Johnson County
Becky Ivey
County Clerk
Cleburne 76033

70 2018 00008550

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Instrument Number: 2018-8550

As

Declaration

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COUNTY COURT
JOHNSON COUNTY, TEXAS

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

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

Becky Ivey

BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PRAIRIE TIMBER ESTATES

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STATE OF TEXAS §
§ KNOW BY ALL THESE PRESENT:
COUNTY OF JOHNSON §

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Prairie Timber Estates is effective October 22, 2015, by Prairie Timber Estates Homeowners Association, Inc., a Texas nonprofit corporation (hereafter referred to as the "Association").

WITNESSETH:

WHEREAS, Declarant (as defined in Section 1.2) is the initial developer of the addition known as Prairie Timber Estates;

WHEREAS, Declarant has established a property owners association for the Property, known as Prairie Timber Estates Homeowners Association, Inc., a Texas non-profit corporation;

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

WHEREAS, Declarant previously filed a Declaration of Covenants, Conditions and Restrictions for Prairie Timber Estates, which was filed in the real property records of Johnson County, Texas, at Document Number 024616, Volume 438, Page 0621;

WHEREAS, on July 29, 2013, the Owners voted to amend the Declaration at an annual meeting of the Association duly and properly called for such purpose, and an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Prairie Timber Estates was filed in the real property records of Johnson County, Texas, at Document Number 2014-11100;

WHEREAS, in 2014, Declarant called an annual meeting of the Association by delivering the required notice to all Owners in the Association for the purpose of a vote, amongst other purposes, to amend the Declaration;

WHEREAS, the meeting of the Association was held on September 11, 2014;

WHEREAS, during the meeting, David Ross, an Owner, called for a vote to amend the Declaration to add a provision requiring propane tanks to be shielded and a deadline for landscaping to be completed on new Residences;

WHEREAS, more than sixty-seven percent (67%) of the total allotted votes to Owners voted in favor of the proposed amendments to the Declaration;

WHEREAS, on or about May 15, 2015, Declarant assigned its rights as declarant to Shipman Enterprises, LLC ("Successor Declarant"), and an Assignment of Declarant's Rights was recorded as Instrument Number 2015-10353 in the real property records of Johnson County, Texas on May 19, 2015;

WHEREAS, in 2015, Successor Declarant called an annual meeting of the Association by delivering the required notice to all Owners in the Association for the purpose of a vote, amongst other purposes, to amend the Declaration;

WHEREAS, the meeting of the Association was held on October 22, 2015;

WHEREAS, during the meeting, David Ross, an Owner, called for a vote on the proposed amendment to the Declaration, which would decrease the square footage requirement on specified lots;

WHEREAS, more than sixty-seven percent (67%) of the total allotted votes to Owners voted in favor of the decreased square footage requirement on specified lots in the Declaration;

WHEREAS, the Association hereby desires to add Section 3.4(k)(20) to the Declaration and to amend Sections 3.4(b), 3.5(b)(2), and 3.8(b) of the Declaration;

WHEREAS, the Association does not desire to amend any other provisions of the Declaration and hereby affirms that the Declaration, as amended, is in full force and effect; and

WHEREAS, Successor Declarant and the Association hereby desire to impose the covenants, conditions, restrictions and easements herein described upon Prairie Timber Estates.

ARTICLE 1
ESTABLISHMENT

Section 1.1 Establishment of Covenants, Conditions, and Restrictions. Declarant hereby imposes upon the Property the covenants, conditions, restrictions, liens and easements set forth in this Declaration (the "Covenants") for the purposes of establishing a general scheme for development of the Property, enhancing the value of the Lots and Residences (defined below), and establishing restrictions for residential use for the benefit of Declarant and the Owners (defined below). Declarant does not guarantee that all of these purposes will be accomplished

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through the creation and imposition of the Covenants. The Covenants touch and concern title to the Property, run with the land, and shall be binding upon all persons hereafter acquiring any portion of the Property.

Section 1.2 Definitions. The terms set forth below shall have indicated meanings when used in this Declaration; other terms are defined elsewhere herein and shall have the meaning given to them in this Declaration.

"ACC" means the Architectural Control Committee established pursuant to this Declaration.

"Assessments" means the Maintenance Assessments and Special Assessments provided for.

"Association" means the Prairie Timber Estates Homeowners Association, Inc., a Texas non-profit corporation.

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

"Builder" means any homebuilder constructing the initial Residence upon a Lot in the normal course of conducting its business for profit.

"Common Area" means those portions of the Property as described in or on the Plat that do not constitute Lots, Streets, Roads or Alleys. Accordingly, the Common Area means those portions of the Property designated as such on the Plat, including any recreational centers or similar areas. The Common Area also includes: (i) any areas within the Property owned by the appropriate government, or any other governmental entity; (ii) any landscape, wall maintenance, pedestrian access or maintenance easements reflected on the Plat, required by the appropriate government or recorded by separate instrument; and (iii) those areas, if any, which are owned by an Owner, but on which are located monuments, signs, fences, landscaping, berms, sidewalks, irrigation systems or other improvements that may be maintained by the appropriate governmental entity. The Common Area shall also include all improvements on or to any portion of any of the areas described in the preceding sentence. Declarant shall at all times have and retain the right, but without obligation whatsoever, to effect minor redesigns or reconfigurations of the Common Area and to execute any open space declarations applicable to the Common Area which may be permitted in order to reduce property taxes, and to take whatever steps as may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.

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"Declarant" means the FRJOB, L.P., including any affiliate of any Partner thereof and any other person or entity who is designated as a successor Declarant in writing pursuant to the provisions in this Declaration.

"Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Prairie Timber Estates and any amendments and supplements thereto governing the Prairie Timber Estates community or any sub-association, as recorded.

"Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to all aspects of construction, placement, location, alteration, maintenance and design of any improvements within the Property, and all amendments, modifications, supplements and interpretations thereof, which may be established pursuant to Section 3.3(d).

"Established Drainage Pattern" means the drainage pattern as engineered and constructed by a Builder prior to (or in some cases, immediately) the conveyance of title from a Builder to the individual homeowner.

"HUD" means the US Department of Housing and Urban Development.

"Improvements" means any exterior changes, alterations or additions to a Lot from its condition at the time of purchase.

"Lot" means any of the individual platted building lots reflected, or to be reflected on the Plat that are to be used for residential purposes as herein described.

"Managing Agent" means any Person who has been engaged and designated by the Board to manage the daily affairs and operations of the Association.

"Owner" means any Person owning fee title to any Lot, but excluding any Mortgagee or Beneficiary under a Deed of Trust until such time as it acquires legal title to a Lot.

"Person" means any individual, corporation, limited liability company, partnership or other entity of any kind or types whatsoever.

