

Homeowner Association Declarations & Bylaws For Prairie Timber Estates, Burleson, Texas

This Declaration is made this 27th day of May, 2008, by FRJOB, L.P. a Texas Limited Partnership, (hereafter called "Declarant").

WITNESSETH:

WHEREAS, Declarant desires to attach these Declarations and Bylaws to the Deed Restrictions, covenants, and conditions of Prairie Timber Estates, Burleson, Texas.

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

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Texas a non-profit corporation for the purpose of affecting the intents and objectives herein set forth.

ARTICLE I DEFINITIONS

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

(a) "Association" shall mean and refer to the vehicle and agency which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting the disbursements and charges hereinafter prescribed, and will have the right of administering and enforcing the Covenants and Restrictions.

(b) The "Common Properties" shall mean the entryway, including perimeter fencing, landscaping, irrigation, lighting, and brickwork owned by the Association.

(c) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or Plat(s) of the Properties.

(d) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenant of record to assessment by the Association, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(e) "Member" shall mean and refer to each Owner as provided in Article II.

(f) THE ASSOCIATION AND EACH OWNER AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR

PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OR WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION AND MAINTENANCE, USE, CONDITION, EXISTENCE OR LOCATION OF COMMON PROPERTY, WHETHER OR NOT CAUSED, BY IT'S OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF CITY. THE ASSOCIATION SHALL CARRY LIABILITY INSURANCE TO MEET THE REQUIREMENTS OF THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT BE AMENDED OR DELETED FROM THIS DECLARATION WITHOUT THE WRITTEN CONSENT OF THE CITY.

(g) "Declarant" shall mean and refer to FRJOB, L.P. and the successors and assigns (if any) of such joint venture, with respect to the voluntary disposition of all (or substantially all) of the assets of such joint venture and/or the voluntary disposition of all (or substantially all) of the right, title and interest of the joint venture, in and to the Properties prior to the completion of development thereon, where such voluntary disposition of right, title and interest expressly provides for the transfer and assignment of the rights of such joint venture as Declarant, or with respect to the involuntary disposition of all or any part of the Properties owned by Declarant. No person or entity purchasing one or more Lots from such joint venture in the ordinary course of business shall be considered as "Declarant".

**ARTICLE II
MEMBERSHIPS AND VOTING RIGHTS IN THE ASSOCIATION**

2.01 Membership. Every Owner of a Lot shall automatically be a Member of the Association. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot. Declarant shall receive 10 votes for each lot Declarant owns. Notwithstanding any of the above, Declarant shall maintain total control of the HOA until all Lots owned by Declarant have a residence constructed on each Lot.

2.02 Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this section, any action authorized by Sections 3.03 and 3.04 (a) of Article III shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than ten (10) days nor more than fifty (50) days in advance and shall set forth the purpose of such meeting.

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

At the initial meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of the Association, shall constitute a quorum. If the required quorum is not present at the meeting, one additional meeting may be called, subject to the notice requirement here in above set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

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

2.03 Election of Officers. The Board shall include 3 Directors (1 vote each). All members shall be elected by a simple majority vote. President (2 year term), Secretary (1 year term) and Treasurer (3 year term).

**ARTICLE III
COVENANTS FOR ASSESSMENTS**

3.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each Lot owner upon joining the Association shall be deemed to covenant and agrees to pay to the Association (or to an entity or collection agency designed by the Association): (1) annual maintenance assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; (3) individual special assessments levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special capital, and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

3.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of the entryway, landscaping, perimeter brick wall and insurance in connection with the Common Properties and the repair, replacement and additions thereto; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of the Common Properties; for carrying out the duties of the Board of Directors of the Association as set forth in Article IV, hereafter; and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

3.03 Basis and Amount of Annual Maintenance Assessments.

(a) Commencing with the year beginning January 1, 2008, and each year thereafter, the Board of Directors, at its annual meeting the preceding January, and each respective January 1 thereafter, may set the amount of the maximum annual assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than ten percent (10%) above the maximum annual assessment for the previous year unless otherwise approved by a majority of the votes of the Association's Members.

(b) Notwithstanding anything herein contained to the contrary, prior to January 1, 2008, the maximum assessment chargeable against any Lot for which a full assessment is payable shall not exceed \$500.00 per year.

