

Johnson County
Becky Ivey
County Clerk
Cleburne 76033



70 2020 0000625

Instrument Number: 2020-625

As

Restrictions

Recorded On: January 08, 2020

Parties:

To

Unofficial Copy

Billable Pages: 23

Number of Pages: 24

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

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| Restrictions | 114.00 |
| Total Recording: | 114.00 |

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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PETER THOMAS

PO BOX 939

BURLESON TX 76097

ENV



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color race is invalid and unenforceable under Federal law.

Becky Ivey

BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
&
BYLAWS
FOR
HIDDEN VISTA 4A**

STATE OF TEXAS

COUNTY OF JOHNSON

That this **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & BYLAWS FOR HIDDEN VISTA 4A** (this "Declaration"), is made on the date hereinafter set forth by BSLP1, LP, a Texas limited partnership, for the purpose of evidencing the covenants, conditions, restrictions and bylaws contained herein.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property platted as Hidden Vista Phase 4A Addition, as approved by the City of Burleson and filed of record on January 8 2020, in **VOLUME 11, PAGE 948, DRAWER K** of the Plat Records of Johnson County, Texas said subdivision hereinafter referred to as the "Development", of said real property, hereinafter referred to as the "Property, being more specifically described on the Plat of the Development which is incorporated herein and made a part hereof for all purposes.

WHEREAS, Declarant has deemed it desirable for the enforcement of the Declaration and the efficient preservation of the amenities in the Development, to create an Association (hereinafter defined) to which shall be delegated and assigned the power of administering and enforcing these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the assessments; and

WHEREAS, there has been or will be incorporated, a non-profit corporation created under the laws of the State of Texas, named **HV 4A HOA LTD.**, whose directors will adhere to the Bylaws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following assessments, conditions, covenants, easements, reservations and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These assessments, conditions, covenants, easements, reservations and restrictions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant and each owner thereof.

ARTICLE I.

- 1.1 **Association.** “Association” shall mean and refer to **HV 4A HOA LTD.**, its successors, assigns or replacements which has jurisdiction over all properties located within the Property encumbered under this Declaration, as same may be amended.
- 1.2 **Areas of Common Responsibility.** “Areas of Common Responsibility” shall mean those areas listed below which the Association shall maintain upkeep and repair:
- A. Any and all landscaping, signage, monument signage, irrigation systems, lighting, fencing and other improvements located within any Common Area, and specifically including any and all entry way features, entry monuments and perimeter screening walls paralleling Hidden Vista Blvd.
- 1.3. **Common Area.** “Common Area” shall mean those areas listed below:
- A. All portions of the Property as described or depicted on the Plat that do not constitute Buildable Lots.
- 1.4. **Declarant.** “Declarant” shall mean BSLP1, LP., a Texas limited partnership, and any party to whom it shall expressly assign in writing, its rights, powers, privileges and prerogatives as the Declarant hereunder.
- 1.5. **City.** “City” shall mean the City of **Burleson**.
- 1.6. **County.** “County” shall mean **Johnson** County, Texas.
- 1.7. **Home.** “Home” shall mean a single-family residential dwelling unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.
- 1.8. **Lienholder.** “Lienholder” or “Mortgage” shall mean the holder of a first mortgage lien on any Home or Lot.
- 1.9. **Lot.** “Lot or Lots” shall mean and refer to the individual platted building lot depicted on the Plat of the Property, excluding open space, streets, alleys, and any Common Area or Areas of Common Responsibility. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.
- 1.10. **Member.** “Member” shall mean and refer to every person or entity who is a Class “A” Member or Class “B” Member of the Association as defined in Article 3 hereof. Declarant and each Owner shall be a Member of the Association.

1.11. **Owner.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot and shall include Declarant, but shall exclude those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is a part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.

1.12. **Vehicle.** "Vehicle" shall mean any vehicle or equipment or machinery of any kind or type whatsoever, including any automobile, truck, sport utility vehicle, recreational vehicle (RV), motorcycle, boat, jet ski, or any similar type marine craft, mobile home, aircraft, boat trailer or any other kind of trailer.

1.13 **Lots** Shall mean Lots 11-22, 26-30, 47-52, Block 17. Lot's 1-12 Block 18.

ARTICLE II.

PROPERTY RIGHTS

2.1. **Maintenance of Areas of Common Responsibility by the Association.** The Association will be solely obligated to maintain and improve the Areas of Common Responsibility in a prudent manner to enhance the safety, security and overall appearance of the Development. As such, the Association shall not, except as the Association may reasonably deem appropriate to comply with applicable laws or to protect the health, safety or welfare of the Development or the Members, (i) cause any buildings or permanent structures to be constructed within the Areas of Common Responsibility other than as contemplated in this Declaration that would materially interfere with the enjoyment of such areas by all of the Members, or (ii) allow any material interference or conflict with the natural or planted vegetation of trees in the Areas of Common Responsibility. The Association shall have the following rights with regard to the Areas of Common Responsibility:

A. The rights to dedicate or transfer all or any part of the Areas of Common Responsibility to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (a) The Association receives the approval of two-thirds (2/3) of the outstanding votes of each class of recorded in the Real Property Records of the County, (b) a written notice of proposed action under this Section is sent to every Owner (including Lienholder or Mortgagees) not less than thirty (30) days, nor more than sixty (60) days in advance of said action and (c) the City consents in writing to the dedication or transfer;

B. The right to borrow money to be secured by a lien against the Areas of Common Responsibility; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder;

C. The right to make rules and regulations relating to the use of the Areas of Common Responsibility.

D. The right to entry upon the Areas of Common Responsibility and any access, maintenance or other easements on the Property for the purposes of maintaining or improving the Areas of Common Responsibility.

