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COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HUNTERS RIDGE

This Declaration of Covenants, Conditions and Restrictions for Hunters Ridge is made on the date hereinafter set forth by Declarant (as hereinafter defined).

Declarant is the owner of the Property (as herein defined). Declarant desires to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property. The Declaration is intended to provide a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. In furtherance of such plan, Declarant has caused or intends to cause the **Hunters Ridge Crowley Homeowners' Association, Inc.** to be formed as a Texas nonprofit corporation to own, operate and maintain the Common Maintenance Areas (as defined herein) and to administer and enforce the provisions of this Declaration.

Declarant hereby declares that all of the Property shall be held, sold, used and conveyed subject to the easements, restrictions, covenants and conditions contained in this Declaration, which shall run with the title to the Property. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner of any portion of the Property.

ARTICLE 1
DEFINITIONS

1.1 "**ACA" or "Architectural Control Authority**" shall have the meaning given to such terms in Section 6.2 hereof.

1.2 "**ACA Standards**" means standards and Initial Building Guidelines adopted by the ACA regarding architectural and related matters, including, without limitation, architectural design, placement of improvements, landscaping, color schemes, exterior finishes and materials and similar features which may be either recommended or required by the ACA for use within the Property.

1.3 "**Architectural Committee**" means the committee established under Section 6.3 hereof.

1.4 "**Association**" or "**HOA**" means Hunters Ridge Crowley Homeowners' Association, Inc., a Texas nonprofit corporation, established for the purposes set forth herein.

1.5 "**Association Easement**" means (a) any easement reserved herein or created elsewhere intended for the construction, installation, operation, location or repair of any subdivision improvement, including, without limitation, the easement for subdivision fencing reserved in Section 9.6 hereof and any easement for any landscaping, subdivision sign, monument or entry feature, retaining, screening or perimeter wall or drainage facility, or (b) any other

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easement for the benefit of the Association shown on a Recorded plat of the Property or otherwise created or shown in any instrument of Record.

1.6 "**Association Maintenance Fencing**" means any fencing installed by Declarant pursuant to an Association Easement.

1.7 "**Board**" means the Board of Directors of the Association.

1.8 "**Builder**" means any person or entity that purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person's or entity's business.

1.9 "**Bylaws**" means the bylaws of the Association.

1.10 "**Certificate**" means the Certificate of Formation of the Association.

1.11 "**City**" means the City of Fort Worth.

1.12 "**Common Area**" and "**Common Areas**" means all areas (including the improvements thereon) within the Property owned or to be owned by the Association for the common use and enjoyment of the Members, including, without limitation, the real property described and/or depicted on **Exhibit "B"** attached hereto.

1.13 "**Common Expenses**" means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Member(s) and/or the Common Maintenance Areas.

1.14 "**Common Maintenance Areas**" means the Common Areas, if any, and any areas within public rights-of-way or easements (public and private), portions of Lots, public parks, private streets, landscaping, entry features and/or fence or similar areas that either the Board deems necessary or appropriate to maintain for the common benefit of the Members or that are shown on a Recorded plat of the Property or portion thereof as being maintained by the Association.

1.15 "**County**" means Tarrant County, Texas.

1.16 "**Declarant**" means Bloomfield Homes L.P., and its successors and assigns as provided in Section 12.12 hereof.

1.17 "**Declaration**" means this Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, and any amendments and supplements thereto made in accordance with its terms.

1.18 "**Designated Interest Rate**" means the interest rate designated by the Board from time to time, subject to any interest limitations under Texas law. If the Board fails to designate an interest rate, then the interest rate shall be the lesser of twelve percent (12%) per annum or the highest rate permitted by Texas law. The Designated Interest Rate is also subject to the limitations in Section 12.6 hereof.

1.19 "**Development Period**" means the period commencing upon the date of this Declaration and expiring upon the earlier of (a) when Declarant does not own any real property

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within the Property, or (b) when Declarant executes a document stating the Development Period has terminated, which termination document may be executed during the period when Declarant still owns real property within the Property.

1.20 "**Dwelling**" means any residential dwelling situated upon any Lot.

1.21 "**Entry Signs**" means the entry feature signs for the subdivision that are or may be placed by Declarant or its agents on the Common Area, Common Maintenance Areas and/or any area covered by an Association Easement.

1.22 **"Initial Building Guidelines"** means the initial building guidelines as set forth in **Exhibit "E"** attached hereto.

1.23 "**Land**" means any real property (other than areas dedicated to the City or County) within the Property that has not been platted as a Lot.

1.24 "**Lot**" means any separate residential building parcel shown on a Recorded subdivision plat of the Property, but only if such parcel has in place the infrastructure (including utilities and streets) necessary to allow construction of a Dwelling thereon. Common Areas and areas deeded to a governmental authority or utility, together with all improvements thereon, shall not be included as part of a Lot.

1.25 "**Member**" means any person, corporation, partnership, joint venture or other legal entity that is a member of the Association pursuant to the terms in Article III hereof.

1.26 "**Owner**" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded contract for deed, then the purchaser (rather than the fee Owner) will be considered the Owner.

1.27 "**Property**" means the real property described on **Exhibit "A"** attached hereto (other than areas dedicated to the City or County) and such additional property as is brought within the jurisdiction of the Association and made subject to this Declaration.

1.28 "**Record,**" "**Recording**" **or** "**Recorded**" means the filing of a legal instrument in the Public Records of Tarrant County, Texas, or such other place as may be designated as the official location for filing deeds, plats and similar documents affecting title to real property.

ARTICLE II
PROPERTY RIGHTS

2.1 **Owners' Easements of Use and Enjoyment.** Every Owner will have a right and non-exclusive easement of use, access and enjoyment in and to the Common Areas, subject to any limitations set forth herein, including, without limitation, the following:

(a) **Rules**. The right of the Association to establish and publish rules and regulations governing the use of the Common Areas and/or the Lots.

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(b) **Suspension of Common Area Use Rights.** The right of the Association to suspend the right of use of the Common Areas for any period of time during which any assessment against such Owner's Lot is due and remains unpaid.

(c) **Conveyance of Common Area.** The right of the Association, subject to the provisions hereof, to dedicate, sell or transfer all or any part of the Common Areas. However, no such dedication, sale or transfer will be effective unless there is an affirmative vote of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.

(d) **Mortgage Common Area.** The right of the Association, subject to the provisions hereof, to mortgage or lien all or any part of the Common Areas. However, the Common Areas cannot be mortgaged or liened without an affirmative vote of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.

2.2 **Prohibitions on Easement of Use and Enjoyment.** Each Owner's right and easement of use and enjoyment in and to the Common Area is further limited as follows:

(a) **No Transfer without Lot.** An Owner's right and easement of use and enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from such Owner's Lot.

(b) **No Partition.** Except as provided in Section 2.1(c) hereof, the Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.

2.3 **Right to Delegate Use and Enjoyment of Common Area.** Any Owner may extend his or her right of use and enjoyment to the members of such Owner's family, lessees and guests, as applicable, subject to the terms of this Declaration, the Bylaws and any reasonable rules of the Board. An Owner who leases his or her or its Dwelling is deemed to have assigned all such rights to the lessee of such Dwelling.

ARTICLE III
MEMBERSHIP AND VOTING

3.1 **Membership - Owners.** Every Owner by virtue of ownership of a Lot or Land will be a Member of the Association. Membership will be appurtenant to and will not be separated from ownership of any Lot or Land (as applicable).

3.2 **Voting Rights.** The voting rights in the Association shall be as follows:

(a) **Members other than Declarant.** Except as provided in Section 3.2(b) below, Members shall be entitled to one (1) vote for each Lot owned. However, when more than one person or Owner holds an interest in any Lot, only one vote in total may be cast per Lot as the Owners of such Lot determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. The Association shall have no affirmative obligation to take any action to determine which Owner is the person

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designated to cast the Lot's vote. If the Owners fail to agree on, and advise the Association of the person designated to cast the Lot's vote, then the Lot's vote shall be suspended if more than one person or entity seeks to exercise it.

(b) **Declarant**. Declarant shall be entitled to ten (10) votes for each Lot owned by Declarant and four (4) votes for each acre of Land owned by Declarant, regardless if the time of the vote is within or after the Development Period.

ARTICLE IV
ASSESSMENTS

4.1 **Obligation to Pay Assessments**. Subject to and except as provided in this Article IV, each Owner of any Lot by acceptance of a deed therefor, whether or not it will be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments as provided in Section 4.3 hereof, (b) special assessments as provided in Section 4.6 hereof, and (c) specific assessments as provided in Section 4.7 hereof.

4.2 **Rate of Assessments**. Both annual assessments and special assessments shall be fixed at a uniform rate for all Lots, regardless of a Lot's location or size or the value of the Dwelling thereon.

(a) **Lots and Land Owned by Declarant – Exempt**. Except as provided in Section 4.5 below, during the Development Period all Lots owned by Declarant shall be exempt from all assessments (annual assessments, special assessments and specific assessments) and Declarant shall not be obligated to pay any assessments for the Lots. Notwithstanding anything contained herein to the contrary, Declarant shall never be obligated to pay assessments for any Land owned by Declarant.

4.3 **Date of Commencement of Annual Assessments; Due Dates**. The annual assessments provided for herein shall commence as to all Lots on a date to be determined by the Declarant.. The amount of subsequent annual assessments against each Lot shall be fixed by the Board at least thirty (30) days in advance of each assessment period, provided that if the Board fails to timely fix such annual assessment for any assessment period, the annual assessment in effect for the previous assessment period shall remain in effect until thirty (30) days after the Board fixes the subsequent annual assessment for the current or next assessment period. Written notice of the annual assessment shall be sent to an Owner of every Lot subject thereto. The due dates shall be established by the Board. The Board shall also establish whether the annual assessment shall be paid annually, quarterly or monthly.

4.4 **Annual Assessment – Increases**. The annual assessment may be increased by the Board, provided that the Board gives written notice of the increase to the Members at least thirty (30) days in advance of the effective date of such increase. No vote or other approval shall be required for the increase to be effective, unless the increase is more than ten percent (10%) of the prior annual assessment. If the increase is more than ten percent (10%), then the increase may be disapproved and rejected by a sixty-seven percent (67%) or greater vote of the votes of Members entitled to be cast, provided that the vote occurs and the Board receives evidence thereof within sixty (60) days of the date of the increase notice.

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4.5 **Declarant's Obligation to Pay Budget Deficits**. If at any time during the Development Period the Association's operating expenses exceed the assessments received by the Association from the Owners (the "**Budget Deficit**"), Declarant shall fund the amount of such Budget Deficit to the Association; provided, however, that in no event shall Declarant be obligated to pay more than an amount equal to the full annual assessment rate applicable to Improved Lots for the Lots (but not Land) owned by Declarant to make up such Budget Deficit. Notwithstanding the foregoing, if the Budget Deficit is the result of the failure or refusal of an Owner or Owners to pay their annual, special or specific assessments, the Association will diligently pursue (and Declarant may also pursue at its option) all available remedies against such defaulting Owners and will promptly reimburse Declarant for any Budget Deficit funded by Declarant from any amounts collected from such Owner or Owners. In no event shall Declarant be obligated to pay any Budget Deficit attributable to the period of time after the Development Period. Furthermore, Declarant's agreement to pay Budget Deficits under this Section 4.5 shall in no way eliminate or diminish Declarant's exemption from all assessments when no Budget Deficit exists.

4.6 **Special Assessments**. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to cover expenses which the Board determines, in its sole discretion, to more appropriately be handled outside of the regular operating budget, provided that any such special assessment must have an affirmative vote of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.

4.7 **Specific Assessments**. The Association shall have the power to levy specific assessments against a particular Lot to (a) cover costs incurred in bringing a Lot into compliance with this Declaration, (b) cover costs incurred as a consequence of the conduct (or the failure to act) of the Owner or occupant of a Lot, their agents, contractors, employees, licensees, invitees or guests, and/or (c) collect any sums due by the Owner to the Association (other than annual assessments or special assessments or interest or late charges related thereto), including, without limitation, fines.

4.8 **Purpose of Annual and Special Assessments - Reserve**. Annual assessments and special assessments levied by the Association shall be used for Common Expenses. The Association may establish and maintain a reserve fund for the periodic maintenance, inspection, repair and replacement of improvements to the Common Maintenance Areas.

4.9 **Personal Obligation to Pay Assessments**. Each assessment provided for herein, together with interest at the Designated Interest Rate, late charges and collection costs (including, without limitation, reasonable attorneys' fees) shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no mortgagee under a Recorded first purchase money mortgage or beneficiary of a Recorded first deed of trust (meaning any Recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust), shall be liable for unpaid assessments which accrued prior to the mortgagee's acquisition of title. In addition, no mortgagee shall be required to collect assessments.

4.10 **Capitalization of Association - Payment**. .

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(a) Each Owner (other than Declarant or a Builder) of a Lot with a completed Dwelling thereon will pay a contribution to the Association (the "**Initial Contribution**"), which amount shall be due immediately upon the transfer of title to the Lot. Upon the purchase and/or resale of a Lot with a completed Dwelling from Declarant or another Builder or an occupying Owner, the Initial Contribution initially shall be **$400**. The Initial Contribution will be charged each and every time the Lot is sold (if the Association is in existence). The Initial Contribution can be adjusted up to ten percent (10%) per year by the Board, at the Board's sole discretion; provided, however, any yearly increase which would exceed ten percent (10%) of the amount of the previous year will require approval of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.

(b) Notwithstanding the foregoing provision, the following transfers will not be subject to the requirement to pay the Initial Contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child or parent. In the event of any dispute regarding the application of the Initial Contribution to a particular Owner, the Board's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this Section 4.10. The Initial Contribution will be in addition to, not in lieu of, any other assessments or other charges levied in accordance with this Article IV and will not be considered an advance payment of such assessments. The Association will have the power to waive the payment of any Initial Contribution attributable to a Lot by the execution and recordation in the Public Records of a waiver notice executed by a majority of the Board.

4.11 **Failure to Pay Assessments; Remedies of the Association.** With respect to any assessment or other sum due herein not paid within ten (10) days after the due date, the Association shall have the right to: (a) charge a late fee in an amount determined by the Board; (b) charge interest on the amount due at the Designated Interest Rate from the due date until the date the sum is paid; (c) charge costs and fees related to the collection of the sum due; and/or (d) exercise any other remedies available to the Association as provided elsewhere in this Declaration. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Areas or abandonment of his or her Lot. The failure to pay assessments shall not by the terms of this Declaration constitute a default under an insured mortgage, unless otherwise provided by the terms of such mortgage.

4.12 **Lien.**

(a) **Creation of Lien**. The Association shall hereby have a continuing lien against each Lot to secure payment of delinquent assessments (annual assessments, special assessments and specific assessments), as well as interest at the Designated Interest Rate, late charges and costs of collection, including, without limitation, court costs and attorneys' fees, and any other fees or charges that are authorized under or pursuant to this Declaration. Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and Record a document setting forth as to any Lot, the amount of delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the payment thereof. However, the failure

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of the Association to execute and Record any such document shall not, to any extent, affect the validity, enforceability, perfection or priority of the lien.

(b) **Enforcement of Lien - Judicial or Nonjudicial.** The lien may be enforced by judicial foreclosure or by nonjudicial foreclosure; provided, however, that prior to any nonjudicial foreclosure, the Association shall first obtain a court order as required under Section 209.0092(a) of the Texas Property Code, as amended, and otherwise comply with any applicable prerequisites or requirements for nonjudicial foreclosure under applicable law, including, without limitation, Chapter 209 of the Texas Property Code, as amended. Each Owner by accepting title to a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Lot to the Owner, a private power of nonjudicial sale. The Board may appoint, from time to time, any person including an officer, agent, trustee, substitute trustee or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board's meeting. A foreclosure must comply with the requirements of applicable law, including, without limitation, Chapter 209 of the Texas Property Code, as amended. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, as amended, or in any manner permitted by law. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees, subject to applicable provisions of the Bylaws and applicable law, such as Chapter 209 of the Texas Property Code, as amended. The Association has the power to bid on the lot at foreclosure sale and to acquire, hold, lease, mortgage and convey same.

(c) **Subordination of Lien.** The lien of the assessments provided for herein is subordinate to the lien of any Recorded first purchase money mortgage or deed of trust against a Lot.

(d) **Effect of Conveyance.** An Owner that conveys title to a Lot shall not be liable for assessments that are attributable to the period after the conveyance of the Lot, except as provided in Section 4.12(e) below. However, a conveyance of title to a Lot shall not affect the assessment lien or relieve the Owner that conveys the Lot from personal liability for any assessments attributable to the period prior to the date of the conveyance, except as provided in Section 4.12(e) below.

(e) **Effect of Foreclosure.** The foreclosure of a first purchase money mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof will extinguish the lien of such assessment as to payments attributable to the period prior to the foreclosure, trustee's sale or deed in lieu thereof. However, a foreclosure of a first purchase money mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof will not relieve such Lot or Owner thereof from liability for any assessment attributable to the period after the foreclosure, trustee's sale or deed in lieu thereof. The foreclosure of a first purchase money mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof shall not release the Owner whose Lot is being foreclosed, sold at a trustee's sale or conveyed pursuant to a deed in lieu from the Owner's obligation to pay assessments attributable to the period prior to the date of such foreclosure, trustee's sale or deed in lieu thereof. For purposes of this

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Declaration, the use of the term "**first**" in connection with a mortgage or deed of trust shall refer to the lien priority as compared to other mortgages or deeds of trust.

ARTICLE V
THE ASSOCIATION

5.1 **The Association - Duties and Powers**. The Association is a Texas nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Certificate, the Bylaws and this Declaration. The Association shall continue to exist until the Association is dissolved, regardless if the corporate status expires, lapses or is forfeited. The Association shall have such rights, duties and powers as set forth herein and in the Certificate and the Bylaws.

