

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
TRES VISTAS ESTATES**

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TRES VISTAS ESTATES

THE STATE OF TEXAS       §  
                                  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF PARKER       §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR is made by TRES VISTAS DEVELOPMENT, LTD, a Texas limited partnership ("Declarant"), for the purposes herein set forth as follows:

PREAMBLE AND DECLARATION:

WHEREAS, Declarant is owner of the real property commonly known as Tres Vistas, Parker County, Texas, according to the amended plat thereof recorded in Volume (Cabinet) B, Page (Slide) 605 of the Plat Records of Parker County, Texas and more particularly described in Exhibit "A", attached hereto (hereinafter called "Subdivision"); and

WHEREAS, Declarant has created a residential community with designated "Lots" (as defined herein) for the benefit of the present and future owners of said Lots within the Subdivision, and desires to create and carry out a uniform plan for the improvement, development and sale of the Lots; and

WHEREAS, Declarant desires to ensure the preservation of the values and for the maintenance of Common Area, and to this end desires to further subject the Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the owners thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values of Lots in the Subdivision to subject and bind the Subdivision to the jurisdiction and assessment of TRES VISTAS HOMEOWNERS ASSOCIATION, INC. with the power and duty to maintain and administer the Common Area of the Subdivision and the power to administer and enforce the covenants and restrictions and to collect and disburse the assessments and charges hereinafter created; and

NOW, THEREFORE, Declarant declares that the Subdivision, and such phases or additions thereto as may hereinafter be made, is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, restrictions, easements, charges, and liens hereinafter set forth and shall hereafter be subject to the jurisdiction and assessments of Tres Vistas Homeowners Association, Inc.:

## ARTICLE I

### PURPOSE

Tres Vistas is encumbered by this Declaration of Covenants Conditions and Restrictions for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by Owners of Lots.

## ARTICLE II

### DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.

(a) "Association" means TRES VISTAS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns as provided for herein, which has the power, duty and responsibility of maintaining and administering the Common Area and administering and enforcing the restrictive covenants contained in this Declaration and any Amended or Supplemental Declaration. The Association is a "property owners association" as that term is defined in Texas Property Code §202.001(2).

(b) "Properties" means the properties collectively known as TRES VISTAS, and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(c) "Lot" means any of the plots of land as shown on the Subdivision Plat.

(d) "Improved Lot" means a Lot upon which construction of a Living Unit either has commenced or been completed.

(e) "Unimproved Lot" means a Lot which is not an Improved Lot.

(f) "Subdivision Plat" means the map or plat (as amended) of TRES VISTAS ESTATES, filed for record in Volume (Cabinet) B, Page (Slide) 605 of the Plat Records of Parker County, Texas and any amendment thereof upon filing of same for record in the Deed and Plat Records of Parker County, Texas.

(g) "Living Unit" means a single family residence and its garage situated on a Lot.

(h) "Single Family" means a group related by blood, adoption, or marriage or a number of unrelated roommates equal to the number of bedrooms in a Living Unit.

(i) "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers.

(j) "Declarant" means TRES VISTAS DEVELOPMENT, LTD, its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign. No person or entity purchasing one or more Lots from TRES VISTAS DEVELOPMENT, LTD in the ordinary course of business shall be considered a "Declarant."

(k) "Common Area" means all real and personal property leased, owned, or maintained by the Association for the common use and benefit of the Members of the Association. The initial Common Area to be owned by the Association shall be conveyed to the Association and is described in Exhibit "B" attached hereto. Common Area also includes any entrance monuments, security gates, perimeter walls, drainage facilities and detention ponds, esplanade and right-of-way landscaping, any improvement areas lying within indicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners, safety lanes, and other areas not comprised of residential Lots as shown on the Subdivision Plat.

(l) "Resident" means each Owner who resides within the Properties, a bona fide lessee who has an enforceable lease agreement with an Owner and who resides on the Properties, and any individual who is otherwise lawfully domiciled in a Living Unit.

(m) "Member" means all those Owners who are members of the Association as provided herein.

(n) "Design Guidelines" means the standards, specifications and guidelines applicable to construction, placement, location, alteration, landscaping, maintenance and design of any improvements within the Properties and all amendments and supplements thereof.

(o) "Builder Member" means such builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a residence and resale to others.

(p) "Board of Directors" and "Board" means the Board of Directors of Tres Vistas Homeowners Association, Inc., the election and procedures of which shall be as set forth in the Articles of Incorporation and Bylaws of the Association. The Board of Directors shall be the elected body having its normal meaning under the Texas non-profit corporate law.

(q) "ARC" and "Architectural Review Committee" means the Architectural Review Committee of Tres Vistas Homeowners Association, Inc.

(r) "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Tres Vistas Estates, and any amendments and supplements hereto made in accordance with the terms hereof.

### ARTICLE III

#### PROPERTY RIGHTS

Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed or situated upon the Common Area and to impose reasonable limits on the number of guests who may use the facilities;

(b) the right of the Association to suspend an Owner's voting rights and the right to use any facility for any period during which any assessment of the Association against that Owner's Lot remains unpaid, and for infractions by an Owner of the restrictive covenants contained in this Declaration and/or the Association's rules and regulations for the duration of the infraction;

(c) the right of the Association to grant easements in and to the Common Areas to any public agency, authority or utility for such purposes as benefits the Properties or portions thereof and Owners or Lots contained therein.

