

Covenants
of the
Reata Estates Association, Inc.

Parker County, Texas

Version 2.0
November 2002

**Amended and Restated Reata
Declaration of Restrictive Covenants**

**State of Texas
County of Parker**

This AMENDED AND RESTATED REATA DECLARATION OF RESTRICTIVE COVENANTS is made effective as of the 30th day of October, 2002, by and between Raeta Properties, Ltd, a Texas limited partnership, d/b/a Reata Properties Ltd. (Declarant."), Reata Estates Association, Inc., a Texas not for profit corporation ("Association"), James C. Thomason, an individual ("Thomason"), and Dorothy Lupton, an individual ("Lupton").

Recitals

Whereas, Declarant, Thomason and Lupton have developed that certain real property commonly known as Reata, situated in Parker County, Texas, more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Properties");

Whereas, Thomason and Lupton are limited partners in Raeta Properties, Ltd. and developed part of the Properties in their individual capacities;

Whereas Declarant executed and filed Declaration of Restrictive Covenants which may of may not affect the Properties, dated March 17, 1997, filed March 18, 1997, in Volume 1708, Page 716, Parker County Deed Records (the "Original Reata Restrictive Covenants");

Whereas, Declarant, Thomason, Lupton, the Association (hereinafter defined) and Owners (hereinafter defined) desire to execute this Amended and Restated Reata Declaration of Restrictive Covenants to insure the restrictive covenants set forth in the Original Reata Restrictive Covenants have been, and are forever enforceable against the Owners; and

Whereas, Delaarant, Thomason, Lupton, the Association and Owners hereby desire to amend, ratify and affirm the Original Reata Restrictive Covenants to reflect the formation of the Association and the Association's assumption of Developer's obligations herein as set forth below.

Article I Restrictions

1.01 For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots constituting such Subdivision, as a restricted Subdivision, the following covenants, conditions and restrictions upon the use of the Properties are hereby established and adopted subject to the provisions hereof and made a part of each and every contract and deed executed by or on behalf of Developer, its successors or assigns, with the same shall be considered a part of each and every contract and deed as though incorporated fully therein and these covenants, conditions and restrictions as hereinafter set forth shall be and are hereby imposed on each described above, as shown by the Plat and referred to herein, and the same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the Developer, its successors or assigns, and all subsequent purchasers of the Properties and Lots, and each purchaser, by virtue of accepting a contract or a deed covering the Lots shall be subject to and bound by such restrictions, covenants and conditions, and their terms of this instrument as hereinafter set forth.

Article II Definitions

2.01 "Association" shall mean Reata Estates Association, Inc., a Texas not for profit corporation.

2.02 "Common Properties" shall mean and refer to as those areas of land on the Properties and intended to be devoted to the common use of the Properties including the entry area along Reata Drive and easements for the entry gate and wall. Specific Common Property shall mean and refer to the entry gates, the entry wall, operating system for the entry gates as well as the electric meter involved in the operation of the gates.

2.03 "Developer" shall mean Reata Properties, Ltd.

2.04 "Maintenance" shall mean the exercise of reasonable care to keep roads, landscaping, lighting, or other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Street light maintenance including replacement of bulbs will be the responsibility of Tri-County Electric. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

2.05 "Member" shall mean and refer to all those Owners (as defined herein) who are Members of the Association.

2.06 "Outbuilding" shall include any building improvement, temporary or permanent, located on a Lot which is not connected to the residence.

2.07 "Owners" shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or portion of a Lot which is a part of the Properties, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

2.08 "Properties" shall mean and refer to the property described on

Exhibit "A" attached hereto and such other additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.09 "Streets" includes all streets as shown on the Plat.

2.10 "Subdivision" shall mean all of the Properties owned by the Developer, which is presently subdivided.

Article III Membership and Voting Rights in the Association

3.01 Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of the obligation shall not be a Member.

3.02 The Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined in Section I with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Section I. When more than one person holds such interest or interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The owner(s) of any lot for which annual assessments have not been received by the Association shall not be entitled to cast a vote, nor shall said Lots be counted towards the total number of Lots used to determine a quorum.

Class B: Class B members shall be the Developer, its successors and assigns. the Class B member shall be entitled to five votes for each Lot in which it holds the interest required for membership by Section I, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership: or

(b) on January 1, 2002.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member.

Article IV

4.01 The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provisions herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than January 1, 2002, free of all liens and contractual obligations.