"Phase" means a particular phase developed upon the Property. Declarant may impose, as provided in Section 3.3(d), additional or different restrictions on each Phase. If Declarant annexes additional property into the Property as provided, it may designate

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the area annexed as a particular Phase, and may impose, as provided in Section 3.3(d), additional or different restrictions on such area.

"Plat" means (i) initially, the Preliminary Plat, and thereafter the Final Plat, for any Phase of the Property submitted to and approved by the appropriate government or any other applicable governmental entity; (ii) after the recording thereof, the Final Plat for any Phase of the Property as recorded in the Records of Johnson County, Texas; and (iii) any replat of, or amendment to, the foregoing made by Declarant in accordance with this Declaration. The term "Plat" shall also include the final recorded plat of any additional property annexed into the Property.

"Property(-ies)" shall mean any asset, real or personal. An ownership interest.

"Protective Covenants" means this Declaration and any Supplementary Declarations affecting Prairie Timber Estates as recorded by the Declarant.

"Residence" means a single family detached residence constructed upon a Lot in conformance with this Declaration.

"Reviewer" Architectural control and design for Prairie Timber Estates is handled by either (i) the Declarant or (ii) the Design Review Committee. The term "Reviewer" is used in these Design Guidelines.

"Screening Wall" means any wood or masonry fence or wall installed by the Declarant adjacent to major roads and/or thoroughfares.

"Street" means any paved road, but not alleys, that is typically within a fifty-foot (50') of sixty-foot (60') right-of-way and serves the front of a Lot upon which a Residence is constructed.

"Structure" means any structure (other than a Residence), fence, driveway, sidewalk, planting, landscaping, irrigation system, wall, tennis court, swimming pool, outbuilding, playground equipment, or other improvement of any kind of type.

"Supplementary Declaration" means any Supplementary Declaration of Covenants, Conditions, and Restrictions affecting a particular Prairie Timber Estates Homeowners' Association as recorded by the Declarant.

"VA" means the U.S. Department of Veteran Affairs.

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"Vehicle" means any vehicle of any kind or type whatsoever, including any automobile, truck, motorcycle, boat, mobile home, motor home, boat trailer, or other kind of trailer.

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ARTICLE 2
USE PROVISIONS

Section 2.1 Prohibited Uses and Activities.

(a) Parking and Vehicle Restrictions. All Vehicles shall be parked, stored, or placed so as not to be visible from any street or from ground level view from an adjoining Lot, except for temporary parking in the driveway constructed on a Lot. No boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, off road, travel trailer, motor home, camper body or similar vehicle or equipment may be stored, parked or kept on any driveway, in the front yard or in the street in front of a Lot for more than 48 hours nor more frequently than two times per month, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any Residence. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, maintenance or repair of a Residence in the immediate vicinity. On-street parking shall be limited to temporary parking of guests or invitees of Owners during parties, delivery of services, and similar limited (no more than twelve (12) hours) time periods. Trucks with tonnage in excess of one ton and Vehicles with signage or advertising displays shall not be permitted to park overnight on the Streets, driveways, or other areas within the Property. No Vehicle that transports flammable or explosive cargo may be parked or stored within the Property. No inoperative or unlicensed Vehicles may be parked or stored, other than in an enclosed garage, within the Property. All work on Vehicles (other than routine maintenance) shall be performed only in an enclosed garage. The foregoing provisions shall not restrict the parking of trucks and other Vehicles as necessary in connection with construction of Residence or other Structures on Lots.

(b) Specific Use Restrictions. No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted on the Property which is not related to single-family residential purposes. This Section shall not be construed so as to prohibit the conduct of a reasonable amount of quiet, inoffensive in-home work, such as computer work, tutoring, or giving art or music lessons, or similar activities, provided that such work or activity does not involve the parking of vehicles of employees, consultants, or other parties other than the occupants of the Residence in question, and does not involve the delivery or pickup of any materials or services. Unless expressly permitted by the Declarant or the Board of the Association, no church may be maintained on the Property. No noxious or offensive activity (as determined by the Board) shall

be undertaken on the Property, and nothing shall be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this Section shall prohibit a builder's temporary use of residence as a sales office until such builder's last Residence on the Property is sold.

(c) Pet and Animal Restrictions. Only regular household pets such as cats and dogs shall be permitted on the Property and then only for personal use and not for any business use, such as breeding, kennel operations and the like. No other animal shall be permitted to be maintained upon the Property, including the following: cows, horses, bees, hogs, sheep, goats, poultry, or skunks. No more than four (4) domesticated household pets are permitted in any Residence. All pets shall be kept within the fenced-in area of an Owner's Lot or within the house and shall not be permitted to run free through the Property. It is the pet owner's responsibility to keep the Property clean and free of debris from such owner's pets. All animals must be properly tagged for identification and vaccinated against rabies.

Dog runs require ACC approval on a case-by-case basis. Dog runs shall be located within side or rear yards in such a way that they are not visible to neighbors or community open space. The ACC will evaluate the proposed location and size of the dog run with consideration given its impact on adjacent properties and streets. Generally, dog run areas should not exceed three hundred (300) square feet in size and fence height should not exceed five (5) feet. The use of underground invisible dog run fencing is encouraged on a case-by-case basis. The dog run fencing should be immediately adjacent to the home and compatible with the home in material and color. Galvanized chain-link fencing is prohibited. Dog runs shall be well screened from neighboring properties and streets with landscaping. "Dog kennels" are not permitted.

(d) Outdoor Burning Restrictions. Outdoor burning of trash, leaves, and other items is prohibited. This restriction shall not be construed as prohibiting outdoor cooking on barbeque grills in connection with use of a Residence.

(e) Trash/Garbage Disposal. Trash, garbage and other waste shall at all times be kept in clean, well maintained, sanitary containers for regular scheduled pickup for removal of such items. Trash, garbage or other waste shall not be kept except in sanitary containers and shall not be placed on the curb or other more than 18 hours prior to its scheduled collection day, and removed within 12 hours after the scheduled pickup. Trash, garbage or other waste, including broken or rusty equipment, disassembled or inoperative cards and discarded appliances and furniture, shall not be dumped on the ground of any Lot or in any Common Area. Compost heaps may be maintained only in rear yards unless otherwise approved in writing by the Board.

(f) Occupancy. Each Lot shall be improved with a single family detached Residence. No Person shall occupy any garage or other outbuilding at any time.

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(g) Projections from Structures. Window air conditioning units and other similar projections are prohibited. Any projection through the roof of any Structure on the Property shall require the prior written approval of the Declarant or the ACC.

(h) Private Water/Sewer Systems. Each Residence shall be connected to the water and sanitary sewer system, and no private water well or water, sanitary or storm sewer system is permitted within the Property unless the Declarant constructs it. If Declarant uses private drainage easements in areas necessary or contain a private sub-surface storm sewer drainage system, then such sewer lines are to be kept freely running and unobstructed at all times. If the lines become obstructed, all parties that benefit from their function shall be required to equally and promptly share in the cost of repair or replacement of the lines.

