D221239609 08/19/2021 08:17 AM Page: 1 of 66 Fee: $279.00 Submitter: Four Tier Software LLC
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GC-596222Dfw

BYLAWS
OF
WOODLAND SPRINGS HOMEOWNERS ASOCIATION, INC.
(a Texas nonprofit corporation)

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ARTICLE 1
GENERAL

Section 1.01. PURPOSE OF BYLAWS. These Bylaws ("**Bylaws**") provide for the governance of WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, Secretary of State Filing Number 0803935003 (the "**Association**"), a Property Owners Association, as that term is defined in Section 209.002(7) of the Texas Residential Property Owners Protection Act, whose Members consist of the Owners of Lots in WOODLAND SPRINGS, a subdivision located in Tarrant County, Texas ("**Subdivision**"), covered by the Declaration of Covenants, Conditions, and Restrictions for Woodland Springs (to which these Bylaws are attached or which Declaration is filed separately but contemporaneously with these Bylaws in the Official Public Records of Tarrant County, Texas (the "**Declaration**"), pertaining to the following property:

Lots 1 – 11, 13 – 29, and Lots 1X & 12X (Private Open Spaces), Block 1;
Lots 1 – 33, Block 2;
Lots 1 – 15, Block 3;
Lots 1 – 8, Block 4;
Lots 1 – 11, and Lot 25X (Private Open Space), Block 6; and
Lots 1 – 4, Lot 1X (Private Open Space & Drainage Easement), and Lot 4X (Private Open Space), Block 7
of **HULEN TRACT** (referred to by Declarant as "WOODLAND SPRINGS") an addition to the City of Fort Worth, containing 23.456 acres or 1,021,743 square feet of land more or less, according to the Plat filed July 30, 2021, as Instrument Number D221219976 of the Official Public Records, Tarrant County, Texas, and any additional property annexed into the Property or otherwise covered by this Declaration.

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For convenience, several of the provisions of the Declaration will be repeated or summarized within these Bylaws. The remaining terms and provisions of these Bylaws are intended to complement and supplement the Declaration. In the event of any conflict or ambiguity between the Declaration and these Bylaws and unless otherwise required by law, the terms and conditions of the Declaration will control and govern with respect to the property described therein.

Section 1.02. DEFINITIONS. Words and phrases defined in the Declaration will have the same meanings when used in these Bylaws, unless defined otherwise herein. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases defined in Section 209.002 of the Texas Residential Property Owners Protection Act will have the same meaning when used in these Bylaws. The following words and phrases will have specified meanings when used in these Bylaws:

a. "**Board of Directors**" or "**Board**" means the Board of Directors of Woodland Springs Homeowners Association, Inc., the group of persons vested with the management of the affairs of the Association.

b. "**Board Meeting**" means a deliberation among a quorum of the voting Board, or between a quorum of the voting Board and another person, during which Association business is considered and the Board takes formal action; and does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance of the Board at a regional, state, or national convention, ceremonial event, or press conference if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or conference.

c. "**Declarant Control Period**" means the Development period (as defined in 209.002(4-a) of the Texas Residential Property Owners Protection Act) for the Subdivision, and as more particularly defined by Section 1.12 of the Declaration.

d. "**Director**" means a member of the Board of Directors of the Association.

e. "**Fiscal Year**" means each twelve (12) month period commencing on the first day of January and ending on the last day of the following December, unless the Board otherwise selects an alternative twelve-month period.

f. "**Majority**" means more than 50 percent.

g. "**Member**" means a Member of the Association, including Declarant and each Lot Owner in the Subdivision, unless the context indicates that a Member means a member of the Board of Directors or a member of a committee of the Association.

h. "**Officer**" means an Officer of the Association. "**President**," "**Vice President**," "**Secretary**," and "**Treasurer**" mean, respectively, the President, Vice President, Secretary, and Treasurer of the Association.

i. "**Ordinary care**" means the care that an ordinarily prudent person in a similar position would exercise under similar circumstances.

j. "**Owner**" means the Declarant or other holder of record, whether one or more persons or entities, of fee simple title to any Lot that is a part of the Subdivision, but excluding those having such interest merely as security for the performance of an obligation (*i.e.* holders of mortgages and home equity loans).

Other definitions contained in the Declaration are incorporated herein by reference, as if fully set forth.

Section 1.03. NONPROFIT PURPOSE. The Association is not organized for profit and is governed by Chapter 22 of the Texas Business Organizations Code.

Section 1.04. COMPENSATION. A Director, Officer, or Member will not be entitled to receive any pecuniary profit for the operation of the Association, and no dividend or assets of the Association will be distributed to, or inure to the benefit of, a Director, Officer, or Member; provided, however:

a. that reasonable compensation may be paid to a Director, Officer, or Member, for services rendered to the Association;

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b. that a Director, Officer, or Member may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board.

Section 1.05. GENERAL POWERS AND DUTIES OF THE ASSOCIATION. The Association, acting through the Directors, will have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision as may be required or permitted by the Governing Documents and state law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

ARTICLE 2
MEMBERSHIP

Section 2.01. MEMBERSHIP. Every person or entity who is a record Owner of any Lot that is subject to Assessments provided in the Declaration and the Declarant are Members of the Association. All present or future Members are subject to the Certificate of Formation, the Declaration, these Bylaws, and other Governing Documents. Membership in the Association will signify that each Owner appoints the Board of Directors of the Association to manage or regulate the Subdivision in accordance with the provisions set forth in the Governing Documents, and that such provisions are accepted, ratified, and will be strictly followed. Further, Membership in the Association will signify that the Owner has designated the Association as its representative to initiate, defend, or intervene in litigation or an administrative proceeding affecting the enforcement of the Declaration or the protection, preservation, or operation of the Subdivision.

Section 2.02. CLASSES OF MEMBERSHIP. The Association initially has two classes of Membership:

a. Class A Members are the Owners with the exception of the Class B Member; and

b. Class B Member is the Declarant, its successors and assigns. The Class B Membership will cease and be converted to Class A Membership 15 days after the first of the following events occurs: (i) the expiration of twenty (20) years after the date of the recording of the Declaration, (ii) the date upon which all of the Lots intended by Declarant to be a part of the Subdivision have been conveyed by Declarant to Owners other than Declarant; or (iii) the surrender by Declarant of the authority to appoint and remove Directors and Officers by an express amendment to the Declaration executed and recorded by Declarant.

ARTICLE 3
GOVERNING BODY

Section 3.01. BOARD OF DIRECTORS. The Board of Directors governs the affairs of the Association. During the Declarant Control Period, the Board will consist of three (3) Directors as named in the Certificate of Formation, or their successors, who need not be Members. Beginning with the first meeting of the Members of the Association after the expiration of the Declarant Control Period and continuing thereafter, the Board will be expanded to consist of five (5) Directors, all of whom will be elected by the Class A Members as provided herein. Directors will be elected or appointed at the annual meetings of the Members. The number of Directors may be changed by amendment of these Bylaws, but

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will not be less than three (3); however, a decrease in the number of Directors may not shorten the term of an incumbent Director. Notwithstanding anything contained in these Bylaws, during the Declarant Control Period, the Class B Member is entitled to appoint and remove the members of the Board of Directors and the Officers of the Association. However, at least one-third (1/3) of the members of the Board will be elected by the Members other than the Declarant not later than the one hundred twentieth (120th) day after the date seventy-five percent (75%) of the Lots that may be created and made subject to the Declaration are conveyed to Class A Members.

Section 3.02 QUALIFICATION AND TERM. After the Declarant Control Period expires and the Class B membership ceases to exist, all Directors must be Members of the Association. New Directors will be elected at the first annual meeting of the Members after the expiration of the Declarant Control Period. Directors will serve two (2) year terms of office (except that the terms of office of the persons initially elected by Members to fill Director positions may be staggered according to procedures established by the Board). A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

Section 3.03. NOMINATION OF DIRECTORS. Prior to each annual meeting of the Members of the Association and with respect to those Director positions for which Members alone may elect, the Board will prescribe:

a. the opening date and the closing date of a reasonable filing period in which each and every Member who has a bona fide interest in serving as a Director may file as a candidate for such position;

b. that each and every Member who has properly filed as a candidate will be included on the ballot;

c. that where three (3) or more candidates are vying for one position, election may occur by a plurality (rather than a simple majority) of the votes cast; and

d. such other rules and regulations that may then be appropriate to conduct the nomination and election of Directors in a fair, efficient, and cost-effective manner, and allowing each candidate a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes

Section 3.04. CO-OWNERS. Co-Owners of a single Lot may not serve on the Board at the same time. Co-Owners of more than one Lot may serve on the Board at the same time, provided the number of Co-Owners serving at one time does not exceed the number of Lots they co-own.

Section 3.05. ELECTION. After the Declarant Control Period expires and the Class B membership ceases to exist, Directors will be elected by the Members by written ballot. The election of Directors will be conducted at the annual meeting of the Members, at any special meeting called for that purpose, or by mail, email, or facsimile transmission, or a combination of mail, email, and facsimile transmission. The position of any Board Member whose term has expired must be filled by election by the Members.

Section 3.06. VACANCIES. A Board Member may be appointed by a Majority of the remaining Board Members only to fill a vacancy caused by resignation, death, or disability. Each Director so

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appointed will serve out the remaining term of his predecessor. This Section does not apply to the appointment of a Board Member during the Declarant Control Period.

Section 3.07. REMOVAL OF DIRECTORS. At any annual or special meeting of the Members, any one or more of the Directors may be removed with or without cause by Members representing a Majority of the votes present in person or by proxy at such meeting, and a successor will then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members will be given an opportunity to be heard at the meeting. However, if the Board is presented with written, documentary evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a crime of moral turpitude, the Member is immediately ineligible to serve on the Board, and is automatically considered removed from the Board, and is prohibited from future service on the Board.

Section 3.08. MEETINGS OF THE BOARD.

a. Organizational Board Meeting. Within thirty (30) days after the Declaration is filed of record, the Board of Directors named in the Certificate of Formation will hold an organizational Board Meeting, at the call of a Majority of the Directors, for the purpose of adopting these Bylaws, electing Officers, and for other purposes determined by the Board at the meeting. The Directors calling the meeting will send notice of the time and place of the meeting to each Director named in the Certificate of Formation not later than the third day before the date of the meeting

b. Regular Meeting. Regular meetings of the Board will be held at least two (2) times during each Fiscal Year at such time and place as determined from time to time by a Majority of the Directors, provided that the first regular meeting of the Fiscal Year will be held no more than thirty (30) days after the annual meeting of the Members.

c. Special Meetings. Special meetings of the Board may be called by the President, or by any two (2) Directors.

Section 3.09. OPEN MEETINGS OF THE BOARD. Regular and special Board Meetings must be open to Owners, subject to the right of the Board to adjourn a Board Meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session. This Section applies to a Board Meeting during the Declarant Control Period only if the meeting is conducted for the purpose of (i) adopting or amending the Governing Documents of the Association; (ii) increasing the amount of regular Assessments of the Association or adopting or increasing a special Assessment; (iii) electing non-developer appointed Board members of the Association; or establishing a process by which those members are elected; or (iv) changing the voting rights of Members of the Association.

Section 3.10. NOTICE OF BOARD MEETINGS.

a. To Board members. Notice of regular and special Board Meetings, which notice will state the place, time, and purpose of such meeting, will be provided to each Director

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either in person, by telephone, by email, or by other written communication at least 72 hours before the start of the regular or special Board Meeting. Attendance of a Director at a meeting constitutes a waiver of notice, unless the Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

b. To Members. Members will be given notice of the date, hour, place, and general subject of a regular or special Board Meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice must be either (i) mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (ii) provided at least seventy-two (72) hours before the start of the meeting by (a) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located in the Common Property or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision; or (b) posting the notice on any Internet website maintained by the Association or other Internet media; and (c) sending the notice via e-mail to each Owner who has registered an e-mail address with the Association. It is an Owner's duty to keep an updated e-mail address registered with the Association.

Section 3.11. CONDUCT OF MEETINGS. The President will preside over all meetings of the Board. The Secretary will keep a record of each regular or special Board Meeting in the form of written minutes of the meeting and will record in a minute book the votes of the Directors. When not in conflict with law or the Governing Documents, the then current edition of ROBERT'S RULES OF ORDER will govern the conduct of the meetings of the Board.

Section 3.12. VOTING. Each Director is entitled to one (1) vote.

Section 3.13. QUORUM. At all Board Meetings, a Majority of the Directors will constitute a quorum for the transaction of business, and the vote of a Majority of the Directors present (or represented by proxy) at a meeting at which a quorum is present will constitute the decision of the Board. If less than a quorum is present at any Board Meeting, the Majority of those present may adjourn the meeting from time to time. The Board will give notice of the time and place of a rescheduled meeting in at least one manner prescribed by these Bylaws. Any business that might have been transacted at the meeting as originally called may be transacted during the rescheduled meeting. Directors present at the meeting by proxy may not be counted toward a quorum.

Section 3.14. PROXY. A Director may vote in person or by proxy executed in writing by the Director. A proxy expires as stated in the proxy but no more than three (3) months after the date the proxy is executed.

Section 3.15. PLACE OF MEETINGS. Except for a meeting held by electronic or telephonic means, Board Meetings will be held at the principal office of the Association as shown on the Management Certificate or at such other suitable place, but not more than five (5) miles from the Subdivision, as may be designated by the Board.

Section 3.16. ALTERNATIVE METHOD OF MEETING. The Board of Directors may hold meetings by using a conference telephone (or similar communications equipment) or other suitable electronic communications system (including video-conferencing technology or the Internet) or any combination thereof, so long as the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. However, if the Board meets by an alternative method of communication without providing prior written notice of such meeting to

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Owners, it may only do so for the limited purpose of considering or voting on (i) routine and administrative matters; or (ii) a reasonably unforeseen emergency or urgent necessity that requires immediate action by the Board.

The Board is expressly prohibited from considering or voting on, without providing prior written notice of a Board Meeting to Owners, the following matters:

a. fines;

b. damage Assessments;

c. initiation of foreclosure actions;

d. initiation of enforcement actions against an Owner, unless the enforcement matter involves a violation constituting a threat to health or safety or the initiation of a legal proceeding seeking a temporary restraining order;

e. increases in Assessments;

f. levying of special Assessments;

g. appeals from a denial of ACC approval; or

h. a suspension of a right of a particular Owner before the Owner has had an opportunity to attend a Board Meeting to present the Owner's position, including any defense on the issue.

Section 3.17. RECESS. If the Board recesses a regular or special Board Meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the requisites of this Article. If a regular or special Board Meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board will give notice of the continuation in at least one manner prescribed by these Bylaws.

Section 3.18. ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting if all of the Directors individually or collectively consent in writing to such action. The written consent will be filed with the minutes of the Board. Action by written consent will have the same force and effect as a unanimous vote.

Section 3.19. LIABILITIES AND STANDARD OF CARE. A Director will discharge the Director's duties, including duties as a committee member, in good faith, with Ordinary care, and in a manner the Director reasonably believes to be in the best interest of the Association. A Director is not liable to the Association, a Member, or another person for an action taken or not taken as a Director if the Director acted in compliance with this Section. A person seeking to establish liability of a Director must prove that the Director did not act in good faith, with Ordinary care, in a manner the Director reasonably believed to be in the best interest of the Association. A Director is not considered to have the duties of a trustee of a trust with respect to the Association or with respect to property held or administered by the Association. A Director may in good faith, and with Ordinary care, rely on information, opinions, reports, or statements (including financial statements and other financial data) prepared or presented by: (i) Officers or employees of the Association; (ii) legal counsel; (iii) a certified public accountant; (iv) an investment banker; (v) a management or non-management committee of the Association of which the Director is not

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a member; and/or (vi) any other person the Director reasonably believes to possess professional expertise in the matter.