(d) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided two-thirds (2/3) of each Class of members present at a meeting called for such purpose shall approve; provided however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or Owner, or the holder of any mortgage irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Subdivision;

(e) the right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds (2/3) of the votes which those of the Class A members of the Association which are present or represented by proxy are entitled to cast at a meeting duly called for such purpose, and by the Class B member so long as the membership shall exist; and

(f) the right of the Association to prescribe rules and regulations as they may be expanded, amended or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the rules and regulations may change from time to time. The initial rules and regulations are set forth in Exhibit "C" attached hereto. The Board shall have the authority to enforce the rules and regulations by all appropriate means, including but not limited to the imposition of fines, if notice and an opportunity to be heard are given, and a member found to have violated the rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees.

#### ARTICLE IV

##### ARCHITECTURAL REVIEW

In order to protect the overall integrity of the development of the Subdivision as well as the value of improvements of all Owners, a committee of representatives designated as the Architectural Review Committee is hereby established to carry out all duties as noted herein with full authority to approve and disapprove and control all construction (including approval of all builders), development and improvement activities of any kind (including, without limitation, structures, buildings, hardscape and landscape) within the Subdivision and to insure that all such activities are constructed in accordance with good workmanship-like manners and standard industry trade practices and to insure that all improvements are architecturally, aesthetically and ecologically designed to be compatible with Declarant's conceptual plan for the overall Subdivision and/or is decided by the Architectural Review Committee.

No building, structure, fence, residence, house, garage, accessory building, outbuilding or construction of any kind shall be erected, place, constructed, maintained, modified, redecorated or altered, and no landscaping or hardscape shall be installed on any Lot in the Subdivision, nor shall any clearing or sitework (including specifically the removal of trees or any other vegetation) be commenced until a complete set of plans and specifications shall have been formally submitted to the ARC with a written request for approval and the ARC's written approval received. Plans and specifications which are submitted shall contain and include, but not necessarily be limited to the following information: floor plans, including finished floor and ground elevations; exterior elevations for any buildings, fence or other structure; a plat or site plan showing easements and the location of any building, fence or other structure (including location of light poles, if applicable); exterior lighting and location; landscaping and irrigation plans; samples of exterior finish materials and color samples; and any other plans, specifications or information deemed pertinent by the Architectural Review Committee and/or Declarant.

The Architectural Review Committee shall review all plans, specifications and other information which is submitted for compliance with all the requirements of this covenant and for the compatibility of any improvements (including landscaping) therein with the architectural, aesthetic and ecological goals of the Subdivision and Declarant, it being the intent that such goals require that all improvements be compatible with all other improvements in the Subdivision and that they be in harmony with their natural surroundings. The ARC shall have

full right and authority to utilize its sole discretion in approving or disapproving any plans and specifications which are submitted. In the event the ARC fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the ARC written notice of its failure to respond. Unless the ARC responds within ten (10) days of receipt of such notice, approval will be deemed granted.

The Architectural Review Committee may disapprove the construction or design of any improvement, including the removal of any trees or other natural vegetation, on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Subdivision, or to preserve the serenity and natural beauty of any surroundings. Prior approvals and/or disapprovals of the ARC pertaining to any improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the ARC for later requests for approval if the ARC feels that the repetition of such matters will have an adverse effect on the Subdivision. The Architectural Review Committee shall have the express power to construe and interpret any covenant herein that may be capable of more than one construction.

During reasonable hours, members of the Architectural Review Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the Living Unit thereon, for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and said persons shall not be deemed guilty of trespass by reason of such entry.

The ARC shall have the authority to employ professional consultants at the expense of the Association to assist it in performance of its duties. The decision of the Architectural Review Committee shall be final, conclusive and binding upon the applicant. The ARC members shall not be entitled to any compensation for any services rendered pursuant to this covenant.

Members of the ARC shall not be liable to any person (including Owners and builders) subject to or possessing or claiming any benefits of this Declaration and the covenants contained herein for any damage or injury to property arising out of their acts hereunder.

The number and initial ARC members shall be decided by Declarant. So long as there is a Class B membership, in the event of the death or resignation of any member of the ARC, Declarant shall have full power and authority to appoint a successor committee member or members, chosen in its sole discretion, with like authority. Upon the expiration of the Class B membership, the Board of Directors shall appoint the members of the ARC, which shall consist of at least three (3) but no more than five (5) members.

The ARC shall promulgate and publish Design Guidelines, which is incorporated into this Declaration by reference, a copy of which will be furnished to Owners on request. Such Design Guidelines will supplement this Declaration and may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements. Such Design Guidelines, may be amended from time to time upon the affirmative vote of two-thirds of the members of the ARC and the consent of the Board.



## ARTICLE V

### RESTRICTIVE COVENANTS FOR USE OF LOTS

(A) **Single Family Residential Purpose.** All Lots in the Subdivision shall be used for single family residential purposes only. No business open to the public may be operated out of a residence, whether for profit or nonprofit, without approval of the board. No building or structure intended for or adapted to business or commercial use shall be constructed or maintained on any Lot. No hobby may be conducted on any Lot which attracts vehicular or pedestrian traffic to the Lot. No direct sales activities (excluding activities of the Declarant and Builder Members and community activities specifically approved by the Board), garage sales, yard sales, patio sales, flea markets, bazaars, sample sales, promotional parties or similar activities shall be conducted on any portion of the Subdivision.

During the construction and sales period of the initial Living Units, Declarant or builder member may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to storage facilities, signs and construction trailer.

All temporary construction and sales structures shall be aesthetically compatible with the Subdivision development.

No Living Unit or other structure shall remain incomplete for more than eighteen (18) months after construction has commenced without approval of the Board.