5.2 **Board of Directors**. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Certificate and the Bylaws. The Board shall have the powers granted in this Declaration, the Certificate, the Bylaws, and all powers provided by Texas law and all powers reasonably implied to perform its obligations and/or duties provided herein.

5.3 **Limitation on Liability**. The liability of an officer, director or committee member of the Association shall be limited as provided in the Certificate.

5.4 **Indemnification**. Subject to the limitations and requirements of the Texas Business Organizations Code, as amended (the "**TBOC**"), and in the Bylaws, the Association shall indemnify, defend and hold harmless every officer, director and committee member against all damages and expenses, including, without limitation, attorneys' fees, reasonably incurred in connection with any threatened, initiated or filed action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify, defend and hold harmless shall be limited to those actions for which a director's, officer's or committee member's liability is limited under the Certificate. Additionally, subject to the limitations and requirements of the TBOC and in the Bylaws, the Association may voluntarily indemnify, defend and hold harmless a person who is or was an employee, trustee, agent or attorney of the Association, against any liability asserted against such person or party in that capacity and arising out of that capacity.

5.5 **Insurance**.

(a) **Required Coverages**. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect, the following insurance coverage, if reasonably available:

(i) **Property Insurance – Common Area**. Blanket property insurance covering loss or damage on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and within the Common Maintenance Areas to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership.

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(ii) **General Liability Insurance**. Commercial general liability insurance on the Common Maintenance Areas, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf.

(b) **Additional Insurance**. The Board may obtain additional insurance as the Board determines advisable, including, without limitation, directors and officers liability insurance, fidelity insurance and any insurance to comply with any applicable insurance requirements of any federal agency or secondary mortgage market entity, including, without limitation, the Federal Home Loan Mortgage Corporation ("**FHLMC**"), the Federal National Mortgage Association ("**FNMA**"), the U. S. Department of Veterans Affairs ("**VA**"), and the U.S. Department of Housing and Urban Development ("**HUD**"), to the extent applicable. In determining whether to obtain additional insurance and/or endorsements thereto that are discretionary the Board shall use its own business judgment to determine if such insurance and/or endorsement is advisable based on the cost and availability of the insurance and/or the endorsement compared to the risks associated therewith.

(c) **Review of Policies**. The Board shall periodically review the types and amounts of insurance coverage for sufficiency.

5.6 **Contracts; Management and Maintenance**. The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into management, operational or other agreements with other persons or entities; provided, however, that any such agreement shall require approval of the Board. The Board may employ for the Association a management agent or agents at such compensation as the Board may establish to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority.

5.7 **Books and Records**. The books and records of the Association shall be made open and reasonably available to the Members for inspection and copying as provided in the Bylaws and in accordance with the requirements of applicable law, including, without limitation, Chapter 209 of the Texas Property Code, as amended.

5.8 **Dissolution of Association; Conveyance of Assets**. If the Association is dissolved other than incident to a merger or consolidation, the assets (both real and personal) of the Association, shall be conveyed as provided in the Certificate.

5.9 **Enforcement – Notice**. The Association may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to this Declaration) in accordance with and subject to the applicable procedures set forth in this Declaration, the Bylaws and applicable law, including Chapter 209 of the Texas Property Code, as amended. Specifically, written notice and opportunity for a hearing must be given prior to the Association exercising its remedies if such notice and hearing is required by this Declaration, the Bylaws and applicable law, including Chapter 209 of the Texas Property Code, as amended. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

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(a) **Fines**. The Association may impose reasonable monetary fines which shall constitute a lien upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest or invitee of the Owner of such Lot.

(b) **Suspension of Rights to Use Common Area**. The Association may suspend any person's or entity's right to use any Common Area; provided, however, that nothing herein shall authorize the Association to limit ingress or egress to or from a Lot.

(c) **Right of Self-Help**. The Association may exercise self-help or take action to enter upon the Lot to abate any violation of this Declaration.

(d) **Right to Require Removal**. The Association may require an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Association or its designee shall have the right to enter the Lot, remove the violation and restore the property to substantially the same condition as previously existed, without such action being deemed a trespass.

(e) **Levy Specific Assessment**. The Association may levy a specific assessment to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration.

(f) **Lawsuit; Injunction or Damages**. The Association has the right, but not the obligation, to bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

(g) **Perform Maintenance**. In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility with respect to a Lot and/or Dwelling, the Association may record a notice of violation in the Records and/or enter onto the Lot and perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment.

The decision to pursue enforcement action, including the commencement of legal proceedings, in any particular case shall be left to the Association's sole and absolute discretion, except that the Association shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Association may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) it is not in the Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

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ARTICLE VI
ARCHITECTURAL CONTROLS

6.1 **No Improvements Unless Approved by Architectural Control Authority - Except Improvements by Declarant.** No building, fence, wall, outbuilding, landscaping, pool, detached building, athletic or play equipment or facility, structure or improvement will be erected, altered, added onto or repaired upon any portion of any Lot without the prior written consent of the ACA. However, ACA approval is not required for (a) any improvements constructed, erected, altered, added onto or repaired by Declarant or a Builder designated in writing by Declarant during the Development Period to be exempt from the ACA approval requirements; (b) any improvements to the interior of a Dwelling, except as provided herein; (c) the painting or re-bricking of the exterior of any Dwelling in accordance with the same color or design as originally constructed by Declarant or in accordance with the approved color and design scheme approved by the ACA; (d) improvements for which this Declaration expressly states that the ACA's prior approval is not required; or (e) repair or replacement of worn out or damaged improvements if such repair or replacement is with substantially similar materials. Any improvements pursuant to clauses (c) and (e) immediately preceding must be in compliance with any applicable ACA Standards.

6.2 **Architectural Control Authority.** The ACA shall have the sole and exclusive authority to perform the functions contemplated by the ACA in this Declaration. The purpose of the ACA is to enforce the architectural standards of the Property and to approve or disapprove plans for improvements proposed for the Lots. The ACA will have the authority to delegate its duties or to retain the services of a professional engineer, management company, architect, designer, inspector or other person to assist in the performance of its duties. The cost of such services shall be included in the Common Expenses. The "**ACA**" or "**Architectural Control Authority**" shall be the following entity:

(a) **Declarant - During Development Period.** Declarant shall be the ACA during the Development Period, unless Declarant has earlier terminated its rights as the ACA in writing.

(b) **Architectural Committee - After the Development Period**. The Architectural Committee shall be the ACA after Declarant's right to act as the ACA has either expired or voluntarily been terminated.

6.3 **Architectural Committee**. A committee to be known as the "Architectural Committee" consisting of a minimum of three (3) members will be established after Declarant's right as the ACA has terminated. The members of the Architectural Committee will be appointed, terminated and/or replaced by the Board. The Architectural Committee will act by simple majority vote.

6.4 **Submission of Plans.** Prior to the initiation of construction of any work required to be approved by the ACA as provided in Section 6.1 above, the Owner (excluding Declarant and any Builder designated in writing by Declarant during the Development Period to be exempt from the ACA approval requirements as provided herein) will first submit to the ACA a complete set of plans and specifications for the proposed improvements, including site plans, landscape plans, exterior elevations, specifications of materials and exterior colors, and any other information

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deemed necessary by the ACA for the performance of its function. In addition, the Owner will submit the identity of the individual(s) or company(ies) intended to perform the work and projected commencement and completion dates.

6.5 **Plan Review.**

(a) **Timing of Review and Response**. Upon receipt by the ACA of all of the information required by this Article VI, the ACA will have thirty (30) days in which to review said plans and other documents and materials submitted pursuant to Section 6.4 hereof. No correspondence or request for approval will be deemed to have been received until all requested documents have actually been received by the ACA in form satisfactory to the ACA. If the ACA requests additional information and the applicant fails to provide such information prior to the date stated in the ACA's notice, then the application shall be deemed denied. If the applicable submittal is denied or deemed denied, then the applicant shall be required to re-apply if the applicant still desires to proceed with the improvements and/or work in which event the applicant must have the ACA consider the request again after the applicant re-applies. If the ACA fails to issue its written approval within thirty (30) days after the ACA's receipt of all materials requested by the ACA to complete the submission, then such failure by the ACA to issue its written approval shall be deemed its disapproval of such materials. The ACA may charge a reasonable fee for reviewing requests for approval. It is the responsibility of the Owner seeking approval from the ACA to verify that the ACA has received its request for review and whether approval has been given by the ACA.

(b) **Approval Considerations - Aesthetics**. The proposed improvements will be approved if, in the sole opinion of the ACA: (i) the improvements will be of an architectural style, quality, color and material that are aesthetically compatible with the improvements within the Property; (ii) the improvements will not violate any term herein or in the ACA Standards; and (iii) the improvements will not have an adverse impact on the Property. Decisions of the ACA may be based on purely aesthetic considerations. The ACA shall have the authority to make final, conclusive and binding determinations on matters of aesthetic judgment and such determination shall not be subject to review so long as the determination is made in good faith and in accordance with the procedures set forth herein. Each Owner acknowledges that opinions on aesthetic matters are subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements and as the ACA and its members change over time.

6.6 **Timing of Completion of Approved Items**. All work approved by the ACA shall be completed within one (1) year after the approval by the ACA or such shorter period that the ACA may specify in the notice of approval, unless the completion is delayed due to causes beyond the reasonable control of the Owner, as determined by the ACA. All work and related improvements shall be in compliance with the items approved by the ACA.

6.7 **Improvements Impact on Drainage**. With respect to any improvements performed on a Lot and/or any alterations to the grade of a yard, the Owner shall take proper precautions to insure that such improvements do not cause the surface water drainage on the Lot to (a) drain onto an adjoining Lot in an amount more than the drainage amount prior to the improvement or alteration, or (b) collect near the foundation of the Dwelling. Although the ACA

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may comment on and/or deny the approval of plans because of the impact of the proposed improvements or alterations on surface water drainage, the ACA's comments or approval shall not constitute or be construed as a representation, warranty or guaranty that adverse surface water drainage problems will not occur and shall not be relied upon as such. The Owner is responsible for taking the necessary actions in order to avoid any surface water drainage problems, including, without limitation, engaging the services of a qualified consultant.

6.8 **No Waiver**. The approval by the ACA of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the ACA under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval.

6.9 **Variances**. The ACA may authorize variances from strict compliance with the requirements herein, in any ACA Standards or any required procedures: (a) in narrow circumstances where the design meets the intent of the provision from which variance is sought and where granting the variance would enhance design innovation and excellence, or (b) when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require. For purposes of this Section 6.9, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of any financing as the sole or primary reason for requesting a variance shall not be considered a hardship warranting a variance. No variance shall be contrary to the terms of this Declaration and no variance shall be effective unless in writing, nor shall a variance in one instance estop the ACA from denying a variance in other circumstances.

6.10 **Architectural Control Authority Standards**. The ACA may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, ACA Standards. The ACA Standards may not conflict with the terms of this Declaration. In this regard, any conflict between any ACA Standards and the terms of this Declaration shall be controlled by the terms of this Declaration. The Initial Building Guidelines adopted by the ACA are attached hereto as Exhibit "E".

6.11 **Enforcement; Non-Conforming and Unapproved Improvements.** If there are any significant or material deviations from the approved plans in the completed improvements, as determined by the ACA, in its sole and absolute discretion, such improvements will be in violation of this Article VI to the same extent as if made without prior approval of the ACA. In addition to the Association's rights in Section 5.9 hereof, the Association or any Owner may maintain an action at law or in equity for the removal or correction of (a) the non-conforming improvement or alteration, and/or (b) any improvement or alternation to any improvement on any Lot that is not approved by the ACA.

6.12 **Liability of Declarant and the ACA; Indemnity**.

(a) **Decisions of Declarant and ACA.** Declarant and the members of the ACA shall have no liability for decisions made by them so long as such decisions are made in good faith and are not discriminatory, arbitrary or capricious. Any errors in or omissions from the documents submitted to Declarant or the ACA shall be the responsibility of the entity or person submitting the documents, and neither Declarant nor the ACA shall have

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any obligation to check for errors in or omissions from any such documents, or to check for such documents' compliance with the general provisions of this Declaration, City codes and other regulations, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other issue.

(b) **No Liability of Declarant or ACA.** Declarant shall have no responsibility or liability for (i) the creation, selection, management or operation of the ACA, (ii) any actions taken or omitted to be taken by or on behalf of the ACA in connection with this Declaration or the Property, or (iii) any liabilities, obligations, debts, actions, causes of action, claims, debts, suits or damages incurred by or on behalf of or arising in connection with the ACA, the Property or the duties and obligations of the ACA pursuant to this Declaration. Furthermore, neither Declarant, the Association, the ACA, the Board nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ACA, the Board 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 reviewed, approved and/or rejected for engineering or structural design, adequacy of materials or adequacy of soils or drainage, and by approving such plans and specifications, neither Declarant, the Association, the ACA, the Board nor the officers, directors, members, employees and agents of any of them assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

(c) **Indemnification of Declarant and ACA.** Without limiting the foregoing provisions of this Section 6.12, subject to any limitations imposed under the TBOC or in the Bylaws, the Association shall indemnify, defend and hold harmless the ACA, Declarant, the Board and their officers, directors, members, employees and agents from and against all damages, claims and expenses, including, without limitation, attorneys' fees, reasonably incurred in connection with any threatened, initiated or filed action, suit or other proceeding (including the settlement of any suit or proceeding, if approved by the then Board) to which the ACA, Declarant or other indemnified persons may be a party by reason of its activities under or in connection with this Declaration.

ARTICLE VII
USE RESTRICTIONS AND COVENANTS

7.1 **Single Family Residential Use.** All Lots (excluding any Common Maintenance Areas) and Dwellings will be used and occupied for single-family residential purposes only and no trade or business may be conducted in or from any Lot and/or Dwelling, except that an Owner of the Dwelling may conduct business activities within the Dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from

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outside the Dwelling; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve unreasonable visitation to or from the Dwelling by clients, customers, suppliers or other business invitees; and (d) the business activity is ancillary to the residential use of the Dwelling and does not diminish the residential character of the Property or constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of the other residents in the Property. The determination of whether a business activity satisfies the foregoing requirements set forth in clauses (a) through (d) above in this Section 7.1 shall be made by the Board in its sole and absolute discretion. The business activity prohibition will not apply to the use by Declarant or any Builder of any (i) Dwelling as a model home, construction office and/or sales office, or (ii) Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot.

7.2 **Parking of Motor Vehicles.** No vehicles or similar equipment will be parked or stored in an area visible from any street within the Property, except passenger automobiles, motorcycles, passenger vans and pick-up trucks that (a) have less than 3 axles; (b) are in operating condition; and (c) are generally in daily use as a motor vehicle on the streets and highways of the State of Texas. Residents should first utilize their garage to park their vehicles, secondly the driveway and only if parking in both of these areas is exhausted, the public street in front of their home – if permitted by the City. No vehicle of any type may be parked on the street in a way which blocks the flow of traffic on the street, any driveway, sidewalk or neighboring mailbox at any time. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot or a street within the Property, except within an enclosed garage. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles or other machinery or equipment will be permitted in any driveway or portions of any Lot that are visible from any street within the Property No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, the Common Maintenance Areas or on any easement unless such vehicle, trailer, implement or apparatus is in use for maintaining such area or easement; provided, however, that this restriction will not apply to any driveways, roads, parking lots or other areas designated by the Board as intended for such vehicular use.

7.3 **Trailers, Boats, Commercial and Recreational Vehicles.** No campers, boats, trailers, motor homes, travel trailers, camper bodies, golf carts, recreational vehicles, non-passenger vehicles, vehicles with 3 or more axles or greater than 1 ton carrying capacity, and/or equipment or accessories related thereto may be kept on any Lot, unless such item is operable and such item is (a) kept fully enclosed within a garage located on such Lot; (b) kept fully screened from view by a screening structure or fencing approved by the ACA; (c) temporarily parked on any street within the Property or on a Lot for the purpose of loading or unloading; or (d) a commercial vehicle that is in use for the construction, maintenance or repair of a Dwelling or Lot in the immediate vicinity. The Board will have the absolute authority to determine from time to time whether an item is in operable condition and complies with the requirements in clauses (a) through (d) above in this Section 7.3. Upon an adverse determination by the Board, the Owner will cause the item to be removed and/or otherwise brought into compliance with this Section 7.3. Notwithstanding any provision herein, no trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time.

7.4 **Fences.**

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(a) **Required Fencing**. The backyard of each Lot must be fully enclosed with a perimeter fence. The Owner must at all times maintain the fence on its Lot in accordance with the terms of this Declaration, unless such Owner obtains the ACA's written approval to modify, replace, relocate or remove such fence in accordance with the provisions of this Declaration.

(b) **Type of Fencing**. All perimeter fences will be wood, stone, metal, brick and/or masonry. No other type of fencing shall be permitted. All fencing shall comply in all respects (including size and location) with applicable City requirements, including, without limitation the City. All perimeter fences shall be six feet in height unless another height is approved by the ACA and shall be a color approved by the ACA. Unless approved by the ACA, fences may not be stained or painted, except that fences may be stained with a clear stain or with the same color stain as originally applied by Declarant. The portion of all fences which face a street adjoining such Owner's Lot (front, side or rear streets, but not alleys) or which face a Common Area, open space, park or other recreational area adjoining such Owner's Lot (which area may be separated by an alley) shall have the smooth surface of the fence materials facing the applicable street or Common Area. The fence posts and bracing boards on such front, side and rear fences shall face the interior of the fenced yard.

(c) **Location of Fence**. Unless approved by the applicable governmental authority and the ACA, no fence or wall will be placed (i) on any Lot in a location nearer the street than the front building setback line for such Lot, or (ii) on those certain corner Lots whose rear boundary line adjoins any portion of another Lot's front yard of a Lot behind the corner Lot, in a location nearer to the front building setback line for the street that is in front of the adjoining Lot. The foregoing shall not limit or restrict fences erected in conjunction with model homes or sales offices. In addition to the foregoing, easements may also restrict the placement of fences.