Section 3.20. POWERS AND DUTIES OF THE BOARD. The Board will have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Subdivision. The Board may do all such acts and things except those that by law or the Governing Documents are reserved to the Members and may not be delegated to the Board. The act of a Majority of the Directors present in person or by proxy at a meeting at which a quorum is present is the act of the Board of Directors. Without prejudice to the general and specific powers and duties set forth in laws, the Declaration, other Governing Documents, or such powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board will include, but will not be limited to, the following:

a. Rules and Regulations. The Board by resolution may from time to time adopt and publish Rules and Regulations governing use of the Common Property and the personal conduct of the Members and their guests and may suspend the right to use of the Common Property, after notice and hearing, pursuant to Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act.

b. Guests. The Board may limit the number of guests of Owners with respect to the use of the Common Property.

c. Delinquent Accounts. The Board may establish, levy, and collect reasonable late charges for Members' delinquent accounts. The Board may also establish a rate of interest to be charged on Members' delinquent accounts, provided the rate of interest does not exceed eighteen percent (18%) or the maximum rate permitted by state law, whichever is the lesser.

d. Fidelity Bonds. The Board will require that all Officers, agents, and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds. The premiums on such bonds may be an expense of the Association.

e. Employees. The Board may employ independent contractors or employees as deemed necessary and may prescribe their duties.

f. Appointment of Committees. The Board, by resolution, may from time to time designate standing or *ad hoc* committees to advise or assist the Board with its responsibilities. The resolution will establish the purposes and powers of each committee created, provide for the appointment of its Members, as well as chairman, and will provide for reports, termination, and other administrative matters deemed appropriate by the Board. Committees may be appointed from among the Members or professionals in the area of expertise for which the committee is formed.

g. Fines. In addition to, or in lieu of other remedies as provided by law, the Board may levy fines for each day or occurrence that a violation of the Governing Documents persists, after notice and hearing, and provided the amount of the fine does not exceed the amount necessary to ensure compliance with the Governing Documents.

h. Contracts for Services. The Board may enter into contracts for services on behalf of the Association, and, when appropriate, will solicit competitive bids based on a standard statement of work prepared or approved by the Board.

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i. Professional Association Management Services. The Board may employ a Managing Agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

j. Management Certificates. The Board will execute and record Management Certificates in accordance with Section 209.004 of the Texas Residential Property Owners Protection Act.

k. Payment Plan Guidelines. The Board will adopt and record a Payment Plan Guidelines Policy that will establish an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent regular or special Assessments or any other amount owed to the Subdivision in accordance with Section 209.0062 of the Texas Residential Property Owners Protection Act.

l. Records Production and Copying Policy. The Board will adopt and record a Records Production and Copying Policy in accordance with Section 209.005 of the Texas Residential Property Owners Protection Act.

m. Document Retention Policy. The Board will adopt, comply with, and record a Document Retention Policy in accordance with Section 209.005(m) of the Texas Residential Property Owners Protection Act.

n. Production of Subdivision Information and Resale Certificates. The Board will produce Subdivision Information and Resale Certificates in accordance with Section 207.003 of the Texas Property Code.

o. Financial Records and Annual Reports. The Board will maintain current and accurate financial records with complete entries as to each financial transaction of the Association, including income and expenditures, in accordance with generally accepted accounting principles. The Board will annually prepare or approve a financial report for the Association for the preceding Fiscal Year. The report must conform to accounting standards as adopted by the American Institute of Certified Public Accountants and must include: a statement of support, revenue and expenses, statement of changes in fund balances, a statement of functional expenses, and a balance sheet for each fund.

p. Annual Budget. The Board will prepare and adopt an annual budget in which there will be established the regular Assessment rate charge for the upcoming Fiscal Year.

q. Tax Forms. The Board will file all requisite forms, documents, and information with Taxing authorities

r. Bank Accounts. The Board will open bank accounts and/or banking-type accounts on behalf of the Association and designating the signatories required.

s. Insurance. The Board will obtain and carry insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.

t. Legal Action. The Board may enforce by legal means the provisions of the Declaration, these Bylaws, and the Rules and Regulations adopted by it, and bring any

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proceedings that may be instituted on behalf of or against Members concerning the Association.

u. Management Agent. The Board may employ for the Association a professional management agent(s) or executive manager (each and all of whom will be sometimes referred to herein as the "**Managing Agent**") at a compensation established by the board to perform such duties and services as the Board will authorize. The Board may delegate to the Managing Agent some of the powers granted to the Board for the routine operation of the Association. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent. No management contract may have a term in excess of three (3) years and, where the Declarant or an affiliate of the Declarant is the Managing Agent, must permit termination by either party without cause and without any materially adverse termination fee upon at least ninety (90) days advance written notice of such termination.

v. Borrowing. The Board will have the power to borrow money, without the specific approval of the Members of the association, for the purpose(s) of:

i. operations, capital improvements, repair, replacement or restoration of Common Property where such proposed borrowing has been theretofore reflected in an annual budget of the Association; and

ii. modifying, improving or adding amenities, where the total amount of such borrowing would exceed twenty-five percent (25%) of the budgeted gross expenses of the Association for that Fiscal Year, provided that any such borrowing proposal will have the affirmative approval of at least three-fourths (3/4) of the Directors.

w. Notice. The Board will provide any notice that is required before an enforcement action in accordance with Section 209.006 of the Texas Residential Property Owners Protection Act and the Declaration.

x. Hearings. Section 209.007 of the Texas Residential Property Owners Protection Act and the Declaration will govern all hearings before the Board.

Section 3.21. Dissent To Action. A Director who is present at a Board Meeting at which action is taken on an Association matter is presumed to have assented to the action unless the Director's dissent has been entered in the minutes of the meeting, the Director has filed a written dissent to the action with the person acting as the secretary of the meeting before the meeting is adjourned, or the Director has sent a written dissent by registered mail to the Secretary of the Association immediately after the meeting has been adjourned. The right to dissent under this Section does not apply to a Director who voted in favor of the action.

ARTICLE 4
OFFICERS

Section 4.01 DESIGNATION. The principal Officers of the Association will be the President, the Vice President, the Secretary, and the Treasurer. The Board may appoint such other Officers and assistant Officers as it deems necessary. The President and Vice President will be Directors. Other Officers may, but need not, be Directors. Any two offices may be held by the same person, except the offices of President and Secretary. If an Officer is absent or unable to act, the Board may appoint a Director to perform the duties of that Officer and to act in place of that Officer, on an interim basis.

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Section 4.02 ELECTION OF OFFICERS. During the Declarant Control Period, the Officers will be appointed by the Declarant. Thereafter, the Officers will be elected annually by the Directors at the first regular Board Meeting of each Fiscal Year. Except for resignation or removal, Officers will hold office until their respective successors have been designated by the Board.

Section 4.03 REMOVAL AND RESIGNATION OF OFFICERS. Any Officer may be removed by the Declarant during the Declarant Control Period. Thereafter, a Majority of Directors may remove any Officer, with or without cause, at any regular Board Meeting or at any special Board Meeting called for that purpose. A successor may be elected at any regular or special Board Meeting called for that purpose. An Officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an Officer who is also a Director does not constitute resignation or removal from the Board.

Section 4.04 STANDARD OF CARE. An Officer is not liable to the Association or any other person for an action taken or omission made by the Officer in the person's capacity as an Officer unless the Officer's conduct was not exercised in good faith, with Ordinary care, and in a manner the Officer reasonably believes to be in the best interest of the Association. This Section will not affect the liability of the Association for an act or omission of the Officer.

Section 4.05. DESCRIPTION OF PRINCIPAL OFFICES.

a. President. As the chief executive Officer of the Association, the President will be a Director and will: (i) preside at all meetings of the Association and of the Board; (ii) have all the general powers and duties that are usually vested in the office of President of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) see that all orders and resolutions of the Board are carried into effect.

b. Vice President. The Vice President will be a Director and, in the absence of the President or in the event of the President's inability or refusal to act, will perform the duties of the President. The Vice President will perform such duties as are assigned by the President and Board.

c. Secretary. The Secretary will: (i) keep the minutes of all meetings of the Board and of the Association; (ii) have charge of such books, papers, and records as the Board may direct; (iii) maintain a record of the names, addresses, and email addresses of the Members; (v) prepare and give all notices in accordance with the Texas Business Organizations Code and the Governing Documents; (vi) act as the custodian of records of the Association; (vi) review all mail on behalf of the Association; and (vii) in general, perform all duties incident to the office of Secretary.

d. Treasurer. The Treasurer will perform or supervise the performance of the following responsibilities: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the Managing Agent on a monthly basis in the

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event such Managing Agent is responsible for collecting and disbursing Association funds; and (vi) perform all the duties incident to the office of Treasurer.

Section 4.06 AUTHORIZED AGENTS. Except when the Governing Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute agreements, contracts, deeds, leases, checks, and other instruments on behalf of the Association, by written resolution. In the absence of Board designation, the President and the Vice President are authorized to execute such instruments on behalf of the Association.

ARTICLE 5
MEETINGS OF THE MEMBERS OF THE ASSOCIATION

Section 5.01. ANNUAL MEETING. Annual meetings of the Members will be held on or before March 15 on each year. At the annual meeting the Members will elect Directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them. Notwithstanding any other provision in these Bylaws, the Board will call an annual meeting of the Members of the Association.

Section 5.02. MANDATORY ELECTION REQUIRED AFTER FAILURE TO CALL ANNUAL MEETING. If the Board does not call an annual meeting of the Members, an Owner may demand that a meeting of the Members of the Association be called not later than the thirtieth (30th) day after the date of the Owner's demand. The Owner's demand must be made in writing and sent by certified mail, return receipt requested, to the registered agent of the Association and to the Association at the address for the Association according to the most recently filed Management Certificate. A copy of the notice must be sent to each Owner who is a Member of the Association. If the Board does not call a meeting of the Members of the Association on or before the thirtieth (30th) day after the date of a demand, three or more Owners may form an election committee. The election committee will file written notice of the committee's formation with the Tarrant County Clerk. A notice filed by an election committee must contain: (i) a statement that an election committee has been formed to call a meeting of Owners who are Members of the Association for the sole purpose of electing Board members; (ii) the name and residential address of each election committee member; and (iii) the name of the Subdivision over which the Association has jurisdiction under the Governing Documents. Each election committee member must sign and acknowledge the notice before a notary or other official authorized to take acknowledgments. The county clerk will enter on the notice the date the notice is filed and record the notice in the county's real property records. Only one election committee in the Subdivision may operate under this Section at one time. If more than one election committee in the Subdivision files a notice, the first election committee that files a notice, after having complied with all other requirements of this Section, is the election committee with the power to act under this Section. An election committee that does not hold or conduct a successful election within four (4) months after the date the notice is filed with the county clerk is dissolved by operation of law. An election held or conducted by a dissolved election committee is ineffective for any purpose under this Section. The election committee may call meetings of the Owners who are Members of the Association for the sole purpose of electing Board members. Notice, quorum, and voting provisions contained in these Bylaws apply to any meeting called by the election committee.

Section 5.03. SPECIAL MEETINGS. A special meeting of the Members may be called by either: (i) the President; (ii) a Majority of the Board; or (iii) Members having not less than one-tenth (1/10) of the votes entitled to be cast at a meeting of the Members. Such meeting will be held within thirty (30) days after the Board resolution or receipt of the petition.

Section 5.04. PLACE OF MEETINGS. Meetings of the Association will be held at the principal office of the Association as designated on the Management Certificate or at such other suitable place convenient

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to the Members, but not more than five (5) miles from the Subdivision, as may be designated by the Board.

Section 5.05. NOTICE OF MEETINGS. Members will be given notice of the date, time, and location (if the meeting is not held solely by using a conference telephone or other communications system) of a meeting of the Members. If the meeting is to be held by using a conference telephone or other communications system, the notice will also include the form of communications system to be used for the meeting and the means of accessing it. In addition, if the meeting is a special meeting of the Members, then the notice must also state the purpose(s) for which such special meeting is being called. No business, except the purpose stated in the notice of the meeting, will be transacted at a special meeting. The notice of a meeting of the Members must be delivered to each Member entitled to vote at the meeting no earlier than sixty (60) days, nor later than ten (10) days, before the date of the meeting of the Members. A notice of a meeting of the Members may be delivered to Members by personal delivery, mail, facsimile, or email.

Section 5.06. RECORD DATES.

a. Determining Notice Eligibility. The Board will fix a date as the record date for determining the Members entitled to notice of a meeting of the Members of the Association. The record date may not be more than sixty (60) days before the date of a meeting of the Members at which Members will vote.

b. Determining Voting Eligibility. The Board will fix a date as the record date for determining the Members entitled to vote at a meeting of the Members of the Association. The record date may not be more than sixty (60) days before the date of a meeting of the Members at which Members will vote.

c. Determining Rights Eligibility. The Board will fix a date as the record date for determining the Members entitled to exercise any rights other than those described in the preceding two paragraphs. The record date may not be more than sixty (60) days before the date of the action for which eligibility is required, such as a nomination to the Board.

d. Adjournments. A determination of Members entitled to notice of or to vote at a meeting of the Members of the Association is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining Members entitled to notice of the original meeting.

Section 5.07. VOTING MEMBERS LIST. The Board will prepare and make available a list of the Association's voting Members in accordance with Texas Business Organizations Code Section 22.158. After setting a record date for the notice of a meeting of the Members, the Association will prepare an alphabetical list of the names of all its voting Members. The list must identify the Members who are entitled to notice, the address of each voting Member, and the number of votes each voting Member is entitled to cast at the meeting. Not later than the second (2nd) business day after the date notice is given of a meeting for which a list was prepared in accordance with this Section, and continuing through the meeting, the list of voting Members must be available at the office of the Association's Managing Agent, according to the most recent Management Certificate recorded, as identified in the notice of the meeting, for inspection by Members entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting. A voting Member or voting Member's agent or attorney is entitled on written demand to inspect, and at the member's expense and subject to Section 209.005 of the Texas

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Residential Property Owners Protection Act, copy the list at a reasonable time during the period the list is available for inspection. The Association will make the list of voting Members available at the meeting. A voting Member or voting Member's agent or attorney is entitled to inspect the list at any time during the meeting or an adjournment of the meeting.

Section 5.08. QUORUM. At any meeting of the Members of the Association, the presence in person or by proxy of Members entitled to cast at least twenty percent (20%) of the votes that may be cast for election of the Board will constitute a quorum. If any meeting of the Members of the Association cannot be held because a quorum is not present, a Majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, and the Association will give notice of the time and place of the rescheduled meeting to the Members in at least one manner prescribed by these Bylaws. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken will be approved by at least a Majority of the Members required to constitute a quorum.

Section 5.09. VOTES. Class A Members of the Association will be entitled to one (1) vote for each Lot owned in the Subdivision. The Class B Member will be entitled to nine (9) votes for each Lot owned in the Subdivision; provided, however, in no event will the Class B Member have less than the total number of Class A votes plus one (1). The vote of Members representing at least a Majority of the votes cast at any meeting at which a quorum is present will be binding upon all Members for all purposes, except when a higher percentage is required by the Declaration or these Bylaws. There will be no cumulative voting. The voting rights of an Owner may be cast or given in person or by proxy at a meeting of the Members; or by absentee ballot or electronic ballot in accordance with this Article.

Section 5.10. PROXIES. A voting proxy must be in writing, executed by the delegating Member or the delegating Member's "attorney-in-fact," and filed with the Secretary before the appointed time of each meeting. Unless a proxy document states that it is irrevocable, a proxy may be revoked by the delegating Member at any time before it is voted. In addition, unless a proxy document states that it will remain in effect for a period of time in excess of eleven (11) months, it automatically expires eleven (11) months after the date of its execution.

Section 5.11. BALLOTS. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. In an Association-wide election, written and signed ballots are not required for uncontested races. Electronic votes cast as provided below constitute written and signed ballots.

An absentee or electronic ballot may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot, but may not be counted for the purpose of establishing a quorum, even if properly delivered, if the Owner attends the meeting to vote in person. Any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. An absentee or electronic ballot may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. A solicitation for votes by absentee ballot must include the following:

i. an absentee ballot that contains each proposed action to be voted on at the meeting of the Members and provides an Owner an opportunity to vote for or against each proposed action; and

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ii. instructions for delivery of the completed absentee ballot, including the delivery location.

In addition, the solicitation for votes by absentee ballot must include the following advisory:

> By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.

For the purposes of this Section, "electronic ballot" means a ballot that is cast by an Owner by e-mail, facsimile, or posting on an Internet website for which the identity of the Owner submitting the ballot can be confirmed and for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If the Association intends to allow Owners to cast an electronic ballot posted on the Association's website (if any), a notice of the posting must be sent to each Owner that contains instructions on obtaining access to the posting on the website.

Section 5.12. CO-OWNED LOTS. If a Lot is owned by more than one Member and only one Member is present at a meeting of the Members of the Association, that person may cast the vote allocated to that Lot. If more than one of the multiple Owners is present, the vote allocated to that Lot may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to the Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

Section 5.13. ENTITY-OWNER LOTS. If a Lot is owned by a corporation or a limited liability company, the vote appurtenant to that Lot may be cast by an officer of the corporation or limited liability company in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or limited liability company. The vote of a partnership may be cast by any partner owning an interest in the partnership in the absence of express notice of the designation of a specific person by the partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation, limited liability company, or partnership is qualified to vote.

Section 5.14. CONDUCT OF MEETINGS. The President (or in the absence of the President, the Vice President) will preside over meetings of the Members of the Association. The Secretary will keep, or cause to be kept, the minutes in which will be recorded all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of ROBERT'S RULES OF ORDER will govern the conduct of all meetings of the Members when not in conflict with the Governing Documents. Votes will be tallied by tellers appointed by the person presiding over the meeting.