(i) Changes in Grade. Except for such changes as are reasonably necessary to facilitate construction of a Residence on a Lot, no Owner shall change the grade of any Lot except in compliance with all applicable laws. After Declarant has developed the Lots, the general grading, slope and drainage plan of a Lot may be altered, and no dams, berms, channels or swells may be constructed or excavated without the prior written approval of the Declarant (or the ACC), the City (if applicable) and other appropriate agencies having authority to grant such approval.

(j) Visible Activities Outdoors. Outdoor drying of clothes in public view is prohibited. Lawn mowers, rakes, carts and other yard equipment shall be stored from view from adjoining Lots and Streets when not in use.

(k) General Restriction-Nuisances. In general, no condition shall be allowed to exist on a Lot which, by sight, smell or noise (as determined exclusively by the ACC), shall constitute a public or private nuisance or unreasonably disturbs any other Owner in the use and enjoyment of its Lot or the Common Area. Residents shall avoid making or permitting loud, disturbing, or objectionable noises at any time. Since many people work on weekends and holidays, quiet must be strictly maintained between the hours of 10:00 p.m. and 7:00 a.m. every day. This includes, but is not limited to, voices, animal noises, using or playing musical instruments, radios, stereos, television or any other audible device in such a manner that disturbs other homeowners.

(l) Temporary Structures. No structure of a temporary character, other than playhouses, such as a trailer, basement, tent, shack, barn or other out-building, shall be used on any of the Property at any time as a dwelling house; provided, however, that any homebuilder may maintain and occupy model houses, sales offices and construction trailers during construction periods.

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(m) Garage Sales. No garage sales may be held except on dates and times, and in accordance with written rules, prescribed by the ACC.

ARTICLE 3
CONSTRUCTION PROVISIONS

Section 3.1 Plan Approval Required. No Residence or Structure shall be constructed, placed or installed within the Property until the Plans have been approved in writing by the ACC or Declarant as provided in this Article 3.

Section 3.2 Establishment of ACC.

(a) Initial Appointment. The ACC shall consist of three (3) members; at least one member will be a representative of the developer, and the Declarant shall appoint the additional members of the ACC.

(b) Terms and Subsequent Appointments. The members of the ACC shall serve until they resign or are removed by the party appointing them to the ACC (which the appointing party may do at any time). Subsequent appointments to the ACC shall be made by the Declarant until such as the Declarant either relinquishes such power by the written notice to the Board or the Declarant no longer owns any Lot; thereafter appointments to and removals from the ACC shall be made by the Board. The ACC or Declarant may engage the services of a third party to review plans and specifications pursuant to this Article.

(c) Compensation; Fee for Review. No member of the ACC shall be entitled to compensation for its services. The ACC may impose a reasonable charge for reviewing plans.

Section 3.3 Approval Process.

(a) Submission of Plans. Any party wishing to construct a Residence or any Structure shall submit one (1) copy of complete plans and specifications in 8-1/2" x 11" size or no larger than 11"x 17" to the ACC for its approval prior to commencing. Such plans and specifications shall include engineering information, landscaping description, and construction plans showing the location and elevations, square footage of the living area, brick percentage, roof pitch and floor plan showing garage area of the proposed Residence or Structure and the materials to be used in constructing the same, all in sufficient detail to enable the ACC to evaluate the proposed Structure or Residence. Please do not send electrical, plumbing or roofing plans. The ACC may request additional information, including samples or proposed materials to aid it in its decision process. After receipt of a complete set of plans and specifications, the ACC shall promptly review the same and notify the Person submitting whether it approves the plans or

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whether it requires changes thereto. Alternately, the ACC may disapprove a set of plans by so noting thereon and returning it to a Person submitting, accompanied by a statement of the reasons for disapproval. No construction shall be commenced on any portion of the Property unless and until the ACC or Declarant has approved the plans for the Residence or Structure in question in writing. Procurement of applicable permits from other governmental agencies is the responsibility of the Owner and shall be obtained prior to commencement of construction. Once begun, construction shall be completed expeditiously and in strict accordance with approved plans. No Structure may be occupied until all applicable final inspections have been obtained from the appropriate parties or government agencies.

(1) Hours of Operation. Hours of operation shall be the time frames of when exterior construction is allowed, which will be established by the Board of Directors.

(2) Construction Trailers, Shed, or Temporary Structures. All construction trailers, sheds, or temporary structures require ACC approval prior to installation. All such shelters shall be removed upon completion of construction. Temporary living quarters for workmen are strictly prohibited.

(3) Sanitary Facilities. The contractor shall be responsible for providing adequate sanitary facilities for construction workers. It is the obligation of all contractors and subcontractors to leave the project site free from trash, debris, unused materials and equipment.

(4) Construction Drainage. The Owner shall provide temporary erosion control measures during the construction period as described above. Temporary barriers such as silt fences shall be utilized as needed. It is recommended that the Owner landscape slopes as soon as possible after grading has been completed to control erosion.

(5) Vehicles & Access. All vehicles shall be parked so as not to impede traffic or damage surrounding natural landscape. The ACC may designate, at time of plan review or during construction, specific areas for the parking of construction worker's vehicles and/or equipment. Washing of vehicles and/or construction equipment on streets within Prairie Timber Estates is prohibited.

(6) Utility Disruption. If any telephone, cable TV, electrical, water or other utility lines are cut, it is the offending party's obligation to report the incident to the ACC and the affected utility provided.

(b) Time for Review/Approval. The ACC shall approve or disapprove all plans submitted for construction within thirty (30) days after the date it receives a complete set of plans and specifications; if the ACC fails to specifically approve or disapprove of any plans within

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such thirty (30) day period, the ACC shall be deemed to have approved the plans submitted. Under no circumstances shall the ACC's failure to respond within the thirty (30) day period constitute deemed approval of, or the granting of, a variance for any aspect of construction, use of materials, or location of improvements, which would otherwise constitute a violation of the Covenants or the Design Guidelines.

(c) Review Standards. The ACC, in reviewing and approving plans for construction of Structures and Residences, shall use commercially reasonable efforts to promote and ensure a high level of taste, design quality, aesthetic harmony, and conformity throughout the Property, consistent with the standards established by this Declaration and any Design Guidelines. Where the condition imposed by and provision of these Design Guidelines are less restrictive than comparable condition imposed by an appropriate government agency where permit requirement or building code or regulation, the more restrictive provision shall govern.