Construction of a Living Unit must commence within two (2) years after closing on the purchase of a Lot from Declarant. In the event that Owner does not commence construction within such two year period, Owner grants to Declarant the right to repurchase any such Lot at the original Owner's original purchase price, net of all closing costs. Declarant shall notify Owner of its decision to exercise such right within ninety (90) days after the two year anniversary date and shall be ready to close within thirty (30) days of notification. In the event that an Owner purchases two or more contiguous Lots from Declarant, Owner must commence construction on only one of such contiguous Lots which shall be the Improved Lot and the other Lot(s) shall be Unimproved Lots. If after such two year period any Owner desires to sell an Unimproved Lot without selling an Improved Lot with it, Owner shall notify Declarant of his desire to sell such Unimproved Lot and Declarant shall have ninety (90) days to exercise its right to purchase such Unimproved Lot and be ready to close. Declarant or the Board may extend such two year commencement period. Declarant may waive the right to repurchase any time.

Living Units may be leased for a period of no less than one (1) year. All leases must be in writing. The lease of a Living Unit shall not discharge the Owner from compliance with any of the obligations and duties as an Owner. Owners shall provide lessees with a copy of this Declaration, Bylaws and the rules and regulations of the Association. All the provisions of this Declaration, Articles of Incorporation, Bylaws, Design Guidelines and rules and regulations of the Association shall be applicable and enforceable against any Resident (as defined herein) to

the same extent as against and Owner. Any lease or rental agreement shall be deemed to be subject to the documents of the Association by reference without the necessity of specific reference to them, and they shall bind the tenant to their terms and conditions.

(B) Garages. Every Living Unit shall have and maintain a garage attached to the residence large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open car ports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the ARC. All garages must have garage doors constructed or faced with wood siding, wood shingles, metal with a wood-like appearance or any similar material in order to be harmonious in quality and color with the exterior of the Living Unit, and shall be installed with electric opening and closing devices, which devices shall at all times be kept in serviceable condition. All garage doors shall be closed when not in use. Each Owner, member or resident shall refrain from performing repairs or maintenance to any vehicle outside of the garage or visible from the street. Vehicles shall not be parked on any non-paved portion of any Lot. Garages may not provide for entry at the front of the Living Unit.

(C) Accessory Buildings. Every accessory building and/or structure, inclusive of such structures as a storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the Living Unit to which it is appurtenant in terms of its design and material composition. All such accessory buildings shall be subject to approval of the ARC.

(D) Building Materials. The exterior walls of all Living Units shall be constructed with 85% exterior masonry as prescribed by Design Guidelines. The minimum masonry percentage shall apply to the aggregate area of all exterior walls including chimneys but excluding doors, windows and similar openings. Masonry includes brick, brick veneer, stone, stone veneer, stucco and rock. Masonry does not include cementitious boards or siding. In no instance shall more than eighteen (18) inches of the slab of the Living Unit be exposed above finished grade as viewed from any street, right-of-way or other Common Area.

Roofing shall be either slate, tile, factory fire treated wood, metal, or dimensional composition shingles, or other materials as approved by the ARC.

All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior walls of the dwelling or otherwise approved by the ARC.

When a Living Unit is constructed, a brick, stone or other masonry mailbox shall be consistent with the architecture of the Living Unit in accordance with the plans approved by the ARC. Mailboxes shall be constructed of a material and design approved by the ARC.

(E) Height Restriction - Forty (40) feet. No building or structure erected, altered or placed on, within or in the Properties shall exceed three (3) standard stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall be complied with at all times.

(F) Minimum Floor Space. The main residence building of each residence constructed on a Lot shall contain the minimum, contiguous square feet being exclusive of open or screened porches, terraces, patios, driveways, garages and living quarters for domestic servant separated or detached from the primary living area as specified by the Designs Guidelines.

(G) Setbacks. All buildings and structures must be constructed, placed and maintained in conformity with platted setback lines or required by the County of Parker.

In any event, no building or Living Unit shall be located on any Lot nearer than twenty five feet (25') to the front property line of each Lot.

Side yard setbacks shall be a minimum of ten feet (10') from the side property lines of each Lot.

The ARC may establish additional setback lines for other structures.

(H) Fences. No fence or wall shall be built or maintained forward of the front wall line, nor any hedge planted or maintained forward of the front setback line, of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the ARC. All fences or walls located on his respective lots are to be maintained at owners expense. All fences shall be of the following composition: all masonry, brick, wood or other material approved by the ARC. Chain-link fences are prohibited unless inside an acceptable fence and approved by the ARC.

No fence, wall or hedge in the front of a Lot shall exceed three feet (3'). Side or rear yard fences shall not exceed eight feet (8') in height.

The ARC is empowered to grant variances to the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls.

No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the street right-of-way lines and a line connecting them at points ten feet (10') from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No permanent fencing may be erected within any utility easements, said easements including permanent transformer and metering locations. Fences erected across any rear utility easement shall contain a twelve foot (12') wide gate or two (2) six (6) foot (6') wide gates or a twelve foot (12') removable section which will be kept unlocked for access by the electrical provider for the subdivision.

(I) Driveways. Driveways on each residential Lot must be constructed of concrete, asphalt or similar substance which must be approved by the ARC. All other materials and finishes are prohibited. Each driveway must accommodate two (2) vehicles in front of the garage for off-street parking requirements.

The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. All sidewalks shall conform to applicable regulations.

(J) Temporary structures. No structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other accessory buildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No trailer except Builder sales and construction trailers, camper, recreational vehicles, or similar vehicles shall at any time be parked in view of any other Lot or Living Unit or connected to utilities situated within a Lot. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular, manufactured, prefabricated or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot. All structures of a temporary character must be approved by the Architectural Control Committee.