ARTICLE 6
COMMITTEES

Section 6.01. GENERAL. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a Majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees will perform such duties and have such powers as may be provided in the resolution. Each committee will operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board. The Board will appoint the

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chairperson for each committee that will preside at its meetings and who will be responsible for transmitting any and all communications to the Board. Any committee designated to have and exercise the authority of the Board of Directors in the management of the Association must consist of at least two (2) committee members, the Majority of whom must be current Board members.

Section 6.02. ARCHITECTURAL CONTROL COMMITTEE. During the Declarant Control Period the Board will serve as the Architectural Control Committee, or it may designate one or more of its individual members to perform the functions of the Architectural Control Committee. After the Declarant Control Period, the Board will appoint an Architectural Control Committee consisting of either three (3) or five (5) individuals to act in accordance with the provisions of the Declaration and the Design Standards (See Article 7 of the Declaration).

Section 6.03. ACTION WITHOUT A FORMAL MEETING. Any action to be taken at a meeting of the members of any committee, or any action that may be taken at a meeting of the members of any committee, may be taken without a meeting if a consent in writing, setting forth the action so taken, will be signed by all the committee members entitled to vote with respect to the subject matter thereof, or by a sufficient number of committee members as would be necessary to take that action at a meeting at which all of the members of the committee were present and voted, to the fullest extent allowed by Texas law and as provided by the Governing Documents.

ARTICLE 7
RULES AND REGULATIONS

Section 7.01. RULES. The Board will have the right to establish and amend, from time to time, reasonable Rules and Regulations for: (i) the administration of the Association and the Governing Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Subdivision; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such Rules may not conflict with law or the Governing Documents. The Board will, at all times, maintain the then current and complete Rules in a written form that can be copied and distributed to the Members, and will be recorded in the Official Public Records of Tarrant County, Texas.

Section 7.02. ADOPTION AND AMENDMENT. Any Rule may be adopted, amended, or terminated by the Board, provided that the Rule and the requisite Board approval are properly recorded as a resolution in the minutes of the Board Meeting.

Section 7.03. NOTICE AND COMMENT. The Board will give written notice to an Owner of each Lot of any amendment, termination, or adoption of a Rule, or will publish same in a newsletter or similar publication that is circulated to the Members, at least ten (10) days before the Rule's effective date. Any Member so notified will have the right to comment orally or in writing to the Board on the proposed action.

Section 7.04. DISTRIBUTION. Upon written request from any Member or occupant of a Lot, the Board will provide a current and complete copy of the Rules.

ARTICLE 8
OBLIGATIONS OF THE OWNERS

Section 8.01. PROOF OF OWNERSHIP. Any person, on becoming a Member of the Association, will furnish to the Board evidence of ownership in the Lot, which copy will remain in the files of the Association. A Member will not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Members of the Association unless this requirement is first met.

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Section 8.02. OWNERS' ADDRESSES. The Owner or the several Co-Owners of a Lot will register and maintain one mailing address and one email address to be used by the Association for mailing of statements, notices, and all other communications. The Owner will keep the Association informed of the Member's current mailing and email addresses. If an Owner fails to maintain a current mailing address with the Association, the address of that Owner's Lot will be deemed to be his mailing address. An Owner who mortgages his or her Lot will furnish the Board with the name and mailing address of the mortgagee.

Section 8.03. ASSESSMENTS. All Owners will be obligated to pay Assessments as defined in the Declaration.

Section 8.04. COMPLIANCE WITH DOCUMENTS. Each Owner will comply with the provisions and terms of the Governing Documents, and any amendments thereto. Further, each Owner will always endeavor to observe and promote the cooperative purposes for which the Association was established.

ARTICLE 9
ASSOCIATION RECORDS

Section 9.01. AVAILABILITY. The Association will make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant, in accordance with this Section. An Owner is entitled to obtain from the Association copies of information contained in the books and records. Association attorney's files and records, excluding invoices requested by an Owner, are not records of the Association and are not subject to inspection by the Owner or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document will be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. This Article does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication. An Owner or the Owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current Management Certificate. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and if an inspection is requested, the Association, on or before the tenth (10th) business day after the date the Association receives the request, will send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association, or if copies of identified books and records are requested, the Association will, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10th) business day after the date the Association receives the request. If the Association is unable to produce the books or records requested on or before the tenth (10th) business day after the date the Association receives the request, the Association must provide to the requestor written notice that informs the requestor that the Association is unable to produce the information on or before the tenth (10th) business day after the date the Association received the request, and states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date notice under this Article is given. The Association may produce books and records requested under this Section in hard copy, electronic, or other format reasonably available to the Association.

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Section 9.02. OPEN RECORDS POLICY. The Board will adopt a Records Production and Copying Policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested under this Section, and will record same in the Official Public Records of Tarrant County, pursuant to Section 209.005 of the Texas Residential Property Owners Protection Act.

Section 9.03. RECORDS RETENTION. In accordance with Section 209.005(m) of the Texas Residential Property Owners Protection Act, the Association will adopt and comply with a Document Retention Policy that will be recorded in the Official Public Records Tarrant County, Texas.

ARTICLE 10
NOTICES

Section 10.01. CO-OWNERS. If a Lot is owned by more than one person, notice to one Co-Owner will be deemed notice to all Co-Owners.

Section 10.02. DELIVERY OF NOTICES. Any written notice required or permitted by these Bylaws may be given personally, by mail, by email, or by facsimile transmission. If mailed, the notice is deemed given to the Member on the date such notice is deposited in the United States mail, with postage paid, in an envelope addressed to the Member at the last address shown on the Association's records. If emailed or sent by facsimile, the notice is considered to be given to the Member when such meeting notice is transmitted to an email address or facsimile number provided by such Member, or to which such Member consents, for the purpose of receiving notice from the Association.

Section 10.03. WAIVER OF NOTICE. Whenever any notice is required to be given to an Owner, Member, or Director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, will be equivalent to the giving of such notice. Attendance by a Member or Director at any meeting of the Members of the Association or Board, respectively, will constitute a waiver of notice by such Member or Director of the time, place, and purpose of such meeting. If all Members or Directors are present at any meeting of the Members of the Association or Board, respectively, no notice will be required and any business may be transacted at such meeting.

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 11.01. PROCEDURE FOR AMENDMENT. During the Declarant Control Period, the Board, from time to time, may alter, amend, or repeal the Bylaws or adopt new Bylaws. After the expiration of the Declarant Control Period, these Bylaws may be amended by the vote, in person or by proxy, or the written consents of Members representing at least a Majority of the votes cast or present at a meeting for which a quorum is obtained.

Section 11.02. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision will be null and void, but all other provisions of these Bylaws will remain in full force and effect. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

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Section 11.03. SEVERABILITY. Invalidation of any provision of these Bylaws, by judgment or court order, will in no way affect any other provision that will remain in full force and effect. The effect of a general statement will not be limited by the enumerations of specific matters similar to the general.

Section 11.04. HEADINGS. The headings of the Articles and Sections hereof are for convenience only and will not affect the meaning or interpretation of the contents of these Bylaws.

Section 11.05. GENDER. Throughout these Bylaws, the masculine gender will be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

Section 11.06. WAIVER. No restriction, condition, obligation, or covenant in the Declaration or these Bylaws will be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof that may occur.

Section 11.07. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent allowed by Texas law and as provided in the Declaration, the Association will indemnify every Director and Officer against any and all expenses, including attorney's fees reasonably incurred by or imposed upon any Director or Officer in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being, or having been, a Director or Officer. The Directors and Officers will not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The Directors and Officers will have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Directors or Officers may also be Members of the Association), and the Association will indemnify and forever hold each such Director or Officer free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein will not be exclusive of any other rights to which any Director or Officer, or former Director or Officer, may be entitled. The Association will, as a common expense, maintain adequate general liability and Directors' and Officers' liability insurance to fund this obligation.

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CERTIFICATION OF SECRETARY

I, as Secretary of the Woodland Springs Homeowners Association, Inc., hereby certify that these Bylaws were adopted by the Board of Directors on the 17 day of August, 2021.

DATED this the 17 day of August, 2021.

JANICE HAWKINS, Secretary, Woodland Springs Homeowners Association, Inc.

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 17th day of August, 2021, by JANICE HAWKINS, SECRETARY of WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

[Notary Seal]

CANDACE VICK
Notary Public, State of Texas
My Commission Expires
May 29, 2025
NOTARY ID 210682-0

Notary Public, State of Texas

APPROVED:

Steve Hawkins, Director and President

Steve Davis, Director and Vice President

Janice Hawkins, Director and Secretary

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UNANIMOUS WRITTEN CONSENT IN LIEU OF ORGANIZATIONAL MEETING OF THE INITIAL DIRECTORS OF WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC.

The undersigned, being the Initial Directors named in the Certificate of Formation for WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation (Texas Secretary of State File Number 0803935003, dated and effective February 8, 2021) (the "Association"), hereby adopt the following resolutions in lieu of an organizational meeting of the Initial Directors.

CERTIFICATE OF FORMATION

RESOLVED, that the Certificate of Filing issued by the Secretary of State of Texas, and the file-marked copy of the Certificate of Formation filed on February 8, 2021, are accepted and approved in all respects; and the Secretary is directed to place same in the Association's records.

ASSOCIATION BYLAWS

RESOLVED, that the form of the initial BYLAWS (consisting of 19 pages) prepared by legal counsel for the Association for regulating and managing Association affairs and submitted to the undersigned is approved and adopted as the initial BYLAWS of the Association.

RESOLVED, that the Secretary is directed to place the BYLAWS in the Association's records and to maintain a copy of the BYLAWS at the Association's principal office.

PRINCIPAL OFFICE

RESOLVED, that the Association's principal office be established and maintained at 7201 Hawkins View Drive, Suite 101, Fort Worth, TX 76132, and that meetings of the Directors from time to time may be held either at the Association's principal office or at such other place as the Directors may select.

OFFICERS

RESOLVED, that the following persons are hereby elected to the offices preceding their name:

Office(s)	**Officeholder**
President	Steve Hawkins
Vice President, Treasurer, & Assistant Secretary	Steve Davis
Vice President, Secretary, & Assistant Treasurer	Janice Hawkins

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COMPANY RECORDS

RESOLVED, that the Association, through its Secretary, shall maintain the Association's official organizational records and the appropriate business records, including but not limited to originals, copies, or certified copies of the Association's Certificate of Formation, the Certificate of Filing, the Bylaws, the List of Members, this Written Consent, and all other written consents or minutes of the meetings and of other proceedings of the Directors, Members, and any committee established by the Association; and

RESOLVED FURTHER, that the Secretary shall maintain in the Association's official records the current List of Members of the Association. As of the date of this Written Consent there is only one Member of the Association, being HAWKINS FAMILY JOINT VENTURE, a Texas joint venture formed effective October 27, 1997, for which an Assumed Name Certificate was filed with the Tarrant County Clerk's office on September 9, 2005, and which joint venture is currently the sole owner of all the platted lots in the BULEN TRACT, an addition to the City of Fort Worth, Tarrant County, Texas, as shown by the FINAL PLAT filed July 30, 2021, as Instrument Number D221219976 in the Official Public Records of Tarrant County, Texas, and which joint venture also is the named "Declarant" in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOODLAND SPRINGS as filed of record in Tarrant County, Texas, on or about the date of this Written Consent.

ORGANIZATIONAL EXPENSES

RESOLVED, that the Association Treasurer be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the Association and to reimburse any person who has made any disbursement on behalf of the Association.

BANK ACCOUNTS

RESOLVED, that the officers of the Association be and hereby are authorized to open one or more bank accounts on the Association's behalf with any banks the officers deem appropriate, as evidenced by the signatures of the officers on the bank's standard new account form(s) and authorized signature records for the bank account(s). A copy of the forms to open such bank account(s) shall be filed and maintained in the Association's official records.

TAX MATTERS

RESOLVED, that Association officers are authorized and directed to obtain a Taxpayer Identification Number from the Internal Revenue Service, and to consult with a tax accountant to file all appropriate tax forms and elections with the Internal Revenue Service as would be in the best interests of the Association.

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FISCAL YEAR

RESOLVED, that the Association's fiscal year shall begin on January 1, and end on December 31, subject to change by resolution, as appropriate, at the discretion of the Directors.

OPERATIONAL MATTERS

RESOLVED, that the officers of the Association are authorized and instructed to take all necessary and appropriate actions for the Association to initiate operations as a property owners' association for the residential lots and for the tracts designated as private open spaces and drainage easements in the FINAL PLAT for HULEN TRACT addition to the City of Fort Worth, Tarrant County, Texas (Final Plat FP 19-111) filed July 30, 2021, as Instrument Number D221219976 in the Official Public Records of Tarrant County, Texas), and as identified in the Certificate of Formation for the Association (the "Subject Lots") and for possible later phases of the WOODLAND SPRINGS addition, such operations including (but not limited to) the following actions:

a. Filing applications and other documents as appropriate to comply with any federal, state, county, or municipal governmental statutes, ordinances, or regulations, and the Association officers are directed and authorized to do all things necessary or convenient to qualify the Association to transact business in accordance with the laws, policies, rules, and regulations of the applicable governmental authorities;

b. Preparing a budget for the expected operations of the Association for the remainder of calendar year 2021 and upcoming calendar year 2022;

c. Negotiating, signing, and performing contracts on behalf of the Association for the management and operation of the Association and the pursuit and fulfillment of its purposes;

d. Securing professional services from attorneys, accountants, and others to advise and assist with the Association;

e. Acquiring title to and exercising ownership and control over Lots 1X and 12X, Block 1; Lot 25X, Block 6; and Lots 1X and 4X, Block 7, of the subject lots in the HULEN TRACT addition, for use as open spaces and public drainage easements maintained by the Association;

f. Filing copies of the Association's dedicatory instruments with the County Clerk of Tarrant County, pursuant to Section 202.006 of the Texas Property Code; and

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g. Filing a Management Certificate for the Association with the County Clerk of Tarrant County, pursuant to Section 209.004 of the Texas Property Code.

APPROVAL OF RESOLUTIONS

RESOLVED, that the signing of this Written Consent shall constitute full consent, confirmation, ratification, adoption, and approval of the actions stated above, the resolutions herein adopted, and waiver of notice of the meeting by the persons signing below as the Initial Directors of the Association.

Dated: Effective August 17, 2021.

STEVE HAWKINS

JANICE HAWKINS

STEVE DAVIS

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S40048-v1; 8.12.2021; File 26499.000

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOODLAND SPRINGS

This Declaration of Covenants, Conditions, and Restrictions for WOODLAND SPRINGS ("**Declaration**") is made effective on the date this instrument is filed of record in the Official Public Records of Tarrant County, Texas, by HAWKINS FAMILY JOINT VENTURE, a Texas joint venture effective October 27, 1997, with an Assumed Name Certificate filed with Tarrant County Clerk on September 9, 2005 ("**Declarant**").

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RECITALS

Declarant is the owner of certain real property in Tarrant County, Texas, being a total of 48.551 acres, as described in the deed to Declarant dated March 19, 2019, and filed March 21, 2019, as Instrument Number D219056066, Official Public Records, Tarrant County, Texas, which Declarant plans to develop in two phases as a residential subdivision to be known as WOODLAND SPRINGS ("**Subdivision**").

Declarant desires to place certain restrictions, easements, covenants, conditions, stipulations, and reservations contained in this Declaration upon and against Phase 1 of the Subdivision in order to establish a uniform plan for its development and improvement, and to ensure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots (as defined herein) in the Subdivision.

NOW THEREFORE, Declarant hereby adopts, establishes, and imposes upon Phase 1 of the Subdivision the following restrictions, easements, covenants, conditions, stipulations, reservations, assessments, and liens, which will run with the land and title or interest therein, or any part thereof, and will inure to the benefit of each Owner in the Subdivision as a whole, whether or not set out in full or incorporated by reference in any deed or other instrument of conveyance.

ARTICLE 1
DEFINITIONS

Section 1.01. "**Assessment**" means a regular Assessment or special Assessment, or other amount an Owner is required to pay to the Association (including any fines levied against an Owner) under this Declaration or other Governing Documents described herein.

Section 1.02. "**Association**" refers to WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation (Texas Secretary of State File Number 0803935003, dated and effective February 8, 2021), and its successors and assigns, whose membership consists of Owners, and which is designated as the representative of Owners in the Subdivision and manages and regulates the Subdivision for the benefit of the Owners.

Section 1.03. "**Architectural Control Committee**" or "**ACC**" will mean a committee appointed by the Board of Directors to approve or disapprove improvements to be constructed on a Lot pursuant to this Declaration and duly adopted Design Standards.

Section 1.04. "**Board of Directors**" or "**Board**" refers to the governing body of the Association, each Member of which is a "**Director**".