(d) Design Guidelines/Building Standards. The Declarant or the ACC may, but is not required to, from time to time, establish specific guidelines and building standards to assist Persons in determining the type of Structures and Residences, which may be constructed on the Property. Declarant may annex additional Property to become a portion of the Property, and may develop the overall Property in various Phases. Declarant may establish differing restrictions, guidelines and building standards for each such Phase of the Property, which may impose more restrictive or less onerous building standards with respect to a particular Phase. The ACC or Declarant may amend or modify such guidelines or standards from time to time in its sole discretion. Such guidelines or standards shall supplement this Declaration and be general guides to permitted construction within the Property, but shall not diminish the authority of the ACC and Declarant to approve plans as otherwise herein provided.

(e) Failure to Obtain Approval. The construction, repair, replacement, installation, or placement of any Structure or improvement of any type on a Lot without the prior written approval from the ACC shall constitute grounds for the imposition by the ACC or the Association of an automatic fine against the Owner of said Lot not to exceed Five Hundred and No/100 Dollars ($500.00). A fine levied under this Section shall be charged to the Owner's assessment account, payable upon demand and secured by the lien created in Article 4.

(f) Compliance With Plans. Contractors are responsible for complying with the approved construction plans; these Contractors are responsible for complying with the approved construction plans, these Design Guidelines and the Tree Preservation Requirements and Streetscape Design Guidelines. If trash, debris, or spillage is not cleaned up, or damage to protected or improved areas is not repaired, the ACC reserves the right to complete the cleanup or repairs needed and specifically assess all related costs to the contractor and/or Owner.

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Contractors and Owners are encouraged to notify the ACC of any potential issues related to compliance with approved plans.

(g) Limitations of Liability. Neither the Declarant, its officers, directors, partners, agents, employees, representatives, parent or subsidiaries, nor the Association, the Board, or the ACC, including any of its respective members, shall be liable to any Person for any official act of the ACC in connection with submitted plans and specifications. Notwithstanding any approval by the Declarant or the ACC, neither the Declarant nor the ACC shall be responsible or liable to any Person with respect to any loss, liability, claim or expense, which may arise by reason of such approval or the construction of a Residence, or Structure related thereto. Neither the Declarant, the Association, the Board, nor the ACC shall be responsible in any way for any defects in any plans or specifications submitted, reviewed or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans or specifications. No approval of any plans by either the ACC or the Declarant shall be construed to mean that the plans comply with any applicable law, building code, or governmental regulation, it being the responsibility of the Person submitting any plans to assure compliance with all applicable laws. Conversely, the issuance of a building permit or any approval from any governmental authority shall not, under any circumstance, constitute any evidence that construction of a Residence or a Structure complies with the terms and conditions contained in this Declaration or any Design Guidelines. Declarant and members of the ACC shall have no liability for decisions made by them regarding the approval or disapproval of plans, so long as the decisions are made in good faith and are not discriminatory, arbitrary, or capricious.

Section 3.4 Specific Construction Provisions.

(a) Setbacks. All Residences and other Structures shall be constructed in conformity with the setback requirements of the appropriate government agency having jurisdiction over the same and the building lines reflected on the Plat.

(b) Structure Size and Type. All Residences on 1/2 acre Lots located past the Prairie Timber Bridge shall have a minimum of two thousand five hundred (2,500) square feet of enclosed air-conditioned living area as set forth by the ACC and as set forth in Section 3.5. All Residences on 1 acre Lots located past the Prairie Timber Bridge shall have a minimum of three thousand (3,000) square feet of enclosed air-conditioned living area as set forth by the ACC and as set forth in Section 3.5, except that all Residences located on Lots adjacent to the railroad right-of-way shall have a minimum number of two thousand five hundred (2,500) square feet of enclosed air-conditioned living area as set forth by the ACC and as set forth in Section 3.5, being the following specified Lots: (i) Block 4, Lot 14; (ii) Block 4, Lot 15; (iii) Block 4, Lot 16; (iv) Block 4, Lot 17; (v) Block 4, Lot 18; (vi) Block 4, Lot 19; (vii) Block 4, Lot 20; (viii) Block 4, Lot 21; (ix) Block 4, Lot 22; (x) Block 4, Lot 23; (xi) Block 4, Lot 24; (xii) Block 4, Lot 25;

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(xiii) Block 4, Lot 26; (xiv) Block 4, Lot 27; (xv) Block 4, Lot 28; (xvi) Block 4, Lot 29; (xvii) Block 4, Lot 30; (xviii) Block 4, Lot 31; (xix) Block 4, Lot 32; and (xx) Block 4, Lot 33. All Residences on Lots located before the Prairie Timber Bridge shall have a minimum of two thousand (2,000) square feet of enclosed air-conditioned living area as set forth by the ACC and as set forth in Section 3.5, except that all Residences located on Lots adjacent to the park shall have a minimum number of two thousand five hundred (2,500) square feet of enclosed air-conditioned living area as set forth by the ACC and as set forth in Section 3.5, being the following specified Lots: (i) Block 3, Lot 11; (ii) Block 3, Lot 12; (iii) Block 3, Lot 15; (iv) Block 3, Lot 16; (v) Block 3, Lot 17; and (vi) Block 3, Lot 18.

Each Residence shall be of new construction on a Lot and no mobile homes or manufactured housing shall be permitted on the Property except on a temporary basis in connection with construction or sales activities.

(c) Garage Requirements. Each Residence shall have a minimum of a two car garage constructed as a part thereof. The main garage of the home may not face the street. However, if an additional garage is to be included and attached to the residence, it may face the street, but must be set back from the front of the residence. This garage placement shall require ACC final approval. The garage should be attached unless otherwise approved by the ACC. Any detached garages, including those garages that might be used for recreational vehicles or trailer storage, shall only be allowed in the rear yard area of the one acre or larger lots and must conform to the standards of the main residence for roofing, brick, color, and quality. All plans for any such structures shall require ACC approval.

(d) Drive/Walkway Requirements. All driveways and sidewalks shall conform to applicable appropriate government agency and other governmental specifications and regulations.

Driveways shall be either concrete paved with a medium broom finish, stamped and colored concrete, or exposed aggregate concrete. Other materials require ACC approval.

Extension or expansion of driveways requires ACC approval prior to installation.

(e) Windows and Doors. Windows shall be of clear glass or tinted glass of bronze, gray and green or smoke color. The use of reflective glass or reflective tinting is prohibited. All main entrance exterior doors of Residences shall be of a minimum height of eight (8) feet.

(f) Awnings and Overhangs. The use of awnings and overhangs require ACC approval prior to installation. The materials and colors shall be the same or generally recognized as being complementary to the exterior of the building and will be attached directly to the

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structure without requiring supporting columns or poles. Neither metal nor plastic awnings will be permitted.

