

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
*for*  
PHASE II, BROOKWOOD HILLS**

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**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
*for*  
**PHASE II, BROOKWOOD HILLS**

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THE STATE OF TEXAS                   §  
                                                  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TARRANT               §

WHEREAS, Brookwood Hills, Phase II, a subdivision in Tarrant County, Texas, as shown on the map or plat recorded at Volume 388/164, Page 81 of the Deed Records of Tarrant County, Texas (the “**Subdivision**”) is subject to and governed by that certain Declaration of Covenants, Conditions and Restrictions for Phase II, Brookwood Hills, recorded at Volume 7635, Page 1021, et seq. of the Real Property Records of Tarrant County, Texas; as supplemented by the First Supplement to the Declaration of Covenants, Conditions and Restrictions for Phase II, Brookwood Hills, recorded at Clerk’s File No. D213233656 of the Real Property Records of Tarrant County, Texas; and the Second Supplemental Declaration of Covenants, Conditions and Restrictions for Phase II, Brookwood Hills, recorded at Clerk’s File No. D221312994 of the Real Property Records of Tarrant County, Texas (the “**Original Declaration**”), as amended and/or supplemented from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Brookwood Hills II Homeowners Association, Inc. (the “**Association**”).

WHEREAS, the Original Declaration establishes the Brookwood Hills II Homeowners Association, Inc. as a property owners’ association and makes the owners of the real property in the Subdivision mandatory members of such property owners’ association.

WHEREAS, members of the Association desire to amend and restate the Original Declaration governing the Subdivision into this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Phase II, Brookwood Hills (hereinafter referred to as the “**Declaration**”).

WHEREAS, Article VI, Section 6.12 of the Original Declaration provides that the Original Declaration may be amended via the signature and acknowledgement of the owners of a majority of the Lots in the Subdivision via a recorded instrument.

WHEREAS, as evidenced by the attached certification by the President of the Association, property owners representing at least a majority of the Lots in the Subdivision consented to the adoption of this Declaration, which in effect amends and restates the Original Declaration applicable to the Subdivision property.

NOW THEREFORE, it is hereby declared that:

1.       The Original Declaration is hereby amended in its entirety and entirely replaced by this Declaration, and such Original Declaration shall have no further force or effect upon the Subdivision property; and

2. All of the Property shall hereafter be held, sold, conveyed and occupied subject to the easements, restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I. DEFINITIONS**

The following words when used herein shall have the following meanings when capitalized (unless the context requires otherwise and then the term is not capitalized).

Section 1.1. "Architectural Control Committee" or "Committee" means a committee appointed by the Board of Directors to approve or disapprove improvements to be constructed on a Lot as provided in this Declaration.

Section 1.2. "Assessment(s)" means a regular assessment, special assessment, individual assessment, deficiency assessment, capital assessment, or other amount an Owner is required to pay to the Association under this Declaration or other dedicatory instrument described herein.

Section 1.3. "Association" means Brookwood Hills II Homeowners Association, Inc., a Texas nonprofit corporation organized under Chapter 22 of the Business Organizations Code, and its successors and assigns, which is designated as the representative of Owners in the Subdivision, whose membership consists of Owners and manages and regulates the Subdivision for the benefit of the Owners. For purposes of clarity, when "Association" is used herein, that term includes the authority, rights, remedies and obligations of the nonprofit corporation, and the authority of the Board, as defined herein, to carry out the authority, rights, remedies and obligations of the Association.

Section 1.4. "Board of Directors" or "Board" refers to the governing body of the Association.

Section 1.5. "Bylaws" means the duly adopted bylaws of the Association as the same may be amended from time to time.

Section 1.6. "City" means the City of Bedford, Texas.

Section 1.7. "Collection Agent" means a debt collector, as defined by Section 803 of the federal Fair Debt Collection Practices Act (15 U.S.C. Section 1692a).

Section 1.8. "Common Areas" and "Common Properties" means any real property in the Subdivision (including improvements) owned by the Association for the common use and enjoyment of the Owners. Common Areas include, but are not limited to the Fencing and Entry Improvements and the Landscaping Improvements.