2.2. Title to Areas of Common Responsibility. After the recordation of this Declaration, Declarant may, in Declarant's sole option, convey to the Association, without consideration, all right, title and interest of Declarant in and to the Areas of Common Responsibility owned by Declarant. Nothing contained herein shall create an obligation on the part of Declarant to establish any additional common areas or Areas of Common Responsibility.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Declarant, during the time it owns any Lots, and each person or entity who is a record Owner of a fee or undivided fee interest in any lot shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no respect to assessments which have accrued prior to such transfer.

3.2 Voting Rights. The Association shall have two classes of voting membership.

A. **Class "A".** The Class "A" Members shall be all Owners except Declarant so long as Declarant is a Class "B" Member pursuant to Section 3.2 (b) below. The Class "A" Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. **Class "B".** The Class "B" Member shall be Declarant. Declarant shall be entitled to ten (10) votes for each Lot owned; provided however that Declarant shall cease to be a Class "B" Member and shall become a Class "A" Member entitled to one (1) vote per Lot on the happening of the earlier of the following events.

(1) When the total votes entitled to be cast of the Class "A" Members equal the total votes entitled to be cast of in the Class "B" Members, or

(2) The expiration of fifteen (15) years from the recording date of this instrument in the Real Property Records of the County, or

(3) When the Declarant, in its sole discretion, so determines.

3.3. No Cumulative Voting; Eligibility to Vote. At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors of the Association (the "Board of Directors", or the "Board") shall determine the total number of votes outstanding and entitled to vote by the Members. Eligibility to vote or serve as a representative, director or officer of the Association shall be predicated upon being a Member who must be in good standing with the Association. To be in good standing, the Member must have all assessments of every type and category paid up to date and have no outstanding financial obligations to the Association that are delinquent. Additionally, no Member shall be allowed to vote or hold office if that Member is noted within records of the Association to have a current deed restriction violation on one or more Lots in the Development.

3.4. Association's Power. In addition to the rights of the Association set forth in other sections of this Declaration, the Association shall have the duty to enforce the covenants, conditions and right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws of the Association (the "Bylaws"), whether the same be expressed or implied, including but not limited to the following:

A. The power to levy and collect Assessment (as herein under defines), of whatever nature for the maintenance, repair or replacement of the Areas of Common Responsibility and for such other purposes as are herein provided;

B. The power to keep accounting records with respect to the Association's activities;

C. The power to contract with and employ others for maintenance and repair; and

D. The power to adopt rules and regulations concerning the operation of the Association.

3.5. Notice and Quorum for any Action Authorized Under This Declaration.

Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be given to all Members not less than ten (10) days not more than sixty (60) days in advance of such meeting. At such meeting, the presence of Members or of written proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by Members of the Association entitled to vote shall constitute a quorum. If

the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

3.6. City's Rights. Should Declarant, the Association or its Board fail or refuse to maintain such Areas of Common Responsibility to City specifications for an unreasonable time, not to exceed ninety (90) days after written request to do so, the City, by and through a majority of the City Council members, shall have the same right, power and authority as is herein given to the Association and its Board to enforce this Declaration and levy Assessments in the manner set forth herein. It is understood that in such event, the City may elect to exercise the rights and powers of the Association or its Board to the extent necessary to take any action required and levy any assessment that the Association might have, either in the name of the Association, or otherwise, to cover the cost of maintenance of such Areas of Common Responsibility.

ARTICLE IV.

ASSESSMENTS, MAINTENANCE FUND AND ASSESSMENT LIENS

4.1. Creation of the Lien and Personal Obligation of Assessments. Subject to the terms hereof, each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) regular Assessments or charges (ii) charges in connection with the transfer of a Lot, (iii) special Assessments (collectively, the "Assessments"). Such Assessments are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon, costs of collection thereof, and costs of enforcements of this Declaration, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees for the collection thereof, shall also constitute a personal obligation of the person or entity that was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

4.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots, the improvement and maintenance of the Areas of Common Responsibility and any other property owned by the Association, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association cost (including reasonable reserves) for all taxes, repairs, replacements, maintenance and other activities as may from time to time be authorized by the Board of Directors; legal and accounting fees, and fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or

the Property; reasonable replacement and other reserves; and the cost of other facilities and service activities, including but not limited to, mowing grass, grounds care, sprinkler system, landscaping, and other charges required or contemplated by this Declaration and/or that which the Board of Directors shall determine to be necessary or prudent to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair; maintenance, taxes and other charges as specified herein.

4.3. Basis and Maximum of Annual Assessments and Assessments of Sale Lots.

A. Commencing as of the date of sale of the first lot sold within the Development, the Regular Annual Assessment shall be \$400.00 (four-hundred) per Lot per year.

B. From and after January 1 of the first full year after the date of recordation of this Declaration and each year thereafter, the maximum regular annual assessment may be increased by an amount up to ten percent (10%) over the proceeding year's regular annual assessment solely by the Board of Directors. Any increase over and above 10% of the previous year's regular annual assessment shall be done only by the prior written approval of sixty-six and two-thirds percent (66 2/3%) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting at which a quorum is present.