(g) Decks and Balconies. ACC approval is required prior to the installation of a deck or balcony. Decks and balconies shall be constructed of wood or of a material similar to that of the residence and, if painted, shall be painted a color similar to or generally accepted as complementary to the residence. Decks and balconies shall be installed as an integral part of the residence. Any such decks or balconies shall be located so as not to obstruct or diminish the view from or create a nuisance for adjacent property owners. Construction shall not occur over easements and shall comply with the applicable Design Review procedures set forth in this Declaration. Where the condition imposed by the provisions of these Design Guidelines is less restrictive than comparable condition imposed by an appropriate government agency where permit requirement or building code or regulation, the more restrictive provision shall govern. Decks shall be no more than four (4) feet off the ground and shall be set back a minimum of five (5) feet from property lines. Views under decks shall be screened.

(h) Patios. ACC approval is required for the construction of patio covers, open patios, and enclosed patios. Freestanding patio covers are acceptable, as approved, as are roof extensions (loggias). Patio covers and posts shall be constructed of wood or of a material generally recognized as complementary to the residence and shall be similar to or generally recognized as complementary in color to the exterior color of the residence. Open patios should be an integral part of the landscape plan and should be located so activities do not create a nuisance for adjacent property owners. The patio color shall be similar to or generally accepted as a color complementary to the color of the residence. Enclosed patios shall be constructed of materials that are similar to or generally accepted as complementary to those of the residence as determined by the ACC.

(i) Painting/Repainting. ACC approval is required for any exterior painting or repainting of the home or its accessory improvements. The submittal shall contain the manufacturer's paint chips with name and code number. Note: If painting home same or similar color ACC Approval is not required.

(j) Alterations, Additions and Expansions. ACC approval is required for any exterior alteration to, addition to, or expansion of a home. The architectural design and materials used in any and all exterior additions, alterations or renovations shall conform to the original home's design intent with respect to style, detailing, and materials used in the initial construction, as prescribed herein.

(k) Accessory Structure Provisions. All ancillary Structures (as described below) shall conform to the requirements of this Section. ACC approval is required prior to construction

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of any accessory structure, including but not limited to sheds and permanently installed playhouses. Applications for accessory structures will be reviewed with regard to Lot size, setbacks, and primary building size. Accessory structures should serve as functional elements and enhance the aesthetic qualities and visual theme of Prairie Timber Estates. Accessory structures such as outbuildings, permanent storage sheds, and gazebos shall be located in the rear yard or in a location not prominently visible from the street, and shall adhere to the standards herein. No overhead electrical lines will be allowed to any accessory structure. Outbuildings, storage sheds and gazebos shall be architecturally compatible with the home. Accessory structures shall meet the following criteria:

- Accessory structures shall be of the same color and architectural style as the main residence or of color and style that is generally recognized as complementary to that of the main residence.
- Accessory structures shall be of 100% brick, brick veneer, stone, stone veneer or other masonry material approved in writing by the ACC. For purposes of this Declaration, cementitious siding shall not be considered brick, brick veneer, stone, stone veneer or masonry material and cannot be used in place of masonry material.
- An accessory structure's roofing materials shall match those of the main residence.
- Accessory structures shall be no larger than 10'x12', unless a variance is given.
- Accessory structures shall conform to the side and rear yard setbacks.
- Accessory structures shall not unreasonably obstruct any adjacent neighbor's view.
- Accessory structures shall not have exterior walls taller than nine (9) feet, (not inclusive of garage structures).
- Carports (non-fully enclosed automobile shelters) are prohibited.

(1) Antennae/Satellite Dishes. The erection, construction, placement or installation of any television, radio, or other electronic tower, serial, antenna, satellite dish or device of any type for the reception or transmission of radio or television broadcasts or for any means of communication upon a Lot or upon any improvement thereon is prohibited except as provided for herein. This prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part1, Subpart S, Section 1.4000 (or any successor provision) promulgated pursuant to the Telecommunications Act of 1996, as amended from time to time. The ACC or the Declarant shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. All television antennas and other antennas and aerials shall be located inside the attic of the residence constructed on the Lot. Amateur radio towers and antennas (whether for reception or transmission) are specifically prohibited. No exterior

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television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot, Residence, or Structure without prior written approval and authorization of the ACC. Satellite dishes larger than one (1) meter in diameter are prohibited. The satellite dish or antenna shall be placed in the rear or side yard in such a manner that it is screened from view from adjacent streets and neighboring properties.

(2) Fences and Walls. The installation of fences and walls require prior ACC approval. All fences and walls on the half acre lots are to be constructed of stained wood privacy or tubular iron metal material. The fencing on the one acre or larger lots shall be tubular or wrought iron metal fencing only unless otherwise approved by the ACC. Fences and walls should appear as extensions of the home's architecture and be complementary to the main structure. Fences and walls may be used to enclose and define courtyards, extend and relate the building forms to the landscape, and provide security and privacy with the specific approval of the ACC. Fences and walls around swimming pools and spas must meet city standards and be approved by the ACC. All fences and walls (excluding retaining walls described in (5) below) shall be at least six (6) feet in height and shall have a maximum height of six (6) feet, and shall be located in an area and constructed of stained wood privacy or iron materials in accordance with the provisions contained in any Design Guidelines. No fence or wall may be constructed, repaired, rebuilt, or relocated if it impedes or obstructs drainage. Low decorative walls that are part of the landscape design will be considered. Front yard landscape walls shall not exceed three (3) feet in height.

The Declarant reserves the right to mandate the use of tubular or wrought iron or other decorative fencing where the Declarant deems necessary to ensure consistency and community design. Galvanized chain link fencing is not acceptable without specific ACC approval. Except for the wrought iron fence standard, all fences whether constructed by the Owner or the Builder, shall be maintained consistent with the community-wide standard. In the event a fence or wall is damaged or destroyed, the Owner shall repair or recondition the same at Owner's expense within three (3) weeks of the damage using materials of equal or greater value.

Pursuant to this Declaration, the foregoing standards are intended as an aesthetic guide only. Neither the Declarant nor the ACC ensures the soundness, structural integrity, or effectiveness of retaining walls constructed in conformity with this section. Neither the Declarant nor the ACC shall be responsible for ensuring the structural integrity or soundness of any approved retaining wall.

(10) Trash Containers. Trash, garbage or other waste shall not be kept except in sanitary containers. All trash containers shall be screened from view from streets.

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Trash containers shall not be placed on the curb or alley more than 18 hours prior to its scheduled collection day and must be removed within 18 hours after scheduled collection day. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Compost heaps may be maintained only in rear yards unless otherwise approved in writing by the ACC.

(4) Hedges. Hedges shall be maintained at a height that is in conformity with the height of fences and walls. No hedge shall be maintained in a manner that obstructs any sidewalk or the visibility of intersections of Streets and/or alleys.