(K) Signs. No signs, banners, or pennants of any kind shall be displayed to the public view on any Single-Family residential Lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than four (4) square feet advertising the property for lease or sale, or signs used by Declarant or Builder Member to advertise the property during the construction and sales period. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name and phone number of the seller and/or their agent. Distressed, foreclosures and bankruptcy references are specifically prohibited. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 60 days in advance of the election to which they pertain and are removed within 5 days after the election. The ARC shall have control over all verbiage on all signs. Except for signs advertising a Lot or Living Unit for sale and adhering to the standards of this Article, all signs within the Properties shall be subject to the prior written approval of the ARC. Declarant or its agents shall have the right to remove any signs, billboard or other advertising structure that does not comply with the above, and in doing so shall not be subject to any liability for trespass or any other liability in connection with such removal.

(L) Environmental Maintenance. All improved yards and lawns shall be kept neat and well maintained and all grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from each Lot and replacements of equal quality or value promptly installed. Lawns must be properly maintained (not to exceed six inches [6"] in height) and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. Building materials shall not be stored on any Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from each Lot.

Until a Living Unit is built on a Lot, Declarant or the Association may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed therefrom. Declarant or the Association may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner or Builder Member of any Lot shall be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

Front and street side yards shall be fully sodded commensurate with the time of the occupancy of a Living Unit upon completion of construction. All front yards and side yards on all Lots must be planted with grass or other ground cover exclusive of any landscape areas. Decorative ground cover rock in the front and side yards may not exceed ten percent (10%) of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, sodding or landscaping. Allowances may be made for areas left in their natural state depending upon their appearance, and subject to the express approval of the ARC.

The Association may require any Owner to remove or eliminate any object situated on a Living Unit or Lot that is visible from any Common Area or from any other Lot, if, in the Board's sole judgment, such object detracts from the visual attractiveness of the Subdivision. The Association, and its agents, during normal business hours, shall have the right to (after 5 days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement will be paid to the Association upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. The Association, or its agent, shall further have the right (upon like notice and conditions), to trim, prune, or remove at the expense of the Owner, any hedge, tree or any other planting that, in the written opinion of the Association, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, is dangerous or is unattractive in appearance. The lien provided under this section will constitute a lien retained against the Lot with the same force and effect as the Lien for assessments set forth in this Declaration.

(M) Vehicles. No trailer, motor home, tent, boat, tractor, marine craft, hovercraft, aircraft, recreational vehicle, motor home, camper body, travel trailer, truck larger than a one (1) ton pick-up (except those used by a Builder Member during the construction of improvements), or wrecked, junked, or inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard area of a Lot nor shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure which prevents the view thereof from any Lots or dwelling and streets. Other than for the purpose of construction of improvements within the subdivision, no construction equipment or tractors (other than for an Owner's lawn maintenance) may be kept, parked, stored or maintained anywhere on a Lot. No stripped down, wrecked, junked or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored or maintained on any Lot. No dismantling or assembling of a motor vehicle, boat, trailer,

any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ARC shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by the ARC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

No vehicles, trailers, implements or apparatus may be driven or parked on any easement. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot. No vehicles of any description may be parked overnight on any street within the Subdivision. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

(N) Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners, Properties or the Subdivision.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or Residents.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to other Owners or Lots (reasonable security, landscape, or tennis court lighting is permitted with the approval of the ARC).

No exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot unless such devices are inaudible to adjoining Lots.

(O) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, Right of Way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

(P) Pets. No animals, livestock, poultry, exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community shall be raised, bred or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable number provided that they are not kept, or maintained for any commercial purposes

and provided further that no more than a total of three (3) animals may be kept on a single Lot. Any pet which endangers the health of any owner or occupant of a Lot or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined by the Board, must be permanently removed from the Subdivision upon seven (7) days' written notice by the Board of Directors. Pet's feces shall be removed from the Common Area or roadways by the pet owner.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws), and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

(Q) Any Microwave, radio, TV Antenna and Solar Collectors must be maintained in such a way that it is screened from view.

All matters set forth in this provision require the express approval, in advance, of the ARC, which shall be exercised in conformity with the rules of the Federal Communications Commission.

(R) Air Conditioning Equipment. No window, roof or wall type air-conditioner that is visible from any public street shall be used, placed or maintained on or in any Living Unit. No air-conditioning apparatus shall be installed on the ground in front of a Living Unit.

(S) Athletic Facilities. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on the front of any Lot or the side lot lines of corner lots in the Subdivision without the prior written consent of the ARC. All recreational equipment is subject to the Design Guidelines

## ARTICLE VI

### EASEMENTS AND ACCESS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting, fence or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements (which shall include the lined portion of the lake), which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither the Association, Declarant nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

There is hereby created a right of ingress and egress across, over, and under the Properties in favor of Declarant and the Association, for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto.

An easement is hereby extended and acknowledged to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the Common Area in performance of their duties.

Each Lot is conveyed subject to all easements, conditions and reservations shown on the Subdivision Plat and each Owner shall take notice of all such easements, conditions, and reservations. No Owner shall maintain any condition or improvements in any platted easement which will significantly interfere with the intended use of the easement.

Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat. No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Living Unit may:

(1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the ARC and any other authority having jurisdiction.

(3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

By acceptance of a deed to any Lot, each Owner covenants and agrees to ensure such Lot is graded and maintained in accordance with the grading plan set forth in the Design Guidelines and that the drainage of such Lot is maintained in accordance with the grading plan.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Association, ARC and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions.