(c) The Association's Board of Directors may fix the actual annual assessment at an amount equal to or less than the then-existing maximum annual assessment. The Board of Directors may provide that annual assessments shall be paid semi-annually or annually on a calendar year basis. Written notice of the annual assessment to be paid by each Member shall be sent to every Member, but only to one (1) joint owner.

3.04 Special Assessments for Capital Improvements and Special Individual Assessments.

(a) In addition to the annual assessments authorized by Section 3.03 hereof, the Association may levy in any assessment year a special capital assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements upon Common properties, including the necessary fixtures and personal property related thereto; provided that any such assessments shall have

the affirmative approval of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose, as provided in Article II.

(b) Upon an affirmative vote of a majority of the Members of the Board of Directors of the Association, the Association may levy special individual assessment against individual Lot Owners for reimbursement for repairs occasioned by the willful or negligent acts of such individual Lot Owners and not ordinary wear and tear.

3.05 Date of Commencement of Assessments; Due Dates: The annual maintenance assessments provided for herein shall commence on the date fixed by the Association to be the date of commencement and, except as hereinafter provided, shall be payable annually, semi-annually, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be prorated for the balance of the calendar year in which it is levied.

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

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

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner.

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

(d) The Board of Directors will furnish an annual report.

3.07 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Remedies of Association

(a) If any assessment or any part thereof is not paid by the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot, the Owner of such Lot and his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Lot.

(b) The Association may give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days after the date such assessment was due.

(c) If any assessment or part thereof is not paid when due, the unpaid amount of such assessment shall bear interest from the date of delinquency at a rate equal to the lesser of fifteen percent (15%) per annum or the maximum lawful rate, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection incurred by the Association, including reasonable attorney's fees.

3.08 **Subordination of the Lien Mortgages.** The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter placed upon the Lots subject to assessments; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any assessment thereafter becoming due nor from the lien of any such subsequent assessment.

3.09 **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) All properties dedicated and accepted by the local public authority and developed for public use.
- (b) All "Common Properties"

**ARTICLE IV
GENERAL POWERS AND DUTIES
OF BOARD OF DIRECTORS OF THE ASSOCIATION**

4.01 **Powers and Duties.** The affairs of the Association shall be conducted by its Board of Directors. The Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article III above, the following:

(a) Care and maintenance of the landscaping, masonry screening walls and entry features on the Common Properties. Maintenance includes all repairs or rebuilding required and cleaning as required to remove graffiti or obscenities.

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

(c) Legal and accounting services.

(d) To enter into agreements or contracts with insurance companies with respect to insurance coverage of the Common Properties.

(e) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties.

(f) If, as, and when the Board, deems necessary, it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide reserves for repairs and replacements. Any expenditure exceeding \$500.00 will require majority approval by members.

(i) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

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

4.02 Board Powers. The Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

4.03 Liability Limitations. Neither any Member nor the Board of Directors (or any of them) or the officer (if any) of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its Directors, officers, agents, nor employees shall be liable for debts contracted for, or otherwise incurred by the Association, or for tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its Directors, officers, agents, nor employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvement or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

4.04 Reserve Funds. The Board may establish reserve funds, for such purposes as may be determined by the Board, which may be maintained and accounted for separately from other funds maintained for annual operating expense and may establish separate or irrevocable trust account in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association. Expenditures from any such fund will be made at the direction of the majority of owners.

ARTICLE V INSURANCE; REPAIR AND RESTORATION

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

- (a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.
- (b) Public liability and property damage insurance on a broad form basis.
- (c) Fidelity bond for all officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.
- (d) Officers and directors liability insurance.

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

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

**ARTICLE VI
USE OF COMMON PROPERTIES**

The Common Properties may be occupied and used as follows:

6.01 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

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

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

**IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS DO HEREBY EXECUTE
THIS DECLARATION, EFFECTIVE THE 27th DAY OF MAY, 2008.**

Owner:

FRJOB, L.P.