(5) Retaining Walls. Retaining walls, other than those constructed by the Declarant, require prior written approval by the ACC to ensure conformity with the requirements contained in any Design Guidelines with respect to location, construction, and materials. The Owner/Builder of the "high side" Property shall be responsible for installation of side property line retaining walls. Retaining walls shall not exceed four (4) feet in height, unless engineered by a licensed engineer in the State of Texas, there shall be a minimum of five (5) feet between adjacent walls, and walls shall be located so as not to alter established drainage patterns. Except for those built by Declarant or its affiliates, any retaining walls which generally face an alley or are either between Residences or along or adjacent to the side or rear property lines of Lots shall be constructed of ACQ treated lumber or stone materials unless the ACC has otherwise provided prior written approval. Except for those built by Declarant or its affiliates, any retaining walls which generally face a Street or are along or adjacent to the front property lines of Lots shall be constructed of stone materials unless the ACC has otherwise provided prior written approval.

Pursuant to this Declaration, the foregoing standards are intended as an aesthetic guide only. Neither the Declarant nor the ACC ensures the soundness, structural integrity, or effectiveness of retaining walls constructed in conformity with this section. Neither the Declarant nor the ACC shall be responsible for ensuring the structural integrity or soundness of any approved retaining wall.

(6) Mailboxes. Mailboxes shall be of a design and constructed of materials approved by the ACC and shall conform to the standards of the United States Postal Service regulations and any Design Guidelines. The mailboxes shall be of masonry and installed pursuant to the designs set forth by the subdivision guidelines and the United States Postal Service for curbside mailboxes.

(7) Tennis Court/Swimming Pool/Recreational Facilities. A tennis court, swimming pool, spa and/or recreational facilities may be constructed within any Lot

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provided the plans are approved by the ACC prior to commencement of construction to ensure compliance with the requirements contained in any Design Guidelines with respect to location and screening. The ACC will review requests for swimming pools and pool equipment on a case-by-case basis. Consideration will be given to, but not necessarily limited to, setback from and impact on neighboring properties and the size of the pool enclosure. Fencing and walls around swimming pools and spas must meet city standards and be approved by the ACC. Any Spa shall be located in the side or rear yard in such a manner that it is not immediately visible to adjacent property Homeowners. Spas should be designed as an integral part of the deck or patio area where they are located. Above ground pools are prohibited.

(8) Signage. The Master Developer shall have the right and privilege to develop and implement uniform signage specifications and requirements applicable throughout Prairie Timber Estates, including Builder "For Sale" signage and model home signage. Except for Declarant's signs, existing homes for sale or for lease shall have no more than one (1) temporary sign per Lot that advertises property, which stands no more than four feet (4') high, which has dimensions of no more than five (5) square feet, and which is conservative in color and style. Temporary signs may be displayed only while the Lot/home is for sale or lease and shall be removed when the property is no longer for sale or lease. A Builder "Sold" sign will be allowed until the closing of the home or lot to a third party.

Political signage is allowed so long as it strictly complies with the conditions set forth in any Design Guidelines as to number, location, when such signs are allowed prior to the election, and the time period after the election upon which the signs shall be removed. Spirit signs (announcing involvement of teenagers in athletics or school programs) shall only be allowed if provided for and in strict compliance with any Design Guidelines. Such advertising and spirit signs shall be subject to approval of the ACC.

Trade signs, which include, but are not limited to landscaping, painting, remodeling, etc., may only be displayed while work is in progress. The installation or relocation of all other signs requires ACC approval. The ACC may dictate a specific uniform size, style and color for such trade signs. All signs must be professionally produced and manufactured. Each Owner hereby grants permission to the ACC (or its duly authorized agents) to enter upon a Lot or any part of the Property and remove any sign, billboard or advertising structure that does not comply with the above requirements and, in doing so, shall not be subject to any liability to any Person whatsoever for trespass, conversion, or any claim for damages in connection with such removal. The ACC's cost to remove any sign shall be added to the Owner's assessment account, is payable upon demand and secured by the lien created in Article 4. Unauthorized signs

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placed by builders, traders, homeowners or other parties, placed in or on right-of-ways, thoroughfares, collectors, Common Areas, will be prohibited. If a violation does occur, the Declarant or ACC reserves the right to remove the sign.

Every Owner shall provide address numbers or sign incorporated into the design of the residence and clearly visible from the street. Painting of address numbers on the street curb is prohibited. One security sign may be permitted in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. The ACC may impose size, shape and color restrictions on security signs. No signs shall be erected on the roof of any structure.

The content, placement and appearance of all temporary signs are subject of ACC approval.

(9) Exterior Lighting. ACC approval is required prior to changing or adding exterior lighting. In reviewing lighting requests, the ACC will consider the visibility, style, location and quantity of the lighting fixtures. Landscape lighting fixtures shall be dark-colored so as to be less obtrusive and shall be as small in size as is reasonably practical. Low-voltage lighting is preferable to conventional house-voltage systems because of its safety advantages. All lighting shall be compatible with the architecture of the residence. All in ground up landscape lighting in the front yard (except porches) shall be mercury vapor and produce a "moonlit" effect. Exterior lighting shall not produce glare or direct illumination across a property line of an intensity that creates a nuisance or detracts from the use or enjoyment of adjacent property. All exterior holiday decorations and lighting must be removed with 30 days after the holiday to which they relate.

Lighting for walkways generally should be directed toward the ground.

(10) Air-Conditioning and Other Mechanical Equipment. Ground level air conditioning units shall be installed at street level only. All mechanical equipment, including air-conditioning equipment, shall be located in a side or rear yard only.

(11) Energy Conservation. The use of energy conservation techniques is encouraged when appropriate. Solar technology shall be screened from view from adjacent properties and the public right-of-way and must be approved by the ACC prior to installation. Site planning and landscape design for energy conservation is encouraged.

(12) Latticework. Attached latticework or garden trellis may be installed without approval, provided it is an integral part of the landscaping and complementary to

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the exterior materials of existing structures. Freestanding latticework will be considered as a Gazebo (see above).

(13) Play Structures. Play structures shall be located in the rear yard and set back a minimum of five (5) feet from property lines. Play structures shall be predominately muted earth tone colors and shall not exceed eight (8) feet in height. Playhouses larger than 30 sq. ft. or over six (6) feet in height shall be considered an accessory structure.

(14) Recreational Equipment. Permanent freestanding, pole-mounted basketball goals are not allowed in the front yard. Portable freestanding basketball goals and trampolines are conditionally allowed if placed for play within the side or rear yard and properly stored out of public view when not in use. Placement and use of freestanding goals and trampolines within the street right-of-way or cul-de-sac is prohibited. Basketball goals must have clear plexiglass backboards and black poles. Approval is not required for the installation of recreational equipment in side and rear yards, so long as the equipment is no taller than seven (7) feet.