C. In addition to the regular annual assessment, each and every time a Lot in the Development is sold an additional assessment (transfer fee) of \$150.00 and the pro-rata share of annual assessments due on such Lot shall be paid to the Association by the purchaser of the Lot at the closing of each sale of said Lot.

4.4. Special Assessment. In addition to the regular Assessment, the transfer fees and capital improvement reserve fee payable on the sale of Lots authorized above, the applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to the provisions of this Declaration, provided that any such Special Assessment shall have the prior approval of sixty-six and two-thirds percent (66 2/3%) of the outstanding votes of each class of Members entitled to vote (determined pursuant to Section 3.2 hereof) present at a meeting at which a quorum is present. Any Special Assessments shall be prorated based on the period of time the Owner owns the Lot during such year.

4.5. Uniform Rate of Assessment. Both the Regular and Special Assessment shall be fixed at a uniform rate for all Lots, and shall commence and be due in accordance with the provisions of Section 4.6 hereof. Each Owner, (other than Declarant who may pay the deficiency described below), shall pay one hundred percent (100%) of such Owner's Assessments for each Lot owned.

4.6. Date of Commencement of Regular Assessments; Due Dates.

A. The obligation of Owners to pay regular assessments provided for herein shall commence as to each Lot upon its conveyance by Declarant to any person or entity that is not affiliated with Declarant. The Assessments shall then be due on such payment dates as may be established by the Board of Directors. Assessments shall be due and payable on an annual basis unless otherwise designated by the Board of Directors and shall commence on January 1 2018.

B. Declarant is not required to pay Assessments with respect to the Lots owned by Declarant. Declarant may, but still have no obligation to, pay any deficiency resulting from the expenses of the Association exceeding the amount of the Assessments received from the Owners.

C. Unless provided above, the regular Assessments for the first Assessment year shall be fixed by the Board of Directors prior to the sale of the first Lot to an Owner other than Declarant or a Builder. Except for the first Assessment year, the Board of Directors shall fix the amount of the regular Assessments at least thirty days in advance of each Assessment year, which shall be the calendar year; provided, however, that the Board of Directors shall have the right to adjust the regular Assessment upon thirty days written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted pursuant to Section 4.3 hereof. Written notice of the regular Assessment shall be given as soon as is practicable to every Owner subject thereto. The Association shall upon demand at any time, furnish a certificate in writing signed by the President, Vice President, Treasurer or other authorized representative of the Association setting forth whether the regular and Special Assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

D. No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Development or Areas of Common Responsibility or by abandonment of his Home or any Lot or improvements thereon.

4.7. Effect of Non-Payment of Assessments; Remedies of the Association.

A. All payments of the Assessments shall be made to the Association at its principal place of business or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with Declarant, a Builder, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

B. Any Assessments provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the date of delinquency (with no notice required to be given), until paid, at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is lesser. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same or, upon compliance with the notice provisions hereof, foreclose the lien against Lot as provided in Subsection 4.7 (d) hereof. If any Owner is delinquent in paying its Assessments more than once in any twelve (12) month period, then in addition to the other rights and powers granted herein, the Board of Directors may impose a fine not to exceed \$500.00 for each such delinquent payment. There shall be added to an included in the amount of such Assessment any and all expenses or costs incurred by the Association in collecting any delinquent Assessment and foreclosing such lien, including said interest, fines, and reasonable attorney's fees. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner. Under no circumstances, however, shall Declarant or the Association be liable to any other person or entity for failure or inability to enforce any Assessments.

C. No action shall be brought to foreclose on said Assessment lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date of notice of claim of lien is deposited with the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the Owner of said Lot and a copy thereof is recorded by the Association in the Office of the County Clerk of the County; said notice of claim must recite a good and sufficient legal description of the Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, included interest on the unpaid Assessment at the rate set forth herein, plus attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association.

D. Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas (as it may be amended from time to time), or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the Association a power of sale as set forth in said Section 51.002 of the Property Code, in connection with the Assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

E. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing or recording the lien and the release. The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or

assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided.

F. In addition to the other rights and powers granted herein, the Board of Directors may suspend the right of an Owner to use any of the Areas of Common Responsibility during the period such Owner is delinquent in paying any Assessments. No Owner shall have the right to vote as a Member of the Association during the period that such Owner is delinquent in paying any Assessments. The Board of Directors may require that any delinquent Assessments be paid by Cashier's or certified check or other good funds acceptable to the Board of Director.

4.8. Subordination of Lien to Lienholders. The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any Lienholder. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot subject to a Lienholder mortgage pursuant to a decree of foreclosure or a non-judicial foreclosure under such Lienholder mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

4.9. Management Agreements. The Association shall be authorized to enter into management agreements with third parties in connection with the operation and management of the Development and the performance of its obligation hereunder. A copy of such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled with or without cause and without penalty by either party with thirty (30) days written notice. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Association may, at its discretion, assume self management of the Development by the Association.

4.10. Insurance Requirements. The Association shall obtain insurance policies covering the Areas of Common Responsibility and covering all damage or injury caused by the negligence of the Association, and any of its employees, officers, directors and/or agents, and such insurance may include commercial general liability insurance, directors and officers liability insurance, and such other insurance as the Association may from time to time deem necessary or appropriate.