4.02 The rights created hereby shall be subject to the following:

(a) The rights of the Association in accordance with its Articles and Bylaws to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said Common Properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described Common Properties against foreclosure;

(c) The right of the Association to charge reasonable fees for the use of the Common Properties;

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes, and subject to such conditions as may be agreed to by the Members; provided that no such dedication or transfer, determination as to the purposes or the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and actions thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Article V Covenant for Assessments

5.01 The Developer, for each Lot owned by it within the Properties, hereby covenants and agrees with each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance be deemed to covenant and agree to pay the Association

(I) annual assessments or charges;

(II) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge upon the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time the assessment fell due.

5.02 The assessment levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Properties and, in particular, for the improvements and maintenance of property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties.

5.03 The initial annual assessment shall be \$300.00 per Lot, from and after January 1, 1997. Thereafter, the annual assessment may be increased by vote of the Members as hereinafter provided, for the next succeeding one (1) year and at the end of such period for such succeeding one (1) year.

5.04 The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year to be a lesser amount.

5.05 Subject to the limitations of Section V hereof, and for the period hereinafter specified, the Association may change the maximum and basis of the assessments fixed by Section V hereof prospectively for any such period, provided that any such change shall have the assent of two thirds (2/3) of the vote of each class of Members 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 Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitation of Section V hereof shall not apply to any change in the maximum and the basis of the assessments undertaken as an instant to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

5.06 The quorum required for any action authorized by Section IV and V hereof shall be as follows: At the first meeting called, as provided in Section IV and V hereof, the presence at the meeting of Members or proxy entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections IV and V and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, and provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.07 The annual assessments provided for herein shall commence on the date (which shall be the first day of a month fixed by the Board of Directors of the Association to be the date of commencement).

5.08 The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year after the first year shall become due and payable on the first day of January of said year.

5.09 The amount of annual assessment which may be levied for the balance remaining in the first year of assessments shall be an amount which bears the same relationship to the annual assessment provided for in Section III hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of assessment shall apply to the first assessment levied against any property which is hereinafter added to the Properties now subject to assessment at a time other than the beginning of any assessment period.

5.10 The due date of any special assessment under Section IV hereof shall be fixed in the resolution authorizing such assessment.

5.11 The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of such date or period and shall at that time prepare roster of the Properties and assessment applicable thereto which shall be kept in the offices of the Association and shall be open to inspection by any Owner.

5.12 Written notice of the assessment shall thereupon be sent to every

Owner subject thereto.

5.13 The Association shall, upon demand at any time, furnish to any Owner liable for said assessment certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5.14 If the assessments are not paid on the date when due (being the date specified in Section VII hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided thereon, become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall pass to his successors in title unless expressly assumed by them.

5.15 If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fees to be fixed by the court, together with costs of the action.

5.16 The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property, subject to the 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 property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor shall the lien of any such assessment.

5.17 The following property, subject to this declaration, shall be exempted from the assessment, charge, and lien created herein:

(a) All Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Properties;

(c) All of the Properties exempted from taxation by the laws of the State of Texas upon the terms and to the extent to such legal exemption;

(d) Unimproved Lots owned by Developer

5.18 Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Article VI

Use of Land

6.01 The Lots described above shall be for single family residential use only. No structure shall be erected on any Lot other than one detached single family dwelling not to exceed two stories in height and a private enclosed attached garage for not less than two cars. Any enclosed attached garage shall be constructed of permanent materials that shall blend and be harmonious with the residence erected on the Lot in question. No building shall be erected, altered, placed or permitted to remain on any Lot other than for purposes set out in this paragraph except as may be approved by the Architectural Control Committee.

6.02 No building shall be located on any Lot nearer than twenty-five (25) feet to the front property line, or the fronting along a road and no nearer than ten (10) feet from either side or rear of property line.

6.03 No business of any kind shall be conducted on any Lot with the exception of the business of Developer and the transferees of Developer in developing the Lots. The construction of any duplex, triple, quadruple, apartment house, hotel or business establishment is expressly prohibited.

6.04 No activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may become an annoyance or a nuisance to the neighborhood. No professional buildings or commercial activities to which the general public is invited shall be conducted on any Lot.

6.05 No sign of any kind shall be displayed to the public view of any Lot, except one sign of not more than five (5) square feet advertising a Lot for sale or for rent, or signs used by the builder or the Developer to advertise the Properties during the construction and sales.

6.06 Nothing shall be done or kept on a Lot which would increase the rate of insurance relating thereto, and no Owner shall permit anything to be done or kept on a Lot which would result in the cancellation of the insurance on any residence, or which would be in violation of any law, ordinance or regulation applicable to the Lot or Properties in the Development.