Owners should exercise consideration toward neighbors. Any recreational equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbing neighbors.

(15) Yard Ornaments. Yard ornaments, including, but not limited to, birdhouses, fountains, sculptures, statues and banners require ACC approval.

(16) Hardscape Materials. All materials and construction should communicate high quality and craftsmanship. Specifications for hardscape materials shall be subject to the approval of the ACC. The ACC may request samples of hardscape materials.

The Owner shall secure ACC approval prior to paving with any paving material, including without limitation concrete, asphalt, brick, flagstone, stepping stones and pre-cast patterned or exposed aggregate concrete pavers, and for any purpose, including without limitations walks, driveways, or patios.

(17) Vegetable Gardens. ACC approval is not required if located in rear or side yard so that both the garden and its accessory operating areas are screened from view of adjacent homes, public areas and the vegetable gardens should not have excessive weeds, and plants should be removed at the end of each growing season. No tall plants such as corn and sunflowers are allowed.

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(18) Sight Triangle Maintenance. Homeowners shall keep Property within traffic triangles free at all times of any object greater than eighteen (18) to twenty four (24) inches in height.

(19) Gazebos and Greenhouses. ACC approval is required prior to the construction of any gazebo or greenhouse. Any gazebo or greenhouse should be an integral part of the landscape plan.

(20) Propane tanks. An Owner may install a propane tank on a Lot, but such propane tank must be shielded from street and neighbor view.

(l) Fireplaces. All Residences shall include a built-in fireplace.

Section 3.5 Construction Materials. All construction materials shall conform to the following provisions:

(a) Building Materials. Per the City Ordinance for the Subdivision, ninety percent (90%) of the total exterior wall area on the first floor of a residence shall be constructed of brick, stone, Portland cement stucco, masonry or other material approved by the Declarant or the city code. Gables, windows, architectural ornamentation, fascia trim, and door openings shall be excluded from this requirement. All materials shall be subject to approval by the ACC in accordance with the provisions in any Design Guidelines as to aesthetic appearance and shall conform to any and all governmental agency ordinances.

The following are prohibited except with the express written consent of the ACC:

- Metal structures such as sheds
- Metal as a building skin other than copper roofing for architectural ornamentation
- Mirrored glass
- Exposed cinder block
- Vinyl siding

(b) Minimum & Maximum Livable Floor Area. The total air-conditioned living area of the main residential structure constructed on each Lot, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be as follows:

Dwelling Unit Size. The living area of residential structures shall comply with the following requirements:

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(1) All Residences on ½ acre Lots located past the Prairie Timber Bridge shall provide a minimum of two thousand five hundred (2,500) square feet of enclosed air-conditioned living area.

(2) All Residences on 1 acre Lots located past the Prairie Timber Bridge shall provide a minimum of three thousand (3,000) square feet of enclosed air-conditioned living area, except that all Residences on Lots located adjacent to the railroad right-of-way shall provide a minimum of two thousand five hundred (2,500) square feet of enclosed air-conditioned living area, being the following identified Lots:

a. Block 4, Lot 14;
b. Block 4, Lot 15;
c. Block 4, Lot 16;
d. Block 4, Lot 17;
e. Block 4, Lot 18;
f. Block 4, Lot 19;
g. Block 4, Lot 20;
h. Block 4, Lot 21;
i. Block 4, Lot 22;
j. Block 4, Lot 23;
k. Block 4, Lot 24;
l. Block 4, Lot 25;
m. Block 4, Lot 26;
n. Block 4, Lot 27;
o. Block 4, Lot 28;
p. Block 4, Lot 29;
q. Block 4, Lot 30;
r. Block 4, Lot 31;
s. Block 4, Lot 32; and
t. Block 4, Lot 33.

(3) All Residences on Lots located before the Prairie Timber Bridge shall provide a minimum of two thousand (2,000) square feet of enclosed air-conditioned living area, except that all Residences on Lots located adjacent to the park shall provide a minimum of two thousand five hundred (2,500) square feet of enclosed air-conditioned living area, being the following identified Lots:

a. Block 3, Lot 11;
b. Block 3, Lot 12;
c. Block 3, Lot 15;
d. Block 3, Lot 16;
e. Block 3, Lot 17; and
f. Block 3, Lot 18.

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Section 3.6 Height Restrictions. All Structures shall conform to the height restrictions of the governmental agency. All two-story Residences shall provide a minimum plate line of nine (9) feet. All single-story Residences shall provide a minimum plate line of ten (10) feet.

Section 3.7 Roof Restrictions. The roofs of all single-story Residences shall have at least a 10/12 pitch on the main structure, other than porch or architectural features, and on garage structures unless otherwise approved by the ACC. The roofs of all two-story Residences shall have at least an 8/12 pitch on the main structure, other than porch or architectural features, and on garage structures unless otherwise approved by the ACC. All roofing materials must be fireproof and conform to governmental agency requirements, and are subject to ACC approval. Asphalt shingles shall be a minimum of thirty (30)-year architectural grade shingle or equivalent is required. The color of shingles shall be weatherwood, black, slate, or similar colorations. All other colors or types of roofing must be approved by the ACC.

Section 3.8 Construction Period and Process. Construction of any Residence shall be pursued with all due diligence and, in any event, shall be completed within twelve (12) months after commencement. Requests for additional construction time must be submitted in writing for review and approval by the ACC. Construction of any other Structure shall be completed within the time periods specified in the plan approval process. All areas under construction shall be maintained in a clean, safe condition, and debris, trash, and rubble shall be stored in appropriate containers and promptly removed from the Property.

(a) Utilities and Utility Easements. Existing utilities and utility easements are located throughout Prairie Timber Estates. Prior to commencing construction, owners are responsible for locating and avoiding existing water, sewer, electrical and other utility lines or building over utility easements. It is the responsibility of the Owner to repair or replace utilities damaged during work on his or her Lot.

(b) Landscaping. All Lots shall be appropriately landscaped, including planting of grass or hydro mulch on the entire front and side yards and other plants in conformity with any Design Guidelines and other improvements on the Property in addition to complying with all governmental agency requirements. Homeowners are required to extend landscaping to the street or sidewalk where it is adjacent to the street. All landscaping shall be maintained in accordance with the requirements of the Declaration. Landscaping should consist of a combination of sodded turf areas, hydro mulched grass, and bed areas containing shrubs and ground cover. Side and front areas shall be irrigated, sodden, or hydro mulched where there are no landscaping beds. Large expanses of mulch or bed areas without substantial shrub or groundcover plantings are unacceptable. Stone or gravel mulch with harsh, unnatural or high

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contrast colors is prohibited. All landscaping and irrigation must be completed and installed no later than thirty (30) days following the completion of construction of a residence on a Lot.

(c) Landscape Maintenance. The following practices are suggested to help minimize maintenance problems.