(d) **Maintenance of Fencing**. Except with respect to Association Maintenance Fencing, each Owner shall maintain the portion of fencing on such Owner's Lot in a presentable condition and shall make all repairs and replacements thereto (as deemed necessary by the Board, in its sole and absolute discretion), except that Owners adjoining a Common Fence (as provided in Section 7.4(f) hereof) shall share in the cost of such maintenance as provided in Section 7.4(f) hereof. The Association shall be responsible to maintain the Association Maintenance Fencing.

(e) **No Changes / Repairs**. All repairs and replacements to the perimeter fencing must be done using the same type and color of materials so that such fencing does not appear to have been repaired or replaced, except to the extent of the new appearance of the repaired or replaced materials. Except as provided in this Section 7.4(e), no fencing (including, without limitation, Association Maintenance Fencing) may be changed or modified without the prior written consent of the ACA. This includes the prohibition against changing the height of the fencing and the fencing materials.

(f) **Common Fencing**. Except for Association Maintenance Fencing, side and rear yard fences that are installed by Declarant or the Builder of the Dwelling to separate adjacent Lots as a common boundary fence (the "**Common Fence**") shall be maintained jointly by the Owner(s) whose Lot(s) adjoin(s) such Common Fence and the costs

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associated therewith shall be shared equally by said Owners. An Owner is not released from the joint maintenance obligation even if an Owner constructs a second fence along or near the Common Fence, unless the other Owner agrees in writing otherwise and the ACA's approval is obtained. If the Owners disagree regarding the timing, cost or other applicable issue related to the repair or replacement of a Common Fence or any portion thereof, then either Owner may (i) make the repair or replacement (provided any applicable ACA approval is obtained) and seek collection of one-half (1/2) of the cost of repair or replacement at Arbitration (as defined herein); and/or (ii) seek payment of one-half (1/2) of the cost of repair or replacement at Arbitration, subject to the repair or replacement being made. The term "**Arbitration**" shall mean binding arbitration pursuant to the rules of the American Arbitration Association or such other person or entity approved by the applicable Owners.

7.5 **Common Retaining Wall**.

(a) **Maintenance of Common Retaining Wall**. Any retaining walls that are installed by Declarant on a common boundary of two Lots or that are located on a Lot, but adjacent to (within 3 feet) and generally parallel with another Lot (a "**Common Retaining Wall**") shall be maintained jointly by the Owner whose Lot the Common Retaining Wall is located on and the Owner whose Lot is adjacent to the Common Retaining Wall (depending upon which is applicable) and the costs associated therewith shall be shared equally by said Owners. An Owner is not released from the joint maintenance obligation unless the other Owner agrees in writing to such release. The Common Retaining Wall shall be maintained in the same location, size, style and design and with the same materials, unless both Owners agree in writing otherwise and the ACA's approval is obtained. If the Owners disagree regarding the timing, cost or other applicable issue related to the repair or replacement of a Common Retaining Wall and/or portion thereof, then either Owner may (i) make the repair or replacement (provided any applicable ACA approval is obtained) and seek collection of one-half (1/2) of the cost of repair or replacement at Arbitration, and/or (ii) seek payment of one-half (1/2) of the cost of repair or replacement at Arbitration, subject to the repair or replacement being made.

(b) **Easement for Common Retaining Wall**. Common Retaining Walls may or may not be located exactly on the common boundary line between two Lots. Therefore, there is hereby created an easement in and on the Lot where the Common Retaining Wall is actually located. The easement area shall be limited to the area that is within 3 feet of the common boundary line. The easement shall be for the benefit of the Owner of the Lot that adjoins the Common Retaining Wall so that such Owner can maintain the Common Retaining Wall as provided in Section 7.5(a).

7.6 **Outbuildings, Sheds and Detached Buildings**. No detached accessory buildings (including, but not limited to, detached garages and storage buildings and sheds) shall be erected, placed or constructed upon any Lot, unless (a) the building is approved by the ACA prior to the installation or construction of the building; (b) such building is compatible with the Dwelling to which it is appurtenant in terms of its design and material composition; (c) the exterior paint and roofing materials of such building shall be consistent with the existing paint and roofing materials of the Dwelling; (d) the building is located within a backyard that has a fence that completely encloses the backyard; (e) the height of the walls (excluding the roof) is not greater than 6 feet; (f)

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the total height of the building (including walls and roof) is not greater than 9 feet; (g) such building shall not be directly visible from any adjacent street, and (h) the building has less than 200 square feet of floor space. In addition, the Owner is required to comply with any applicable governmental requirements, including, without limitation, any necessary permits.

7.7 **Animals**. No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except that a reasonable number of cats, dogs or other generally recognized household pets may be permitted on any Lot; however, those pets which are permitted to roam free, or in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or unreasonable source of annoyance to the occupants of other Lots shall be removed from the Lot upon the request of the Board. If the animal owner fails to remove the animal from the Lot after the Board's request, the Board may remove the animal, in addition to imposing such other sanctions as are authorized by the Declaration and the Bylaws. All animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. All persons bringing an animal onto the Common Maintenance Areas shall be responsible for immediately removing any solid waste of said animal.

7.8 **Signs.** Except for Entry Signs, no sign or emblem of any kind, including "for rent" signs, may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following: (a) an Owner may erect one (1) sign on a Lot advertising the Dwelling for sale or lease, provided that the sign does not exceed two (2) feet by three (3) feet in size; (b) an Owner may temporarily place one (1) sign on a Lot advertising the "open house" of a Dwelling for sale, provided that the sign does not exceed two (2) feet by three (3) feet in size and the sign may only be displayed during actual open house hours; (c) an Owner may place one (1) sign on the inside of a window advertising a Dwelling "for rent", provided that the sign does not exceed one and one-half (1 1/2) feet by one and one-half (1 1/2) feet in size; (d) signs or billboards may be erected by Declarant or any Builder designated in writing by Declarant as having the right to erect such signs or billboards; (e) an Owner may temporarily place one (1) sign on a Lot advertising a "garage sale", provided that the sign does not exceed two (2) feet by three (3) feet in size and the sign may only be displayed during the garage sale hours; or (f) political signs 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 will not be erected more than sixty (60) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election. The ACA may in the ACA Standards permit additional signs and/or place additional restrictions or limitations on the signs permitted in this Declaration, provided that such additional restrictions or limitations do not conflict with the terms hereof. The Association will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing. Removal shall not subject Declarant, the Board, the Association or the Association's officers or agents to any liability in connection with such removal.

7.9 **Trash; Containers and Collection.** No garbage or trash shall be placed or kept on any Lot, except in covered sanitary containers. In no event shall such containers be stored, kept, placed or maintained on any Lot where visible from the location on the street that is immediately in the front of the Dwelling except solely on a day designated for removal of garbage, then such containers may be placed in the designated location for pick-up of such garbage and the container will be removed from view before the following day. Materials incident to construction

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of improvements may be stored on Lots during construction by Declarant or any Builder designated in writing by Declarant during the Development Period.

7.10 **Nuisances.** No noxious or offensive activity, including, without limitation, unreasonable smells, noise or aesthetics, will be carried on upon any Lot, nor will anything be done thereon which the Board determines, in its sole and absolute discretion, is or may become an unreasonable source of annoyance or nuisance to the Property.

7.11 **Antennae and Satellite Dishes.** Except with the written permission of the ACA or as provided herein, exterior antennae, aerials, satellite dishes or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind may not be placed on the exterior of any Dwelling or on any portion of the Lot outside the Dwelling, except that (a) antennas, satellite dishes or other apparatuses that are one meter or less in diameter and that are designed to receive transmissions other than television broadcast signals shall be permitted; and (b) antennas or satellite dishes designed to receive television broadcast signals shall be permitted. Any of the foregoing permitted devices and any other device permitted by the ACA (a "**Permitted Device**"), must be located in an area where such Permitted Device is not visible (for aesthetic reasons) from any portion of the street in front of the applicable Lot with the apparatus. However, if the Owner determines that the Permitted Device cannot be located in compliance with the foregoing non-visibility requirement without precluding reception of an acceptable quality signal, then the Owner may install the Permitted Device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained. The ACA in the ACA Standards may include rules or provisions regarding the type of additional Permitted Devices and/or the placement of Permitted Devices, provided that such ACA Standards do not conflict with the terms of this Section 7.11 and do not unreasonably increase the cost of installation, maintenance or use of the Permitted Device. A Permitted Device that complies with the provisions of this Section 7.11 and the ACA Standards shall not require the ACA's approval prior to installation. However, the ACA shall be the sole and exclusive authority for purposes of determining if the item or device complies with the provisions of this Section 7.11 and the ACA Standards.

7.12 **Air-Conditioning Units.** Air-conditioning apparatuses must be installed on the ground behind the rear of the Dwelling, on the ground on the side of the Dwelling or in such other location as may be approved by the ACA. No air-conditioning apparatus or evaporative cooler may be located in or on the front of any Dwelling or attached to any roof, wall or window of any Dwelling.

7.13 **No Solar Collectors**. Except with the written permission of the ACA, no solar collection panels or similar devices may be placed on or around any Dwelling. During the Development Period, the ACA shall be entitled, in its sole and absolute discretion, to restrict or prohibit entirely the installation of solar collection panels or similar devices. Upon expiration of the Development Period, the ACA shall be entitled to restrict or prohibit the installation of solar collection panels or similar devices if installation would result in any one or more of the following conditions: (1) as adjudicated by a court, the device threatens the public health or safety or violates applicable law; (2) the device is to be located on Common Areas or other property owned or maintained by the Association; (3) the device is to be located in an area on the Owner's Lot other than on the roof of the Dwelling or of another structure approved by the ACA for construction on the Owner's Lot or in a fenced yard or patio owned and maintained by the Owner; (4) if to be

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mounted on the roof of the Dwelling, the device (a) extends higher than or beyond the roofline, (b) is located in an area other than that which has been designated by the ACA, (c) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline or (d) has a frame, a support bracket, or visible wiring that is not in a silver, bronze, or black tone commonly available in the marketplace; (5) if to be mounted in a fenced yard or patio, the device is taller than the fence line; or (6) if the device, as installed, voids material warranties.

7.14 **No Temporary Structures as a Residence.** No structure of a temporary character, including, without limiting the generality thereof, any tent, shack, garage or barn will be used on any Lot at any time as a residence, either temporarily or permanently; except that camping out in a tent, that is erected in the back yard behind a fully screened fence, is permitted provided that such activity is on a temporary basis and does not become or constitute a nuisance or unreasonable source of annoyance to the occupants of other Lots as determined by the Board in its sole and absolute discretion. This restriction will not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, selection center offices, construction offices or material storage facilities.

7.15 **Landscaping Maintenance.** All yards must be sodded or grassed within a reasonable time period not to exceed one (1) month after the initial conveyance of a Lot with a Dwelling thereon to an Owner. Decorative ground cover rock (excluding flower beds and planters with mulch rather than rock) in the front and side yard may not exceed 10% of the total area of the front and side yard. All trees, grass and other landscaping located on any Lot must be properly maintained at all times by the Owner of such Lot in a trimmed, well-kept and clean condition, as determined by the Board, in its sole and absolute discretion. Each Owner will keep all shrubs, trees, grass and plantings of every kind on his or her Lot cultivated, pruned, and free of trash and other unsightly material. In addition, each Owner shall on a regular basis remove weeds from the yard, including, without limitation, flower beds and planter areas. No hardscape, including without limitation, any edging, may include symbols, characters, numbers or letters, unless approved in advance by the ACA.

7.16 **Owner's Maintenance of Adjacent Areas.** (a) Unless such obligations are expressly assumed in writing by the Association as provided in paragraph (c) below, each Owner shall, at its sole cost and expense, be obligated to undertake all activities and work (collectively, the "**Adjacent Area Maintenance Work**") necessary to properly mow, irrigate and otherwise maintain in good condition all areas ("**Adjacent Areas**") situated between the boundary of such Owner's Lot and the back of the curb of any adjacent public or private rights-of-way, street or alley. The Adjacent Area Maintenance Work shall include, without limitation, irrigating, pruning, maintaining and replacing all landscaping and trees located within the Adjacent Areas and maintaining and/or replacing (as necessary) all irrigation equipment or lines located within the Adjacent Areas. Furthermore, no landscaping (including, without limitation, trees) or improvements may be removed from, or modified or installed within, the Adjacent Areas without the advance written consent of the Board.

(b) In the event an Owner fails or refuses to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) perform any Adjacent Area Maintenance Work for which it is responsible, such failure will constitute a violation of this Declaration. In such event, without limitation on any other rights or remedies arising out of such violation, the Board may additionally cause such Adjacent Area Maintenance

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Work to be performed in a manner determined by the Board, in its sole and absolute discretion. If the Board causes any Adjacent Area Maintenance Work to be performed due to an Owner's failure to do so, the Owner otherwise responsible therefor will be liable to the Association for all costs and expenses incurred by the Association for effecting such Adjacent Area Maintenance Work. If such Owner fails to pay such costs and expenses timely upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the Designated Interest Rate) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in this Declaration for assessments and may be collected by any means provided in this Declaration for the collection of assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

(c) The Association at any time, but without any obligation to do so, may assume responsibility for all or a portion of the Adjacent Area Maintenance Work associated with one or more Owner's Lots. The Association may also from time to time enter into agreements with one or more Owners pertaining to the Adjacent Area Maintenance Work or the costs thereof, in the sole discretion of the Board.

(d) To the extent any such Adjacent Areas are Common Areas, an Owner shall not be responsible or liable to the Association for injury or loss caused to third parties as a result of such Owner's performance of his/her Adjacent Maintenance Work within such Adjacent Areas (unless and to the extent caused by the gross negligence or willful misconduct of such Owner), and the Association shall maintain general commercial liability insurance with respect to such Adjacent Areas that are Common Areas. **THE ASSOCIATION WILL INDEMNIFY AND HOLD HARMLESS EACH OWNER AND HIS/HER HEIRS, SUCCESSORS AND ASSIGNS FROM ANY THIRD PARTY CLAIMS OR CAUSES OF ACTION FOR DAMAGE TO PERSON OR PROPERTY THAT DIRECTLY ARISE OUT OF SUCH OWNER'S PERFORMANCE OF HIS/HER ADJACENT AREA MAINTENANCE WORK WITHIN ANY ADJACENT AREA THAT IS COMMON AREA, EXCEPT FOR SUCH CLAIMS OR CAUSES OF ACTION ARISING BY REASON OF SUCH OWNER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

7.17 **Sidewalks.** The Owner shall be responsible for maintaining any sidewalk located on such Owner's Lot to the extent required by the City or any other applicable governmental authority.

7.18 **Exterior Improvement Maintenance.** All improvements upon any Lot will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot in a presentable well-kept and clean condition, as determined by the Board, in its sole and absolute discretion.

7.19 **Garages**. Each Dwelling must have a garage that will accommodate a minimum of two (2) automobiles. All garages must comply with all applicable governmental requirements. Garages may be used as Declarant's or a Builder's sales offices prior to permanent occupancy of the main structure; however, sales offices must be converted to garages prior to permanent occupancy. With the exception of periods when garages are used by Declarant or Builder as sales

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offices, all garages will be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation. No carports are permitted on a Lot.

7.20 **Clothes Hanging Devices.** No clothes hanging devices are to be constructed or placed on the Lot, except within the Dwelling.

7.21 **Window Treatment.** No aluminum foil, newspaper, reflective film, bed sheets or similar linens, nor any similar treatment, will be placed on windows or glass doors of a Dwelling.

7.22 **Oil and Gas Drilling or Mining.** There are, or may be, various persons and entities owning, leasing, exploring for, developing, producing and transporting oil, gas or other minerals on, under, on property adjacent to or in the vicinity of the Community, and owning, leasing or operating pipelines, drilling facilities, or ancillary drilling operations under, on property adjacent to or in the vicinity of the Community (collectively, "Drilling Activities"). There is and will be traffic, noise, vibration, fumes, dust, emissions, fuels, gases, lubricants, liquids, particulate matter and other matters or conditions resulting from Drilling Activities. By accepting title to the Property each owner (a) acknowledges, for himself or herself, and for all future owners and occupants of all or any portion of the Property, that the Property is in the vicinity of Drilling Activities, and (b) waives, excepts and releases Seller from all claims, causes of action and liabilities of any nature arising out of or in connection with (i) the Drilling Activities, (ii) the proximity of the Property to the Drilling Activities, and (iii) inconveniences, annoyances, impacts, conditions and effects resulting therefrom, including, without limitation traffic, noise, vibration, fumes, dust, emissions, fuels, gases, lubricants, liquids, particulate matter and other matters or conditions and interference with sleep, use, occupancy and any other activities at Buyer's Property or within the Community. All inquiries or questions related to the location and operation of Drilling Activities should be directed to the City of Denton.

No drilling, refining, quarrying or mining operation of oil, gas or other minerals of any kind will be permitted upon or from the surface of any Lot, nor will any oil derrick, well, tank, storage facility or other related equipment be permitted on any Lot. This **Section 7.22** shall not prohibit Drilling Activities in existence prior to the date of this Declaration being filed in the Real Property Records of the County and/or subsurface drilling activities that begin upon and are conducted from the surface of real property not subject to this Declaration.

7.23 **Mail Boxes.** Mailboxes shall be of similar type and design and in the same location as originally installed, unless the ACA approves additional types and designs or locations of mail boxes.