Section 1.9. "Dedictory Instrument" means each governing instrument covering the establishment, maintenance, and operation of the Subdivision. The term includes the Declaration, Bylaws, Design Guidelines, Rules and Regulations, Access, Production and Copying and Document Retention policies, Assessment Collection Policy and Alternative Payment Schedule, Fine and Enforcement Policy, other policies, and any other lawful amendments.

Section 1.10. "Design Guidelines" means such written requirements, if any, for construction of improvements, landscaping, and maintenance of improvements on Lots as the Committee may from time to time enact and publish to supplement the terms of this Declaration, which Design Guidelines shall be binding on the Owners and occupants of all Lots.

Section 1.11. "Fencing Wall and Entry Improvements" means the fencing and entryway features installed on the Property.

Section 1.12. "Landscaping Improvements" means such landscaping as the Association may install on the Property.

Section 1.13. "Lot" refers to any designated parcel of land in the Subdivision as shown on the Plat, including any improvements.

Section 1.14. "Managing Agent" means the Association's designated representative as it appears on the most current Management Certificate.

Section 1.15. "Management Certificate" means the most current instrument recorded pursuant to Section 209.004 of the Texas Property Code as the same may be amended from time to time.

Section 1.16. "Member" means Owner.

Section 1.17. "Official Records" means the Official Public Records of Real Property of Tarrant County, Texas.

Section 1.18. "Owner" means one (1) or more persons who hold record title to a Lot, and includes a personal representative, but does not include a party holding any claim to title of a Lot merely for purposes of security on a debt.

Section 1.19. "Plat" means that certain Subdivision Plat for Phase II, Brookwood Hills, recorded at Volume 388/164, Page 81, Deed and Plat Records of Tarrant County, Texas, and any further plats filed and annexed into the Subdivision.

Section 1.20. "Property" or "Subdivision" shall mean and refer to those certain residential Lots as described on Exhibit A to this Declaration, and such Subdivisions thereto as may hereafter be annexed and brought within the jurisdiction of the Association and any Common Area acquired or maintained by the Association.

Section 1.21. "Residence" refers to a single-family residence and its attached garage situated upon a Lot.



Section 1.22. "Rules and Regulations" or "Rules" mean the Rules and Regulations of the Association as may be promulgated by the Board and amended from time to time.

Section. 1.23. "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 Residence.

Section 1.24. "Texas Residential Property Owners Protection Act" or the "Act" refers to Texas Property Code Chapter 209, as same may be amended or repealed in whole or in part.

## **ARTICLE II. EASEMENTS AND USE**

Section 2.1. **Subdivision Plat.** The Subdivision Plat creates for use as such, subject to the limitations set forth herein, certain easements as shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Property. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed conveying said property or any part thereof.

Section 2.2. **Association's Easement.** The Association reserves to and for the benefit of the Association, and its successors and assigns, a perpetual, non-exclusive easement and right-of-way upon, over, and across that portion of any Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder.

Section 2.3. **Fencing and Entry Way Improvement Easement.** An easement is reserved across all Lots as necessary for the installation, operation, maintenance and ownership of any Fencing and Entry Way Improvements erected on a Lot and utility service lines from the property lines to the Residences. By acceptance of a deed to a Lot, the Owner of the Lot agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot. The Association shall have the right, but not the obligation, to maintain, repair and replace any Fencing and Entry Way Improvements or Landscaping Improvements, and, in the event the Association declines or fails to do so, the Owner of a Lot on which such improvements are located shall maintain such improvements in good condition and repair.

Section 2.4. **Retaining Wall Easement.** The Owner of each Lot on which a retaining wall is located (a "Benefitted Owner") shall have an easement over a reasonable portion (but in no event greater than five feet) of a Lot adjacent to such retaining wall to maintain such retaining wall. By acceptance of a deed to a Lot, each Benefited Owner agrees to maintain any retaining wall located on such Owner's Lot in good condition and repair. In the event a Benefited Owner fails to maintain a retaining wall as required herein, the Association shall have the right, but not the obligation, to maintain, repair and replace any such retaining wall, and the costs of such work shall be levied against the Benefited Owner as a Special Assessment in accordance with this Declaration.