- Plants should be chosen with regard to the region's climate and their ultimate size, shape and growth rates.
- Plants and irrigation heads shall be located out of the path of pedestrian/bicycle traffic.
- Irrigation systems should be maintained. Such maintenance should include draining and servicing sprinkler systems and conducting operational checks on a weekly basis to ensure proper performance of the system.
- Fertilization, weed and pest controls, etc. should be provided only as required for optimum plant growth.

(d) Lot Grading. Owners shall not grade their property in a manner that interferes with the established drainage pattern over any property, except as approved in writing by the ACC. Owners should work with the natural contours and seek solutions that minimize the impact of grading with respect to major alterations of existing grades.

Berms, slopes and swales may be used to define spaces, screen undesirable views, and reduce noise and high winds but should not exceed three (3) feet of horizontal distance to one (1) foot of vertical height (3.1 slope). This will permit greater ease of mowing and general maintenance. Extensive cut/fill slopes are discouraged. Fill slopes shall not exceed 3:1. Cut slopes may be 3:1 if the soil's natural angle of repose allows.

Terracing which utilizes retaining walls may be used where the space cannot accommodate the maximum slope, provided that retaining walls shall not exceed four (4) feet in height, with a minimum of five (5) feet between adjacent walls. Retaining wall locations are subject to ACC approval.

(e) Drainage. Existing and proposed drainage and grading shall be indicated on the Site Plan. Owners shall not interfere with the established drainage pattern over any property except as approved in writing by the ACC. Homeowners may make drainage modifications to their Lots provided that they do not alter the established drainage pattern. Landscape plans shall conform to the established drainage pattern, shall cause water to drain away from the foundation of the house and shall prevent water from flowing under or ponding near or against the house foundation. Water shall flow fully over walkways, sidewalks or driveways into established

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retainage patterns. Obstruction of surface flows resulting in a backup of water onto any Lot or Tract is strictly prohibited. If deemed necessary, the ACC may require a report from a drainage engineer as part of landscaping or improvement plan approval. As defined above, accepted erosion control measures shall be used during construction to reduce adverse silting impacts downstream.

(f) Right to Waiver or Modify Specific Instruction Provisions. The ACC shall have the right, in its discretion, to grant reasonable waivers of the construction provisions set forth in this Declaration, and any such waiver shall not entitle any other person to a similar waiver.

Section 3.9 Declarant Rights. So long as Declarant owns any Lot, Declarant may exercise any of the rights of the ACC under this Article 3.

ARTICLE 4
MAINTENANCE PROVISIONS

Section 4.1 Owner's Obligations to Maintain. Each Owner shall maintain its Lot and the Residence and other Structures thereon in a clean, first class condition. Each Owner shall regularly mow grass and maintain the landscaping on its Lot in good condition at all times. Each Owner shall maintain the exterior of all Residences and Structures in good condition and shall make such repairs and replacements as necessary to maintain good order and the aesthetic harmony of the Property.

Section 4.2 Damaged Improvements. If any Residence or Structure is damaged in any way, the Owner shall immediately repair such damage or, in the case of substantial damage when the Owner does not wish to rebuild, raze the damaged Structure or Residence and remove the same and leave the surface of the Lot in good order.

Section 4.3 Declarant/Association Right to Perform. If any Owner fails to maintain the condition of its Lot, the landscaping thereon, including the prompt removal of deceased trees and shrubs, or the Residence or other Structures thereon as contemplated by this Article 4 and fails to take action to correct such defect within ten (10) days after the Declarant or the Association has furnished written notice thereof to such Owner, then the Owner of such Lot hereby grants permission to the Declarant or Association (or its duly authorized agents) to enter upon such Lot and perform those duties which the Owner failed to perform without liability whatsoever to such Owner or any Person for trespass, conversion, or any claim for damages. The cost of performing such duties shall be added to the Owner's assessment account and shall bear interest at the rate of eighteen percent (18%) per annum (but not in excess of the lawful maximum rate), be payable upon demand, and shall be secured by lien.

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Section 4.4 Easement Maintenance. Each Owner grants to the Association, the Board, and the Declarant, the right to access, repair and maintain all facilities and improvements within any wall, entry fence, landscape or other similar easement as recorded on any Plat. By acquisition of a Lot, each Owner hereby grants, creates and conveys unto the Association, the other adjacent Owners and the Declarant a perpetual Drainage Easement (herein so called) over, through, under and across the Owner's Lot for the purpose of permitting runoff and/or storm water to drain from other adjacent Lots over, through, under and across the Owner's Lot(s). Without limiting the foregoing, in order to facilitate drainage from the Property subject to the Declaration over, through, under and across the Owner's Lot, each Owner hereby agrees that the Declarant or the Association, as the case may be, shall have the right to enter onto the Owner's Lot at any time to (i) prevent possible interference with the Drainage Easement and to remove possible hazards from the Drainage Easement area, (ii) prevent the construction or placement of any building, structure or other obstruction within the Drainage Easement area which may endanger or interfere with the efficient and convenient use of the Drainage Easement, (iii) grade, improve, construct, reconstruct, repair and perpetually maintain swales within the Drainage Easement area, and (iv) or regrade portions of the Drainage Easement area necessary or appropriate to permit drainage as generally described herein or as approved or required by appropriate governmental authorities. Notwithstanding any of the foregoing rights of the Association or the Developer, each Owner hereby agrees to maintain the Drainage Easement area at such Owner's sole cost and expense. If any structures or other obstructions are constructed, created or placed by any Owner within the Drainage Easement area without the prior written consent of the Board or the Declarant, the Declarant or the Association shall have the right to remove such structure or obstruction at the sole cost of such Owner. The cost to remove the structure or the obstruction shall be charged to the Owner's assessment account, be payable on demand, and shall be secured by lien.

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IN WITNESS WHEREOF, THE UNDERSIGNED DOES HEREBY EXECUTE THIS AMENDMENT ON BEHALF OF THE ASSOCIATION, EFFECTIVE THE 22nd DAY OF OCTOBER, 2015.

Prairie Timber Estates Homeowners Association, Inc.,
a Texas nonprofit corporation

BY: _____
David Shipman, Jr.
President of the Association

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

Amy E Hayden
My Commission Expires
08/22/2020
ID No. 130788129

Before me, the undersigned, a Notary Public in and for said State, on this day personally appeared **David Shipman, Jr., President of the Prairie Timber Estates Homeowners Association, Inc.,** known to me to be the person and director whose name is subscribed to the foregoing instrument and acknowledges to me that the same was the act of said Association for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 29th day of March, 2018.

_____
Notary Public State of Texas

After Recording Return to:

Brittani W. Rollen
McDonald Sanders, P.C.
777 Main Street, Suite 1300
Fort Worth, Texas 76102

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