ARTICLE V.

ARCHITECTURAL REVIEW COMMITTEE

5.1. Appointment of Members. An Architectural Control Committee (the "Committee"), which shall consist of two (2) members who shall be natural persons and who may or may not be employed by Declarant shall initially be appointed by Declarant. The members of the Committee shall serve until they resign or are removed by the party appointing them to the Committee (which the appointing party may do at any time). Subsequent appointments to the Committee shall be made by Declarant until such time as Declarant either relinquishes such power by written notice to the Board of Directors or all of the Lots owned by Declarant have been sold by Declarant; thereafter, appointments and removals from the Committee shall be made by the Board of Directors for such term as they shall designate. The Committee has been vested with the Authority to render a final interpretation and decision on any and all restrictions.

5.2. Submission of Plans to Architectural Control Committee. No home, building, fence, wall, parking area, pole, driveway, out-building, exterior color, shape, or other improvements of any kind or type, or any alteration, addition to, change or modification of any of the foregoing, shall be constructed, erected or maintained upon any Lot or the patio or garage used in connection with any Lot after such Lot has been sold by Declarant until the plans and specifications showing the nature, kind, color, shape, height, materials and location of the same are submitted to and approved in writing by the Committee. Plans and specifications shall be submitted to the Committee at least fourteen (14) days prior to the commencement of any such construction or modification. Two (2) copies of the following shall be submitted for approval: a site plan showing the entire Lot with proposed improvements, grading, landscape, floor plan and elevations of all faces of the proposed structure. A description of all exterior construction materials and such other materials, if necessary, as the Committee shall reasonably require in order to enable the Committee to fully evaluate the proposed construction or modification. A copy of the above described plans and specifications may be retained by the Committee.

5.3. Approval of Plans. The Committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. If the Committee fails to approve or disapprove said plans and specifications in writing within fourteen (14) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. Any disapproval shall set forth the elements disapproved and the reason or reasons thereof. The judgment of the Committee in this respect shall be final and conclusive and the Owner shall promptly correct the plans and specifications (if disapproved) and resubmit them for approval. No construction, alteration, change or modification shall commence until approval of the Committee is obtained. The Committee may approve any reasonable deviations from Sections 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14 and 6.15 of this Declaration as the Committee, in its sole and absolute discretion, deems consistent with the purpose hereof. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the denial of a submittal or grant of any deviation to an Owner. The Committee shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any

improvements on any Property, where such actions have not first been reviewed and approved by the Committee as required hereunder or constitute a violation of this Declaration, the Design Guidelines or any other documents promulgated by the Committee. The violating Owner shall remove such violating improvements or site work at its sole expense and without delay, returning same to its original condition or bringing the Lot into compliance with this Declaration, Design Guidelines, Committee documents, and any plans and specifications approved by the Committee for construction on that Lot. If an Owner proceeds with Construction that is not approved by the Committee, or that is a variance of the approved plans, the Association may assess fines as provided in Section 7.6 hereof and may continue to assess such fines until Committee approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to these provisions, regardless of the substantial cost, time or loss of business involved.

5.4. Approval of Builders. All builders must be approved by the Architectural Control Committee. Such approval will not be unreasonably withheld or delayed. The Committee has the right to be very selective.

5.5. Replatting. Replatting of any Lot (s) is not permitted without the express written approval of the Architectural Control Committee. Such request shall not be unreasonably withheld or delayed.

5.6. Committee Member's Liability. Neither Declarant, the Association, the Board of Directors nor any employees, officers, directors or members thereof shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plan's compliance with the general provisions of this Declaration, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other issue.

5.7. Design Guidelines. The Committee has the right to issue and amend Design Guidelines from time to time which contain the specific provisions applicable to all of the Lots regarding style, basic site design issues, aesthetic of each home, the use of quality exterior finish materials, minimum landscaping plans for the Lots, and other issues concerning building standards, permitted construction or modification, and the Committee's operation. The Design Guidelines, together with this Declaration, will be used by the Committee to determine the approval of all plans. The Design Guidelines may be responsive to future technological advances or general changes in architectural designs and materials and related conditions. The Design Guidelines may be amended without prior notice to the Owners.

5.8. Pertaining to the Committee. Written notice may be delivered by the Committee to Owner or any agent or contractor with apparent authority to accept same and notice shall be binding on Owner as if actually delivered to Owner. The Committee or its agents or assigns shall have the right, but not the obligation, to enter the Property to determine if violations of this Declaration, the Design Guidelines, or any other documents promulgated by the Committee exist. In so doing, the Committee shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agents be liable for any accounting or other claim for such action. The Committee shall have the right to set time constraints for both the commencement and completion of construction.

ARTICLE VI.

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

6.1. Residential Use. Each Lot on the Property shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residence per Lot, which residence may not exceed two and one-half (2 ½) stories in height, a private garage as provided below, and one (1) in-the-ground swimming pool and appurtenant sidewalks, driveways, curbs, fences, and storage and equipment buildings not otherwise prohibited hereby. Shop and storage buildings must be approved for appearance.