7.24 **Athletic and Recreational Facilities.** No outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts may be placed on a Lot unless (a) such item is placed within a backyard that has a fence that completely encloses the backyard and the location and the item does not exceed twelve (12) feet in height, or (b) such item is a temporary and movable facility that is stored each night in the garage, the Dwelling or other fully screened area. Notwithstanding the foregoing, basketball goals and any other recreation equipment designated by the ACA may be located on any portion of the Lot (including side yards) that is behind any portion of the rear of the Dwelling.

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7.25 **Lighting; Exterior Holiday Decorations.** Lighting and/or decorations on a Lot may not be used or placed in a manner which, in the Board's sole and absolute discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations within the interior of a Dwelling that are not displayed in a window, lights and decorations that are erected or displayed on a Lot in commemoration or celebration of publicly observed holidays may not be displayed more than six (6) weeks in advance of that specific holiday and must be removed within thirty (30) days after the holiday has ended.

7.26 **Flags, Flagpoles, Lawn Decorations and Sculptures.** The Owner must have the approval of the ACA to place any decorations, sculptures, fountains, flags, flagpoles and similar items on any portion of such Owner's Lot except the interior of the Dwelling, unless (a) such item is placed within a backyard completely enclosed by a fence which blocks the view of the item at ground level; and (b) such item is no taller than the fence. Displays of American patriotism, school pride, and individuality are encouraged within reason and decorum; however, to maintain the overall aesthetic character of the community, the following restrictions shall govern the display of flags within the community. No more than one (1) in-ground flagpole, of not more than twenty feet (20') in height, may be installed in a location within the Owner's Lot as designated or approved in advance of installation by the ACA. Each Owner is authorized to mount two temporary or permanent flagstaffs on the front, rear or side of their Dwelling by wall bracket. The flagstaffs should not to exceed six (6) feet in length. The suggested location for such bracket mounting is on the garage doorframe or near the garage door. No roof-mounted flagstaff is allowed. Multiple flag configurations and any flagstaff in excess of six (6) feet must be approved by the ACA prior to installation or display. The Owner may use the flagpole or flagstaff to display the American flag, the Texas flag, a flag of any branch of the United States armed forces, and pennants or banners such as school flags or sports team flags. All flags may contain no more than twenty-four (24) square feet of material and must be of good taste and presentation.

7.27 **Pools/Equipment.** All swimming pools and associated decks shall be located in side and rear yards. They may not be located in easements. Pool equipment must be located where it will not cause a nuisance to neighbors and must be fully screened with privacy fence or evergreen shrubs or other approved landscaping. A privacy fence shall not be higher than necessary to screen the equipment. Lattice-type fencing will be considered for this purpose. Above ground pools, masonry block, vinyl lined and low hung vinyl lined pools are not allowed. Pneumatic pool enclosures are not permitted.

7.28 **No Lot Consolidation or Division.** No Owner, other than Declarant, may divide any Lot and/or consolidate any adjoining Lots and/or any portion thereof.

7.29 **Drainage Alteration Prohibited.** Unless approved by the ACA, no Owner will: (a) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the Dwelling; or (b) install landscaping or other improvements that may interfere with, obstruct or divert drainage flows established by Declarant or any Builder. The foregoing shall not prevent or limit Declarant from performing any grading work and/or changing any surface water drainage flow on any Lot.

7.30 **Construction Activities.** This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by an Owner (including Declarant) upon

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any Lot within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. If construction upon any Lot does not conform to usual practices in the area as determined by the Board, in its sole good faith judgment, the Board will have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot, there is an excessive accumulation of debris of any kind that is offensive or detrimental to the Property or any portion thereof, then the Board may contract for or cause such debris to be removed, and the Owner of such Lot will be liable for all expenses incurred in connection therewith.

7.31 **Declarant and Builder Development and Construction.** Notwithstanding any other provision herein, Declarant, and its successors and assigns, and any Builders, will be entitled to conduct on the Property all activities normally associated with, and convenient to, the development of the Property and the construction and sale of Dwellings on the Property.

7.32 **Rainwater Harvesting Systems.** Rain System Application and each Rain System Device to be installed in accordance with and must comply with the following:

The Rain System Device must be consistent with the color scheme of the residence, the Device does not include any language or other content that is not typically displayed on such a device, the location is not in the front of the home or adjoining or adjacent street. The Rain System Device must always be properly maintained or removed by the owner and the Rain System Device must be enclosed or covered. If the Rain System Device is not properly maintained, becomes unsightly or could serve as a breeding pool for mosquitoes, then it must be removed by the owner from the Lot. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device.

ARTICLE VIII
COMMON AREAS

8.1 **Association to Hold and Maintain.** The Association will accept and own all Common Areas in fee simple title. The Association shall maintain, at the Association's cost, the Common Area and any improvements and landscaping thereon in good repair. The Association shall also maintain the Common Maintenance Areas, at the Association's cost, to the extent the Board determines that such maintenance is desirable. The costs of such maintenance for the Common Areas and Common Maintenance Areas shall be the Association's responsibility, regardless if such cost was incurred during or after the Development Period.

8.2 **Use of Common Areas at Own Risk.** Each Owner, by acceptance of a deed to a Lot, acknowledges that the use and enjoyment of any Common Area and/or any recreational

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facility or improvement thereon involves risk of personal injury or damage to property. Each Owner acknowledges, understands and covenants to inform all of its tenants, invitees, agents and occupants of its Lot that Declarant, any Builder, the Association, the Board, any committees and all of their officers, directors, members, employees and agents are not insurers of personal safety and that each person using the Common Area and any recreational facility or improvement thereon assumes all risks of personal injury and loss or damage to property including any loss or damage resulting from the use and enjoyment of any recreational facility improvement or other portion of the Common Area.

8.3 **Condemnation of Common Area.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto will be payable to the Association and will be used by the Association as the Board determines, in its sole discretion, including, without limitation, (a) to purchase additional Common Areas to replace that which has been condemned, (b) to reconstruct or replace on the remaining Common Area any improvements that were on condemned Common Area, (c) to pay for Common Expenses, or (d) to be distributed to each Owner on a pro rata basis.

8.4 **Damage to Common Area**. If the Common Area or improvements on the Common Maintenance Areas are damaged and if there are insurance proceeds sufficient to repair such damage and return such areas or improvements to their prior condition, then the Association shall cause such damage to be repaired or reconstructed unless sixty-seven percent (67%) or more of all outstanding votes of the Members entitled to be cast vote not to make such repair or reconstruct within ninety (90) days after the loss. If said sixty-seven percent (67%) vote is cast not to repair or reconstruct such damage and no alternative improvements are authorized, the damaged property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

8.5 **Conveyance of Common Areas by Declarant to Association**. Declarant shall have the right to convey title to any portion of the Property owned by Declarant, or any easement interest therein, to the Association as Common Area, and the Association shall be required to accept such conveyance. Property conveyed by Declarant to the Association as Common Area shall be conveyed free and clear of monetary liens and encumbrances other than taxes and assessments imposed by governmental entities or districts authorized by Texas law. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the Records.

8.6 **Annual Inspection of Common Area - Budget**. From the period commencing on the expiration of the Development Period until ten (10) years thereafter, the Association shall at least annually examine the condition of the Common Area to evaluate the quality, frequency and adequacy of maintenance performed during the preceding year, and to recommend maintenance for the upcoming year. The examination and report may be performed by one or more experts hired by the Association for this purpose, such as a professional property manager, an engineer or professional contractors such as landscapers and brick masons. Within fifteen (15) days after performing the inspection, the expert should submit to the Board a written report with findings and recommendations. The Board should evaluate the Association's operating budget and reserve accounts for maintenance, repair and replacement in light of the expert's findings and recommendations. Any decision by the Board to reduce or defer recommended maintenance

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should be made with an evaluation of the potential consequences for future costs and deterioration. Any expert's report shall be a record of the Association that is available to Owners for inspection and copying.

8.7 **No Representations or Warranties Regarding Lakes, Creeks or Drainage Areas**. Declarant has informed and hereby informs the Association and all Owners that any lakes, creeks or drainage areas located on or to be constructed upon the Common Area (the "**Water/Drainage Improvements**") are intended primarily for drainage purposes and are not intended as a recreational feature or an amenity with certain specific aesthetic qualities. Declarant makes no representations or warranties regarding the Water/Drainage Improvements and Declarant hereby disclaims any and all representations and warranties regarding the Water/Drainage Improvements, including, without limitation, any implied warranties, including any warranty of fitness for a particular purpose and any warranty of good and workmanlike construction. THE ASSOCIATION HEREBY AGREES TO ACCEPT THE WATER/DRAINAGE IMPROVEMENTS IN THEIR "AS-IS" CONDITION.

8.8 **No Representations or Warranties Regarding Open Space**. Declarant has informed and hereby informs the Association that the Common Area or portions thereof depicted and/or described on **Exhibit "C"** attached hereto (the "**Open Space Area**"), is intended primarily as an unimproved open space to be maintained in a natural or semi-natural condition and not as a recreational feature or an amenity with certain specific aesthetic qualities. Declarant makes no representations or warranties regarding the Open Space Area and Declarant hereby disclaims any and all representations and warranties regarding the Open Space Area, including, without limitation, any implied warranties, including any warranty of fitness for a particular purpose and any warranty of good and workmanlike construction. THE ASSOCIATION HEREBY AGREES TO ACCEPT THE OPEN SPACE AREA IN ITS "AS-IS" CONDITION.

ARTICLE IX
EASEMENTS

9.1 **Easement for Utilities on Common Area.** During the Development Period, Declarant, on behalf of itself, reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for the construction, installation, use and maintenance for utilities, including, without limitation, water, sewer, electric, cable television, telephone, natural gas and storm water and drainage related structures and improvements. The Association will also have at all times the right to grant the easements described in this Section 9.1.

9.2 **Easement to Correct Drainage on Property.** For a period of five (5) years after the expiration of the Development Period, Declarant hereby reserves for the benefit of Declarant and any Builder, a blanket easement on, over and under the ground within the Property (excluding the area where a Dwelling is located) to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and will 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 will be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property. Any damage to a Lot caused by or due to the exercise

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of the foregoing drainage easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

9.3 **Easement for Right to Enter Lot.** If an Owner fails to maintain its Lot as required herein, or in the event of emergency, the Association will have the right to enter upon the Lot to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein will not be deemed a trespass, and the Association will not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

9.4. **Easement for Right to Enter and Inspect Common Area**. For a period of ten (10) years after the expiration of the Development Period, Declarant shall have the right, but not the obligation, to enter upon the Common Area for purposes of inspecting and repairing the Common Area and/or any improvements thereon at Declarant's expense; provided, however, nothing contained herein shall obligate Declarant to make any such inspections or repairs or to incur any expense.

9.5 **Temporary Easement to Complete Construction.** All Lots will be subject to an easement of ingress and egress for the benefit of Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Lots as may be expedient or necessary for the construction, servicing and completion of Dwellings and landscaping upon adjacent Lots, provided that such easement will terminate as to any Lot twenty-four (24) months after the date such Lot is conveyed to an Owner other than a Builder. Any damage to a Lot caused by Declarant due to exercise of the foregoing completion easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

9.6 **Association Easement**. Declarant hereby reserves an Association Easement for the benefit of Declarant and the Association for the purpose of placing, constructing and maintaining any Entry Signs, Association Maintenance Fencing and landscaping located within or on a Lot. Without limiting the foregoing, Declarant hereby specifically reserves for the benefit of Declarant and the Association an Association Easement over the area described on **Exhibit "D"** attached hereto for the purpose of placing, constructing and maintaining subdivision Association Maintenance Fencing thereon. The real property subject to the Association Easement shall be conveyed subject to the Association Easement.

ARTICLE X
ANNEXATION AND WITHDRAWAL

10.1 **Annexation by Declarant.** While Declarant owns any real property subject to this Declaration, Declarant may, at its sole option, amend and expand the definition of Property by annexing real property into the Association and subjecting such real property to the terms hereof; provided; however, that Declarant shall not have the right to annex real property that is located more than one-half (1/2) of a mile from the Property (as such term may be amended), without the required approval of the Members as provided in Section 10.2 below.

10.2 **Annexation by Association**. The Association may annex any real property into the Association and subject such real property to the terms hereof with the affirmative vote of

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sixty-seven percent (67%) or more of all outstanding votes of the Members that are entitled to be cast.

10.3 **Recording of Annexation**. The annexation of such real property shall be evidenced by a written Recorded document.

10.4 **No Duty to Annex**. Nothing herein contained shall establish any duty or obligation on the part of Declarant or any Member to annex any real property, and no owner of any property excluded from the Association shall have any right to have such property annexed thereto.

10.5 **Withdrawal of Property**. While Declarant owns any real property subject to this Declaration, Declarant may amend this Declaration to withdraw any real property from the definition of the Property and from the coverage of this Declaration, provided that the owner of real property to be withdrawn consents to such withdrawal.

ARTICLE XI
DISPUTE RESOLUTION

11.1 **Introduction & Definitions**. The Association, the Owners, Declarant and all persons subject to this Declaration (individually a "**Party**" and collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article XI applies to all Claims (as hereafter defined). As used in this Article XI only, the following words, when capitalized, have the following specified meanings:

(a) "**Claim**" means any claim, grievance or dispute between or among the Parties arising from or in connection with this Declaration, the Bylaws or the Certificate or related to the Property, except Exempt Claims (as defined below), and including, without limitation: (i) Claims arising out of or relating to the interpretation, application or enforcement of this Declaration; (ii) Claims relating to the rights and/or duties of Declarant as Declarant under this Declaration; and (iii) Claims relating to the design, construction or maintenance of the Property.

(b) "**Claimant**" means any Party having a Claim against any other Party.

(c) "**Exempt Claims**" means the following claims or actions, which are exempt from this Article XI: (i) the Association's claim for assessments, and any action by the Association to collect assessments; (ii) an action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration; (iii) enforcement of the easements, architectural control, maintenance and use restrictions of this Declaration; (iv) a suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article; and (v) a dispute that is subject to alternate dispute resolution (such as mediation or arbitration) by the terms of a public law or another instrument, such as a contract or warranty agreement, in which

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case the dispute is exempt from this Article unless the Parties agree to have the dispute governed by this Article.

(d) "**Respondent**" means the Party against whom the Claimant has a Claim.

11.2 **Mandatory Procedures**. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article XI.

11.3 **Notice**. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (a) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (b) the basis of the Claim (i.e., the provision of the Declaration, Bylaws or Certificate other authority out of which the Claim arises); (c) what Claimant wants Respondent to do or not do to resolve the Claim; and (d) that the Notice is given pursuant to this Section 11.3.

11.4 **Negotiation**. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

11.5 **Mediation**. If the Parties negotiate but do not resolve the Claim through negotiation within one hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the Parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the Parties mutually agree. If Claimant does not submit the Claim to mediation within the thirty (30) day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

11.6 **Termination of Mediation**. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

11.7 **Allocation of Costs**. Except as otherwise provided in this Section 11.7, each Party bears all of its own costs incurred prior to and during the proceedings described in Sections 11.3, 11.4 and 11.5 above, including its attorneys' fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

11.8 **Enforcement of Resolution**. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set

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forth in this Article XI. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorney's fees and court costs.

11.9 **General Provisions**. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not a party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article XI.

11.10 **Litigation Approval and Settlement**. In addition to and notwithstanding the above alternate dispute resolution procedures, the Association may not initiate any judicial or administrative proceeding without the affirmative vote of at least seventy-five percent (75%) of the votes of all Members, except that no such approval is required (a) to enforce provisions of this Declaration, including collection of assessments; (b) to challenge condemnation proceedings; (c) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (d) to defend claims filed against the Association or to assert counterclaims in a proceeding instituted against the Association; or (e) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo. Also, without limiting the provisions of Section 6.12 hereof, the Association may not initiate any judicial or administrative proceeding against Declarant without the affirmative vote of at least seventy-five percent (75%) of the votes of all Members. The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

ARTICLE XII
MISCELLANEOUS

12.1 **Declaration Term - Perpetual.** Unless ninety (90%) of all outstanding votes of the Members that are entitled to be cast approve the termination of this Declaration, the provisions of this Declaration shall run with and bind the Property and shall be and remain in effect perpetually to the extent permitted by law. A written instrument terminating this Declaration shall not be effective unless Recorded.

12.2 **Amendments to Declaration**.

(a) **Amendment by Declarant**. During the Development Period, Declarant, in its sole discretion and without a vote or the consent of any Owner or other party, shall have the right to amend this Declaration for the following purposes: (i) to add real property to the Property, (ii) to create lots, easements, common areas, common maintenance areas, fencing and signage, (iii) to modify the use and covenant restrictions in Article VII hereof, (iv) to comply with the requirements of any governmental authority or institutional lender or underwriting lender, (v) to resolve conflicts, clarify ambiguities and to correct misstatements, errors or omissions in this Declaration, and (vi) for any other purpose; provided, however, that any amendment made pursuant to this clause (vi) must not have any material adverse effect on any right of an Owner without the consent of such Owner.

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(b) **Amendment by Association**. Except as provided in Article XI above, the Association may amend the terms and provisions of this Declaration by the affirmative vote of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast. Any amendment must be Recorded. Notwithstanding the foregoing, the Association shall be required to obtain Declarant's written consent to any amendment during the Development Period.

12.3 **Enforcement by Association and/or Owner.** The Association or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction of this Declaration will in no event be deemed a waiver of the right to do so in the future.

12.4 **Remedies; Cumulative**. In the event any Lot does not comply with the terms hereof or any Owner fails to comply with the terms hereof, the Association and/or any Owner will have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and any rules and regulations, and those which may be available at law or in equity, including, without limitation, enforcement of any lien, damages, injunction, specific performance, judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity will be deemed mutually exclusive of any other such remedy, but instead shall be cumulative.