Anything herein to the contrary notwithstanding, so long as J. Donovan Williamson ( or any entity which he shall control) or Gregory S. Williamson (or any entity which he shall control) owns any lands adjoining the Properties, J. Donovan Williamson and Gregory S. Williamson shall have access to and use of any Common Area inclusive of roads.

## ARTICLE VII

### LOT CONSOLIDATION

Any Owner owning two (2) or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the ARC or Declarant, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one (1) residence and such other improvements as are permitted herein, provided, however, that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all assessments theretofore applicable to the Lots which are consolidated and each such building site shall meet, all lawful requirements of any applicable statute, ordinance or regulation.

## ARTICLE VIII

### ENFORCEMENT

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, Declarant, or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. Neither the Architectural Review Committee, Association, nor Declarant shall be charged with any affirmative duty to police, control or enforce the terms of this Declaration and these duties shall be born by and be the responsibility of Lot Owners.

## ARTICLE IX

### COURTESY PATROL

Courtesy patrol may be provided by the Association, from time to time; however, the Association is not now a provider of security and the Owners must provide their own security for themselves, their Living Unit, Lot and personal property.

## ARTICLE X

### MEMBERSHIP IN THE ASSOCIATION, VOTING RIGHTS AND REGISTRATION

Every person or entity who is a record Owner of a free or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a Member of the Association.

(A) Classes of Membership. The Association has two classes of membership:

Class A: Class A members shall be all Owners and Builder Members with the exception of Declarant as long as Declarant owns Class B membership and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B member shall be Declarant who shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) at such time as the Declarant has conveyed and/or dedicated thirty-two (32) lots out of the land area of the Subdivision, whether in a single or multiple transaction, to an Owner or Builder Member, or (ii) on January 1, 2020.

(B) Suspension of Voting Rights. All voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any duly established assessment or is otherwise in default and/or violation of the Bylaws or rules and regulations of the Association.

(C) Registration with the Association. In order that the Declarant and the Association can properly determine voting rights and acquaint every Lot purchaser and every Owner, Resident and Member with these Covenants and the day-to-day matters within the Association's jurisdiction, each Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Owner, Member, Resident and Fiduciary; (b) the business address, occupation and telephone number of each Resident; (c) the description and license plate number of each automobile owned or used by a Resident and brought within the Properties; (d) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Resident cannot be located) in case of an emergency; and (e) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member and Resident shall become

automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

## ARTICLE XI

### COVENANTS FOR MAINTENANCE ASSESSMENTS

Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Builder Member and every Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and (3) Member Charges levied against individual Owners to reimburse the Association for extra or unusual costs incurred by the Association for curing the Owner's violation of a restrictive covenant contained in this Declaration. The annual and special assessments, together with such interest thereon, reasonable attorney's fees and costs of collection thereof, as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon, reasonable attorney's fees and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

(A) Annual Assessments. The annual assessments for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The maximum annual assessment may be adjusted by a majority vote of the Board of Directors, without membership vote, but shall not be increased to more than the greater of: (i) one hundred and ten percent (110%) above the prior year's annual assessment (ii) the result of multiplying said rate by a fraction, the numerator of which is the latest Consumer Price Index published on or before the sixtieth (60th) day prior to the date the Board sets the new maximum annual assessment rate and the denominator of which is the Consumer Price Index published on the year prior to the one used in the numerator. Consumer Price Index is the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers. In the event the compilation and/or publication of the Consumer Price Index is substantially revised, transferred to any other governmental department or bureau or agency or shall be discontinued, then the index (or a substitute procedure which reasonably reflects and monitors fluctuations in consumer prices most nearly the same as the Consumer Price Index shall be used to make the calculations. The Association may increase the maximum annual assessment rate by more than the amount specified in the preceding sentence only upon receipt of a two-

thirds (2/3) approving vote of the Owners at a meeting called for vote on such a proposed increase.

The annual assessment shall be an amount equal to the lesser of (i) the total amount of the annual budget multiplied by a fraction, the numerator of which is the number of Lots attributable to that Owner and the denominator of which is the total number of Lots in the Subdivision.

Notwithstanding any language to the contrary contained in this Section, Declarant's annual assessment for any particular year prior to the conversion of Declarant's Class B voting rights to Class A voting rights shall equal the greater of (i) an amount equal to the annual budget for that year multiplied by a fraction, the numerator of which is the number of Lots attributable to the Declarant and the denominator of which is the total number of Lots in the Subdivision at the time of the assessment; or (ii) the amount by which said budget exceeds the total amount of annual assessments payable for said year by all other Owners. After the conversion of Declarant's Class B voting rights to Class A voting rights Declarant's annual assessment shall equal an amount equal to the annual budget for the year multiplied by a fraction, the numerator of which is the number of Lots owned by the Declarant and the denominator of which is the total number of Lots in the Subdivision at the time of the assessment.

(B) Special Assessments. In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Area, respond to the unusual emergency needs of the Association as may be expected to appear from time to time, or for such other lawful purpose related to the use of the Properties as the Board of Directors or the Owners may determine, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot owners and shall set forth the purpose of the meeting.

(C) Member Charge. In addition to the annual assessment and any special assessment, the Association, by vote of the Board, may impose a charge (Member Charge) upon any Owner for the purposes of reimbursing the Association for all direct and indirect costs incurred by the Association with regard to the maintenance, repair or replacement of landscaping or site improvements on any particular Lot when the Board has determined the maintenance, repair or replacement or improvements associated with such Owner's Lot has been neglected to the point where conditions existing on such Lot are not in conformance with the maintenance obligations set forth in Article V, Section (L) of this Declaration, or an Owner places anything in the Common Area, or for the purpose of enforcing any other covenant or restriction provided for herein. The Owners of such Lot shall be notified in writing of said determination and the specific deficiencies found to exist and shall be afforded a reasonable period of time to respond to said notice by correcting the deficiencies. The Owner shall be assessed the cost of reimbursing the Association for any and all costs, including attorney's fees, to secure compliance.