Section 1.05. "**Bylaws**" will mean the duly adopted Bylaws of the Association as the same may be amended from time to time. The current Bylaws are dated the same date as this Declaration and will be filed of record either as an attachment to this Declaration or as a separate document contemporaneously with this Declaration, and are fully incorporated herein.

Section 1.06. "**Collection Agent**" means a debt collector, as defined by Section 803 of the Federal Fair Debt Collection Practices Act (15 U.S.C. Section 1692a).

Section 1.07. "**Common Property**" refers to the real and personal property in the Subdivision (including improvements) owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners, as set out in Article 11 herein. The Common Property covered by this Declaration for Phase 1 of the Subdivision includes Lots 1X and 12X, Block 1; Lot 25X, Block 6; and Lots 1X and 4X, Block 7, of the Property, and any Common Property designated in a future Supplemental Declaration to annex the property of Phase 2 of the Subdivision or additional property into the Property covered by this Declaration.

Section 1.08. "**Contractor**" refers to the person or entity with whom Declarant or any Owner contracts to construct a residential dwelling and/or other improvements on a Lot.

Section 1.09. Classes of Membership. The Association has two classes of membership:

(a) "**Class A Members**" are the Owners with the exception of the Class B Member; and

(b) "**Class B Member**" is the Declarant, its successors and assigns.

Section 1.10. "**Covenants**" mean the covenants, conditions, and restrictions contained in this Declaration.

Section 1.11. "**Declarant**" means HAWKINS FAMILY JOINT VENTURE, a Texas joint venture based in Fort Worth, Tarrant County, Texas, and any successor that acquires all then unimproved Lots and/or then unplatted property within the Subdivision owned by Declarant for the purpose of development and is named as successor Declarant in a recorded document.

Section 1.12. "**Declarant Control Period**" means the period during which Declarant reserves the right to facilitate the development, construction, and marketing of the Subdivision, and a right to direct the size, shape, and composition of the Subdivision. The Declarant Control Period will terminate 15 days after the first of the following events occurs: (i) the expiration of twenty (20) years after the date of the

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recording of this Declaration; (ii) the date upon which all of the Lots intended by Declarant to be a part of the Subdivision have been conveyed by Declarant to Owners other than Declarant; or (iii) the surrender by Declarant of the authority to appoint and remove Directors and officers by an express amendment to this Declaration executed and recorded by Declarant.

Section 1.13. "**Declaration**" refers to this Declaration of Covenants, Conditions, and Restrictions for the Subdivision known as Woodland Springs, including both Phase 1 as platted in July 2021 and the planned Phase 2 as platted in the future, and any duly passed and recorded amendments or extensions.

Section 1.14. "**Governing Documents**" means each governing instrument covering the establishment, maintenance, and operation of the Subdivision. The term includes the Declaration, Bylaws, Architectural Design Standards, Rules and Regulations, Open Records and Records Retention Policies, and Alternative Payment Schedule, the existing recorded Plat for Phase 1, the future recorded Plat for Phase 2, and all lawful amendments. Governing Documents will have no effect until filed in the Official Public Records of Tarrant County, Texas.

Section 1.15. "**Lot**" refers to each tract of land designated as a Lot on the recorded Plat of Phase 1 or the future Plat of Phase 2 after that Plat for Phase 2 is filed, including any improvements thereon, but excluding lots that are part of the Common Property.

Section 1.16. "**Managing Agent**" means the Association's designated representative as it appears on the Management Certificate.

Section 1.17. "**Management Certificate**" means the instrument required to be recorded pursuant to Section 209.004 of the Texas Residential Property Owners Protection Act.

Section 1.18. "**Member**" refers to every Owner who holds membership in the Association by virtue of its ownership of a Lot.

Section 1.19. "**Owner**" means the Declarant or other holder of record, whether one or more persons or entities, of fee simple title to any Lot that is part of the Subdivision.

Section 1.20. "**Perimeter Wall**" or "**Entry Wall**" means a screening wall approximately six feet high, with brick columns and masonry panels, constructed by Declarant and/or the Association at an entrance to the Subdivision or along the exterior boundaries of certain Lots in the Subdivision, and lying within the boundaries of such Lots.

Section 1.21. "**Perimeter Wall Landscaping**" means any grass, trees, shrubbery, groundcover, or other plantings, and any sprinkler system or systems that are installed by Declarant and/or the Association between the Perimeter Wall and the edge of the pavement of the adjacent roads.

Section 1.22. "**Plat**" means the Plat for Phase 1 of the Subdivision filed on July 30, 2021, as Instrument Number D221219976, Official Public Records, Tarrant County, Texas, and any replat of or amendment to that Plat made in accordance with this Declaration. The term "Plat" also includes the Plat for Phase 2 of the Subdivision after it is filed for record in the Official Public Records of Tarrant County, Texas.

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Section 1.23. "**Property**" means that certain real property in Tarrant County, Texas, being known as:

Lots 1 – 11. 13 – 29, and Lots 1X (Private Open Space) & 12X (Private Open Space & Sanitary Sewer Easement), Block 1;
Lots 1 – 33, Block 2;
Lots 1 – 15, Block 3;
Lots 1 – 8, Block 4;
Lots 1 – 11, and Lot 25X (Private Open Space), Block 6; and
Lots 1 – 4, and Lot 1X (Private Open Space & Drainage Easement), and Lot 4X (Private Open Space), Block 7

of **HULEN TRACT** (referred to by Declarant as "WOODLAND SPRINGS"), an addition to the City of Fort Worth, containing 23.456 acres or 1,021,743 square feet of land more or less, according to the Plat filed July 30, 2021, as Instrument Number D221219976 of the Official Public Records, Tarrant County, Texas, and any additional property annexed into the Property covered by this Declaration.

Section 1.24. "**Residence**" means a detached building designed for and used as a dwelling by a Single Family and constructed on a Lot; provided, however, no such building will become a Residence until a certificate of occupancy has been issued by the appropriate governmental authorities as a prerequisite to the occupancy of such Residence and until the Lot and building thereon have been conveyed to a third party other than the Contractor thereof, unless the Contractor intends to use the Residence as his or her primary residence. The Owner of a Residence will notify the Association or its designee immediately upon issuance of a certificate of occupancy for the Residence.

Section 1.25. "**Rules and Regulations**" or "**Rules**" mean the Rules and Regulations of the Association adopted by the Board as may be amended from time to time.

Section 1.26. "**Single Family**" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

Section 1.27. "**Structure**" means any improvement (other than a Residence) on a Lot, including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

Section 1.28. "**Texas Residential Property Owners Protection Act**" refers to Texas Property Code Chapter 209, as same may be amended in whole or in part, and any successor statutes.

Section 1.29. "**Transfer Fee**" means a fee or charge payable for a change of ownership entered in the records of the Association.

ARTICLE 2
IMPOSITION OF COVENANTS

Section 2.01. Imposition by Declarant. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

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Section 2.02. Purpose of Covenants. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

Section 2.03. Compliance by Owners. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Association, damages, or injunctive relief.

ARTICLE 3
PLAT AND EASEMENTS

Section 3.01. Incorporation of Plat and Easements. The Plat and easements shown of record affecting the Property are part of this Declaration and are incorporated by reference.

Section 3.02. Easements.

(a) Declarant hereby expressly reserves to the Declarant, its successors and assigns, the right to create perpetual easements in, on, over, and under any part of the Property owned by Declarant for any purpose that Declarant deems necessary, including, by way of example, and not limitation, the following:

(i) the erection, installation, construction, and maintenance of wires, lines, conduits, and poles; and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables, and other utilities and similar facilities;

(ii) the erection, installation, construction, and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water, and heat, and for any other public or quasi-public facility, service, or function;

(iii) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or that might create erosion or sliding problems or that might change, obstruct, or retard drainage flow; and

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers, and plants of any nature.

(b) An easement is hereby granted to all police, fire protection, ambulance, and other emergency vehicles and other service vehicles to enter upon any Common Property including, but not limited to, any private streets that may exist (although there are no such private streets in the initial construction of the Common Property), in the performance of their duties and further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Common Property to render any service.

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(c) In the event that audio and video communication services and utilities are made available to any of said Lots by means of an underground cable system, the company furnishing such services and facilities will have a two foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement nearest to the point of connection on the permanent improvement, Residence, or Structure constructed, or to be constructed upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

Section 3.03. Use of Easement by Owner. An Owner may use that portion of a Lot lying in an easement for any purpose that does not interfere with the purpose of the easement or damage any facilities. Owners do not own any utility facilities located in an easement

Section 3.04. No Interference with Intended Use. No Owner has any right to use any easement retained by the Declarant or conveyed by Declarant to the Association in a manner that is inconsistent or that interferes with the intended use for such easement.

Section 3.05. No Liability for Damage. Neither Declarant nor any easement holder is liable for damage to landscaping or a Structure located in an easement.

Section 3.06. Installment of Facilities. Declarant and each easement holder may install, maintain, and connect facilities in the easements.

Section 3.07. No Prohibited Action Permitted. None of the covenants, restrictions, or easements created or imposed by this Declaration will be construed as permitting any action prohibited by the recorded Plat, applicable zoning laws, or by the laws, rules, or regulations of any governmental body. In the event of any conflict between such laws, rules, or regulations and the covenants, restrictions, and easements created or imposed by this Declaration, the most restrictive provision will govern and control.

ARTICLE 4
USE, CONSTRUCTION, AND MAINTENANCE

Section 4.01. Application. The covenants and restrictions contained in Article 4 will pertain and apply to all Lots and to all Residences and Structures erected or placed thereon.

Section 4.02. Restriction of Use. Except as provided below, no building will be erected, altered, placed, or permitted to remain on any Lot other than one dwelling unit per each Lot to be used for Single Family residential purposes. All Residences, Structures, and other improvements erected, altered, or placed on a Lot will be of new construction, and no Structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or outbuilding will be used on a Lot at any time as a Residence, either temporarily or permanently. No duplexes or other attached housing for more than one dwelling unit will be erected on any Lot. No part of the Subdivision will ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes. This restriction does not prohibit an Owner from using a Residence for personal business, or professional purposes, provided that: (i) such use is incidental to the Residence's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use, including, without limitation, external signage, excessive number of cars parked outside of the Residence, or the emission of odors; (iv) there is no interference with any other Owner's use and enjoyment of its Lot; and (v) such use does not entail excessive deliveries to, or pickups

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from the Residence by the public, employees, suppliers, or clients, such activity to be monitored by the Board and may be determined to be in violation of this Declaration in the sole discretion of the Board.

Temporary structures and model homes may be used as building offices and other related purposes by Declarant or a Contractor that is currently constructing homes for resale within the Subdivision. No Contractor will be allowed to maintain an office or model home for the purpose of the sale of homes unless said Contractor is conducting an active sales program within the Subdivision and not for the purpose of sales in other subdivisions outside of the Subdivision.

All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.

Section 4.03. Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division, or subdivision. Notwithstanding the foregoing, nothing herein will prevent Declarant or the Owners of any Lots from combining two or more Lots into one Lot for construction of a single Residence thereon; provided, however, that such combined Lot may not be subdivided thereafter; and provided further, that the Owner of the Residence on such Lot will be responsible for regular and special Assessments based upon the number of Lots combined into one Lot.

Section 4.04. Erosion Control. No activity that may create erosion or siltation problems will be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for in Section 4.05. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards (as defined in Section 7.05) of the ACC.

Section 4.05. Landscaping. No construction or alteration of any Residence or Structure will take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. A written plan of landscaping must be submitted to the ACC prior to installation of any materials; this plan will include a drawing to show location and description of all "hardscape" items such as fences, walls, rocks, and so forth. The Owner of a Residence will be required to install irrigation systems and sod in the front yard and all side yards that are visible from a street. Only permanent, heat tolerant grass (i.e. Bermuda, St. Augustine, or other grass approved by the ACC) will be used. Ground cover composed of living material such as ivy or asiatic jasmine may be allowed if approved by the ACC.

No "desert style" landscaping, rock covered yards, or other stone yard cover will be allowed.

Owner of a Residence must plant at least one (1) three-inch (3") caliper or better tree in the front yard. On any street-facing side yards the Owner of such Lot must also plant at least three (3) three-inch (3") caliper trees in the side yard.

Landscaping will be completed in accordance with approved plans not later than sixty (60) days after: (i) final inspection by the City of Fort Worth, Texas, building inspector; or (ii) occupancy of a Residence, whichever is earlier. In the case of existing homes, proposed changes and additions in landscaping must

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be submitted for approval by the ACC in the same detail as new construction. Once the plans have been approved by the ACC, a time frame for completion of the approved changes will be agreed upon between the ACC and the homeowner.

Section 4.06. Temporary Buildings. No temporary building, trailer, garage, or building under construction will be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefor approved by the ACC. Temporary structures and model homes may be used as building offices pursuant to the provisions of Section 4.02.

Section 4.07. Outbuildings. No metal storage outbuildings will be erected, placed, or maintained upon any Lot in the Subdivision. No treehouse or children's playhouse will be permitted on any Lot in the Subdivision without prior written approval of the ACC. Outbuildings or other Structures, temporary or permanent, other than the Residence or garage will be limited to eight feet (8') in height and will be subject to approval by the ACC. Any other type of permitted outbuilding must be in keeping with the overall character and aesthetics of the Residence located on the Lot. The ACC will require prior approval of, but not limited to, all outbuildings, play structures, shade structures, or pool buildings. Any outbuilding will be required to be constructed with material and of a design that is determined by the ACC to be compatible with the design of the Residence. All playground and recreational equipment will be placed at the rear of a Lot. No outbuilding or play structure will be permitted to be placed on easements; be located nearer than five feet (5') to an interior side line of the Lot; or forward of the front building line. The ACC is hereby authorized to determine what constitutes a violation of this restriction.

Section 4.08. Prefabricated Structures. Prefabricated or factory-built structures will not be permitted within the Subdivision, and such manufactured units will not be employed as elements in the construction of Residences or Structures affixed to Lots or Residences within the Subdivision except by express written consent of the ACC.

CAUTION: OWNERS SHOULD OBTAIN ACC APPROVAL BEFORE SHOPPING FOR A STORAGE SHED OR CONSTRUCTING A DETACHED STRUCTURE.

Section 4.09. Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) will, without the ACC's prior written approval of plans and specifications therefore, be installed, altered, or maintained on any Lot, or on any portion of a Residence or Structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) not more than one "For Sale" sign, such sign having a maximum face area of four square feet, provided that such sign may only be displayed in the front yard of a Lot; and, provided, further, that if, at the time of any desired use of such sign, the Association is making "For Sale" signs available for the use of Owners, the signs made available by the Association must be used;

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC;

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(iv) any sign required by any governmental authority having appropriate jurisdiction; and

(v) temporary signs (i.e. garage sales, lawn sales, etc.). not to exceed two (2) such temporary signs per Lot at a time and each sign not exceeding a maximum face area of four square feet. Allowed temporary signs may be put up no sooner than 24 hours in advance of a sale and the signs must be removed promptly after a sale has ended.

(b) In no event during approved construction of any Residence or Structure will more than one job identification sign be approved by the ACC.

(c) All "for rent" or "for lease" signs are prohibited.

(d) No sign may be placed on the Common Property or the entrance areas to the Subdivision without written approval of the ACC.

Notwithstanding any language in this Section to the contrary, Owners may display on the Owner's Lot one or more signs advertising a political candidate or ballot item for an election on or after the ninetieth (90th) day before the date of the election to which the sign relates or ten (10) days after that election date. Signs will be ground-mounted and only one sign for each candidate or ballot item per Lot is allowed.

Any sign is prohibited if it (i) contains roofing material, siding, paving materials, flora, balloons, lights, or any other similar building, landscaping, or nonstandard decorative components; (ii) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing Structure or object; (iii) includes the painting of architectural surfaces; (iv) threatens the public health or safety; (v) is larger than four (4) feet by six (6) feet; (vi) violates a law; (vii) contains language, graphics, or any display that would be offensive to the ordinary person; (viii) is accompanied by music, other sounds, or streamers; or is otherwise distracting to motorists. The Association may remove a sign displayed in violation of this Section.

Section 4.10. Setbacks. Building area setbacks will be within the building lines indicated on the Plat and as specified in the City of Fort Worth Zoning Ordinance (hereinafter referred to as "**Zoning Ordinance**"). In no event will the setbacks be less than those required by the Zoning Ordinance unless a variance is granted by the appropriate governmental authority and approved by the ACC. In approving plans and specifications for any proposed Residence or Structure, the ACC may require more restrictive setbacks than the minimum specified in the Zoning Ordinance for the location of such Residence or Structure. All such setbacks will be established such that they do not violate the provisions of applicable ordinances, laws, rules, regulations, or the provisions of the Plat. No Residence or Structure will be erected or placed on any Lot unless its location is consistent with such setbacks.