12.5 **Notice to Association of Sale or Transfer**. Any Owner (other than Declarant) desiring to sell or otherwise transfer title to his or her Lot shall give the Board written notice of the name and address of the purchaser or transferee, within thirty (30) days after the date of such transfer of title, and such other information as the Board may reasonably require. With the Board's approval a number of independent fees may be charged in relation to the transfer of title to a Lot, including, but not limited to, fees for resale certificates, estoppel certificates, copies of this Declaration, the Bylaws and/or the Certificate, compliance inspections, ownership record changes and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments. Transfer-related fees do not apply to the following transfers unless a party to the transfer requests the corresponding documentation: foreclosure of a deed of trust lien, tax lien or the Association's assessment lien; transfer to, from or by the Association; or voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child or parent. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This Section 12.5 does not obligate the Board or the manager to levy transfer-related fees.

12.6 **Limitation on Interest**. All agreements between any Owner and the Association and/or Declarant are expressly limited so that the amount of interest charged, collected or received on account of such agreement shall never exceed the maximum amount permitted by applicable law. If, under any circumstances, fulfillment of any provision of this Declaration or of any other document requires exceeding the lawful maximum interest rates, then, ipso facto, the obligation shall be reduced to comply with such lawful limits. If an amount received by the Association and/or Declarant should be deemed to be excessive interest, then the amount of such excess shall

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be applied to reduce the unpaid principal and not to the payment of interest. If such excessive interest exceeds the unpaid balance due to the Association and/or Declarant, then such excess shall be refunded to Owner.

12.7 **Construction and Interpretation**. This Declaration shall be liberally construed and interpreted to give effect to its purposes and intent, except as otherwise required by law.

12.8 **Notices**. Except as otherwise provided in the Bylaws or this Declaration, all notices, demands, bills, statements and other communications under this Declaration shall be in writing and shall be given personally or by mail. Notices that are mailed shall be deemed to have been duly given three (3) days after deposit, unless such mail service can prove receipt at an earlier date. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address for a Lot with the Association, then the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, then notice to one co-owner is deemed notice to all co-owners. Attendance by a Member at any meeting shall constitute waiver of notice by the Member of the time, place and purpose of the meeting. Written waiver of notice of a meeting, either before or after a meeting, of the Members shall be deemed the equivalent of proper notice

12.9 **Not a Condominium**. This document does not and is not intended to create a condominium within the meaning of the Texas Uniform Condominium Act, Tex. Prop. Code Ann., Section 82.001, et seq.

12.10 **Severability.** Invalidation of any one of these covenants, conditions, easements or restrictions by judgment or court order will in no manner affect any other provisions which will remain, in full force and effect.

12.11 **Rights and Obligations Run With Land.** The provisions of this Declaration are covenants running with the land and will inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. No Lot is exempt from the terms set forth herein. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed will be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed. Notwithstanding any provision herein, the rights of Declarant as provided herein shall not run with the land, but instead may only be transferred or assigned as provided in Section 12.12 hereof.

12.12 **Assignment of Declarant's Rights**. Declarant may assign, in whole or in part, its rights as Declarant by executing and Recording a document assigning such rights. There may be more than one Declarant, if Declarant makes a partial assignment of Declarant status. Without limiting the terms of Section 6.12 hereof, upon a Declarant's assignment of any or all of its rights as Declarant under this Declaration, the assigning Declarant shall automatically, without further acknowledgment or consent of any other party, be fully released and discharged from any obligations accruing under this Declaration after the date of such assignment, including, without limitation, the obligation of such assigning Declarant to fund Budget Deficits arising after such assignment.

Official Copy

12.13 **Disclaimer Regarding Security**. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants, invitees and licensees that the Association, its Board and committees, Declarant and their officers, directors, members, employees and agents are not insurers and that each person using any portion of the Property assumes all risks for loss or damage to persons, to Lots and to the contents of Lots resulting from acts of third parties.

12.14 **Adjacent Land Use**. Although this Declaration may contain disclosures about the Property or its location on the date of this Declaration, Declarant makes no representation that these are the only noteworthy features of the Property or its location. A prospective owner or resident must make his own inspection of the Property, its location and nearby land uses, and make inquiries of anything that concerns him or her. Declarant makes no representation of any kind as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what any plat shows as potential uses of adjoining land. Declarant and the Association cannot and do not guaranty scenic views, volumes of traffic on streets around and through the Property, availability of schools or shopping, or any other aspect of the Property that is affected by the uses or conditions of adjacent or nearby land, water or air.

12.15 **Attorneys' Fees and Court Costs**. If litigation is instituted to enforce any provision herein, then the prevailing party shall be entitled to all attorneys' fees and court costs related to such legal action.

12.16 **Gender.** All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, will include all other genders, and the singular will include the plural, and vice versa.

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

12.18 **Conflicts**. In the event of conflict between this Declaration and any Bylaws, rules, regulations or the Certificate, this Declaration will control.

12.19 **Exhibits**. All exhibits referenced in this Declaration as attached hereto are hereby incorporated by reference.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Unofficial Copy

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the day and year written below.

DECLARANT:

Bloomfield Homes, L.P.,
a Texas limited partnership

By: Bloomfield Properties, Inc.,
a Texas corporation,
its General Partner

By: _____
Name: Stephen J. Corradi
Title: Attorney in Fact

Date: April 11, 2022

STATE OF TEXAS }
}
COUNTY OF TARRANT }

The foregoing instrument was acknowledged before me on this the 11th day of April 2022 by Stephen Corradi, Attorney in Fact of Bloomfield Properties, Inc., a Texas corporation, as General Partner of Bloomfield Homes, L.P., a Texas limited partnership, on behalf of such entity and in the capacity therein stated.

NOTARY PUBLIC STATE OF TEXAS
Morgan Lee Ann Wright
My Commission Expires
08/17/2022
ID No. 131687094

_____
Notary Public, State of Texas
Notary's Name Printed:
Morgan Wright
My Commission Expires: 08/17/2022

AFTER RECORDING RETURN TO:
Bloomfield Homes, L.P.
1050 E Highway 114, Suite 210
Southlake. TX 76092
Attn: Stephen Corradi

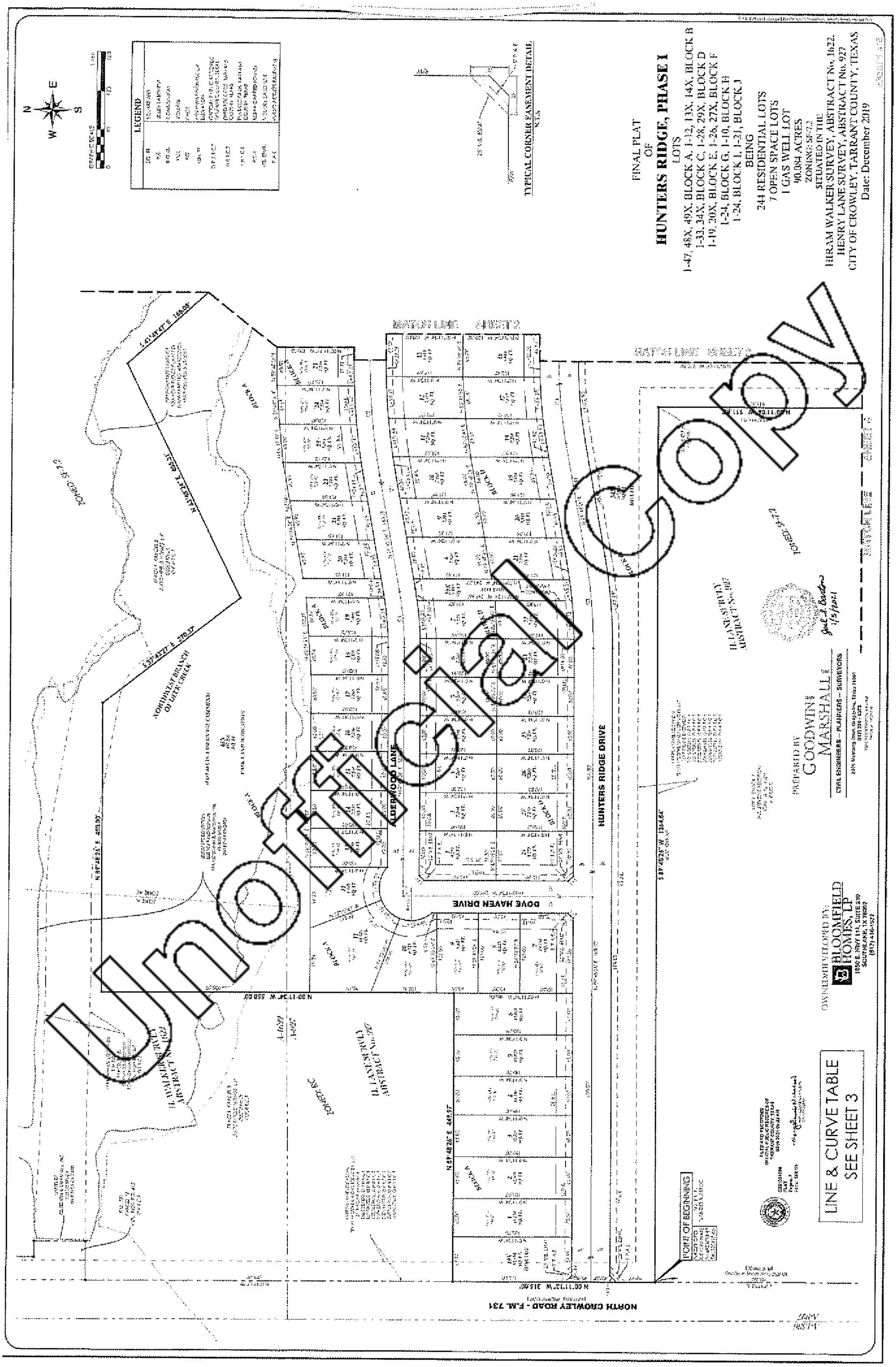
Unofficial Copy

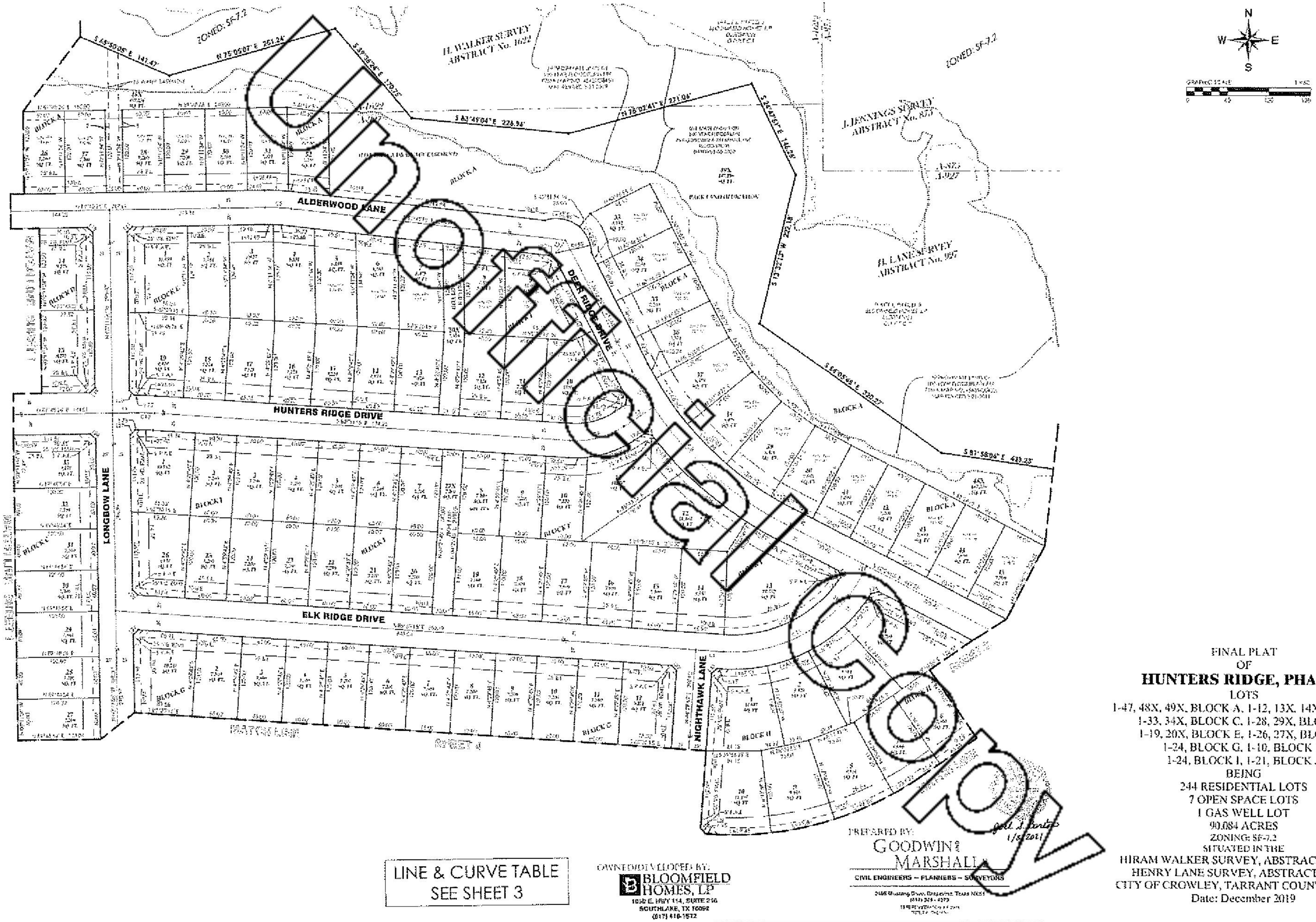
EXHIBIT "A"

Legal Description and/or Depiction of the Property

HUNTERS RIDGE, PHASE 1 (as Re-Platted)
(see attached)

Unofficial Copy


FINAL PLAT
OF
HUNTERS RIDGE, PHASE I
LOTS
1-47, 48X, 49X, BLOCK A, 1-12, 13X, 14X, BLOCK B
1-33, 34X, BLOCK C, 1-28, 29X, BLOCK D
1-19, 20X, BLOCK E, 1-26, 27X, BLOCK F
1-24, BLOCK G, 1-10, BLOCK H
1-24, BLOCK I, 1-23, BLOCK J
BEING
244 RESIDENTIAL LOTS
7 OPEN SPACE LOTS
1 GAS WELL LOT
90.084 ACRES
ZONING: SF-7.2
SITUATED IN THE
HIRAM WALKER SURVEY, ABSTRACT No. 1622,
HENRY LANE SURVEY, ABSTRACT No. 927
CITY OF CROWLEY, TARRANT COUNTY, TEXAS
Date: December 2019
LEGEND
TYPICAL CORNER EASEMENT DETAIL
N.T.S.
HUNTERS RIDGE DRIVE
ALDERWOOD LANE
DOVE HAVEN DRIVE
NORTH CROWLEY ROAD - F.M. 731
NORTHWEST BRANCH OF VERA CREEK
H. WALKER SURVEY ABSTRACT No. 1622
H. LANE SURVEY ABSTRACT No. 927
POINT OF BEGINNING
LINE & CURVE TABLE
SEE SHEET 3
PREPARED BY
GOODWIN & MARSHALL, Inc.
CIVIL ENGINEERS — PLANNERS — SURVEYORS
OWNER/DEVELOPER:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1577
Joel B. Burton
1/5/2021
Unofficial Copy



Unofficial Copy

LINE & CURVE TABLE
SEE SHEET 3

OWNER/DEVELOPER:
BLOOMFIELD HOMES, LP
1650 E. HWY 114, SUITE 250
SOUTHLAKE, TX 76092
(817) 416-1572

PREPARED BY:
GOODWIN & MARSHALL, INC.
CIVIL ENGINEERS – PLANNERS – SURVEYORS
3626 Gaston Ave, Dallas, Texas 75246
(214) 824-4373

FINAL PLAT
OF
HUNTERS RIDGE, PHASE I
LOTS
1-47, 48X, 49X, BLOCK A, 1-12, 13X, 14X, BLOCK B
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1 GAS WELL LOT
90.084 ACRES
ZONING: SF-7.2
SITUATED IN THE
HIRAM WALKER SURVEY, ABSTRACT No. 1622,
HENRY LANE SURVEY, ABSTRACT No. 927
CITY OF CROWLEY, TARRANT COUNTY, TEXAS
Date: December 2019