6.07 Animals: horses are permitted. No hogs, pigs or swine, chicken or poultry shall be allowed on any Lot or Properties in the development, and no part of the property or any tract shall be used for any commercial purpose, feed Lot or kennel. All animals must be restricted and contained within appropriate fencing and housing, including domestic animals such as dogs and cats. Rodents may be kept as household pets only. No feed Lots or boarding stables will be permitted. Hunting is prohibited on any tract or on the property or in the development. No animal shall be allowed to run freely away from the Owner's tract and must be controlled by a leash or trained to walk with Owner unleashed. All leash and licensing laws in effect in Parker County shall apply to these animal husbandry provisions. No animal shall become a nuisance. Livestock will be restricted to horses at a density of no more than one large animal per acre.

6.08 No rubbish, trash, garbage or other waste material shall be kept or permitted on any Lot, except in sanitary containers located in appropriate areas concealed from public view. Rubbish, trash, garbage or other waste materials shall not be placed for city collection more than

twelve hours prior to the scheduled collection time.

6.09 No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements, and then such material must be placed within the property lines of the Lot, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and the building line.

6.10 No boats, trailers, mobile homes, recreational vehicles, or trucks with tonnage in excess of 3/4 ton shall be permitted on the streets, driveway, or Lots overnight, unless they can be located in a garage in such a way as to not be visible from the street, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the development at any time.

6.11 No stumps, trees, underbrush or any refuse of any kind, nor scrap materials from the improvements being erected on any Lot shall be placed on any adjoining Lots, streets or easements. All such material, if not disposed of immediately, must remain upon the Lot upon which the construction work is in progress and at the completion of such improvements, such materials shall immediately be removed from the Lot.

6.12 No oil drilling, oil development operations, oil refinery, quarrying or mining operations of any kind shall be permitted upon or in any of the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Properties. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted on any of the Properties.

6.13 No Lot may be divided, subdivided, partitioned or otherwise revised in any manner which would give rise to a claim that a second or additional single family residence or dwelling could be placed on the Lot as so divided, subdivided, partitioned or otherwise revised.

Article VII Architectural Control

7.01 For the purpose of further assuring the orderly and uniform development of the Subdivision as a residential Subdivision of good and desirable character, and in order to carry out a general plan of development for the benefit for each and every purchaser of a Lot in the Subdivision, the following additional restrictions, covenants, conditions and limitations are established, and the Properties is held and shall be conveyed subject to such restrictions, reservations, covenants.

7.02 No improvements of any character shall be erected, nor the erection thereof begun, nor changes made in the exterior design thereof after original construction, on any Lot until plans and specifications have been submitted to and approved in writing by the Architectural Control Committee hereinafter constituted. Such approval shall include the exterior design, materials to be used, the location on the Lot, as well as harmony of design within the Subdivision. It is the intent of these restrictions to provide for a high quality residential community and, to that end, the Architectural Control Committee is hereby granted broad powers to construe and apply these restrictions, covenants and conditions and to decide on questions arising hereunder, in addition, the following requirements specifically apply:

(a) No dwelling shall be erected or placed on any Lot having a width or area less than that required in these restrictions.

(b) No trailer, basement, tent, shack, garage or any other structure of a temporary character shall at any time be erected or used on any Lot as a residence or a business, either temporarily or permanently, except during actual construction of a home being erected hereon, and then, such temporary building must be on the Lot on which construction is in process and not on adjoining Lots, streets, or easements, and at completion of construction, the temporary building must be removed immediately. No temporary building or structure shall be used for residential purposes during construction.

(c) The minimum floor area of the main structure exclusive of open porches and garages erected on a Lot shall be not less than 2,500 square feet minimum of which not less than 1,600 square feet will be built on the first floor. Exposed exterior wall area exclusive of doors and windows will be 85% masonry; provided however, the front exterior wall area, except windows and doors, of such building shall be not less than 100% of such materials unless otherwise approved by the Architectural Control Committee in writing. The Architectural Control Committee may amend the masonry requirement in cases where the plans due to architectural styling would, in the opinion of the Architectural Control Committee, demand the use of other acceptable building materials, which are approved by the said committee. Masonry material shall be of the quality and appearance equal or superior to, standard clay or shale, common brick or quarried stone or stucco. Roofs shall be wood shingle, tile, slate or selective composition roofs of a minimum of 240 lbs per square and resemble a rough shake appearance may be approved by the Architectural Control Committee based on its weight and color. Roof pitch shall be 8:12 pitch minimum.