By: 

Gary Humphreys, Managing Partner

4387P60652

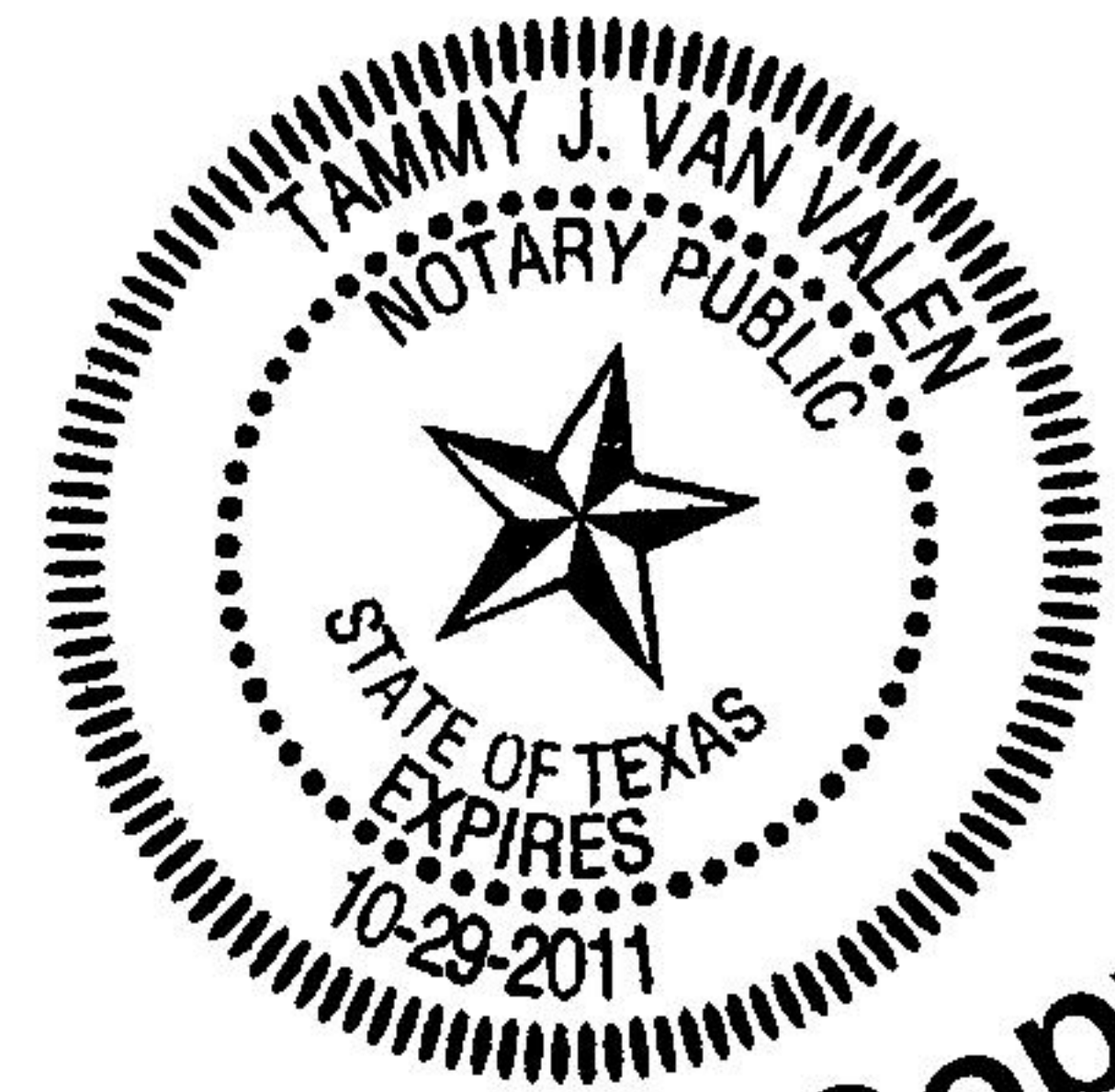
THE STATE OF TEXAS

COUNTY OF JOHNSON

Before me, the undersigned, a Notary Public in and for said State, on this day personally appeared Gary Humphreys, Managing Partner, of FRJOB, L.P. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledges to me that the same was the act of said FRJOB, L.P. A Texas Limited Partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 20th day of May, 2008.