(D) Due Dates, Budget and Late Charges. The annual assessments provided for herein shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment provided for above as the remaining number of months in that year bear to twelve. The Board shall use reasonable efforts to provide each Owner with an invoice statement as of the appropriate amount due, but any failure to provide such a notice shall not relieve any Owner of the obligation. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment. The special assessments are due and payable on the date fixed in the resolution authorizing the special assessment. Member charges are due and payable within thirty (30) days after the Owner was served with notice by the Association of the amount of such Member Charge.

Each year, the Board of Directors of the Association shall adopt an annual budget and set the amount of the annual assessment, taking into consideration the Association's operating cost for the then current year, expected increases or decreases in such costs over the next year, and future needs of the Association. The annual budget shall be adopted by the Board at least thirty (30) days prior to the commencement of each fiscal year.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law. If the Board shall refuse or fail to determine a rate of interest, the rate of interest shall be eighteen percent (18%) per annum. If applicable state law provides or requires an alternate ceiling under Vernon's Annotated Texas Civil Statutes Article 5069-1.04, then that ceiling shall be the indicated rate ceiling.

(E) Remedies and Lien for Assessments. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connection with said lien. The President of the Board of Directors shall have the right to appoint Agents, to mail and file the notices required by Texas Property Code § 51.002, to conduct the sale, and to otherwise comply with the statute. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

In addition to the foregoing charges for delinquent accounts, each Owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees and such reasonable late charges and collection charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their

coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

Notice of the lien may be given, but is not required, by the recordation in the Real Property Records of Parker County, Texas an Affidavit of Delinquent And Notice Of Assessment Lien, duly executed by an officer, managing agent, attorney or officer of the Association, setting forth the amount owed, the name of the last known Lot Owner or Owners of record, and the legal description of the Lot.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Living Unit and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such property by forcible detainer or by Writ of Possession.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

## ARTICLE XII

### MAINTENANCE FUND AND GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

**Maintenance Fund.** The Board, for the benefit of the Owners, shall establish and maintain a maintenance fund into which shall be deposited the annual assessments collected from Owners and which maintenance fund shall be used, without limitation, for the payment of the following:

(A) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

(B) Care and preservation of the Common Area.

(C) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing

party) and the services of such other personnel as recommended by the Board of Directors or by the manager.

(D) Legal and accounting services.

(E) A policy or policies of insurance insuring the Common Area, the Association, its Directors, and Officers against any liability to the public or to the Owners (and/or invites or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors.

(F) Workers compensation insurance to the extent necessary to comply with any applicable laws.

(G) Such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable.

(H) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

(I) Perpetual maintenance and enhancement of all Common Area including roadways, lake area, walls, gates, grounds, landscaping, lights, irrigation and electric for right-of-way and all entry monuments, walls, and signs owned or maintained by the Association.

**Powers and Duties of Board:** The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(A) To execute all declarations of Ownership for tax assessment purposes and with regard to the Common Areas, if any, on behalf of all Owners.

(B) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board see fit.

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

(D) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(E) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.

(F) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

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

(H) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(I) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

(J) To establish a monetary "fines" system which shall include due process hearings and a discretionary range of fine amounts, which, when levied, shall constitute a permitted Member Charge assessment secured by the lien herein established.

(K) To establish reserve funds which may be maintained and/or accounted for separately from other funds maintained for annual operating expenses.

The Board shall have the exclusive right to contract for all goods, services and insurance payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

Not later than 60 days after conveyance of 25% of the Lots to Owners other than Declarant, not less than 25% of the members of the Board of Directors shall be elected by Owners other than Declarant. Not later than 60 days after conveyance of 50% of the Lots to Owners other than Declarant, not less than 33 1/3% of the members of the Board of Directors shall be elected by Owners other than Declarant.



## ARTICLE XIII

### TITLE TO COMMON AREAS

All Common Area within the Properties shall be conveyed to the Association free of lien prior to the conveyance of the first Lot by the Declarant. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

There shall be no physical partition of the Common Area or any part thereof. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

## ARTICLE XIV

### INSURANCE AND CONDEMNATION

(A) Fire, Hazard and Casualty Insurance. Owners of Lots hereby covenant and agree with all other Owners and the Association to carry all-risk casualty insurance on their Lot. Each Owner of a Lot further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original Living Unit. In the event the Living Unit is totally destroyed, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of the construction within sixty (60) days and commence to rebuild or reconstruct within two (2) years of the date of total destruction.

Each Owner shall be responsible, at his own cost and expense, for personal liability insurance to the extent not covered by the Association and public liability insurance acquired by the Association on behalf of all Owners with respect to the Common Area. Before a Living Unit is erected on any Lot, each Owners shall carry, at Owners expense, homeowners and lot owners insurance. Once a Living Unit has been erected on a Lot and is Owner occupied, each Owners shall, at Owners expense, obtain homeowners insurance. If a Living Unit is leased to a third party, the Owner or Resident shall obtain liability and hazards insurance.

(B) Property and Public Liability Insurance With Respect to Common Area, Errors and Omissions and Indemnification.

(1) The Board of Directors of the Association shall obtain and continue in effect property insurance, to insure the buildings and structures in the Common Area, naming the Association as beneficiary with an endorsement to the mortgagee, if any, against risks of loss or damage by fire

and other hazards as are covered under standard fire and extended coverage provisions, and said insurance to included coverage against vandalism.