6.2. Single-Family Use. No Home shall be occupied by more than a single nuclear family. For purposes of this Declaration, a single nuclear family shall defined as any number of persons related within the second degree of consanguinity or affinity, living with not more than one (1) person who is not so related as a single household unit. It is not the intent of the Declarant to exclude from a Home any individual who is expressly authorized or required to so remain by any state or federal law.

6.3. Garage. Each Home shall have an enclosed garage suitable for parking a minimum of two standard size automobiles, which garage shall conform in design and materials with the main structure. All garage doors, whether overhead or otherwise, and any windows in a garage door, if applicable, shall remain fully closed at all reasonably practical times. No garage or other out-building shall be converted into a dwelling or living area by any Owner. The garage door of any residence must open on the side or at the rear of the house. Front facing garage doors may be allowed so long as the garage door is a minimum of 25' behind the front property line. All front facing garage doors will be approved on a case by case basis by the Architectural Control Committee. All garage doors will be either wood doors or decorative doors approved by the Committee.

6.4. Restrictions on Subdivision. No Lot shall be subdivided into smaller Lots unless done so or approved by the Declarant.

6.5. Driveways. All driveways shall be constructed with concrete or decorative paved.

6.6. Uses Specifically Prohibited.

A. No temporary dwelling, shop, trailer or mobile home or any kind or any improvement of a temporary character shall be permitted on any Lot except that a Builder or contractor may have temporary improvements (such as a sales office and a construction trailer) on a specifically permitted Lot during construction of residences in the Development. No building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.

B. All Vehicles shall be parked, stored or placed so as not to be visible from any street or from ground level view from an adjoining Lot, except for temporary parking in the driveway constructed on a Lot. On-street parking shall be limited to temporary parking of guests or invitees during parties, delivery of products or services, and similar limited time periods. No Vehicle shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any Vehicle temporarily parked while in use for the construction, maintenance or repair of a residence in the Development. All work on Vehicles (other than routine maintenance completed within twelve (12) hours) shall be performed only in a fully enclosed garage completely screened from public view.

C. Trucks with tonnage in excess of three-quarter (3/4) ton and any commercial Vehicle with signage or advertisement displays shall not be permitted to repetitively park overnight on driveways, or other areas of the Property, except those used by a Builder or its contractors during the construction of improvements. No overnight parking will be allowed on the street.

D. No Vehicle of any size that transports flammable or explosive cargo may be parked, stored or kept on the Property at any time.

E. No Vehicle that is not in operating condition, does not have current license plates and inspection stickers, and/or is not in current use shall be parked or stored on the Property unless such Vehicles is parked or stored in a fully enclosed garage.

F. No garage, garage house, out-building, or structure of a temporary character, such as a trailer, tent, shack, barn, underground tank or structure shall be used or occupied on the Property by any Owner or other person at any time as a dwelling or living area; provided however that any Builder may maintain and occupy model houses, sales offices and construction trailers in the Development in connection with its activities or construction residences in the Development.

G. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the

Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

H. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other regular household pets may be kept as household pets. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the Property cows, horses, pigs, bees, hogs, sheep, goats, guinea fowl, ducks, chickens, turkeys, skunks or any other animals that may interfere with the peace and quiet and health and safety of the community. No more than four (4) household pets will be permitted to reside in each Home. Pets must be restrained or confined to the Homeowner's rear yard within a secure fenced area or within the Home. It is the pet owner's responsibility to keep the Lot clean and free of pet debris or odor noxious to adjoining Lots. All animals must be properly registered and tagged for identifications in accordance with local ordinances. Consistently barking dogs will be considered a nuisance and dealt with accordingly.

I. No Lot or other area of the Property shall be used as a dumping ground for rubbish or waste, or for the storage or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative Vehicle and discarded appliances and furniture. Trash, garbage or other waste shall at all times be kept in clean, well-maintained sanitary containers. All trash containers shall at all times be screened for view from adjoining Lots and a street except as is reasonably necessary for trash pickup. Materials incident to construction of improvements may only be stored on Lots during construction of the improvements thereon.

J. **Each house under construction will be required to have a portable toilet. Trash containers are required and jobsites will be kept clean at all times.**

K. No individual or private water supply system is permitted on any Lot.

L. All air-conditioning apparatus shall be installed so as not to be visible from any street in front of a Home. No air-conditioning apparatus or evaporative coolers shall be attached to any front wall or window of a Home. Window units are prohibited.

M. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Home, which is visible from any street, Common Areas or other Lot unless it is impossible to receive signal from said location. In that event the receiving device may be placed in a visible location as approved by the Committee. The Committee may require as much screening as possible while not substantially interfering with reception. No satellite dishes shall be permitted which are larger than twenty-four inches (24") in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. The Decree promulgating this provision is not attempting to violate the Telecommunications Act of 1996 (the "Telecommunications Act"), as same may be amended from time to time. This

subsection shall be interpreted to be as restrictive as possible while not violating the Telecommunication Act.

N. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. The pursuant of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of Vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken or any visible part of the Property.

O. Except for children's playhouses, dog houses, and gazebos, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property.

P. Within those easements on each Lot as designated on the Plat of the Development or contained herein, no improvement, structure, planting or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation and maintenance of the utilities within such easement, or which might alter the direction of flow within drainage channels or which might obstruct or retard the flow of water through drainage channels. The general grading, slope and drainage plan of a Lot as established by the approved development plans may not be altered without the approval of the agencies having authority to grant such approval.