Section 4.11. Retaining Walls and Fences. Around the back yard, each Lot will have a wood fence six feet (6') above grade in height with metal posts.

No fence or wall of any kind will be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls. No fence or wall will be constructed in violation of any applicable ordinances, laws, rules, regulations, or the provisions of the Plat.

Section 4.12. Roads and Driveway. No road or driveway will be constructed and no portion of a road or driveway altered on any Lot without the prior written approval of the ACC of plans and specifications for

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such roads and driveways. Guidelines relating to the design and location of roads and driveways may be included in the Design Standards of the ACC. No road or driveway will be constructed in violation of any applicable ordinances, laws, rules, regulations, or the provisions of the Plat.

Section 4.13. Antennae, Etc. All antennae, satellite dishes, or electronic devices of any type placed on any Residence, Structure, or Lot will be in a location not visible from the street, unless such placement would not allow reception of an acceptable quality signal or would unreasonably delay or increase the cost of installation, maintenance, or use.

Section 4.14. Clotheslines, Propane Tanks, Garbage Cans, Etc. All clotheslines, propane tanks, equipment, garbage cans, and woodpiles will be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets, and may be maintained in the rear yard on a Lot only.

Section 4.15. Maintenance. The Owner of each Lot will maintain the improvements, sod, trees, hedges, and plantings thereon, and the adjacent street right-of-way in a neat and attractive condition. Such maintenance will include regular mowing, edging of turf areas, weeding of plant beds, fertilizing, weed control, and watering of the turf and landscape areas on each Lot. Diseased or dead plants or trees must be removed and replaced within a reasonable time frame. On front lawns and wherever visible from any street, there will be no decorative appurtenances placed, such as sculptures, birdbaths, birdhouses, fountains, or other decorative embellishments unless such specific item(s) has been approved in writing by the ACC. In the event an Owner of a Lot fails to maintain the Lot as required by this Declaration, the Association will have the right, after proper notice and hearing as required by law (provided at the end of such time such action has not already been taken by such Owner), (i) to mow or edge the grass thereon; (ii) to remove any debris therefrom; (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Board, by reason of its location or height or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance; (iv) to repair or stain/paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property; and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed by the Association will be personally obligated to reimburse the Association for the cost of such work incurred by the Association (including, but not limited to pre-litigation attorney's fees and attorney's fees and costs to enforce the decisions of the Association) and such amount will become a specific Assessment levied against the Owner as provided in Section 8.08 of this Declaration.

Section 4.16 Commercial and Recreational Vehicles and Trailers. No commercial vehicle, commercial use truck, bus, trailer, mobile home, recreational vehicle, camper, truck with camper top, boat, boat trailer, self-propelled or towable equipment, or machinery of any sort, or any item deemed offensive by Declarant, ACC, or Association will be permitted on any Lot on a permanent basis. Nor will any such equipment be allowed on any street right-of-way without movement for a period of twenty-four (24) hours or more during a period of seven (7) consecutive days. No junk vehicles in disrepair or neglect will be stored, repaired, or displayed on any Lot, street, or otherwise in the Subdivision. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a Lot, provided such vehicle or equipment is kept in an enclosed space and is concealed from view by neighboring residences and streets. During the construction of improvements on a Lot, necessary construction vehicles, trailers, equipment, and machinery may be parked thereon for and during the time of construction of the Residence or Structure.

This restriction will not apply to automobiles or small passenger trucks in good repair and attractive condition, provided that any such vehicles are parked on an improved driveway that has been approved by

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the ACC. No vehicle will ever be permitted to be parked on the front or side lawn within view of the public.

The ACC and Board reserve the right to restrict street right-of-way parking on specific streets within the Subdivision when street parking could detract from the architectural harmony of an area or cause restricted street access to normal traffic flow or emergency vehicles.

Section 4.17. Recreational Equipment. Recreational and playground equipment will be placed or installed only upon the rear of a Lot as approved by the ACC. Basketball goals may be placed adjacent to the driveway if the backboards are installed behind the front building line and are constructed of a clear plexiglass as approved by the ACC. No above ground pools will be allowed.

Section 4.18. Non-Discrimination. No Owner or person authorized to act for an Owner will refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of any Lot to any persons because of race, color, religion, sex, age, or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant will run with the land and will remain in effect without any limitation in time.

Section 4.19. Animals. No agricultural animals may be kept on any Lot and no animals, including birds, insects, reptiles, sheep, goats, horses, cattle, poultry, dangerous animals (the determination as to what is a dangerous animal will be in the sole discretion of the Associations Board), or livestock of any kind will ever be kept in the Subdivision except that dogs, cats, or other common household pets (not to exceed a total of three animals) may be kept by the Owner or tenant of any Residence, provided they are not kept for any commercial purpose. Any allowable pet that is kept in a household must be confined to its Owner's Lot either by constraints of a backyard fence, a leash, or within the residence. No animal will be permitted to run freely away from its Owner's Lot and must be controlled by a leash or trained to walk with a person unleashed. All applicable leash and licensing laws in effect in the City of Fort Worth and Tarrant County will also apply to this animal husbandry provision. No animal will be allowed to become a nuisance. No Structure for the care, housing, or confinement of any animal will be constructed, placed, or altered on any Lot unless plans and specifications for said Structure have been approved by the ACC.

Section 4.20. Trash and Rubbish Removal. No trash, rubbish, garbage, manure, or debris of any kind will be kept or allowed to remain on any Lot. The Owner of each Lot will remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited matter will be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots or public or private streets. If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. Except during approved construction and as approved by the appropriate governmental authority, no person will burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property. Except for building materials employed during the course of construction of any Residence or Structure approved by the ACC, no lumber, metals, bulk materials, or solid waste of any kind will be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

Section 4.21. Reasonable Enjoyment. No nuisance will ever be erected, placed, or suffered to remain upon any Lot in the Subdivision and no Owner of, or resident of, any Lot in the Subdivision will use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. No

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noxious or offensive activity will be carried on upon any Lot, nor will anything be done thereon that may be or may become an annoyance or nuisance to the community. The Association's Board is hereby authorized to determine what constitutes a violation of this restriction.

Section 4.22. Chimney Stacks. Chimney stacks on the front of Residences may not be cantilevered and hang in the air. They must sit on foundations and must be veneered with brick, stone, cedar, or other approved siding material as applicable to each individual Residence.

Section 4.23. Exterior Surfaces. All Residences will be constructed of at least 80% masonry on all exterior walls unless otherwise approved by the ACC. Recommended siding materials include brick, stone, stucco, wood lap siding, and hard board lap siding. Large sheet siding (i.e. 4' x 8' sheets) will not be used unless approved by the ACC. There will be no bright red, orange, or unusual looking brick. All brick mortar will be in subdued colors and samples must be submitted for ACC approval. Old used brick will be accepted in special circumstances, as will be the painting of brick. All gables that face the front of a Residence or that face a side street, if on a corner Lot, will be constructed or faces with the same masonry material as the rest of the Residence.

Stucco is a specialized house finish. Stucco Residences will only be approved by a special request and only after the ACC agrees in writing that stucco fits the street scape and overall community standards. The Contractor may only use stucco as outlined in the specifications that will accompany the written approval, if granted.

Section 4.24. Roofing. Roofing material and color will be specified in the plans submitted to the ACC for approval. All roof stacks and flashing must be painted to blend with the roof color.

Minimum roof pitch on the front elevation will be 6 to 12, unless approved by the ACC. Certain architectural styles, e.g. Georgian, do not require as steep a minimum roof pitch and will be analyzed on a case by case basis by the ACC. Minimum roof pitch on rear elevations and certain front to back elevation will be 6 to 12, unless a different minimum roof pitch is approved by the ACC.

Roof material will be 3-tab composition shingles with 25-year warranty. Other roofing materials may include natural or approved artificial slate, fire treated wood shingle, #2 shake (or better), or clay or concrete tile of a type, style, or color as approved by the ACC. In no event will the pitched portion of the roof be comprised of more than one material.

Subject to this Section, and approval by the ACC, Owners may install shingles that are designed to be wind and hail resistant, provide heating and cooling efficiencies greater than and are more durable than those provided by customary composition shingles, and/or provide solar generation capabilities; provided, however, when installed, they must resemble the shingles used or otherwise authorized for use on Lots in the Subdivision, and match the aesthetics of the Subdivision.

Section 4.25. Driveways. Driveways will be constructed with concrete or other hard surface material such as paving stones or brick that is compatible with the overall landscape flatwork scheme and as approved by the ACC. Existing trees, topography, and landscape planning should be taken into consideration and where possible driveways should curve. Front yard circular driveways and off-street parking areas may be approved at the discretion of the ACC.

Section 4.26. Pool and Spa Equipment. Plans for proposed swimming pools, hot tubs, surrounding decks, fencing, and screening must be submitted for approval before any cleaning, grading, or

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construction is commenced. All swimming pools and hot tubs must be fenced in accordance with the applicable City of Fort Worth Ordinance. No above-ground pools will be approved.

Section 4.27. Commercial Use. No activity, whether for profit or not, that is not related to Single Family residential purposes, will be carried on any Lot, except on those Lots that may be designated by the ACC for use as sales offices, construction offices, and storage facilities for a period of time commensurate with home construction and sales within the Subdivision, and as provided in Section 4.02.

Section 4.28. Septic Tanks. No cesspool, septic tank, or privy will be placed or maintained on any Lot.

Section 4.29. Declarant's Rights to Use Common Property During Declarant Control Period. During the Declarant Control Period, the Declarant, with the right of assignment, will have and hereby reserves the right to reasonable use of the Common Property and land owned by Declarant within the Subdivision in connection with the promotion and marketing of land within the boundaries of the Subdivision. Without limiting the generality of the foregoing, Declarant may erect and maintain such signs, temporary buildings, model homes, and other structures as Declarant may reasonably deem necessary or proper for the promotion, development, and marketing of land during the Declarant Control Period.

Section 4.30. Contractor Rights. The ACC will have the right to allow an approved Contractor in the Subdivision the right to erect and maintain such signs, model homes, and other structures as the ACC may reasonably deem necessary or proper in connection with Contractor's promotion, development, and marketing of Lots and Residences located within the Subdivision. The approvals granted by the ACC, as described above, are discretionary and may be revoked if in the opinion of the ACC the Contractor does not comply with guidelines established by the ACC or the Declarant. Contractors will be given at least ten (10) days' notice to comply with any decision or action of revocation of approval by the ACC.

Section 4.31. Construction Work. Except in an emergency, or when other unusual circumstances exist as determined by the Board, outside construction work or noisy interior construction work will be permitted only after 6:00 A.M. and before 9:00 P.M.

Section 4.32. Electrical, Telephone, and Other Utility Lines. All electrical, telephone, and other utility lines and facilities that (i) are located on a Lot; (ii) are not within or part of any Residence or Structure; and (iii) are not owned by a governmental entity, a public utility company, or the Association. will be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the ACC.

Section 4.33. Window Coolers. No window or wall type air conditioners or water coolers will be permitted to be used, erected, placed, or maintained on or in any Residence or Structure on any part of the Lot.

Section 4.34. Minimum Home Size. No Residence will be located on any Lot unless it will meet or exceed the minimum square feet (heated living area) requirement established by any applicable zoning ordinance or in no event will the minimum square feet be less than 1,400. The minimum floor space requirement may be reduced by ten percent (10%) on any Lot if approved in writing by the ACC.

Section 4.35. Garages. Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate Structure. All garage doors that are visible from a street must be kept closed at all times except for allowing for ingress and egress. No carports visible from the street will be permitted on any Lot.

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Section 4.36. Flags and Flagpoles. Subject to this Section, and approval by the ACC, Owners may display a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces. The flag of the United States will only be displayed in accordance with 4 U.S.C. Sections 5-10, which qualify the times and occasions for the flag's display, the position of the flag, and respect for the flag. The flag of the State of Texas will only be displayed in accordance with Chapter 31 of the Texas Government Code, as the same may be amended in whole or in part, and any successor statutes. A flagpole attached to a dwelling or a freestanding pole is to be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling on the Lot. The display of the flag, and its location and construction of the supporting flagpole will comply with appropriate ordinances, easements, and setbacks of record, and a displayed flag and flagpole on which it is flown will be maintained in good condition. Any deteriorated flag or structurally unsafe flagpole will be repaired, replaced, or removed. A flagpole attached to the dwelling on a Lot may not exceed six feet (6') in height. A freestanding flagpole will not exceed twenty feet (20') in height, measured from the ground base to the top of the flagpole. Illumination of permitted flags must be sub-surface and not exceed three hundred (300) watts and be positioned in a manner not directed toward an adjacent Lot. A flag displayed on a freestanding flagpole will not be more than ten feet (10') in height, and a flag displayed on a flagpole attached to a dwelling will be no more than three feet (3') by five feet (5'). No more than one of each permitted flag may be displayed on a flagpole at any time. Owners, other than Declarant, may not install flagpoles or display flags on the Common Property without the express written consent of the Association.

Section 4.37. Religious Item Displays. Subject to this Section, and approval by the ACC, Owners may display or affix on the entry to the Owner's Residence one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. No religious item may individually or in combination exceed twenty-five (25) square inches, and will not extend past the outer edge of the door frame of the dwelling. Notwithstanding the foregoing, the display or affixation of a religious item on an Owner's Residence that threatens public health or safety, violates a law, or contains language, graphics, or any display that is patently offensive to a passerby is prohibited. This Section does not authorize an Owner to use material or color for an entry door or door frame, or make an alteration to the door or door frame of the Owner's Residence that is not authorized by the ACC. The Association may remove an item displayed in violation of this Section.

Section 4.38. Solar Energy Devices. Subject to this Section, and approval by the ACC, within forty-five (45) days of submission of a plan, Owners may install solar energy devices on the roof of the Residence or other permitted improvement on a Lot, or in a fenced yard or patio not taller than the fence line. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defined the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power." The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. A solar energy device is not permitted anywhere on a Lot except on the roof of the Residence or other permitted Structure on the Lot or in a fenced yard or patio within the Lot. A solar energy device may not extend higher than the Residence's or other permitted improvement's roofline, and will conform to the slope of the roofline, will have a frame, support bracket, or visible piping that is a silver, bronze, or black tone commonly available in the marketplace, and will be located on a roof as designated by the ACC, unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the ACC. For determining estimated annual energy production, the parties will use a publicly available modeling tool

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provided by the National Renewable Energy Laboratory. A solar energy device located in a fenced yard or patio will not be taller than or extend above the fence enclosing the yard or patio. A solar energy device will not be installed on a Lot in a manner that voids material warranties. A solar energy device that threatens the public health or safety, violates a law, or is located on the Common Property is prohibited. The ACC may not withhold approval if the guidelines of this Section are met or exceeded, unless the ACC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes *prima facie* evidence that substantial interference does not exist. During the Declarant Control Period, Declarant may prohibit or restrict an Owner from installing a solar energy device.

Section 4.39. Rain Barrels and Rain Harvesting Systems. No rain barrel or rainwater harvesting system will be permitted in the Common Property or located on a Lot between the front of the dwelling and an adjoining or adjacent street, be of a color inconsistent with the color scheme of the Owner's dwelling, display any language or other content that is not typically displayed by a barrel or system as it is manufactured. The ACC will regulate the size, type, and shielding of, and the materials used in the construction of a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a dwelling or any other location that is visible from a street, another Lot, or the Common Property, if it does not prohibit the economic installation of the device or appurtenance on the Owner's Lot. There must be reasonably sufficient area on a Lot to install these devices and appurtenances.

Section 4.40. Damaged or Destroyed Residences and Structures. Any Residence or Structure that is damaged must be repaired within thirty (30) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within sixty (60) days and the Lot restored to a clean and attractive condition.

Section 4.41. Traffic Sight Lines. No landscaping that obstructs traffic sight lines may be placed on any Lot.

Section 4.42. Laws and Ordinances. Owners, their lessees, guests, and invitees, will comply with all laws, ordinances, and statutes applicable to their Lot and the Subdivision, and any violation may be considered a violation of this Declaration or other Dedicatory Instrument.

ARTICLE 5
THE ASSOCIATION

Section 5.01. Establishment and Governance. The Association was established by filing its Certificate of Formation with the Office of the Secretary of State of Texas on February 8, 2021, as File Number 0803935003, and is governed by the Certificate of Formation, this Declaration, and the Bylaws. The Association has the powers of a nonprofit corporation and property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

Section 5.02. Board of Directors. The affairs of the Association will be managed by a Board of Directors. The number of Directors will be as set forth in the Bylaws of the Association.

Section 5.03. Bylaws. The Association has adopted Bylaws to govern the organization and operation of the Association and the use and enjoyment of the Lots and Common Property; provided that the same are not in conflict with the terms and provisions in this Declaration.

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Section 5.04. Rules and Regulations. The Board may adopt Rules and Regulations that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any Rules and Regulations.