(2) The Board of Directors of the Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its agents and employees, and each Owner, from and against liability in connection with the Common Area.

(3) The Board of Directors of the Association shall obtain liability insurance covering errors and omissions of directors, officers, managers, employees and representatives of the Association, and fidelity bonds for all officers and employees which have control over the receipt or disbursement of funds.

(4) The Association may indemnify directors, officers, employees and agents and may purchase indemnity insurance in accordance with the provisions of Article 2.22A of the Texas Non-profit Corporations Act.

(C) Insurance Premiums with Respect to Common Area. All costs, charges and premiums for all insurance with respect to the Common Area that the Board of Directors authorizes as provided herein shall be a common expense of all Owners and shall be part of the annual assessment.

(D) Other Insurance. None of the above prevents the Board of Directors from obtaining other insurance as may be required by law (e.g. workers compensation) or other insurances which may become the norm for properties of this nature.

(E) Condemnation. If part or all of the Common Area shall be taken or condemned by any authority having the power of eminent domain, any compensation and damages shall be paid to the Association. The Board of Directors shall have the exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such Common Area. The Owners may, by vote of seventy-five per cent (75%) or more of the total voting power hereunder, agree to distribute the proceeds of any condemnation or taking by eminent domain, to each Owner and his mortgagee, if any, as their interest may appear. In event that the Owners shall not so agree, such proceeds shall be added to the funds of the Association, and the Association shall decide on whether or not to replace or restore, as far as possible, the Common Area so taken or damaged.

The Association shall give timely notice of the existence of such proceedings to all Owners and their mortgagees, if any. The expense of participation in such proceedings shall be common expenses chargeable to the Owners.

(F) Insufficient Proceeds. If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article XI, Section (B) of this Declaration.

## ARTICLE XV

### AMENDMENT AND ANNEXATION

This Declaration shall remain in force and effect for a period of thirty (30) years after this Declaration is recorded, at which time, and each tenth anniversary thereafter, this Declaration shall be renewed for a period of ten years unless amended as provided herein. This Declaration may be amended by written instrument approved by the affirmative vote of the Members of the Association holding at least seventy-five percent (75%) of the total votes. The amendment shall be effective when it is certified by the President of the Association as to the requisite number of votes and recorded in the Official Public Records of Real Property of Parker County, Texas. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted. Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for a period of six (6) months from the date of recordation of this Declaration in the Official Public Records of Real Property of Parker County, Texas for any reason. Notwithstanding the foregoing, after the expiration of six (6) months from the date of recordation of this Declaration in the Official Public Records of Real Property of Parker County, Texas, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or for the purpose of making such additions or amendments hereto as may be required by FHA, HUD or VA to qualify the Properties for mortgage guaranties issued by FHA and/or VA.

Declarant shall have the right, privilege and option to annex additional land to make it subject to this Declaration until January 1, 2020, by filing in the Official Public Records of Real Property of Parker County, Texas an amendment annexing such property. Additional property may be thereafter annexed and made subject to this Declaration, or property may be withdrawn, by written instrument approved by the affirmative vote of the Members of the Association holding at least seventy-five percent (75%) of the total votes and filed of record in the Official Public Records of Real Property of Parker County, Texas.

## ARTICLE XVI

### GOVERNMENTAL REQUIREMENTS

By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Builder Member and contractor assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the Texas Water Development Board and Texas Water

Commission, related to each Lot, including, without limitation, the provisions of chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the benefit of builders and contractors and do not in any way limit the terms and requirements of this covenant and the requirement that all Builder Members and contractors comply with all governmental regulations, and any plan required by such regulations such as Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each Builder Member and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

By acceptance of a deed to a Lot, each Builder Member and Owner agrees that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner or Builder Member has been given five days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner and Builder Member indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner or Builder Member with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

## ARTICLE XVII

### GENERAL PROVISIONS

(A) Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. Whenever in the application of the provisions of this Declaration, or any amendment hereto, conflict with the application of any provision of the Bylaws of the Association, the provisions or application of this Declaration shall prevail.

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

(B) Notices. Any notice required to be given to any Owners, Member or Resident shall be complete when the notice is deposited in the United States Mail, postage prepaid, and addressed to the Owner, Member or Resident at the last known address as shown by the records of the Association, pursuant to Article X, Section C of this Declaration

(C) Headings. The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

EXECUTED effective the 6th day of June, 2001.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the day and year above written.

DECLARANT:

TRES VISTAS DEVELOPMENT, LTD,  
a Texas Limited Partnership, by TRES  
VISTAS, L.L.C., General Partner

By: \_\_\_\_\_  
J. Donovan Williamson, President

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me the 13th day of June, 2001, by J. Donovan Williamson, President of TRES VISTAS, L.L.C., General Partner of TRES VISTAS DEVELOPMENT, LTD, a Texas limited partnership, on behalf of said company and partnership.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Mr. Mike Richards  
1300 S. University Drive, Suite 410  
Fort Worth, TX 76107

Exhibit "A"

TRES VISTAS ESTATES

152.392 acres, more or less, out of the I.&G.N. RR COMPANY SURVEY NUMBER 2, BLOCK 2, ABSTRACT NO. 1801 and the J. H. TAYLOR SURVEY, ABSTRACT NO. 1557, Parker County, Texas, more particularly described and identified in the amended plat to Tres Vistas Estates, Block 1, Parker County, Texas, recorded in Volume (Cabinet) B, Page (Slide) 605, of the plat records of Parker County, Texas.