7.03 Each residence shall include a garage of not less than two car size. If on the street side, the front of the garage must be closed with a wall of the same materials as the dwelling. It is the general intention of this paragraph that no garages shall have an opening which faces or opens facing a street or any side street; however, the placement of garages on Lots shall be subject to the approval of the Architectural Control Committee, which committee shall have the authority to accept or reject any proposed plan in this regard.

7.04 No garage apartment for rental purposes shall be permitted. However, this does not prevent occupancies of servant quarters by domestic servants, domiciled with an Owner or occupant.

7.05 No gazebos, greenhouse, storage shed, clothesline, outbuilding or other similar structure shall be erected, constructed or placed on any Lot without the prior written approval by the Architectural Control Committee.

7.06 No television, radio or similar antennas, masts or receiving or sending apparatus shall be erected on any Lot exceeding a height of thirty feet from the point of the highest ground level, whether or not any such antenna, masts, or receiving or sending apparatus has its base on the ground or on any building. No Lot or structure thereon shall be used as a base for any type radio, television or similar broadcasting system. No satellite dish shall be erected where it is visible from any street.

7.07 No pool may be erected, constructed or installed without the

prior written consent of the Architectural Control Committee. Above ground pools are expressly prohibited. All pool service equipment shall be fenced and located in either (a) a side yard between the front and rear boundaries of the dwelling or (b) in the rear adjacent of the dwelling; or shall not be visible from any street or alley or any adjoining Lot.

7.08 All utility meters, equipment, air conditioning compressors, propane tanks and similar items must be located in areas designated by the Architectural Control Committee and must be screened from view as required by the Architectural Control Committee.

7.09 Fences: All fences shall be constructed of wood, masonry, pipe, pipe and sucker-rod, or pipe and cable except decorative walls approved by the Architectural Control Committee. All public or private road fencing shall be approved in advance by the Architectural Control Committee. All other fencing shall be a minimum of wire with metal post and must be approved by the Architectural Control Committee. No chain link, metal cloth or other fences may be built or maintained on any Lot without the consent of the Architectural Control Committee. No material of any sort may be constructed within the limits of the area designated as floodway without prior approval of the proper governmental entity.

7.10 All structures must be built above levels determined on the Plat to be within the floodway unless otherwise approved by the proper governmental entity.

7.11 The Owners shall be responsible for repairing and maintaining all fences on the Lots. In the event of the failure of the Owner to maintain and repair such fences, the association may enter upon said Lot and cause said wall or fences to be repaired or maintained and may charge the Owner or occupant of such for the cost of such work by submitting a statement setting forth the cost of such work to the Owner or occupant of such Lot. The Owner or occupant as the case may be agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof, the amounts of such charge, together with the interest at the rate of ten percent per annum, and reasonable costs of collection, including court costs and attorney fees, which shall be a charge and continuing lien upon the Lot after an affidavit of lien is filed in the deed records of Parker County, Texas, as well. As the continuing personal obligation of the Owner of said Lot at the time such charges incurred.

7.12 The lien securing any such assessment shall be subordinated and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the filing of the affidavit of lien. Since it is the purpose and intent of these covenants and restrictions that utility services in said Subdivision shall be maintained underground; no poles, towers, or other similar structures, no overhead lines shall be installed for any purpose or any building sites without written consent of the Architectural Control Committee.

7.13 No driveways shall be constructed without provisions for drainage of surface water along the designated right of way or easement, nor without gravel, concrete, brick or hot mix asphalt paving being installed between the Street and the garage slab. No building shall be constructed on any Lot until provisions have been made for drainage of surface water to off site areas which minimize draining across adjacent portion of the Properties or Lots; drainage shall be into the bar

ditches or onto natural drainage areas wherever possible. Driveways shall be constructed of gravel concrete, hot mix asphalt materials or other materials as approved by the Architectural Control Committee. No dirt, or road base driveways shall be permitted.

7.14 All windows which are visible from any street shall be covered with draperies or blinds within thirty (30) days after the date on which the main structure is occupied. All tin foil and newspaper window coverings are expressly prohibited.

7.15 Each residence shall be fully landscaped within one hundred twenty (120) days after the date on which the main structure is occupied. The landscaping of each Lot shall be principally grass.

7.16 Retaining walls shall be constructed of concrete and shall be faced with brick or stone of the same as that used on the dwelling, other materials may be permitted only with the written consent of the Architectural Control Committee.