Section 5.05. Membership and Voting. Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Association has two (2) classes of voting Members during the Declarant Control Period:

(a) Class A. The Owner of each Lot, with the exception of the Declarant, will be a Class A Member and will be entitled to one (1) vote per Lot owned.

(b) Class B. The Declarant will be the sole Class B Member and will be entitled to nine (9) votes for each Lot owned; provided, however, in no event will the Class B Member have less than the total number of Class A votes plus one (1). The Class B Membership will cease and be converted to Class A Membership 15 days after the first of the following events occurs: (i) the expiration of twenty (20) years after the date of the recording of this Declaration; (ii) the date upon which all of the Lots intended by Declarant to be a part of the Subdivision have been conveyed by Declarant to Owners other than Declarant; or (iii) the surrender by Declarant of the authority to appoint and remove Directors and officers by an express amendment to this Declaration executed and recorded by Declarant.

Section 5.06. Appointment of Board of Directors. During the period of time that Declarant is the Class B Member, the Declarant is entitled to appoint and remove the members of the Board of Directors and the officers of the Association. Notwithstanding the foregoing, at least one-third (1/3) of the members of the Board will be elected by the Members of the Association other than the Declarant not later than the one hundred twentieth (120th) day after the date seventy-five percent (75%) of the Lots that may be created and made subject to this Declaration are conveyed to Class A Members; members of the Board so elected will not be removable by the Declarant acting alone.

ARTICLE 6
DUTIES AND POWERS OF THE ASSOCIATION

Section 6.01. General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), will have the duties and powers hereinafter set forth, as set forth in the other Governing Documents, and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Property, and to improve and enhance the attractiveness, desirability, and safety of the Subdivision. The Association, acting through the Board of Directors, the ACC, and any committee established by the Board will have the right and power to enforce the covenants and restrictions contained in this Declaration and all other Governing Documents. The Association will have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers, and obligations of the Association as set forth in this Declaration and other Governing Documents.

Section 6.02. Duty to Manage and Care for the Common Property. The Association will manage, operate, care for, maintain, and repair all Common Property and keep the same in a safe, attractive, and desirable condition for the use and enjoyment of the Members. The duty to operate, manage, and maintain the Common Property will include, but not be limited to, the management, maintenance, repair, and upkeep of the Subdivision and Common Property, as provided in Section 11.05.

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Section 6.03. Power to Levy and Collect Assessments. The Association will levy, collect, and enforce the Assessments as elsewhere provided in this Declaration.

Section 6.04. Power to Acquire Additional Property and Construct Improvements. The Association may acquire additional property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on such property and may demolish existing improvements.

Section 6.05. Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal, and enforce Rules and Regulations, and levy fines, as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Property, and the use of any other property, facilities, or improvements owned or operated by the Association.

Section 6.06. Power to Borrow Money. The Association may borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvements, equipping, and maintenance of Common Property, and in aid thereof to encumber by deed of trust, mortgage or other security interest any or all of the Association's property including Common Property and revenues from Assessments, user fees, and other sources; provided, however, that, during the Declarant Control Period, the Association will not grant or convey to anyone any mortgage, deed of trust, or other security interest on or in Common Property constituting real estate without approval by Declarant.

Section 6.07. Power to Grant Easements. The Association may grant easements or rights of way over Common Property to any municipality or other governmental body, agency, or authority, to any quasi-public agency, or to any utility company or cable television system.

Section 6.08. Power to Contract for Garbage and Rubbish Pickup. The Association may contract on behalf of all Lots for garbage and rubbish pickup, and to charge the Owner of each Lot for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Lots being served into the total cost of providing such garbage and rubbish pickup. If the Association so elects, the charge to each Owner for garbage and rubbish pickup will be in addition to the Assessments described in Article 8.

Section 6.09. Power to Contract for Security and/or Emergency Medical Services. The Association may contract on behalf of all Lots for security and/or emergency medical ambulance services, and to charge the Owner of each Lot for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Lots being served into the total cost of providing such security and/or emergency medical ambulance service. If the Association so elects, the charge to each Owner for security and/or emergency medical ambulance service will be in addition to the Assessments described in Article 8.

ARTICLE 7
ARCHITECTURAL CONTROL

Section 7.01. Architectural Control Committee Creation and Composition.

(a) An Architectural Control Committee (the "**ACC**") will be established consisting of not less than three (3) nor more than five (5) individuals; provided, however, that the ACC will always have an uneven number of members. Notwithstanding anything to the contrary contained herein, Declarant will have the right, but not the obligation, to appoint all members of the ACC, until the plans for all of the Residences on all of the Lots in the

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Subdivision have been approved by the ACC. Thereafter, the Board will appoint the members of the ACC. All costs of operating the ACC may, at the discretion of Declarant, be borne by the Association.

(b) ACC members serve until resignation or removal. Any ACC member may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation will take effect on receipt thereof by the Chairman. Any member of the ACC may be removed at any time with or without cause by the Declarant (or Board if at the time the Board has the right to appoint members of the ACC).

Section 7.02. Purpose, Powers, and Duties of the ACC. The purpose of the ACC is to assure that any installation, construction, or alteration of any Residence or Structure on any Lot will be submitted to the ACC for approval (i) as to whether the proposed installation, construction, or alteration is in conformity and harmony of external design and general quality with the existing standards of the Subdivision and the Design Standards, and (ii) as to the location of Residences and Structures with respect to topography, finished ground elevation, and surrounding Residences and Structures. To the extent necessary to carry out such purpose, the ACC will have all of the powers and duties to do each and every thing necessary, suitable, convenient, or proper for, in connection with, or incidental to the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction, or alteration of any Residence or Structure on any Lot.

Section 7.03. Officers, Subcommittees, and Compensation. The members of the ACC will appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ACC as they will from time to time determine necessary. The members of the ACC will be reimbursed by the Association for traveling expenses and other reasonable out-of-pocket costs incurred in the performance of their duties as members of the ACC.

Section 7.04. Operations of the ACC.

(a) Meetings. The ACC will hold meetings as may be established by the ACC. Meetings may be called by the Chairman and will be called by the Chairman upon the written request of a Majority of the members of the ACC then in office. Meetings of the ACC will be held at such time and at such place as the ACC will specify. Notice of each meeting of the ACC will be mailed to each member thereof at his residence or at his usual place of business at least ten (10) days before the day the meeting is to be held. Notice of meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC will constitute a waiver of notice of such meeting and will constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a Majority of the members then in office will constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a Majority of the members of the ACC present at any meeting thereof at which a quorum is present will constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum will be present. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called. The ACC will maintain both a record of votes and minutes for each of its meetings. The ACC will make such records and minutes available at reasonable places and times for inspection by Members of the Association and by the Association's

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Secretary. Any action required to be taken at a meeting of the ACC, or any action that may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, will be signed by all the members of the ACC and be filed with the minutes of the proceedings of the ACC. Such consent will have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

(i) The ACC will adopt and promulgate the Design Standards described in Section 7.05 hereof and will, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC will, as required, issue permits, authorizations, or approvals that may include specific requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified will be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or by the applicant to the ACC as provided in this paragraph. Written notice of the decision of such two (2) or more members will, within five (5) working days thereof, be given to any applicant for an approval, permit, or authorization. The applicant may, within ten (10) days after receipt of notice of any decision that he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed will be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a Majority of the members of the ACC with respect to such matter will be final and binding.

Section 7.05. Design Standards.

(a) The ACC will from time to time adopt, promulgate, amend, revoke, and enforce guidelines (the "**Design Standards**") for the purposes of:

(i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;

(ii) governing the procedure for such submission of plans and specifications;

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Residences and Structures and all other matters that require approval by the ACC pursuant to this Declaration; and

(iv) assuring the conformity and harmony of external design and general quality of the Subdivision.

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(b) The ACC will cause the Design Standards to be filed of record in the Official Public Records of Tarrant County, Texas, and will make a copy of same readily available to Members and prospective Members of the Association and to all applicants seeking the ACC's approval.

Section 7.06. Submission of Plans and Specifications. No Residence or Structure will be commenced, erected, placed, moved onto, or permitted to remain on any Lot, nor will any existing Residence or Structure upon any Lot be altered in any way that materially changes the exterior appearance of the Residence, Structure, or Lot, unless plans and specifications therefor are in such form and contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to:

(a) a site plan showing the location of proposed and existing Residence and Structures on the Lot including building setbacks, open space, driveways, walkways, and parking spaces, including the number thereof, and all siltation and erosion control measures;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of proposed Residence and/or Structures and alterations to existing Residence or Structures, as such Residence or Structures will appear after all back-filling and landscaping are completed;

(e) specifications of materials, color scheme, lighting scheme, and other details effecting the exterior appearance of proposed Residence and Structures and alterations to existing Residence or Structures; and

(f) plans for landscaping and grading.

Section 7.07. Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, two (2) copies of such plans and specifications, as approved, will be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, will be returned to the applicant submitting the same. Approval of any plans and specifications will not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use in connection with any other Lot. Approval of any such plans and specifications, however, will be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Section 7.08. Disapproval of Plans and Specifications. The ACC will have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

(a) the failure to include information in such plans and specifications as may have been reasonably requested;

(b) the failure of such plans or specifications to comply with this Declaration or the Design Standards; or

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(c) any other matter that, in the judgment of the ACC, would be likely to cause the proposed installation, construction, or alteration of a Residence or Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for the Subdivision as set forth in the Design Standards, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Residences and Structures. In any case in which the ACC disapproves any plans and specifications submitted hereunder, or approves the same only as modified or upon specified conditions, such disapproval or qualified approval will be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC will, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

Section 7.09. Obligation to Act. The ACC will take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, will be placed in writing on the plans and specifications and will be returned to the applicant. Failure by the ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval will be deemed approval of such plans and specifications.

Section 7.10. Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable times or times, enter upon any Lot and Residence or Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Residence or Structure or the use of any Lot, Residence, or Structure is in compliance with the provisions of this Declaration, and neither the Association, nor the ACC, nor any such agent will be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

Section 7.11. Violations. If any Residence or Structure will be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration will be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation has occurred, the ACC will notify the Association and the Association will take appropriate measures to correct the violation, as allowed by this Declaration.

Section 7.12. Certification of Compliance.

(a) Upon completion of the installation, construction, or alteration of any Residence or Structure in accordance with plans and specifications approved by the ACC, the ACC will, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Residence or Structure and the Lot upon which such Residence or Structure is placed, and stating that the plans and specifications have been approved and that such Residence or Structure complies with such plans and specifications. A copy of said Certificate will be filed for permanent record with the plans and specifications on file with the ACC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section will be *prima facie* evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such Certificate will be conclusive evidence that the Residence and all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate will in no way be construed to certify the acceptability, sufficiency, or approval by the ACC of the actual construction of the Residence or Structures or of the workmanship, or to represent or warrant to anyone the quality, function, or operation of the Residence or Structures or of

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any construction, workmanship, engineering, materials, or equipment. The issuance of the Certificate will in no way be construed to certify to any party that the Residence or Structures have been built in accordance with any applicable rule or regulation.

Section 7.13. Fees. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of review of plans and of inspections performed pursuant to this Article. The fee will be established from time to time by the ACC and published in the Design Standards.

Section 7.14. Nondiscrimination by ACC. The ACC will not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age, or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration will not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age, or national origin.

Section 7.15. Disclaimer as to ACC Approval. Plans and specifications are not reviewed for all systems, mechanical, plumbing, electrical, engineering, or structural design or quality of materials, and by approving such plans and specifications neither the ACC, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any Residence or Structure constructed from such plans and specifications. Neither Declarant, the Association, the ACC, the Board, nor the officers, directors, members, employees, and agents of any of them will be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner on whose behalf plans or specifications are submitted agrees that he will not bring any action or suit against Declarant, the Association, the ACC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, quitclaims, and covenants not to sue for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance, and hereby waives the provisions of any law that provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 7.16. Modification Committee.

(a) The ACC will establish a modifications committee (the "**Modifications Committee**") to exercise exclusive jurisdiction over the modifications, additions, or alterations made on, or to, existing Residences or Structures, and will have such other responsibilities as may be delegated to it by the ACC.

(b) The Modifications Committee will set standards, review, and act upon all proposed modifications or improvements to those Lots where Residences have been constructed and sold and are owned by someone other than the Declarant, its successors or assigns or a Contractor. This Committee will be comprised of no less than three (3) members with at least two (2) members required to be members of the Association. The Modifications Committee will be governed by the Board and will generally adhere to all the provisions set forth in this Declaration for the ACC pertaining to approval of plans and specifications.

(c) The Modifications Committee will promulgate detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following will apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations will be submitted to the Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing Residences and Structures and as to location in

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relation to surrounding Residences, Structures, topography, and finish grade elevation. Nothing contained herein will be construed to limit the right of the Owner to remodel the interior of a Residence or Structure or to paint the interior of a Residence or Structure any color desired.

ARTICLE 8
ASSESSMENTS

Section 8.01. Authority. The Association may levy Assessments to be used to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Property. Such use may include, but is not limited to, security, the acquisition, construction, improvement, maintenance, insuring, and equipping of the Common Property, maintenance of private driveways or other improvements or landscaping that are designated by Declarant to be maintenance obligations of the Association, the enforcement of the restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association including, without limitation, any ad valorem real and personal property taxes on any real and personal property owned by the Association, and the payment of all principal and interest when due on all debts owed by the Association.

Section 8.02. Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues and will survive any sale or transfer of the Lot owned by him, provided, however, that such personal obligation for delinquent Assessments will not pass to an Owner's successor in title unless expressly assumed by such successor.

Section 8.03. Commencement. A Lot becomes subject to Assessments upon conveyance of the Lot by Declarant (the "**Commencement Date**"). In the event that the Commencement Date falls on a day other than the first (1st) day of the Fiscal Year, the regular Assessment for such Fiscal Year will be prorated so that the Owner pays a regular Assessment proportional to the number of days remaining in the Fiscal Year.

Section 8.04. Accumulation of Funds Permitted. The Association will not be obligated to spend in any Fiscal Year all sums collected in such Fiscal Year by way of regular Assessments, or otherwise, and may carry forward, as surplus, any balances remaining; nor will the Association be obligated to apply such surplus to the reduction of the amount of the regular Assessment in any succeeding Fiscal Year, but may carry forward from Fiscal Year to Fiscal Year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purpose.

Section 8.05. Regular Assessment.

(a) Rate. Regular Assessments are levied by the Board, annually. The initial amount of the regular Assessment is $300.00 per Lot annually (until changed by the Board, or as otherwise provided herein).

(b) Changes to Regular Assessments. The Association, shall have the right at any time, to adjust the regular Assessment from year to year as it deems proper to meet the reasonable operating expenses and Reserve Fund requirements of the Association in order for the Association to carry out its duties hereunder.

(c) Collections. Regular Assessments will be collected annually, in advance. The date the regular Assessment is due will be set by the Board. Written notice of the regular

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Assessment will be sent to every Owner at least thirty (30) days before its due date. The Board may establish reasonable payment procedures to allow or require payment of the regular Assessment in installments during the Fiscal Year.

Section 8.06. Common Property Maintenance Reserve Fund.

(a) If there is Common Property, a Perimeter Wall, or Perimeter Wall Landscaping [there is no Common Property, Perimeter Wall, or Perimeter Wall Landscaping for the Lots covered by this Declaration as initially filed, but these items may be added in the future], the Board may establish a Common Property Maintenance Reserve Fund (the "**Reserve Fund**") for the maintenance, repair, and reconstruction of the Common Property, the Perimeter Wall, and the Perimeter Wall Landscaping. If established, the Reserve Fund will not be co-mingled with any other Association fund. The Reserve Fund fee may be collected as part of the regular Assessment, subject to the limitations established in this Section.

(b) If the Association desires, it may maintain an insurance policy in effect for the specific purpose of any required repair, maintenance, or reconstruction of any Common Property, Perimeter Wall, and Perimeter Wall Landscaping. The premiums for such insurance policy will be paid directly from the funds collected in the regular Assessment by the Association. Maintaining such an insurance policy will not, however, release the Association from its obligation to maintain and keep in good repair the Common Property, the Perimeter Wall, and the Perimeter Wall Landscaping in the manner herein provided.

Section 8.07. Special Assessments. In addition to the regular Assessments authorized by this Article 8, the Board may levy, with such frequency as the Board deems necessary, special Assessments for the purpose of paying, in whole or in part, any operating expenses, as well as the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Property, on any private drives designated by Declarant to be a maintenance obligation of the Association, or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the regular Assessments. Written notice of the terms of the special Assessments will be sent to every Owner. Special Assessments must be approved by a majority of the Members by vote in person or by proxy at a meeting held in accordance with the provision of this Declaration and the Bylaws of the Association. Notwithstanding the foregoing, if an emergency exists such that that Board determines that the repair of a capital improvement upon the Common Property is necessary to eliminate or reduce the risk of injury to third parties, and there is not enough money held by the Association, in reserve or otherwise, to repair the capital improvement to reduce or eliminate this risk, the Board may levy a special Assessment in an amount sufficient to repair the capital improvement to reduce or eliminate such risk without the affirmative vote of a majority of the Members. The Board will also establish payment procedures for payment of any special Assessments, which may be levied in accordance with this Section.