Q. No sign of any kind or character, including (a) any signs in the nature of a "protest" or complaint against Declarant or any Builder, (b) or that describe, malign or refer to the reputation, character or building practices of Declarant or any Builder, or (c) discourage or otherwise impact or attempt to impact anyone's decision to acquire a Lot or Home in the Development, shall be displayed to the public view on any Lot or from any Home on any Lot except for (x) one professionally fabricated sign of not more than five (5) square feet advertising the property for sale, (y) sign used by a Builder to advertise the property during the construction and sales period, or (z) political signs (of not more than five (5) square feet in size) advocating the election or one or more candidates or the sponsorship of a political party, issue or proposal provided that such political signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within five (5) days after the election. All permitted signs shall be ground mounted to a height of not more than three (3) feet. Moreover, no Owner may use any public medium such as the "internet" or any broadcast or print medium or advertising to similarly malign or disparage the building quality or practices or any Builder, it being acknowledged by all Owners that any complaints or actions against any Builder, it being in a private manner and any action that creates controversy or publicity for the Development or the quality of the construction of any Home within the Development will diminish the quality and value of the Development. Declarant, any

Builder, the Association, or their agents shall have the right, without notice, to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

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R. Outdoor drying of clothes is prohibited.

S. Lawn mowers, rakes, carts and other yard equipment shall be stored away from view from adjacent Lots and streets when not in use.

T. No business nor business activity, whether for profit or not, shall be permitted in or on any Home or Lot, except that an Owner or occupant may conduct business activities that are merely incidental to the Owner's residential use within a Home as long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation to the Home or Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents in the Development; and, (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development, as may be determined in the sole discretion of the Board.

U. Above ground swimming pools are prohibited.

A 3" diameter Live Oak or Red Oak Tree shall be planted in the front yard of each lot.

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6.7. Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls (but exclusive of open porches, garages, patios and detached accessory buildings), shall be as follows,

| Min Total | Min 1 st Floor |
|-----------|---------------------------|
| 2000 | 1700 |

6.8. Building Materials. The total exterior wall area (excluding windows and doors) of each Home constructed on a Lot shall not be less than 90% brick, brick veneer, stone, stucco, or other masonry material on the first floor and 70% on the second floor permitted by the Architectural Control Committee. All chimneys shall be of brick, stone or stucco.

6.9. Setback Requirement. Front Building line shall be 20' for a J-swing garage and 25' for a front entry garage. .

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6.10. Fences and Walls. All fences shall be approved by the Architectural Control Committee prior to installation. All property line fences and walls shall be constructed only of masonry, brick, rock, decorative rod iron or other material as may be approved by the Architectural Control Committee. Wood privacy fences will be allowed on a case by case basis and when allowed will have the structural supports facing inwards and have a 4" x 6 horizontal cap and be treated with Olympic #708 Walnut Stain. No chain link or similar type wire fences shall be allowed on any portion of a Lot that is visible from outside any boundary of the Lot. All fences must be a least four feet (4'), but not more than six feet (6') in height. All perimeter fences shall be six feet (6') in height. Any decorative metal fence shall be painted black. All fences and walls shall be properly maintained in good condition by the Owner of the Lot upon which the fence or wall is situated. No fences shall be erected in any drainage easement reflected on or established by the Plat if the fence will in any manner impair or impede the flow of drainage waters within such drainage easement. Any fence that adjoins an "open" area which is designated on the plat shall be rod iron.

6.11. Mailboxes. Cluster boxes.

6.12. Windows. Windows, jambs and mullions shall be composed of anodized aluminum, vinyl or wood. Except on a temporary basis to facilitate moving into and out of a Home, and in any event not more than thirty (30) days, no sheets, blankets, bedding, or similar material shall be placed on any window or door on any Home and in no event, shall aluminum, reflective film or similar treatment be placed on any window or glass door of any Home. **Window coverings or blinds must be installed within 30 days after occupancy.**

6.13. Roof. The entire roof of each Home shall have a pitch of at least eight inches (8") of rise to every twelve (12") of run, unless otherwise approved by Declarant. All roofing shall be, at a minimum, 30 year shingle.

6.14. Landscaping. A landscape plan must be submitted to the Architectural Control Committee prior to installation. Landscaping of each Lot shall be completed within thirty (30) days, subject to extension for delays caused by inclement weather, after the Home construction is complete and shall include grassed front (to the edge of the street fronting the house) and side yards. **Landscaping must be installed within 30 days after occupancy.**

6.15. General Maintenance of Lots. Following occupancy of the Home upon any Lot, each Owner shall maintain and care for the Home, all improvements and all trees foliage, plants and lawns on the Lot and otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area. Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Association or Declarant at its option and discretion, but without any obligation to do so, after ten (10) days written notice to such Owner to comply herewith, may enter, or cause a third party to enter upon such Owner's Lot and undertake to maintain and care for such Lot to the condition required

hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse the Association or Declarant, as applicable, for the cost of such work together with interest thereon at the rate of eighteen percent (18%) per annum (but not in excess of the lawful maximum rate) from the date of disbursement by the Association or Declarant, as applicable, upon demand therefore. All sums owing to an Owner to the Association or Declarant, as applicable, shall be subject to the collection procedures and be secured by the lien provided for in Article IV.