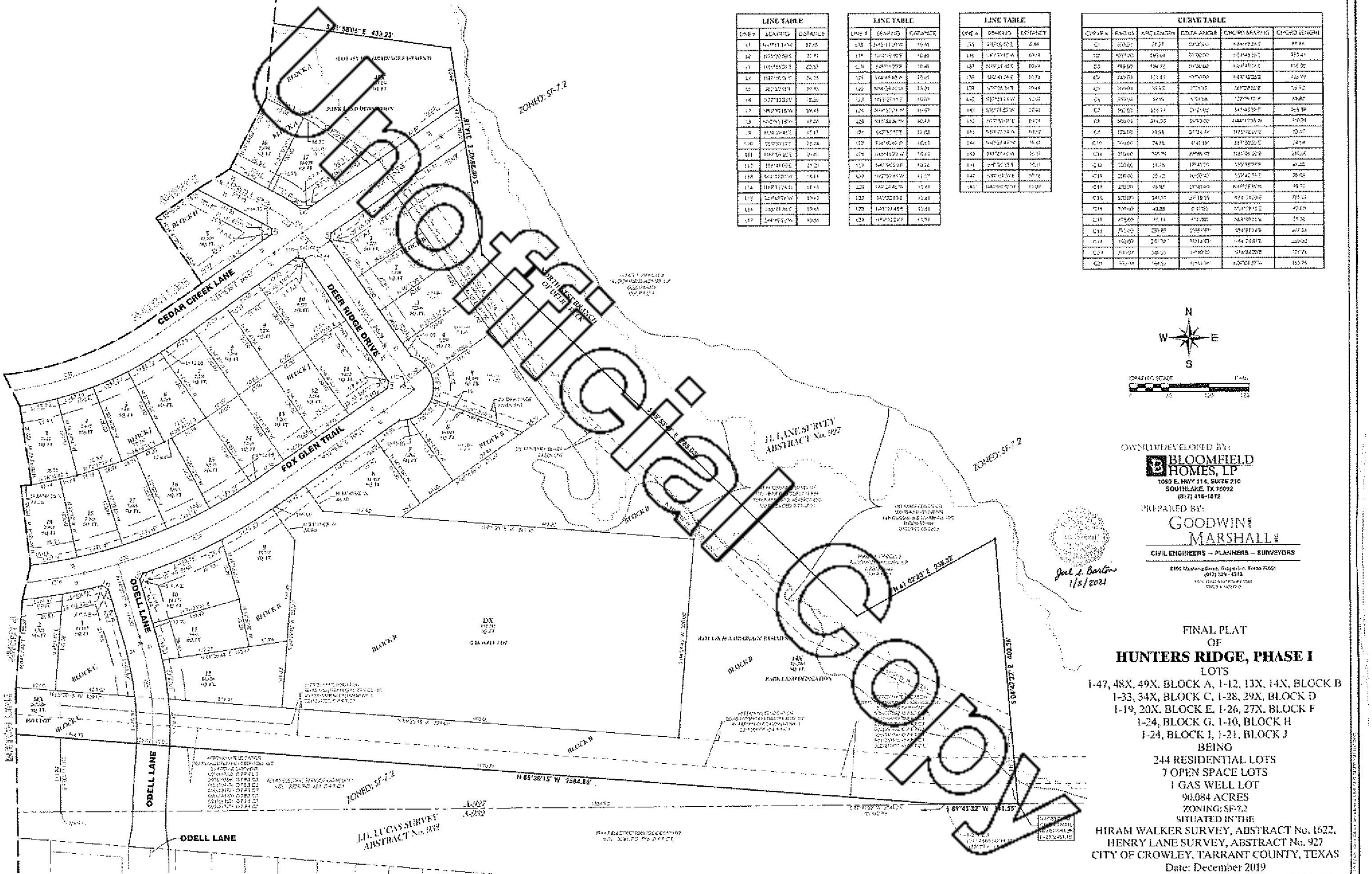
Unofficial Copy

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N47°11'14"E	37.66'
L2	N55°07'59"E	32.91'
L3	N61°44'33"E	40.59'
L4	N37°46'07"E	26.25'
L5	N0°32'19"E	30.45'
L6	N32°33'20"E	32.80'
L7	N80°57'18"W	39.45'
L8	N42°51'18"W	47.24'
L9	N58°29'48"E	47.47'
L10	S5°07'11"E	15.24'
L11	N87°59'30"E	31.46'
L12	S89°31'06"E	31.21'
L13	S46°43'31"W	14.14'
L14	N87°11'24"E	37.13'
L15	S24°46'52"W	15.03'
L16	S65°31'34"E	15.63'
L17	S44°46'51"W	49.55'

LINE TABLE		
LINE #	BEARING	DISTANCE
L18	S45°11'09"E	19.41'
L19	S42°19'40"E	19.41'
L20	S48°11'09"E	19.41'
L21	S40°48'50"W	15.00'
L22	S49°11'09"E	15.00'
L23	N39°20'41"E	19.09'
L24	S49°11'09"E	19.41'
L25	N89°58'39"E	80.43'
L26	S42°51'11"E	33.08'
L27	S39°08'49"W	40.00'
L28	N50°51'09"W	19.41'
L29	S49°11'09"E	19.41'
L30	S40°48'51"W	19.41'
L31	N49°11'09"W	15.41'
L32	S40°48'51"W	19.41'
L33	S49°11'09"E	19.41'
L34	N49°11'09"W	15.41'

LINE TABLE		
LINE #	BEARING	DISTANCE
L35	S0°06'49"E	8.44'
L36	S49°11'09"E	19.41'
L37	S49°11'09"E	19.41'
L38	S40°48'51"W	19.41'
L39	N50°51'09"W	19.41'
L40	S39°08'51"W	19.41'
L41	S50°51'09"E	19.41'
L42	N39°08'51"E	19.41'
L43	N49°11'09"W	19.41'
L44	N49°11'09"W	19.41'
L45	S49°11'09"E	19.41'
L46	S40°48'51"W	19.41'
L47	S49°11'09"E	19.41'
L48	S40°48'51"W	19.41'

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	650.00'	97.33'	8°34'59"	N43°49'23"E	97.24'
C2	1031.00'	385.64'	21°25'59"	N50°48'23"E	383.44'
C3	775.00'	134.72'	9°57'33"	N39°48'36"E	134.55'
C4	750.00'	123.48'	9°25'59"	N43°48'23"E	123.34'
C5	500.00'	15.15'	1°44'01"	S47°04'08"E	15.15'
C6	500.00'	34.95'	4°00'04"	S50°06'10"E	34.94'
C7	562.00'	416.74'	42°29'32"	S41°40'55"E	407.18'
C8	562.00'	341.00'	34°45'59"	N44°11'06"W	335.80'
C9	375.00'	41.68'	6°22'04"	S87°02'02"E	41.66'
C10	750.00'	74.55'	5°41'59"	S87°20'02"E	74.52'
C11	375.00'	158.79'	24°15'47"	S78°58'05"E	157.59'
C12	750.00'	21.05'	1°36'31"	S89°46'08"E	21.05'
C13	250.00'	70.12'	16°04'02"	S89°42'24"E	69.89'
C14	470.00'	49.98'	6°05'45"	N84°08'06"W	49.96'
C15	500.00'	344.55'	39°28'39"	N74°28'08"E	337.75'
C16	750.00'	49.88'	3°48'50"	N60°09'43"E	49.87'
C17	475.00'	81.11'	9°47'02"	N64°05'31"W	81.01'
C18	25.00'	39.27'	90°00'00"	N44°11'09"W	35.36'
C19	150.00'	231.36'	88°22'00"	S45°00'09"E	208.98'
C20	25.00'	39.27'	90°00'00"	S45°48'51"W	35.36'
C21	150.00'	144.51'	55°11'58"	N62°12'50"W	138.97'



N
W E
S

GRAPHIC SCALE 1" = 60'
0 60 120 180

OWNER/DEVELOPER BY:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1872

PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS – PLANNERS – SURVEYORS
2105 Nottaway Drive, Colleyville, Texas 76051
(817) 329-4373

Joel L. Barton
1/6/2021

FINAL PLAT
OF
HUNTERS RIDGE, PHASE I
LOTS
1-47, 48X, 49X. BLOCK A, 1-12, 13X, 14X, BLOCK B
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1 GAS WELL LOT
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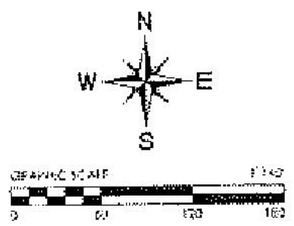
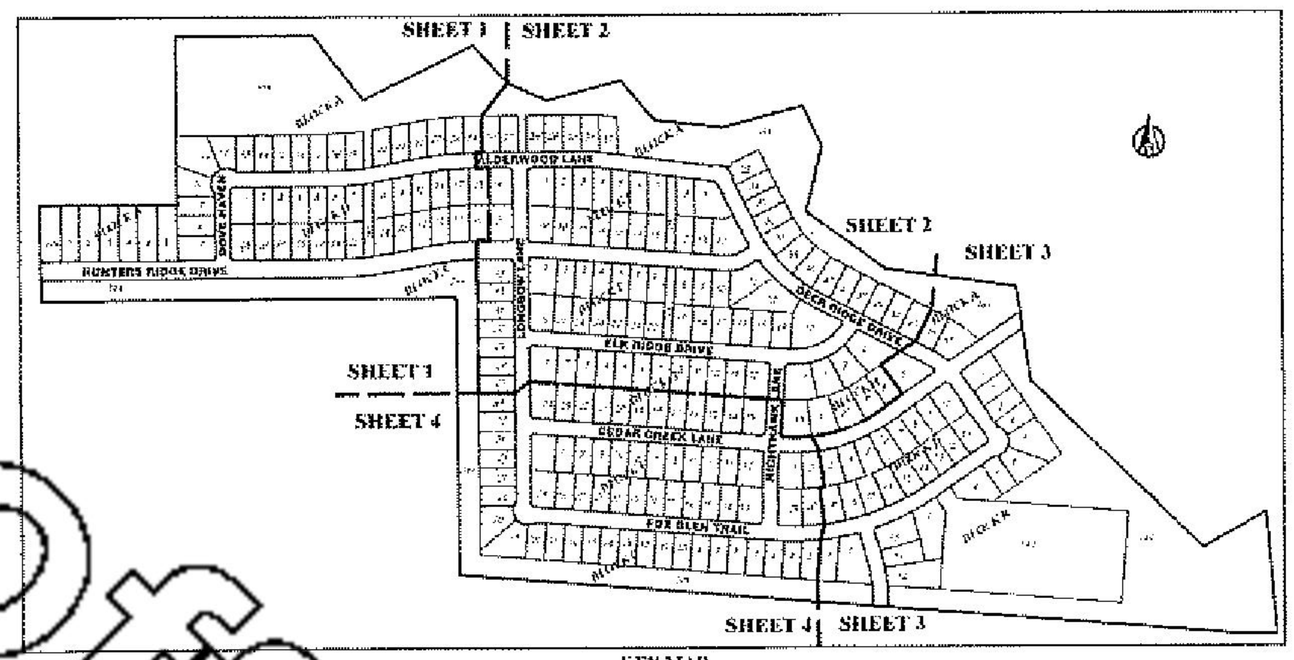
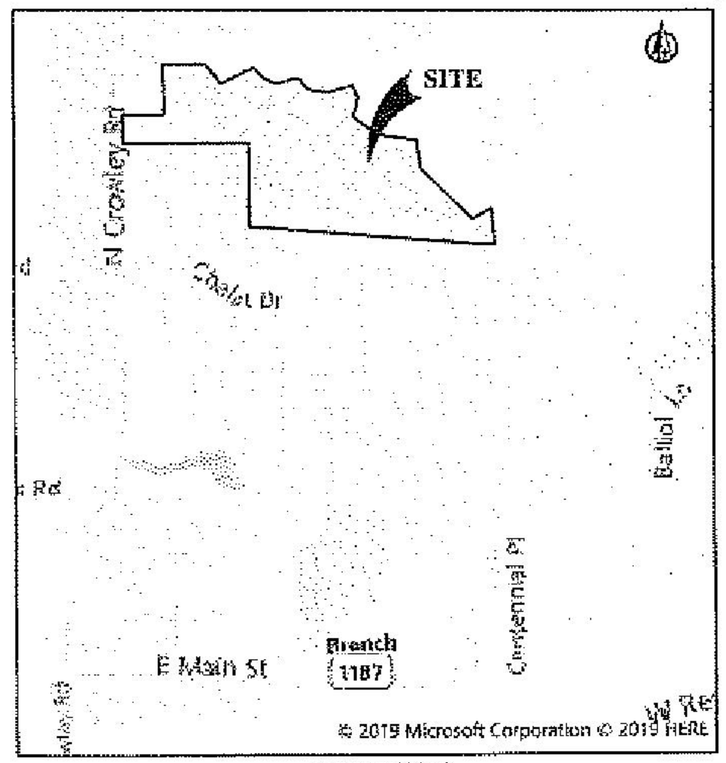
ZONING: SF-7.2
SITUATED IN THE
HIRAM WALKER SURVEY, ABSTRACT No. 1622,
HENRY LANE SURVEY, ABSTRACT No. 927
CITY OF CROWLEY, TARRANT COUNTY, TEXAS
Date: December 2019

BLOCK	LENGTH
D	934.01'
E	347.31'
F	1090.17'
G	569.36'
H	397.36'
I	778.36'
J	691.92'

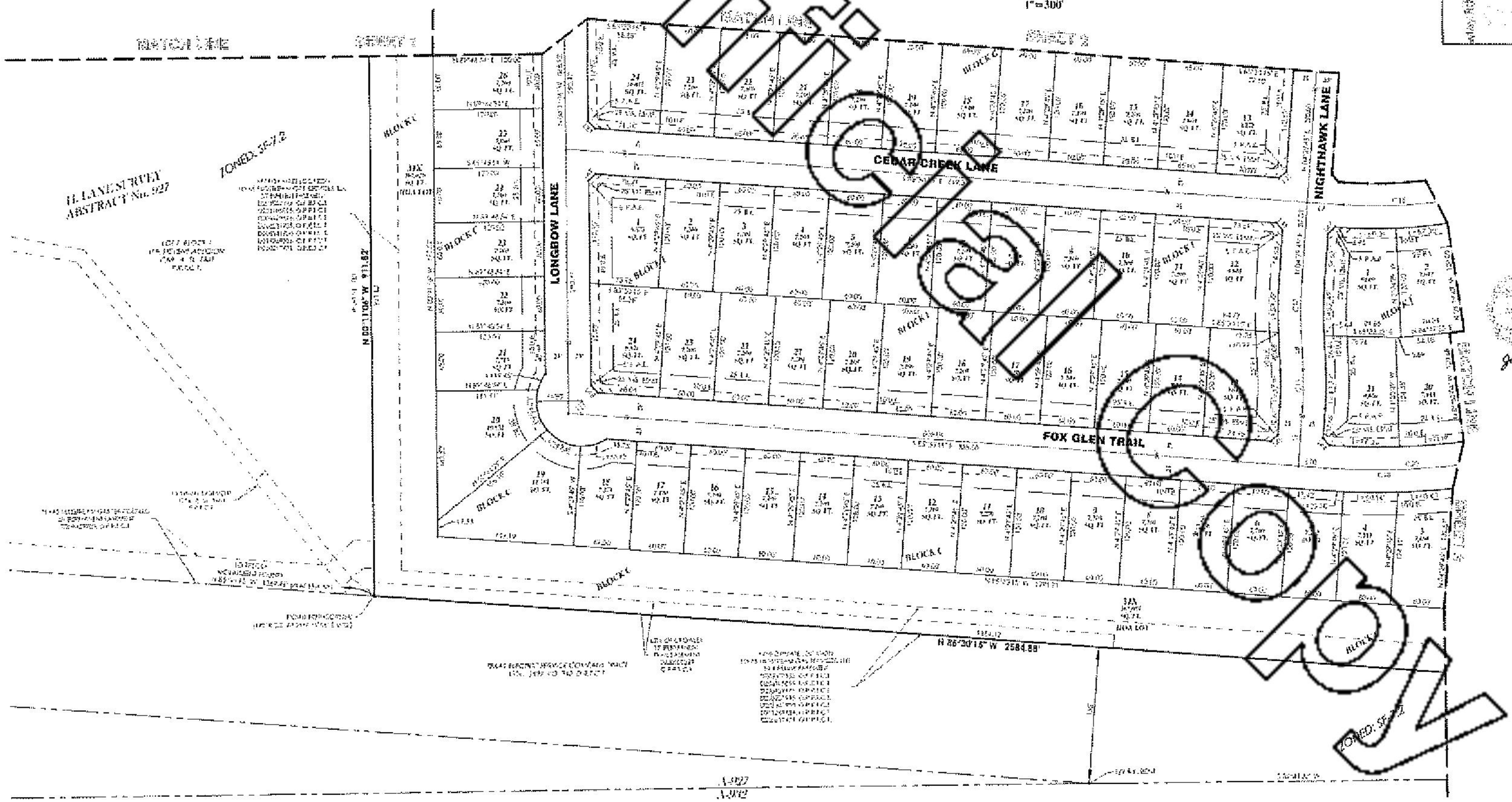




KEY MAP
1"=300'



VICINITY MAP
1"=1800'



LINE & CURVE TABLE
SEE SHEET 3

OWNED/DEVELOPED BY:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572

PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
(817) 329-4373

Joel S. Barton
1/5/2021

FINAL PLAT
OF
HUNTERS RIDGE, PHASE I
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SITUATED IN THE
HIRAM WALKER SURVEY, ABSTRACT No. 1622,
HENRY LANE SURVEY, ABSTRACT No. 927
CITY OF CROWLEY, TARRANT COUNTY, TEXAS
Date: December 2019

Unofficial Copy

D222094109

UNOFFICIAL DOCUMENT

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS BLOOMFIELD HOMES, L.P., a Texas limited partnership, is the owner of a tract of land situated in the William B. Lane Survey, Abstract No. 927 and the H. Walker Survey, Abstract No. 1622, City of Crowley, Tarrant County, Texas, being described as Tract 1, Tract 2 and Tract 3 in a deed to Bloomfield Homes, L.P., recorded in D220145426, Official Public Records, Tarrant County, TEXAS, Tract 1 and being more particularly described as follows:

BEGINNING at a 5/8" rebar capped "Landmark" found for the S.E. corner of Lot 1, Block 1, Crowley Middle School Addition, an addition to the City of Crowley, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8665, Plat Records, Tarrant County, Texas, said point being the most southerly southeast corner of said Bloomfield Tract 1, Parcel B;

THENCE North 00 degrees 33 minutes 12 seconds West, along the east line of said Bloomfield Tract 1, Parcel B, the east line of Block 1, Crowley Middle School Addition, the east line of a 25' dedicated right-of-way for Mark Hill and the east line of Block 1, Crowley Middle School Addition, Phase 2, an addition to the City of Crowley, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8665, Plat Records, Tarrant County, Texas, passing at 1,247.73' the most easterly northeast corner of said Bloomfield Tract 1, Parcel B, and the most southerly southeast corner of Lot 1, Block 1, Crowley Middle School Addition, Phase 2, and continuing for a total distance of 1,297.73 feet;