Exhibit "B"

COMMON AREA

Tracts 'A-R', 'B' and 'C' together with all streets and roads identified in the amended plat for Tres Vistas Estates, Block 1, Parker County, Texas, as recorded in Volume (Cabinet) B, Page (Slide) 605 of the Plat Records of Parker County, Texas.

Exhibit "C"

RULES OF TRES VISTAS HOMEOWNERS ASSOCIATION

1. Signs. No signs may be erected within the Properties without written approval of the Architectural Review Committee, as appropriate, except signs erected by the Board or Declarant. The Board may restrict the size, color, lettering, and placement of signs. Except as provided above, no, signs, flags, banners, or similar items advertising or providing directional information with respect to activities being conducted within or outside the Properties shall be posted within the Properties.

2. Parking and Prohibited Vehicles.

(a) Parking. Parking shall be permitted only in garages or driveways, if any, serving the Living Unit or in other parking areas as designated by the Board, in which parking may be assigned. Declarant and/or the Association may designate on-street parking areas for visitors or guests subject to reasonable rules.

(b) Prohibited Vehicles. Commercial Vehicles, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers, campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses are prohibited on the Residential Properties except within enclosed garages. For purposes of this paragraph, a vehicle is "stored" if it is put up on blocks or covered and remains on blocks or covered for 14 consecutive days without the prior approval of the Board. Service and delivery vehicles may be parked in the Properties for such time as is reasonably necessary to provide service or to make a delivery to a Living Unit or the Common Area. Any vehicle parked in violation of the Declaration, the Bylaws, this rule, or any other parking rules promulgated by the Board may be towed in accordance with Section V(M) of the Declarations.

3. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Residential Properties. However, dogs, cats, and other usual and common household pets, not to exceed a total of three pets, may be permitted in a Unit. The foregoing limitation on the number of pets shall not apply to hamsters, small birds, or fish, nor shall it require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three months old. However, those pets which are permitted to roam free, or endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Living Units or the owner of any portion of the Properties shall be removed upon request of the Board. If the owner of the pet fails to comply with such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for a commercial purpose. All dogs shall at all times whenever they are outside a Living Unit be confined on a leash held by a responsible person. Pet's feces shall be removed from the Common Area or roadways by the pet owner.



4. Quiet Enjoyment. Nothing shall be done or maintained in any part of a Living Unit which emits foul or obnoxious odors outside the Living Unit or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Living Units. There shall not be maintained any plants or animals or devise or thing of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

No noxious, illegal or offensive activity shall be conducted on the Properties, which the Board finds to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants and invitees of other Living Units. No outside burning shall be permitted within the Properties. No speaker (except those inaudible to adjoining Lots), horn, whistle, bell, or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Living Unit.

5. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmitting or receiving of television, radio, microwave, or other electronic signals of any kind shall be allowed without prior written approval of ARC, unless completely contained within a structure on a Living Unit so as not to be visible from outside the Living Unit. Any permitted apparatus must be screened from view of adjacent Living Units by an approved fence or other approved structure. Declarant and/or the Association may install an aerial, satellite dish, master antenna, cable system, or other apparatus to receive electronic signals for the benefit of all or portions of the Properties.

6. Subdivision of Unit and Timesharing. No Living Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board; provided that Declarant may subdivide, change the boundary line of, or replat any Lot it owns. Any division, boundary line change, or replatting shall not violate the applicable subdivision and zoning regulations.

No Living Unit shall be made subject to timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Living Unit rotates among members of the program on a fixed or floating time schedule over a period of years.

7. Lighting. Except for traditional holiday decorative lights, which may be displayed from Thanksgiving through January 15 of the following year, all exterior lights must be approved under Article IV of the Declaration.

8. On-Site Fuel Storage. No on-site storage of gasoline, heating, or other fuels shall be permitted on any part of the Properties. However, up to five gallons of fuel may be stored on each Living Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.

9. Laws and Ordinances. Every Owner and occupant of any Living Unit, their guests and invitees, shall comply with all laws, statutes, ordinances, and rules of federal,

state and municipal governments applicable to the Properties. Any violation may be considered a violation of the Declaration. However, the Board shall have no obligation to enforce any laws, ordinances, or government regulations.

An owner may request in writing a hearing by the board regarding an alleged breach of these Rules by the owner or a resident of the owner's unit for which a fine is imposed. The board will schedule a hearing within 30 days of receiving the owner's written request. At the hearing, the board will consider the facts and circumstances surrounding the alleged violation. The owner may attend the hearing in person, or may be represented by another person or written communication.

**ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
TRES VISTAS ESTATES**

**ARTICLE IV ARCHITECTURAL REVIEW (ARC)**

**SUBMITTAL PROCESS**

- 1) Submittals requiring the ARC's review and approval shall be submitted to the chairman of the ARC.
- 2) The ARC chairman shall forward submittals to the ARC members for their review and approval.
- 3) The ARC members forward their comments back to the ARC chairman and a letter is then sent (from the chairman) to the homeowner with the ARC's comments and/or approval..

**PROCEDURE FOR NON-COMPLIANCE ISSUES**

- 1) The Board of Director's president shall be notified by the ARC chairman when irresolvable, non-compliant issues arise with the Tres Vista's submittal process, deed restrictions and design guidelines.
- 2) The Board of Director's president shall conduct a confidential electronic (email) survey of the general membership for a majority vote of members to determine if a formal variance should be approved for the irresolvable, non-compliant issue.
- 3) The results of the variance survey shall be presented to the ARC's chairman by The Board of Director president.
- 4) The ARC chairman shall advise the homeowner having the issue the final resolution of that issue.