ARTICLE VII. GENERAL PROVISIONS

7.1. Additional Easements. Drainage Easements. Easements for installation and maintenance of utilities, storm water retention/detention ponds, and/or conservation area are reserved as may be shown on the Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority utility company or the Association is responsible. As long as Declarant owns any Lot, Declarant hereby reserves for the benefit of Declarant a blanket easement on, over or under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and such parties shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

7.2. Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration the Bylaws and Articles of Incorporation. Failure by the Declarant, the Association or by any Owner to enforce any covenant, condition or restriction herein contained, the Bylaws or the Articles of Incorporation shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non- prevailing party.

7.3. Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the final judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force effect.

7.4. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant (during the time it owns any Lots), the Association, or the Owner of any Lot is subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote, of the then Owners of seventy percent (70%) of the Lots (and the City, if then a party hereto) agree in writing to terminate or change this Declaration in whole or in part and such writing is recorded in the Real Property Records of the County.

7.5. Amendment. This Declaration may be amended or modified upon the express consent of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding votes of each class of Members entitled to vote (determined pursuant to Section 3.2 hereof) present at a meeting at which a quorum is present; provided, however, so long as Declarant continues as a Class "B" Member, this Declaration may not be amended without first obtaining the prior written consent of Declarant as evidence by Declarant's execution of the recorded amendment instrument. Any and all amendments, if any, shall be recorded in the Real Property Records of the County. Notwithstanding the forgoing, Declarant shall have the right to execute and record amendments to this Declaration without the consent or approval of any party (i) so long as Declarant continues a Class "B" Member or (ii) to correct technical errors.

7.6. Remedies. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, including without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the covenants, conditions and restrictions contained herein could cause irreparable injury to Declarant and/or the other Owners and that Declarant's and/or the other Owner's remedies at law for any breach of the Owner's obligation contained herein would be inadequate. Enforcement may be commenced by the Association, Declarant, or any Owner against any person or persons violating or attempting to violate them, and failure by the Association, 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. The rights created herein are unique and enforceable by specific performance. In addition to any remedies at law or equity available hereunder, each Owner may also be subject to a fine to be levied by the Association and determined by the Board of Directors (to be collected by the Association) for each day that such Owner fails to comply with covenants, conditions and restrictions contained herein (other than for nonpayment or delinquency in Assessments). Such fine levied by the Association shall be due and payable at such time as is designated by the Board of Directors. All fines levied by the Association at the time levied shall be added to and included in the amount of the assessment due from such Owner and shall be subject to the same remedies and rights of enforcement as assessments set forth in this Declaration.

7.7. 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 forty-eight (48) hours after deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to the last known address of the person who appears as Owner in the public records at the time of such mailing.

7.8. Formation of Association; Inspection of Documents, Books and Records.

The Association shall be formed by Declarant as a non-profit corporation in accordance with the laws of the State of Texas. Management and governance of the Association shall be implemented and/or undertaken in accordance with its Articles of Incorporation, in accordance with this Declaration, and in accordance with the Bylaws which shall be adopted by the Association following its formation. The Association shall make available copies of the Declaration, Bylaws, Articles of Incorporation, rules and regulations governing the Association as well as the books, records and financial statements of the Association for inspection by Owners or any Mortgagee during regular business hours or other reasonable times.

7.9. Indemnity. To the fullest permitted by applicable law, the Association shall indemnify, defend and hold harmless Declarant, Board of Directors, the Committee, the officers of the Committee from all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorney's fees) incurred by such indemnified person arising out of or in connection with such indemnified persons' acts performed in good faith pursuant to this Declaration.

7.10. Binding Effect. Each of the conditions, covenants, restrictions, and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the Owner of any land except in the Development. This Declaration, when executed, shall be filed of record in the Real Property Records of the County so that each and every Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

7.11. Recorded Plat; Other Authorities. All dedications, limitations, restrictions and reservations that are shown on the Plat are deemed to be incorporated herein and shall be constructed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant or any Owner, conveying the Lots, whether specifically referred to therein or not. If other authorities, such as the City or County, impose more demanding, expensive, extensive or restrictive requirements than those that are set forth herein (through zoning or otherwise), the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those that are set forth herein shall not supersede or diminish the requirements that are set forth herein.

7.12. Soil Movement. Each Owner acknowledges that the failure or excessive movement of any foundation of any Home in the Development can result in the diminished value and overall desirability of the entire Development. Each Owner agrees and understands that the maintenance of the moisture content of the soils on each Lot is necessary to preserve the structural integrity of each Home in the Development. Each Owner also acknowledges that the long term value and desirability of the Development is contingent upon each Owner maintaining its Home so that no structural failure or excessive soil movement occurs within the Development. **EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION IN NORTH TEXAS IN GENERAL AND THE DEVELOPMENT IN PARTICULAR AND THE CONDITION OF THE LOTS MAY RESULTS IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL MOVEMENT.**

If the Owner fails to exercise the necessary precautions, damages, settlement, movement or upheaval to the foundation and structural failure may occur. Owners are highly encourage to install and maintain proper irrigation around their Home and take such other measures to ensure even, proportional, and prudent watering around the foundation of the Home.