THENCE North 89 degrees 49 minutes 48 seconds East, along the south line of said Bloomfield Tract 1, Parcel B, the south line of Block 1, Crowley Middle School Addition, Phase 2, the south line of a 25' dedicated right-of-way for Mark Hill and the south line of Block 1, Crowley Middle School Addition, an addition to the City of Crowley, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8665, Plat Records, Tarrant County, Texas, passing at 50.00' the most easterly southeast corner of said Block 1, Crowley Middle School Addition, Phase 2, and continuing for a total distance of 1,247.73 feet to a 5/8" rebar capped "Landmark" found for the most northerly northwest corner of Lot 1, Block 1, Crowley Middle School Addition, an addition to the City of Crowley, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8665, Plat Records, Tarrant County, Texas, said point being the most northerly northeast corner of said Bloomfield Tract 1, Parcel B;

THENCE South 00 degrees 33 minutes 12 seconds East, along the west line of said Lot 1, Block 1, Crowley Middle School Addition, the west line of a 25' dedicated right-of-way for Mark Hill and the west line of Block 1, Crowley Middle School Addition, Phase 2, passing at 50.00' the most westerly southwest corner of said Block 1, Crowley Middle School Addition, Phase 2, and continuing for a total distance of 1,297.73 feet to a 5/8" rebar capped "Landmark" found for the most easterly northeast corner of Lot 1, Block 1, Crowley Middle School Addition, an addition to the City of Crowley, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8665, Plat Records, Tarrant County, Texas, said point being the most southerly southeast corner of said Bloomfield Tract 1, Parcel B;

THENCE South 89 degrees 49 minutes 48 seconds West, along the north line of said Lot 1, Block 1, Crowley Middle School Addition, the north line of a 25' dedicated right-of-way for Mark Hill and the north line of Block 1, Crowley Middle School Addition, Phase 2, passing at 1,197.73' the most northerly northwest corner of said Block 1, Crowley Middle School Addition, Phase 2, and continuing for a total distance of 1,247.73 feet to a 5/8" rebar capped "Landmark" found for the most southerly southeast corner of Lot 1, Block 1, Crowley Middle School Addition, an addition to the City of Crowley, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8665, Plat Records, Tarrant County, Texas, said point being the most southerly southwest corner of said Bloomfield Tract 1, Parcel B, and being the most northerly northwest corner of said Lot 1, Block 1, Crowley Middle School Addition, Phase 2, and being in the east line of Lot 1, Block 1, Crowley Middle School Addition, an addition to the City of Crowley, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8665, Plat Records, Tarrant County, Texas, passing at 1,247.73' the most easterly northeast corner of said Lot 1, Block 1, Crowley Middle School Addition, Phase 2, and continuing for a total distance of 1,297.73 feet to a point for corner in the centerline of Mark Hill, a 25' dedicated right-of-way, from which a 5/8" rebar capped "Landmark" found for the most northerly northwest corner of said Lot 1, Block 1, Crowley Middle School Addition, Phase 2, bears North 89 degrees 49 minutes 48 seconds East, 50.00 feet;

THENCE South 89 degrees 49 minutes 48 seconds West, along the centerline of Mark Hill, a 25' dedicated right-of-way, a distance of 50.00 feet to a point for corner;

THENCE North 00 degrees 33 minutes 12 seconds West, along the west line of said Bloomfield Tract 1, Parcel B, the east line of Block 1, Crowley Middle School Addition, Phase 2, and the east line of a 25' dedicated right-of-way for Mark Hill, a distance of 1,297.73 feet to a 5/8" rebar capped "Landmark" found for the most northerly northwest corner of said Bloomfield Tract 1, Parcel B, and being the most northerly northeast corner of said Block 1, Crowley Middle School Addition, Phase 2, and being in the south line of Lot 1, Block 1, Crowley Middle School Addition, an addition to the City of Crowley, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8665, Plat Records, Tarrant County, Texas, passing at 1,247.73' the most southerly southeast corner of said Lot 1, Block 1, Crowley Middle School Addition, and continuing for a total distance of 1,297.73 feet to a point for corner in the centerline of Mark Hill, a 25' dedicated right-of-way, from which a 5/8" rebar capped "Landmark" found for the most southerly southwest corner of said Lot 1, Block 1, Crowley Middle School Addition, bears South 89 degrees 49 minutes 48 seconds West, 50.00 feet;

THENCE North 89 degrees 49 minutes 48 seconds East, along the centerline of Mark Hill, a 25' dedicated right-of-way, a distance of 50.00 feet to a point for corner;

THENCE North 00 degrees 33 minutes 12 seconds West, along the west line of said Bloomfield Tract 1, Parcel B, the east line of Mark Hill, a 25' dedicated right-of-way, and the east line of Block 1, Crowley Middle School Addition, Phase 2, passing at 50.00' the most southerly southeast corner of Lot 1, Block 1, Crowley Middle School Addition, Phase 2, and continuing for a total distance of 1,297.73 feet to a 5/8" rebar capped "Landmark" found for the most northerly northeast corner of said Block 1, Crowley Middle School Addition, Phase 2, and being in the south line of Lot 1, Block 1, Crowley Middle School Addition, an addition to the City of Crowley, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8665, Plat Records, Tarrant County, Texas, passing at 1,247.73' the most westerly southwest corner of said Lot 1, Block 1, Crowley Middle School Addition, and continuing for a total distance of 1,297.73 feet to a point for corner in the centerline of Mark Hill, a 25' dedicated right-of-way, from which a 5/8" rebar capped "Landmark" found for the most northerly northwest corner of said Lot 1, Block 1, Crowley Middle School Addition, bears North 89 degrees 49 minutes 48 seconds East, 50.00 feet;

THENCE North 89 degrees 49 minutes 48 seconds East, along the centerline of Mark Hill, a 25' dedicated right-of-way, a distance of 50.00 feet to a point for corner;

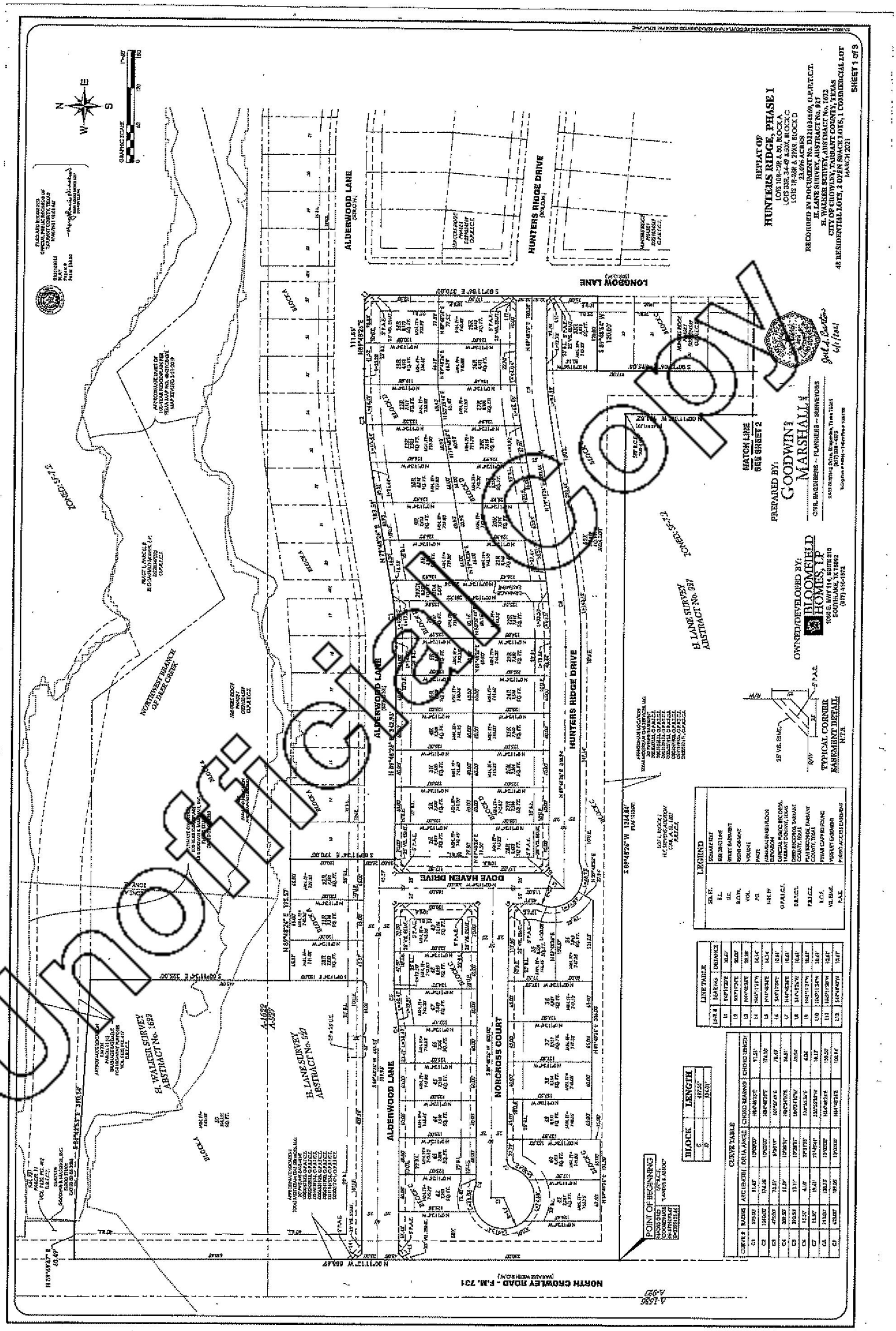
THENCE South 00 degrees 33 minutes 12 seconds East, along the west line of said Bloomfield Tract 1, Parcel B, the east line of Mark Hill, a 25' dedicated right-of-way, and the east line of Block 1, Crowley Middle School Addition, Phase 2, passing at 1,247.73' the most northerly northeast corner of said Block 1, Crowley Middle School Addition, Phase 2, and continuing for a total distance of 1,297.73 feet to a 5/8" rebar capped "Landmark" found for the most southerly southwest corner of said Bloomfield Tract 1, Parcel B, and being the most northerly northwest corner of said Lot 1, Block 1, Crowley Middle School Addition, and being in the east line of Block 1, Crowley Middle School Addition, Phase 2, and being in the east line of Lot 1, Block 1, Crowley Middle School Addition, Phase 2, an addition to the City of Crowley, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8665, Plat Records, Tarrant County, Texas, passing at 1,247.73' the most westerly southwest corner of said Lot 1, Block 1, Crowley Middle School Addition, Phase 2, and continuing for a total distance of 1,297.73 feet to a point for corner in the centerline of Mark Hill, a 25' dedicated right-of-way, from which a 5/8" rebar capped "Landmark" found for the most southerly southwest corner of said Lot 1, Block 1, Crowley Middle School Addition, Phase 2, bears South 89 degrees 49 minutes 48 seconds West, 50.00 feet;

THENCE South 89 degrees 49 minutes 48 seconds West, along the centerline of Mark Hill, a 25' dedicated right-of-way, a distance of 50.00 feet to a point for corner;

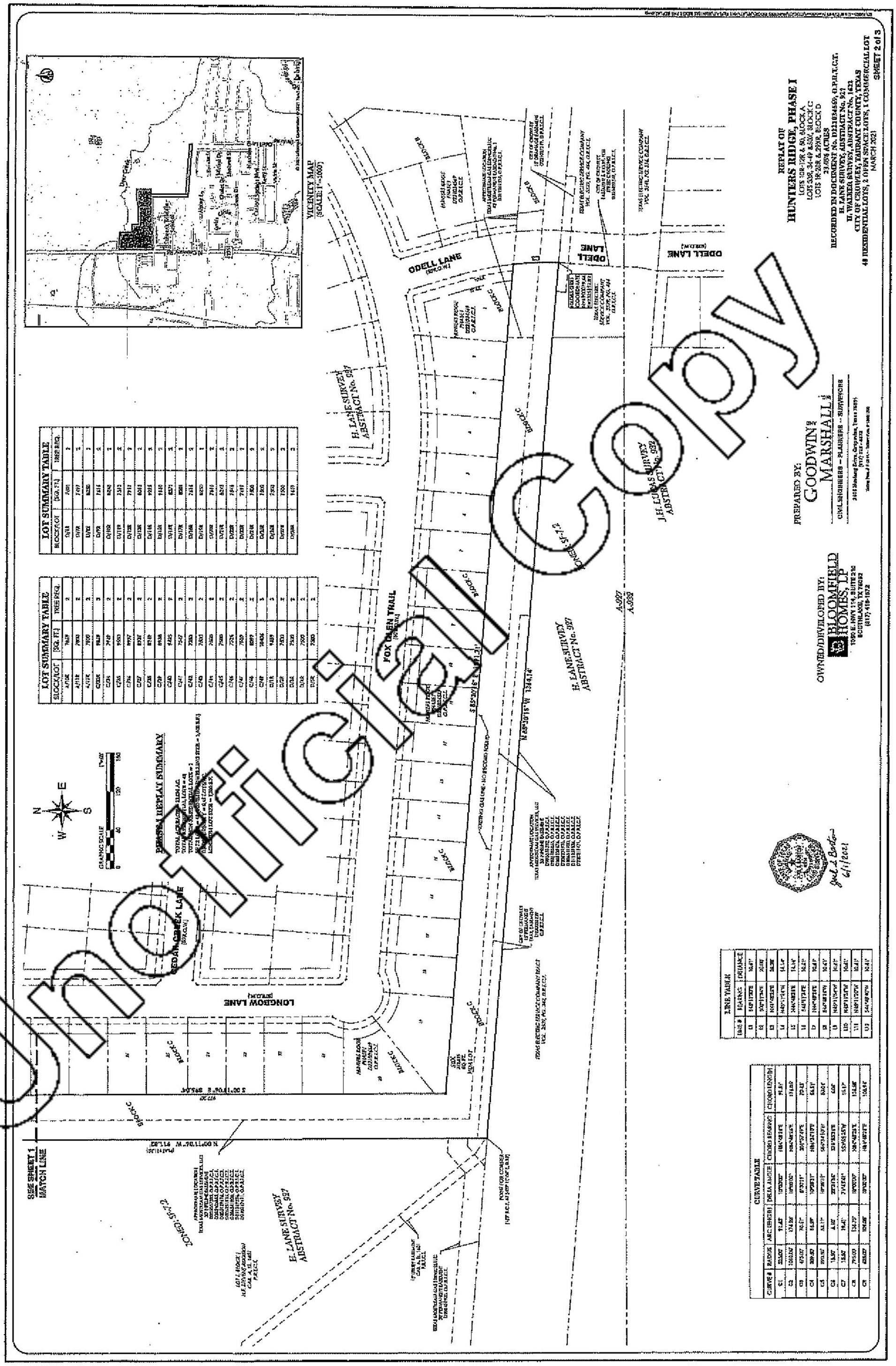
THENCE North 00 degrees 33 minutes 12 seconds West, along the west line of said Bloomfield Tract 1, Parcel B, the east line of Mark Hill, a 25' dedicated right-of-way, and the east line of Block 1, Crowley Middle School Addition, Phase 2, passing at 50.00' the most southerly southeast corner of Lot 1, Block 1, Crowley Middle School Addition, Phase 2, and continuing for a total distance of 1,297.73 feet to a 5/8" rebar capped "Landmark" found for the most northerly northeast corner of said Block 1, Crowley Middle School Addition, Phase 2, and being in the south line of Lot 1, Block 1, Crowley Middle School Addition, an addition to the City of Crowley, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8665, Plat Records, Tarrant County, Texas, passing at 1,247.73' the most westerly southwest corner of said Lot 1, Block 1, Crowley Middle School Addition, and continuing for a total distance of 1,297.73 feet to a point for corner in the centerline of Mark Hill, a 25' dedicated right-of-way, from which a 5/8" rebar capped "Landmark" found for the most northerly northwest corner of said Lot 1, Block 1, Crowley Middle School Addition, bears North 89 degrees 49 minutes 48 seconds East, 50.00 feet;

THENCE North 89 degrees 49 minutes 48 seconds East, along the centerline of Mark Hill, a 25' dedicated right-of-way, a distance of 50.00 feet to a point for corner;

THENCE South 00 degrees 33 minutes 12 seconds East, along the west line of said Bloomfield Tract 1, Parcel B, the east line of Mark Hill, a 25' dedicated right-of-way, and the east line of Block 1, Crowley Middle School Addition, Phase 2, passing at 50.00' the most southerly southeast corner of Lot 1,


REPLAT OF
HUNTERS RIDGE, PHASE I
LOTS 10R-10R & 50, BLOCK A
LOTS 33R, 34-49 & 50X, BLOCK C
LOTS 1R-29R & 29XR, BLOCK D
23.696 ACRES
RECORDED IN DOCUMENT No. D221034680, O.P.R.T.C.T.
H. LANE SURVEY, ABSTRACT No. 927
H. WARREN SURVEY, ABSTRACT No. 1632
CITY OF CROWLEY, TARRANT COUNTY, TEXAS
48 RESIDENTIAL LOTS, 2 OPEN SPACE LOTS, 1 COMMERCIAL LOT
MARCH 2021
SHEET 1 OF 3
PREPARED BY:
GOODWIN & MARSHALL, INC.
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
OWNED/DEVELOPED BY:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1872
ALDERWOOD LANE
HUNTERS RIDGE DRIVE
LONGBOW LANE
DOVE HAVEN DRIVE
NORCROSS COURT
NORTH CROWLEY ROAD - F.M. 731
NORTHWEST BRANCH OF DEER CREEK
H. LANE SURVEY ABSTRACT No. 927
H. WALKER SURVEY ABSTRACT No. 1632
MATCH LINE SEE SHEET 2
TYPICAL CORNER EASEMENT DETAIL
N.T.S.
POINT OF BEGINNING
LEGEND
LINE TABLE
CURVE TABLE
BLOCK LENGTH
Unofficial Document