Tammy J. Van Valen
Notary Public, State of Texas



After Recording Return to:
FRJOB LP
4413 Carey Street
Fort Worth, TX 76119

Unofficial Copy

Unofficial Copy

438780699

Unofficial Copy

Unofficial Copy

WARNING -- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

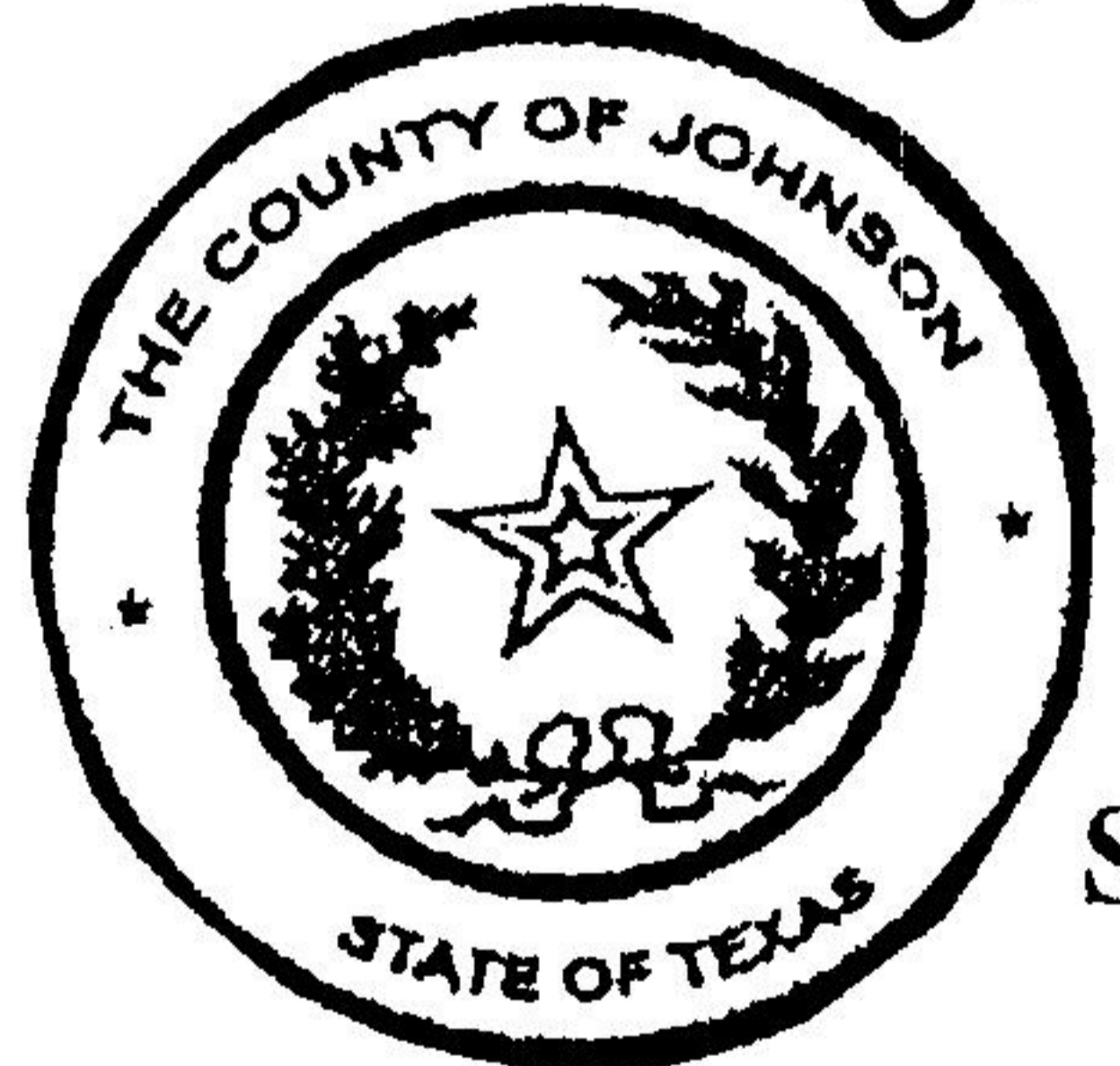
Filed For Record 10:44 AM PM

JUN 27 2008

County Clerk Johnson County
By md Deputy

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Unofficial Copy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

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