7.17 Mailboxes shall be constructed of brick, masonry, or other materials approved by the Architectural Control Committee and shall be of standardized construction and appearance to other mailboxes in the Subdivision. Mailboxes shall be arranged as gang boxes if and only if required by the US Postal service.

7.18 Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded Plat for the Subdivision and no structure (except fences) shall be erected upon any said easements. Neither Developer nor any utility company using the easements shall be liable for any damages done by either of them or their assigns, or their agents, employees or servants to shrubbery, trees, flowers or improvement of any Owner located on the land covered by said easements.

Article VIII Owner's Obligation to Repair

8.01 Each Owner, at his sole cost and expense, repair his residence, keeping the same in a condition compatible to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

Article IX Owner's Obligation to Rebuild

9.01 If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. All plans for repair or reconstruction shall be approved by the Architectural Control Committee.

Article X Lot Maintenance

10.01 The Owners or occupants of all Lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment unless incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything during the construction phase of the improvements.

10.02 The Association or its duly authorized agents shall have the authority and right after reasonable notice to go onto said Lot at reasonable hours of any day for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of such Lot a reasonable fee for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. The assessment together with interest (at the highest permitted lawful rate per annum) thereon and any cost of collection thereof, shall be a lien on the Lot after an affidavit of lien is filed in the deed records of Parker County, Texas, and shall be a continuing lien upon the Lot until such assessment is paid. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinated and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the filing of the affidavit of lien.

Article XI Architectural Control Committee

11.01 The Architectural Control Committee shall be comprised of two (2) or more qualified persons which committee shall serve at the pleasure of the Board of Directors of the Association. The Architectural Control Committee shall not be liable for damage to anyone submitting plans to it for approval or any Owner or occupant of the Subdivision by reason of error or mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans.

11.02 Two full sets of final construction plans showing floor plan, elevation, foundation plan, plot plan, and material specification sheets must be presented to the Architectural Control Committee for approval prior to any construction. One copy will be kept in file and the other returned to purchaser or builder.

11.03 The Architectural Control Committee shall have ten (10) days to review plans.

Article XII Notices

12.01 Any notice required to be sent to any Member or Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, post paid to the last known address of the person who appears as a Member or Owner on the records of the association at the time of such mailing.

Article XIII Duration of Restrictions

13.01 These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After such time, said covenants, conditions and restrictions shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the then Owners of the Lots have been recorded agreeing to change said covenants, conditions, or restrictions in whole or part.

13.02 Developer reserves the right to alter or amend these covenants, conditions, and restrictions in writing and such alteration or amendment when duly recorded shall be binding upon all Owners of all Lots shown on the Plat until such time as Developer ceases to be a Class B member of the association.

13.03 The Association may assign or convey by appropriate instruments to any person or corporation, any and all rights, reservations, easements and privileges reserved by it, and upon the duly recording of such assignment or conveyancing, their assigns or grantees at their option, may exercise, transfer or assign such right, reservations, easements and privileges or any one or more of them at any time or time in the same way and manner as though directly reserved by them in this instrument.

Article XIV Enforcement

14.01 The covenants, conditions and restrictions set forth herein shall run with the land and bind the Developer, its successors and or assigns, and all parties claiming by, through and under it shall be taken to hold, agree and covenant with the Developer and its successors in title, with each of them to conform and observe all covenants, conditions and restrictions as to the use of said Lots and the Properties and the construction of improvements thereon; provided, however, that no such person or corporation shall be liable except in respect to the breaches committed during its, his or their Ownership of the Properties. The violation of any such restriction, covenants or conditions shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against the Properties, or any part thereof, but such liens may be enforced as against and all property covered thereby, subject nevertheless, to the restrictions, covenants and conditions as herein mentioned. Enforcement hereof may be by proceedings at law or in equity against any person violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages.

14.02 Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to cover damages against the land to enforce any lien created by the covenants and failure by the association or any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Article XV Severability

15.01 Invalidation of any of these covenants, conditions and restrictions by judgment or court order shall in no way effect any of the other provisions shall remain in full force and effect.

15.02 Failure to enforce any of these restrictions, conditions or covenants herein set forth at the time of a violation shall no event be deemed to be a waiver of the right to do so at any time thereafter.

**Article XVI
Developers Discretion**

Notwithstanding any provisions of this declaration to the contrary, the Developer shall never be obligated to erect, install, maintain, or repair any fences, walls, sprinkler systems, grading, planting, or landscaping of any Lots

***{SIGNATURE PAGE OF ALL PARTIES IS INSERTED
HERE}***