D221189284


REPLAT OF
HUNTERS RIDGE, PHASE I
LOTS 10R-12R & 50, BLOCK A
LOTS 33R, 34-49 & 53R, BLOCK C
LOTS 1R-20R & 29XR, BLOCK D
23.896 ACRES
RECORDED IN DOCUMENT No. D221036559, O.P.R.T.C.T.
H. LANE SURVEY, ABSTRACT No. 927
H. WALKER SURVEY, ABSTRACT No. 1622
CITY OF CROWLEY, TARRANT COUNTY, TEXAS
49 RESIDENTIAL LOTS, 2 OPEN SPACE LOTS, 1 COMMERCIAL LOT
MARCH 2021
SHEET 2 of 3
VICINITY MAP
(SCALE 1"=1000')
ODELL LANE
(60' R.O.W.)
FOX GLEN TRAIL
(VARIABLE WIDTH R.O.W.)
LONGBOW LANE
(50' R.O.W.)
CEDAR CREEK LANE
(50' R.O.W.)
H. LANE SURVEY
ABSTRACT No. 927
J.H. LUCAS SURVEY
ABSTRACT No. 932
LOT SUMMARY TABLE
PHASE 1 REPLAT SUMMARY
GRAPHIC SCALE
PREPARED BY:
GODWIN
MARSHALL
OWNED/DEVELOPED BY:
BLOOMFIELD
HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
CURVE TABLE
LINE TABLE
SEE SHEET 1
MATCH LINE
POINT FOR COMMON
Unofficial Copy

D221189284

D221189284

D222094109

Unofficial Copy

OWNER'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF TARRANT:

WHEREAS, BLOOMFIELD HOMES, L.P., a Texas limited partnership is the owner of a tract of land situated in the H. Lane Survey, Abstract No. 927 and the H. Walker Survey, Abstract No. 1622, City of Crowley, Tarrant County, Texas, being all of Lots 1-12 & 49, Block A, Lots 33 & 34R, Block C, Lots 1-28 & 29R, Block D, and a portion of Alderwood Lane, Dove Haven Drive, and Hunters Ridge Drive all in Hunters Ridge, Phase I, an addition to the City of Crowley, Tarrant County, Texas, as recorded in D216150649, Official Public Records, Tarrant County, Texas (OPRTCT), being all of Tract 1, Parcel 8.01 described in deed to Bloomfield Homes, L.P., recorded in D220018208, OPRTCT, and being more particularly described as follows:

BEGINNING at 1/2" rebar capped "Loudon & Assoc Inc" found in the east line of North Crowley Road (F.M. 731 - variable width R.O.W.) at the northwest corner of Lot 1, Block A, H.R. Stevens Addition, an addition to the City of Crowley, Tarrant County, Texas, as recorded in Cabinet A, Slide 1401, Plat Records, Tarrant County, Texas, said point being the most westerly southwest corner of Lot 1-R, Block C of said Hunters Ridge, Phase I;

THENCE North 00 degrees 11 minutes 13 seconds West, along the east line of said North Crowley Road and the west line of said Hunters Ridge, Phase I, at a distance of 53.00 feet passing the northwest corner of Lot 49X, Block A at said Hunters Ridge, Phase I, continuing a total distance of 800.97 feet to a 1/2" capped rebar stamped Goodwin & Marshall" (hereafter referred to as 1/2" rebar capped set) the southwest corner of F.M. 731 Parcel 8a described in deed to the State of Texas, recorded in Volume 9458, Page 413, Deed Records, Tarrant County, Texas (DRTCT);

THENCE North 89 degrees 49 minutes 47 seconds East, along the south line of said F.M. 731 Parcel 8, at a base of 60.49 feet to a 1/2" rebar capped set at the southeast corner thereof;

THENCE South 84 degrees 42 minutes 33 seconds East, departing said North Crowley Road, across said Homestead Tract 1, Parcel 8, a distance of 990.34 feet to a 1/2" rebar capped set at the northwest corner of Lot 48X, Block A of said Hunters Ridge, Phase I;

THENCE SOUTH 00 degrees 11 minutes 34 seconds East, along the west line of said Lot 48X, Block A, a distance of 233.00 feet to a 1/2" rebar capped set at the southwest corner of said Lot 48X, Block A and the northwest corner of Lot 11, Block A of said Hunters Ridge, Phase I;

THENCE North 89 degrees 48 minutes 26 seconds East, a distance of 135.57 feet to a 1/2" rebar capped set at the northwest corner of Lot 12, Block A and the northeast corner of Lot 13, Block A of said Hunters Ridge, Phase I;

THENCE South 00 degrees 11 minutes 34 seconds East, along the line common to said Lots 13 & 13, Block A, at a distance of 120.00 feet passing the north line of Alderwood Lane (50' R.O.W.), continuing a total distance of 170.00 feet to a 1/2" rebar capped set in the south line of said Alderwood Lane;

THENCE along the south line of said Alderwood Lane, as follows:

North 89 degrees 48 minutes 26 seconds East, a distance of 243.93 feet to a 1/2" rebar capped set at the beginning of a tangent curve to the left, having a radius of 325.00 feet;

Northeasterly, along said curve, having a central angle of 16 degrees 00 minutes 00 seconds, an arc distance of 91.43 feet, and chord that bears North 81 degrees 48 minutes 26 seconds East, 91.51 feet to a 1/2" rebar capped set at the end of said curve;

North 73 degrees 48 minutes 26 seconds East, tangent to said curve, a distance of 163.59 feet to a 1/2" rebar capped set at the beginning of a tangent curve to the right, having a radius of 1,810.00 feet;

Northeasterly, along said curve, having a central angle of 10 degrees 00 minutes 00 seconds, an arc distance of 315.28 feet, and chord that bears North 78 degrees 48 minutes 26 seconds East, 314.85 feet to a 1/2" rebar capped set at the end of said curve;

North 83 degrees 48 minutes 26 seconds East, tangent to said curve, a distance of 111.45 feet to a 1/2" rebar capped set at a R.O.W. clip corner, being the most northerly northeast corner of Lot 1A, Block D of said Hunters Ridge, Phase I;

THENCE South 45 degrees 11 minutes 20 seconds East, along a R.O.W. clip line, a distance of 10.21 feet to a 1/2" rebar capped set at a R.O.W. clip corner in the west line of Longhorn Lane (50' R.O.W.), being the most easterly northeast corner of said Lot 1A, Block D of said Hunters Ridge, Phase I;

THENCE South 00 degrees 11 minutes 04 seconds East, along the west line of said Longhorn Lane, a distance of 292.00 feet to a 1/2" rebar capped set at the southeast corner of Lot 33, Block C and the northeast corner of Lot 32, Block C of said Hunters Ridge, Phase I;

THENCE South 89 degrees 48 minutes 34 seconds West, departing the west line of said Longhorn Lane, a distance of 120.00 feet to a 1/2" rebar capped set at the southwest corner of said Lot 33, Block C and the northwest corner of point lot 32, Block C, said point lying in an east line of unplatted Lot 34X, Block C of said Hunters Ridge, Phase I;

THENCE South 00 degrees 11 minutes 04 seconds East, along said east line of said Lot 34X, Block C, a distance of 875.04 feet to a 1/2" rebar capped set at the southeast corner of said Lot 34X, Block C and the southwest corner of Lot 1F, Block C of said Hunters Ridge, Phase I;

THENCE South 65 degrees 28 minutes 15 seconds East, along a north line of said Lot 34X, Block C, a distance of 1,291.71 feet to a 1/2" rebar capped set in the west line of Odell Lane (50' R.O.W.) at most easterly northeast corner of said Lot 34X, Block C and the southeast corner of Lot 1, Block C of said Hunters Ridge, Phase I, said point lying in a curve to the right, having a radius of 475.00 feet;

THENCE Southeasterly, along the west line of said Odell Lane, the said line of said Lot 34X, Block C, and along said curve having a central angle of 08 degrees 30 minutes 19 seconds, an arc distance of 70.51 feet, and chord that bears South 01 degrees 37 minutes 49 seconds East, 70.44 feet to a 1/2" rebar capped set at the southeast corner of said Lot 34X, Block C, said point lying in the north line of a tract of land as described in deed to Texas Electric Service Company (hereafter referred to as TESCO), recorded in Volume 5332, Page 414, DRTCT, and being the northeast corner of a variable width easement and ROW-CON) of to the City of Crowley for said Odell Lane;

THENCE North 65 degrees 30 minutes 15 seconds West, along the south line of said Lot 34X, Block C, the north line of said TESCO tract recorded in Volume 5332, Page 414, DRTCT, and the north line of a TESCO tract recorded in Volume 3539, Page 340, DRTCT, a distance of 1,144.74 feet to a point in the east line of unnumbered Lot 1, Block 1, H.R. Stevens Addition, at the most southerly southwest corner of said Lot 34X, Block C, from which a 1/2" rebar capped (illegible) & Atlas found bears South 00 degrees 11 minutes 04 seconds East, 8.32 feet;

THENCE North 00 degrees 11 minutes 04 seconds West, along the east line of said Lot 1, Block 1, H.R. Stevens Addition, and a continuation of said Lot 34X, Block C, a distance of 911.83 feet (Deed and plat 911.25 feet) to a 5/8" rebar capped (illegible) found at the northeast corner of said H.R. Stevens addition and a most east corner of said Lot 34X, Block C;

THENCE South 89 degrees 48 minutes 26 seconds West, along the northern most of said Lot 1, H.R. Stevens Addition and a continuation of said Lot 34X, Block C, a distance of 1,324.84 feet (Deed and plat 1325.00 feet) to the POINT OF BEGINNING and containing 1,008,654 square feet or 23.096 acres of land.

NOW, THEREFORE, known all men by these presents:

That BLOOMFIELD HOMES, L.P., a Texas limited partnership through the undersigned authority does hereby adopt this plat designating the herein above described property as HUNTERS RIDGE, PHASE I, Lots 1DR-12R & 50, BLOCK A, Lots 33R, 34-49 & 50X, BLOCK C, Lots 1R-28R & 29XR, BLOCK D, an addition to the City of Crowley, Tarrant County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown hereon and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Crowley and all public utilities desiring to use, or using same. No building, fences, trees, shrubs, signs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat, the City of Crowley and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs or other improvements or growths which in any way endangers or interfere with the construction, maintenance or efficiency of its respective system on any of the easements shown on this plat; and the City of Crowley and any public utility shall at all times have the right of ingress and egress to and from and upon any said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone. A limited easement of no less than center point of all fire hydrants and a two-foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes) is hereby granted to the City of Crowley for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances. We do further dedicate, subject to the aforementioned and reservations set forth hereinafter, to the public use forever, all public use parcels shown on the face of this plat.

Witness our hand this the 1st day of June, 2021.

Bloomfield Homes, L.P.,
a Texas limited partnership

By: Bloomfield Properties, Inc.,
a Texas corporation, General Partner

By: _____
Donald A. Dykins, President

STATE OF TEXAS:
COUNTY OF TARRANT:

Before me, the undersigned Notary Public in and for said county and state, on this day personally appeared Donald A. Dykins, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein and expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of June, 2021.

_____
Notary Public in and for the State of Texas
My Commission Expires: 6/4/2024

SHERRI A TAYLOR
Notary Public, State of Texas
Comm. Expires 06-04-2024
Notary ID 132223-6

SURVEYOR CERTIFICATION

This is to certify that I, Joel S. Barton, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey made under my supervision on the ground, and all monuments and corners shown exist and are correctly described and said survey is properly located on the ground, and that this plat represents that survey made by me.

_____
Joel S. Barton,
Registered Professional Land Surveyor No. 4971
Goodwin and Marshall, Inc.
2405 Mustang Drive
Grapevine, Texas 76051
(817) 329-4373

6/1/2021

NOTES:

1. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983, as derived from GPS observation.

2. All property corners are 1/2" rebars with yellow plastic caps stamped Goodwin & Marshall, Inc., unless otherwise noted.

3. Setting a portion of any lot within this addition by metes and bounds is a violation of state law and City ordinance and is subject to fine and withholding of utility services and building permits.

4. Any public utility, including the City of Crowley, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of the easements shown on this plat, and any public utility, including the City of Crowley, shall have the right of all times of ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

5. No building permit shall be issued for any lot in this plat until provision is made for the construction of water, sewer, storm drain, street work, and parkway improvements and approval is obtained from the City of Crowley.

6. All buildings shall be constructed in accordance with building setback requirements of the City of Crowley Comprehensive Zoning Ordinance.

7. All required landscaping shall be in accordance with the City of Crowleys Landscaping Ordinance.

8. All lots are within the Crowley ISD.

9. The bearing distances shown are for reference only and are not intended to create a conveyance or subdivision.

10. The Connection to Outfall lines is to be provided as part of this project.

11. A development agreement is required as part of the first plat process before any development may occur.

12. The City shall not be held responsible for damages encountered by the establishment of grades or the alteration of any surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.

13. Lot 49X, Block C and Lot 29XR, Block D will be privately owned and maintained by the HOA.

14. Each lot within Hunters Ridge Phase I will choose from the following available trees in order to meet the tree planting requirement for each residential lot: Texas Cypress, Chinquapin Oak, Cedar Elm, Lace Bark Oak, and Southern Magnolia.

15. The reason for this Replat is to relocate the access road [Alderwood Lane] for TxDOT access approval.

Variance from the City's maximum block length of 600' within single family zoned developments. This proposed development provides a maximum block length of 850' on the block is broken with open space Hoodi Rail Template pedestrian connectivity throughout the development. As noted on previously plat approved by City Council on June 20, 2019.

_____ 6-28-21
Richard Adams, Chairman, Planning and Zoning Commission, City of Crowley, Texas — Date

Approved and accepted

_____ 6-3-21
Billy P. Davis, Mayor, City of Crowley, Texas — Date

OWNED/DEVELOPED BY:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1672

PREPARED BY:
GOODWIN & MARSHALL, INC.
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
(817) 329-4373
Texas Firm # F-2364 -- Texas Firm # 10018100

REPLAT OF
HUNTERS RIDGE, PHASE I
LOTS 1DR-12R & 50, BLOCK A
LOTS 33R, 34-49 & 50X, BLOCK C
LOTS 1R-28R & 29XR, BLOCK D
23.096 ACRES
RECORDED IN DOCUMENT No. D221034569, O.P.R.T.C.T.
H. LANE SURVEY, ABSTRACT No. 927
H. WALKER SURVEY, ABSTRACT No. 1622
CITY OF CROWLEY, TARRANT COUNTY, TEXAS
48 RESIDENTIAL LOTS, 2 OPEN SPACE LOTS, 1 COMMERCIAL LOT
MARCH 2021

SHEET 3 of 3

EXHIBIT "B"

Common Areas

Common Area lots are defined as any area denoted as Common Area on the Recorded final plat(s) for the Property ("Plat(s)") and/or any open space that is deeded to the Association, including all parks and park improvements constructed by the Declarant or Association within the Property.

All Common Areas are to be maintained as deemed necessary by the Homeowners' Association.

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EXHIBIT "C"

Open Space Area

(See Section 8.8)

Open spaces shall include all entrance features and landscaping at N. Crowley Road, McPherson Boulevard, and Rendon Crowley Road.

All Open Space lots, drainage, detention and other easements, including without limitation, Association Easements, are to be maintained as deemed necessary by the Association.

Drainage easements are established by plat on: Block C, 50X; Block D, Lot 29XR; Block A, Lots 104X-106X; Block K, Lot 36X, and Block M, Lot 36X. Additional easements will be identified as future phases of the subdivision are developed.

This community has a common mailbox area. The mailboxes and the immediate area around the mailboxes are to be maintained by the HOA.

Unofficial Copy

EXHIBIT "D"

Subdivision Association Maintenance Fencing

(See Section 9.6)

The Association shall have responsibility for the following: entrance features and perimeter masonry and wrought iron screening walls located along N. Crowley Road, McPherson Boulevard and Hemphill Street.

The Association shall have responsibility for the following wood fences constructed on the rear property line of the following lots: Block A, Lots 91-99 & Lots 100-103; Block C, Lots 36-49, and side yard (southside) fencing of Block C, Lot 34.

The fences on the rear property line of the lots abutting an HOA maintained Open Space, Drainage Easement, or Recreation Area shall be constructed 6' in height, with pre-stained wood, and metal posts on the interior of the lot.

The side yard fence on the side of the lot abutting an HOA maintained Open Space, Drainage Easement, or Recreation Area shall be constructed 6' in height, with pre-stained wood, and metal posts on the interior of the lot.

Individual Owners shall be responsible for any fencing and/or retaining walls located on their Lot. This responsibility shall include repairs, maintenance and/or replacement to its original height and standards as deemed necessary by the Association.

Unofficial Copy

EXHIBIT "E"

Initial Building Guidelines

The following will serve as the Initial Building Guidelines as hereby set forth with respect to the subdivision known as Hunters Ridge and located within the Property. Any modifications or adjustments to any Lots and/or Dwellings shall follow these Initial Building Guidelines and shall be subject to any and all City rules, regulations and building codes, which City rules, regulations and building codes shall control and have authority over items stated in these Initial Building Guidelines to the extent of any conflict or inconsistency.

See City of Crowley Code of Ordinances (SF-7.2 Single Family Residential District) for additional information.

Minimum Square Footage of Dwellings	All homes shall have a minimum home size of 1,700 s.f.. No more than 20% in any given phase shall be less than 1,800 s.f.
Roofing Requirements	Roof pitches shall be a minimum of 8:12 from side to side.
Masonry Requirements	All dwellings shall have 80% masonry minimum requirements or higher as set forth by the City or building codes.

The above Initial Building Guidelines may be modified by Declarant to remain compliant with the any rules, regulations and/or building code of the City, FHA, FHLMC, FNMA, HUD, VA, Declarant and/or the ACA.

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