By each Owner's acceptance of a deed to any Lot, each Owner, on behalf of Owner and Owner's representatives, successors and assigns, hereby acknowledges that Declarant and of the Development shall not be responsible or liable for, and Owner shall assume all risk and consequences of, and damages, settlement, movement or upheaval to the foundation, structural failure, or any damage to any other part of the Home caused by Owner's failure to exercise proper care and maintenance of the soil required to prevent soil movement, and hereby releases and forever discharges Declarant and their respective shareholders, members, officers, directors, partners, employees, agents, representatives, affiliates, attorneys, successors and assigns, of and from any and all claims for the relief and causes of actions, liabilities, damages and claims whatsoever, known and unknown, direct or indirect, arising from or relating to Owner's failure to exercise proper care and maintenance of the soil required to prevent soil movement, including but not limited to, any damage caused by or related in any fashion to the failure or improper or uneven watering of the Lot, planting of improper vegetation near the foundation, or any action by any Owner that affects the drainage of any Lot. Declarant recommends that each Lot owner have their foundation engineered by a licensed engineer.

7.13. Compliance with Laws. At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules and regulations with respect to the use, occupancy, and condition of the Property and any improvements thereon. If any provision contained in this Declaration or any amendment is found to violate any law, then the provisions shall be interpreted to be as restrictive as possible to preserve as much of the original provisions as allowed by law.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS DO HEREBY EXECUTE THIS DECLARATION, EFFECTIVE THE 8 TH DAY OF JANUARY 2020

Unofficial Copy

OWNER,
BSLP1,LP.
BY: [Signature]
PETER THOMAS, PARTNER

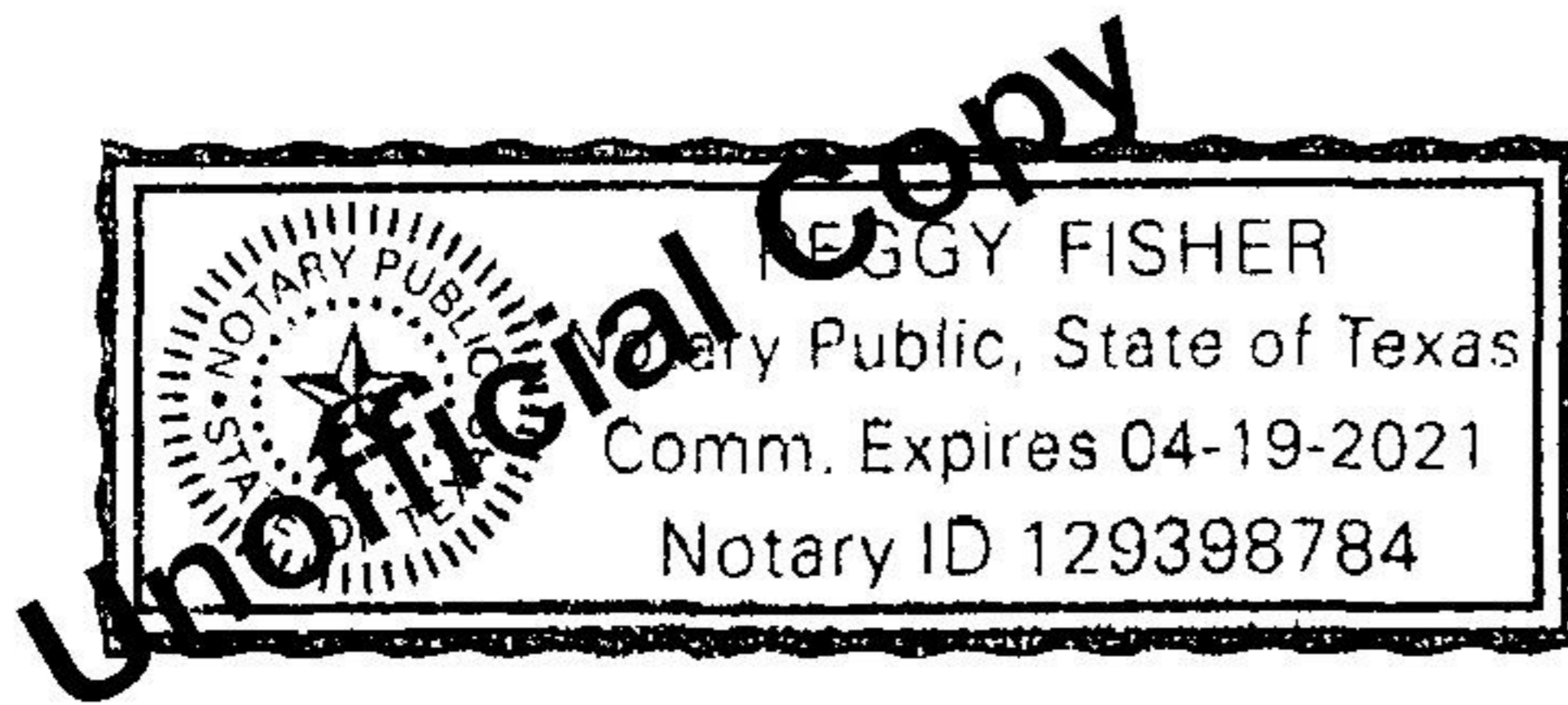
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STATE OF TEXAS
COUNTY OF JOHNSON

Before me, the undersigned, a Notary Public in and for said State, on this day in person, personally appeared Peter Thomas, of BSLP1,LP, a Texas Limited Partnership for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 8th day of January, 2020.

[Signature]
Peggy Fisher



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