Section 8.08. Specific Assessments. The Board will have the power to specifically assess any Owner pursuant to this Section as it, in its discretion, deems appropriate. Failure of the Board to exercise its authority under this Section will not be grounds for any action against the Association or the Board and will not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess Owners for the following expenses, except for expenses incurred for maintenance and repair of items that are the maintenance responsibility of the Association as provided herein:

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(a) expenses of the Association that benefit less than all of the Lots that may be specifically assessed equitably among all of the Lots that are benefitted according to the benefit received;

(b) expenses incurred by the Association pursuant to Section 4.16 hereof; and

(c) reasonable fines as may be imposed in accordance with the terms of this Declaration and the Bylaws.

Section 8.09. Fines. The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

Section 8.10. Transfer Fees. A transfer fee may be charged by the Association to reflect changes of ownership, tenancy, or occupancy on the records of the Association.

Section 8.11. Delinquent Assessments. Any Assessment not paid within thirty (30) days after it is due is delinquent.

Section 8.12. Late Charges and Interest. A late charge is assessed for delinquent payments. Delinquent Assessments accrue interest at the lower of (i) the highest legal rate of interest allowable, or (ii) the rate of eighteen percent (18%) per annum, or (iii) another rate as the Board may from time to time establish, provided, however, in no event will the Board have the power to establish a rate of interest in violation of the laws of the State of Texas.

Section 8.13. Uniform Rate of Assessment. Both regular and special Assessments must be fixed at a uniform rate for all Lots, subject to Sections 8.14 and 8.15.

Section 8.14. Payment of Assessments by Declarant during Declarant Control Period. Notwithstanding any provision herein to the contrary, during the Declarant Control Period, Declarant will not be liable for the payment of any Assessments, provided, however, during said Declarant Control Period, Declarant will advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for the Reserve Fund), and the sum of regular, special, and specific Assessments collected by the Association in any Fiscal Year, and such advances will be evidenced by promissory notes from the Association to Declarant.

Section 8.15. Assessments for Contractors. From the date a Contractor acquires a Lot until the earlier of (i) the date a Residence is constructed thereon and sold to another person or (ii) the date that is eighteen (18) months thereafter, each Contractor will pay fifty percent (50%) of the Assessments such Contractor would owe pursuant to this Declaration as a Class A Member.

ARTICLE 9
COLLECTION OF ASSESSMENTS

Section 9.01. Creation of Lien. In order to secure the payment of the Assessments, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot, which may be foreclosed judicially or by Expedited Foreclosure Proceedings, pursuant to the provisions of Section 209.0092 of the Texas Residential Property Owners Protection Act and Texas Rules of Civil Procedure 735 and 736 (and any successor statutes and rules); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. Expedited Foreclosure Proceedings are not required under this Section if the Owner of the Lot to be

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foreclosed agrees in writing to waive said Expedited Foreclosure Proceedings at the time the foreclosure is sought. A waiver under this Section may not be required as a condition of the transfer of title to a Lot.

Section 9.02. Subordination of Lien. The lien herein granted and reserved to the Association has priority over any other lien except:

(a) a lien for real property taxes and other governmental assessments or charges against a Lot;

(b) a lien or encumbrance recorded before this Declaration is recorded;

(c) a first vendor's lien or first Deed of Trust Lien recorded before the date on which the Assessment sought to be enforced becomes delinquent under this Declaration or other Governing Documents; and

(d) a lien for construction of improvements to a Lot or an assignment of the right to insurance proceeds on the Lot if the lien or assignment is recorded or duly perfected before the date on which the Assessment sought to be enforced becomes delinquent under this Declaration or other Governing Documents.

Section 9.03. Prerequisites to Foreclosure. Prior to referring an Owner's account to a Collection Agent, the Association will provide written notice, by certified mail, return receipt requested, that specifies each delinquent amount and the total amount of the payment required to make the account current, describes the options the Owner has to avoid the referral including payment plan options, and provides at least thirty (30) days to cure the delinquency before further action is taken.

Section 9.04. Collection Fees. Owners are not liable for costs that are dependent or contingent on amounts recovered, or under an agreement that does not require the Association to pay all fees for the action taken by the Collection Agent.

Section 9.05. Costs, Attorney's Fees, and Expenses. If the Association complies with all applicable notice requirements, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

Section 9.06. Contact. An agreement between the Association and a Collection Agent may not prohibit an Owner from contacting the Association's Board of Directors or Managing Agent regarding their delinquency.

Section 9.07. Non-Transferability of Lien. The Association will not sell or transfer its interest in accounts receivable except for the purpose of collateral for a loan.

Section 9.08. Alternative Payment Schedule. Pursuant to Section 209.0062 of the Texas Residential Property Owners Protection Act, the Association hereby adopts the following guidelines with regard to alternative payment schedules for delinquent Assessments and other amounts owed by an Owner:

(a) Term. The minimum term for a payment agreement will be (3) three months and the maximum will be (18) eighteen months from the date of the Owner's request for a payment plan. Subject to such minimum and maximum terms, the Association will determine the appropriate term of the payment plan in its sole discretion.

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(b) Form. Any and all alternative payment agreements will be in writing and signed by the Owner and a duly authorized member of the Board of the Association.

(c) Additional Monetary Expense. So long as an Owner is not in default under the terms of the payment agreement, the Owner will not incur additional monetary expenses; however, the Owner will be responsible for all interest accruing during the term of the payment plan as well as reasonable costs associated with administering the payment plan or interest.

(d) Application of Payments. If at the time the Association receives a payment, the Owner is not in default under an alternative payment agreement, the Association will apply the payment to the Owner's debt in the following order of priority: (i) any delinquent Assessment; (ii) any current Assessment; (iii) any attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure; (iv) any attorney's fees incurred by the Association that are not subject to subsection (iii); (v) any fines assessed by the Association; and (vi) any other amounts owed to the Association.

(e) Default. If the Owner defaults under a payment plan agreement, the account may immediately be turned over to the Association's attorney for collection. The Association will not be required to enter into an alternative payment agreement with an Owner who failed to honor the terms of a previous payment agreement during the two (2) years following the Owner's default under the previous alternative payment agreement. At the discretion of the Association, an Owner who failed to honor the terms of a previous payment agreement may be required to waive Expedited Foreclosure Proceedings under Section 209.0092 of the Texas Residential Property Owners Protection Act as a condition to an additional alternative payment agreement. If, at any time the Association receives a payment from an Owner who is in default of an alternative payment agreement, the Association is not required to apply the payment in the order of priority specified by subsection (d), (i) through (vi) of this Section 9.08. The Association may reduce or waive some or all of the charges addressed by this policy on an *ad hoc* basis without waiving the right to charge such fees on future requests.

Section 9.09. Notice and Opportunity to Cure for Certain Other Lienholders. The Association may not foreclose its Assessment lien by Expedited Foreclosure Proceedings or judicially unless it has: provided written notice by certified mail, return receipt requested, of the total amount of the delinquency to any other holder of a lien that is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and provided the recipient of the notice an opportunity to cure within sixty-one (61) days from the receipt of the notice.

Section 9.10. Foreclosure Sale Prohibited in Certain Circumstances. The Association may not foreclose its Assessment lien for debts consisting solely of fines or attorney's fees associated with the fines assessed, or for copy charges under its Open Records Policy, pursuant to Section 209.005 of the Texas Residential Property Owners Protection Act.

Section 9.11. Assessment Lien Filing. In addition to the right of the Association to enforce the Assessments levied hereunder, the Association may file a claim of lien against the Lot of the delinquent Owner by recording a Notice of Lien setting forth (i) the amount of the claim of delinquency, (ii) the interest thereon, (iii) the costs of collection that have accrued thereon, (iv) the legal description and street address of the Lot against which the lien is claimed and (v) the name of the Owner. The Notice of Lien will be recorded in the Official Public Records of Tarrant County, Texas, is a legal instrument affecting title to a Lot, and will be prepared by the Association's attorney. When all amounts claimed under the

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Notice of Lien and all other costs and Assessments that may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association will execute and record a notice of satisfaction of the delinquent Assessment upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such instrument.

Section 9.12. Attorney's Fees. All attorney's fees, costs, and other amounts collected from an Owner will be deposited into an account maintained at a financial institution in the name of the Association or its Managing Agent. Only Board members or the Association's Managing Agent or employees of its Managing Agent may be signatories on the account. On written request from the Owner, the Association will provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

Section 9.13. Notice After Foreclosure Sale. After the Association conducts a foreclosure sale of an Owner's Lot, the Association must send to the Owner and to each lienholder of record, not later than the thirtieth (30th) day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the Lot Owner and each lienholder of record of the right of the Lot Owner and lienholder to redeem the property. The notice must be sent by certified mail, return receipt requested, to the Lot Owner's last known mailing address, as reflected in the records of the Association, the address of each holder of a lien on the Lot subject to foreclosure evidenced by the most recent deed of trust filed of record in the real property records of the county in which the property is located, and the address of each transferee or assignee of a deed of trust who has provided notice to the Association of such assignment or transfer. Notice provided by a transferee or assignee to the Association will be in writing, will contain the mailing address of the transferee or assignee, and will be mailed by certified mail, return receipt requested, or United States mail with signature confirmation to the Association according to the mailing address of the Association pursuant to the most recent Management Certificate filed of record. If a recorded instrument does not include an address for the lienholder, the Association does not have a duty to notify the lienholder as provided by this Section. For purposes of this Section, the Lot Owner is deemed to have given approval for the Association to notify the lienholder. Not later than the thirtieth (30th) day after the date the Association sends the notice, the Association must record an affidavit in the Official Public Records, stating the date on which the notice was sent and containing a legal description of the Lot. Any person is entitled to rely conclusively on the information contained in the recorded affidavit. The notice requirements of this section also apply to the sale of an Owner's Lot by a sheriff or constable conducted as provided by a judgment obtained by the Association.

Section 9.14. Right of Redemption After Foreclosure. The Owner of a Lot in the Subdivision or a lienholder of record may redeem the property from any purchaser at a sale foreclosing the Association's Assessment lien not later than the one hundred eightieth (180th) day after the date the Association mails written notice of the sale to the Owner and the lienholder under Sections 209.010 and 209.011 of the Texas Residential Property Owners Protection Act. A lienholder of record may not redeem the Lot as provided herein before ninety (90) days after the date the Association mails written notice of the sale to the Lot Owner and the lienholder under the Texas Residential Property Owners Protection Act, and only if the Lot Owner has not previously redeemed. A person who purchases a Lot at a sale foreclosing the Association's Assessment lien may not transfer ownership of the Lot to a person other than a redeeming Lot Owner during the redemption period.

Section 9.15. Removal of Foreclosure Authority. The right to foreclose the lien on real property for unpaid amounts due to the Association may be removed by a vote of at least sixty-seven percent (67%) of the total votes allocated in the Association. Owners holding at least ten percent (10%) of all voting interests may petition the Association and require a special meeting to be called for the purposes of taking a vote for the purposes of this section. This section is required pursuant to Section 209.0093 of

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the Texas Residential Property Owners Protection Act, and should this provision be amended or repealed in any form, this section will be deemed to be automatically amended or repealed in accordance therewith.

ARTICLE 10
ENFORCEMENT OF RESTRICTIONS

Section 10.01. Power to Enforce Restrictions Contained in Association Governing Documents. The Association or its designated agent will have the power to enforce the provisions of this Declaration, Bylaws, Design Standards, and the Rules and Regulations and will take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner. Without limiting the generality of the foregoing, the Association will have the power to enforce the provisions of the Governing Documents, after notice and hearing as required by law, by any one or more of the following means: (i) by entry upon any Lot within the Subdivision (unless a bona fide emergency exists in which event this right of entry may be exercised without written or oral notice to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability in trespass or otherwise by the Association to the Owner thereof, for the purpose of enforcement; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach; (iii) by exclusion of any Owner from use of any recreational facilities within the Common Property during and for up to sixty (60) days following any breach, unless the breach is a continuing breach in which case such suspension will continue for so long as such breach continues; (iv) by levying and collecting reimbursement to the Association for the costs incurred by the Association (including, but not limited to pre-litigation attorney's fees) in connection with the remedy of such breach; (v) by levying and collecting reasonable and uniformly applied fines and penalties established in advance in the Rules and Regulations of the Association, from any Member for breach of the Governing Documents; and/or (vi) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Owner, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Section 10.02. Power of Owners to Enforce. An Owner may bring an action against another Owner to enforce, or enjoin a violation of, the Governing Documents.

Section 10.03. Duty to Provide Notice Before Enforcement Action. Before the Association may suspend an Owner's right to use the Common Property, file a suit against an Owner other than a suit to collect a regular or special Assessment or foreclose under the Association's lien, charge an Owner for property damage, or levy a fine for a violation of the Declaration, Bylaws, Design Standards, or Rules and Regulations, the Association or its Managing Agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner and inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months), may request a hearing under Section 209.007 of the Texas Residential Property Owners Protection Act on or before the thirtieth (30th) day after the date the Owner receives the notice, and may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty.

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Section 10.04. Hearing Before Board; Alternative Dispute Resolution. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board of Directors if a committee is not appointed. If a hearing is to be held before a committee, the notice prescribed by Section 209.006 of the Texas Residential Property Owners Protection Act must state that the Owner has the right to appeal the committee's decision to the Board by written notice. The Association will hold a hearing under this section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and will notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. The Owner's presence is not required to hold a hearing. The parties may agree to use alternative dispute resolution services.

Section 10.05. Attorney's Fees. The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing restrictions contained in its Governing Documents only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a certain date. An Owner is not liable for attorney's fees incurred by the Association relating to a matter described by the notice under this Section if the attorney's fees are incurred before the conclusion of the hearing; or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. All attorney's fees, costs, and other amounts collected from an Owner will be deposited into an account maintained at a financial institution in the name of the Association or its Managing Agent. Only Board members or the Association's Managing Agent or employees of its Managing Agent may be signatories on the account. On written request from the Owner, the Association will provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

Section 10.06. No Waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors, and assigns, to enforce any restrictions herein contained will in no event be considered a waiver of the right to do so thereafter as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE 11
COMMON PROPERTY

Section 11.01. Conveyance of Common Property.

(a) The Declarant may from time to time convey property or grant easements to be used as Common Property to the Association, at no expense to the Association and in accordance with this Section, for the common use and enjoyment of the Owners and, to the extent set forth in this Declaration, the general public.

(b) The Association will be obligated to accept title to, operate, and maintain the Common Property conveyed to the Association as elsewhere provided in this Declaration; provided, however, such Common Property will be conveyed to the

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Association by Declarant free and clear of all encumbrances, except such encumbrances as may be set forth herein or on any recorded plat of the Subdivision.

(c) It is contemplated by the Declarant that the Declarant will convey to the Association any Common Property needed for access, ingress, and egress of both vehicular traffic and pedestrians, as well as for landscaping and security purposes. The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce, and otherwise change the Common Property (or the use to be made thereof) contemplated to be conveyed to the Association in accordance with this subsection (c) of Section 11.01 at any time prior to conveyance of such Common Property to the Association.

(d) In addition to the property described in subsection (c) of this Section 11.01, the Declarant may convey to the Association in accordance with this Section 11.01 such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the development of the Subdivision.

(e) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in any portion of the Property owned by the Declarant and designated as Common Property or designated for public use will be reserved to the Declarant until such time as the same will be conveyed to the Association or to any municipality or other governmental body, agency, or authority.

(f) Common Property will also include all real and personal property acquired by the Association for the common use and enjoyment of the Owners, and to the extent set forth in this Declaration, the general public.

(g) Common Property will also include any wall easement described on the Plat or on any Plat of future lots annexed into the Property covered by this Declaration, which Plat is incorporated herein by reference for all purposes, and any Structure that is constructed thereon.

Section 11.02. Types of Common Property. At the time of the conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant will designate in the deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used and in such event, such real property or portion thereof will not, without approval of sixty-seven percent (67%) of the Members by a vote in person or by proxy at a meeting held in accordance with the provision of this Declaration and the Bylaws of the Association, be used for any different purpose or purposes without the prior written consent of the Declarant.

Section 11.03. Right of Enjoyment. Every Owner will have a right and easement to use the Common Property (if any), which right will be appurtenant to and will pass with the title to every Lot upon transfer; provided, however, that no Owner will do any act that interferes with the free use and enjoyment of the Common Property by all other Owners, and subject to the following provisions:

(a) This Declaration, as it may be amended from time to time;

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(b) Any restrictions or limitations contained in any deed conveying additional Common Property to the Association;

(c) The right of the Board to limit the number of guests who may use the Common Property, and to adopt other Rules and Regulations regulating the use and enjoyment of the Common Property;

(d) The right of the Board to suspend the right of an Owner to use any recreational facilities within the Common Property for any period during which any Assessment or portion thereof owed by such Owner remains delinquent, and for a period not to exceed sixty (60) days for a single violation, or for a longer period in the case of any continuing violation, of the Declaration, Bylaws, or Rules and Regulations of the Association;

(e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Property, subject to the approval of sixty-seven percent (67%) of the Members by a vote in person or by proxy at a meeting held in accordance with the provision of this Declaration and the Bylaws of the Association;

(f) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees (which fees will be separate from Assessments) for the use of any recreational facility situated upon the Common Property;

(g) The right of the Board to permit non-Member use of any recreational facility situated on the Common Property upon payment of user fees established by the Board;

(h) All easement rights necessary or desirable for the Association to perform its duties and enforce this Declaration;

(i) The right of the Association, acting through the Board, to grant easements pursuant to this Declaration; and

(j) The right of the Association, acting through the Board, to enter into and execute contracts with any party for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

Section 11.04. Delegation of Use. Any Owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the Bylaws, his right to use and enjoy the Common Property.

Section 11.05. Association's Maintenance Obligations of Common Property:

(a) The Association will maintain and keep in good repair the Common Property (if any) including, without limitation, all landscaping and improvements situated on the Common Property. In addition to the maintenance of the Common Property, the Association will have the obligation to maintain, repair, and replace all grass, trees, shrubbery or other plantings, sidewalks, fences, walls, street lights, benches, trash receptacles, sprinkler systems, informational and directional street signage installed by Declarant, security gates, and any other property Declarant or the City of Fort Worth designates as a maintenance obligation of the Association by an amendment to this Declaration.

(b) The Association will maintain and keep in good repair any Perimeter Wall and the Perimeter Wall Landscaping. The Association will maintain and replace all grass, trees, shrubbery, ground cover or other plantings, and repair and replace any sprinkling system

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or systems that are part of any Perimeter Wall Landscaping. The Association will pay all utility charges incurred because of the sprinkling system or systems that are part of any Perimeter Wall Landscaping.

ARTICLE 12
SUBDIVISION INFORMATION

Section 12.01. Delivery of Subdivision Information to Owner. Not later than the tenth (10th) business day after the date a written request for Subdivision information is received from an Owner or the Owner's agent, a purchaser of a Lot or Lots in the Subdivision or the purchaser's agent, or a title insurance company or its agent acting on behalf of the Owner or purchaser, and the evidence of the requestor's authority to order a resale certificate is received and verified, the Association will deliver to the Owner or the Owner's agent, the purchaser or the purchaser's agent, or the title insurance company or its agent a current copy of the Declaration, Bylaws, and Rules of the Association and a resale certificate prepared not earlier than the sixtieth (60th) day before the date of delivery that complies with Texas Property Code Section 207.003, as the same may be amended in whole or in part, and any successor statutes. For a request from a purchaser of property in the Subdivision or the purchaser's agent, the Association may require the purchaser or purchaser's agent to provide to the Association, before the Association begins the process of preparing or delivers the items listed, reasonable evidence that the purchaser has a contractual or other right to acquire property in the Subdivision. A resale certificate must contain a statement of any right of first refusal, other than a right of first refusal that is prohibited by statute, and any other restraint contained in the Governing Documents that restricts the Owner's right to transfer the Owner's Lot, the frequency and amount of regular Assessments and Reserve Fund fees, the amount and purpose of any special Assessment that has been approved before and is due after the resale certificate is delivered, the total of all amounts due and unpaid to the Association that are attributable to the Owner's Lot, capital expenditures, if any, approved by the Association for the current Fiscal Year, the amount of reserves, if any, for capital expenditures, the Association's current operating budget and balance sheet, the total of any unsatisfied judgments against the Association, the style and cause number of any pending lawsuit in which the Association is a party, other than a lawsuit relating to unpaid *ad valorem* taxes of an individual member of the Association, a copy of a certificate of insurance showing the Association's property and liability insurance relating to the Common Property, a description of any conditions on the Owner's Lot that the Board has actual knowledge are in violation of the Declaration or Bylaws or Rules, a summary or copy of notices received by the Association from any governmental authority regarding health or housing code violations existing on the preparation date of the resale certificate relating to the Owner's Lot or any Common Property the amount of any administrative or transfer fee charged by the Association or its Managing Agent for a change of ownership of Lots in the Subdivision, the name, mailing address, and telephone number of the Association's Managing Agent, a statement indicating whether the restrictions allow foreclosure of the Association's lien on the Owner's Lot for failure to pay Assessments, and a statement of all fees associated with the transfer of ownership, including a description of each fee, to whom each fee is paid, and the amount of each fee. The Association may charge a reasonable fee to assemble, copy, and deliver the information required by this Section and may charge a reasonable fee to prepare and deliver an update of a resale certificate. The Association may require payment before beginning the process of providing a resale certificate but may not process a payment until the resale certificate is available for delivery. The Association may not charge a fee if the resale certificate is not provided in the time prescribed. The Association will deliver the information required to the person specified in the written request. A written request that does not specify the name and location to which the information is to be sent is not effective. The Association may deliver the information required and any update to the resale certificate by mail, hand delivery, or alternative delivery means specified in the

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written request. Neither the Association nor its Managing Agent is required to inspect a Lot before issuing a resale certificate or an update. Not later than the seventh (7th) business day after the date a written request for an update of a resale certificate is received from an Owner, Owner's agent, or title insurance company, the Association will deliver to the Owner, Owner's agent, or title insurance company or its agent an updated resale certificate that contains the following information: if a right of first refusal or other restraint on sale is contained in the Governing Documents, a statement of whether the Association waives the restraint on sale; the status of any unpaid regular or special Assessments, Reserve Fund fees, dues, or other payments attributable to the Owner's Lot(s); and any changes to the information provided in the resale certificate issued previously. Requests for an updated resale certificate must be made within one hundred eighty (180) days of the date the original resale certificate was issued. The updated request may be made only by the party requesting the original resale certificate.

Section 12.02. Online Subdivision Information. The Association will make the Governing Documents relating to the Subdivision and filed in Official Public Records of Tarrant County, Texas, available on its website if the Association has, or its Managing Agent on behalf of the Association maintains, a publicly accessible website. [As of the date of filing this Declaration there is no website.]

ARTICLE 13
DURATION AND AMENDMENT

Section 13.01. Duration. The provisions hereof will run with and bind the Property and be binding upon all Owners and persons claiming under them for perpetuity. The provisions of this Section 13.01 will not be subject to amendment.

Section 13.02. Amendments by Declarant. Declarant, during the Declarant Control Period, reserves the sole and exclusive right, without joinder or consent of any Owner or mortgagee, to (i) amend, restate, modify, or repeal this Declaration and other Governing Documents; and (ii) amend, revise, modify, or vacate any Plat.

Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 13.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Subdivision (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination that is in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lot subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender, purchaser, or guarantor of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Declaration, (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration, or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration. This Declaration or other Governing Document of the Subdivision may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owner Members, assumes office.

Section 13.03. Amendments by Owners. This Declaration may be amended or restated by the written agreement or by signed ballots voting for such of not less than sixty-seven percent (67%) of all of the Owners in the Subdivision. There will be one (1) vote per Lot. Anyone owning more than one Lot will have one (1) vote for each Lot owned. Such amendment must be approved by said Owners within three hundred and sixty-five (365) days of the date the first Owner executes such amendment. Otherwise, such amendment will fail. If the amendment is adopted it will bind and affect the respective Lots whose

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Owners will approve such amendment from the time after the date such amendment is approved by each Owner. The date an Owner's signature is acknowledged will constitute *prima facia* evidence of the date of execution and adoption of said amendment by such Owner. Those Members entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members duly called for such purpose, written notice of which will be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and will set forth the purpose of such meeting. Any such amendment will become effective when an instrument is filed for record in the Official Public Records of Tarrant County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

Section 13.04. Amendments by Association. The Board of Directors has the right in its sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any Owner or Member for the following purposes:

(a) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein;

(b) to conform this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby;

(c) to conform this Declaration to the requirements of any governmental agency, and in this respect, the Board will so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance;

(d) to amend the Rules and Regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Subdivision; and

(e) to amend the alternative payment schedule for certain Assessments, open records policy, records retention policy, and/or other policies to comply with the Texas Residential Property Owners Protection Act.

ARTICLE 14
MISCELLANEOUS

Section 14.01. No Reverter. No restriction herein is intended to be, or will be construed as, a condition subsequent or as creating a possibility of reverter.

Section 14.02. Severability. A determination by a court that any provision hereof is invalid for any reason will not affect the validity of any other provision hereof.

Section 14.03. Headings. The headings of the Articles and Sections hereof are for convenience only and will not affect the meaning or interpretation of the contents of this Declaration.

Section 14.04. Gender. Throughout this Declaration, the masculine gender will be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

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Section 14.05. Notices. Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Association's records, and the Association, the Board, the ACC, or Managing Agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

Section 14.06. No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner will have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant will have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant will have no such liability.

Section 14.07. Insurance.

(a) At all times during the term of this Declaration, the Association, its successors and assigns, will be required to keep all improvements located on the Common Property fully insured by a reputable insurance company authorized to transact business in the State of Texas with (i) fire, vandalism, malicious mischief and extended coverage insurance in an amount adequate to cover the cost of replacement of such improvements in the event of loss of any and/or all of such improvements, fixtures and contents thereof; and (ii) public liability insurance in such amounts as will be determined by the Board of Directors as appropriate for the Common Property.

(b) Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the costs of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

Any damage or destruction will be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the total Members entitled to vote thereon, and, during the Declarant Control Period, the Declarant, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period will be extended until such information will be made available; provided, however, such extension will not exceed one hundred twenty (120) days. No mortgagee will have right to participate in the determination of whether damage or destruction will be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board

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may, without the necessity of a vote of the Members, levy a special Assessment. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess will be deposited for the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction will not be repaired or reconstructed and no alternative improvements are authorized, then in that event the property will be restored to its natural state and maintained as an undeveloped portion of the Subdivision in a neat and attractive condition.

Section 14.08. Indemnification and Hold Harmless.

(a) The Association will indemnify every officer and Director against any and all expenses, including attorney's fees reasonably incurred by or imposed upon any officer or Director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being, or having been, an officer or Director. The officers and Directors will not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and Directors will have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association will indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein will not be exclusive of any other rights to which any officer or Director, or former officer or director, may be entitled. The Association will, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

(b) Each Owner will be liable to the Association for any damage to the Common Property of any type or to any equipment thereon that may be sustained by reason of the negligence of said Owner, his tenants, employees, agents, customers, guests, or invitees, to the extent that any such damage will not be covered by insurance. Each Owner does further, by the acceptance of a deed, agree to indemnify each and every other Owner, and to hold harmless each and every other Owner, from any claim of any person for personal injuries or property damage occurring within or upon his Lot.

ARTICLE 15
CONDEMNATION

Section 15.01. Condemnation or Other Governmental Taking. If all or any part of the Common Property is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Association with the approval of at least sixty-seven percent (67%) of the Class A Members and of Declarant, during the Declarant Control Period, the award or proceeds made or collected for such taking or sale in lieu thereof are payable to the Association. The Association will disburse or hold such award or proceeds as follows:

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(a) If the taking or sale in lieu thereof involves a portion of the Common Property on which improvements have been construed, then, unless within sixty (60) days after such taking, Declarant, during the Declarant Control Period, together with at least sixty-seven percent (67%) of the Class A Members, decide otherwise, the Association will restore or replace the improvements to the extent practicable, on other existing Common Property, in accordance with the plans approved by the Association, the ACC, and by Declarant. If the awards or proceeds are not sufficient to defray the cost of repair and replacement of the improvements and such deficiency cannot be appropriated from a Reserve Fund established for such purpose, the Association may levy one or more special Assessments, in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. If such improvements are not repaired or restored, the Association will retain the award or proceeds for the benefit of the Association;

(b) If the taking or sale in lieu thereof does not involve any improvements to the Common Property, or if there are excess funds remaining after any restoration or replacement of the improvements, then the Association will retain the award, proceeds, or excess funds for the benefit of the Association; and

(c) If the taking or sale in lieu thereof includes all or any part of the Common Property, then a court of competent jurisdiction will apportion such award or proceeds between the Association and the Owners of the other property taken so as to give just compensation to each. In lieu of seeking judicial apportionment, (i) the Association, (ii) the Owners and their lenders of all Lots wholly or partially taken, and (iii) Declarant, during the Declarant Control Period, may mutually agree on the method of apportionment.

Section 15.02. Condemnation of Lots.

(a) If all or any part of a Lot is taken by an authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and the Owner elects not to restore the remainder of the Lot, then the Owner will promptly remove any remaining improvements damaged or destroyed by such taking or conveyance and will leave the Lot in a clean, orderly, safe, and sightly condition. In addition, if the size or configuration of the Lot remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations, then the Owner, after removing all remaining improvements and placing the Lot in a clean, orderly, safe, and sightly condition, may deed the remaining portion of the Lot to the Association as a part of the Common Property. Upon the conveyance by an Owner of his remaining portion of a Lot, the Owner will not be a Member.

(b) If any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and the Owner elects to restore the remainder of the Lot, then the Owner will restore the remainder of the Lot in nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standard, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. The Owner will commence the restoration within sixty (60) days after the taking or conveyance and will proceed diligently in a good and workmanlike manner to completion.

[signatures on next page]

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Declarant has caused this Declaration to be duly executed as provided in the acknowledgment set forth hereinafter, but to be effective as of the date that this Declaration is filed of record in the Official Public Records of Tarrant County, Texas.

HAWKINS FAMILY JOINT VENTURE,
a Texas joint venture based in Tarrant County, TX
By two of its Joint Venturers:

By: _____
Steve Hawkins, Joint Venturer
and

By: _____
Janice Hawkins, Joint Venturer

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned notary public, on this day personally appeared STEVE HAWKINS and JANICE HAWKINS, known to me (or proved to me on the oath of _____ or through personal knowledge [description of identity card or other document]) to be the persons whose names are subscribed to the foregoing instrument, and each of them acknowledged to me that he or she executed the same as a JOINT VENTURER of HAWKINS FAMILY JOINT VENTURE, a Texas joint venture based in Tarrant County, Texas, for the purposes and consideration therein expressed.

Signed by Notary Public on August 17th, 2021.

[Notary Seal]

CANDACE VICK
Notary Public, State of Texas
My Commission Expires
May 29, 2025
NOTARY ID 210682-0

Candace Vick
Notary Public, State of Texas

Document Prepared by:

Robert G. West, Of Counsel

Whitaker Chalk Swindle & Schwartz PLLC

301 Commerce Street, Suite 3500

Fort Worth, TX 76102

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ASSOCIATION APPROVAL OF DECLARATION:

The Association, by the execution hereof, acknowledges and agrees that the Association is hereby bound by all of the Association's obligations under this Declaration of Covenants, Conditions, and Restrictions.

WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: _____
Steve Hawkins, President

By: _____
Janice Hawkins, Secretary

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 17th day of August, 2021, by Steve Hawkins, President, and Janice Hawkins, Secretary, of WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

[Notary Seal]

CANDACE VICK
Notary Public, State of Texas
My Commission Expires
May 29, 2025
NOTARY ID 210682-0

_____
Notary Public, State of Texas

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LENDER'S SUBORDINATION TO DECLARATION:

The undersigned, being the current lender to Declarant for development of the Subdivision and being the holder of an existing lien on the Property in the Subdivision, by the execution hereof, acknowledges and agrees that its lien is subordinated to the foregoing Declaration of Covenants, Conditions, and Restrictions.

VERITEX COMMUNITY BANK,
a state bank organized and existing under the laws of Texas

By: _____
Laura S. Miller
Community Bank President

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 17th day of August, 2021, by LAURA S. MILLER, as COMMUNITY BANK PRESIDENT of VERITEX COMMUNITY BANK, a state bank organized and existing under the laws of Texas, on behalf of said banking corporation.

[Notary Seal]

_____
Notary Public, State of Texas

HEATHER VAUGHAN
Notary Public, State of Texas
Comm. Expires 01-21-2025
Notary ID 126236690

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501148-v4; 8/13/21

EXHIBIT A

CURRENT **BYLAWS** OF THE ASSOCIATION

(See Sections 1.05 and 5.03 of the foregoing DECLARATION)

[The current Bylaws of the Association will be attached hereto or filed as a separate document in the
Official Property Records of Tarrant County, Texas]

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