Section 2.5. **Owner's Easement.** An easement is hereby granted to each Owner in and to the Common Areas for each such Owner's use and enjoyment of the Common Areas and for access to each such Owner's Lot, such easement being subject to the Rules and Regulations adopted from time to time by the Board and to the Board's right to control the use and operation of the Common Areas. Such Owner's right and easement shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

- 2.3.1. the right of the Association to suspend a Member's rights to the use of the Common Area and any recreational facilities thereon for a period of time during which any fees or Assessments against such Member's Lot remains unpaid, and to suspend such rights for a period not to exceed sixty (60) days for any infraction of the Association's published Rules and Regulations; and
- 2.3.2. the right of the Association to dedicate or transfer all or any part of the Common Area or any Common Area facilities to any public agency or authority having the same or similar purposes as the Association, subject to such conditions as may be reserved in the dedication or transfer. Except as provided in this Section, no such dedication or transfer shall be effective unless an instrument approving such dedication or transfer has been signed by at least sixty-seven percent (67%) of the Members in the Association and has been recorded in the Official Records.

Section 2.6. **Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities, and non-access easements, are reserved as shown on the Plat. Easements are also reserved on the Plat for the installation, operation, maintenance and ownership of utility service lines from the Lot lines to the Residences. Within these easements, no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with the installation, performance, and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of drainage channels in the easements. The easement area of each Lot and all improvements in it must be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

The Subdivision Plat may establish drainage easements over some of the Lots. The Owner of each Lot subject to a drainage easement shall be responsible, at his or her own expense, for maintaining such drainage easement and ensuring the free flow of water therein.

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 Residence 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 Committee and a City engineer;

(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 comply with the foregoing and ensure such Lot is graded and maintained in accordance with any grading plan for such Lot and the Subdivision.

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 Committee, and the Committee shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the Subdivision.

Section 2.7. **Damages.** Neither the Association nor the Committee shall be liable for any damages done by a utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under or through the Property, to fences, shrubbery, trees or flowers. No provision hereof related to placement or nature of structures or conditions on a Lot, nor the approval thereof, expressed or implied, by the Association or the Committee, shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

### ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 3.1. **Membership of the Association.** Every person or entity owning of record either the entire fee title or any undivided interest in the fee title to any Lot, or in any other area duly annexed thereto and brought under the jurisdiction of the Association is a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. The foregoing is not intended to include persons or entities holding an interest in a Lot merely as security for the performance of an obligation or those having only an interest in the mineral estate. Membership is mandatory and appurtenant to and may not be separated from ownership of such Lot. The Directors of the Association must be Members of the Association. Ownership of a Lot is the sole qualification for membership.

**ARTICLE IV.**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 4.1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot by acceptance of a deed to said Lot, whether or not expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) Annual Assessments or charges; (2) Special Assessments for capital improvements or extraordinary expenses or damage or destruction of certain property; (3) Individual Assessments; (4) Deficiency Assessments and (5) Capital Assessments, such Assessments to be established and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon, late fees, costs of collection and reasonable attorneys' fees, shall be a charge on 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, late fees and costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation fell due.

Section 4.2. **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the following purposes: (1) administrative expenses of the Association including cost of collecting assessments and enforcing the restrictions and obligations hereby imposed; (2) costs of maintaining Common Area or improvements thereon, or improvements provided for herein; (3) payment of the 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; (4) care and preservation of the Common Areas; (5) retention of the services of a management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors and the services of such other personnel as may be engaged by the Board of Directors or by the manager; (6) legal and accounting services; (7) a policy or policies of insurance insuring the Association and its Directors, and Officers against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors; (8) workers compensation insurance to the extent necessary to comply with any applicable laws; (9) such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable; and (10) pay for or defray the cost of extraordinary expenses of the Association.

Section 4.3. **Annual Assessment.** The Board of Directors, no less than annually, shall set forth a budget sufficient to cover the anticipated annual expenses and reserves required to fulfill the Association's obligations to the Owners. The Board of Directors shall fix an Annual Assessment to fund the approved budget which may be billed monthly, quarterly, or annually, in advance, as it determines. If, during the course of the fiscal year, the Board determines that the annual budget is insufficient to cover the Association's annual expenses and reserves, the Board is authorized to increase the Assessments mid-year, provided the Association provides notice to the membership of the increased Assessment thirty (30) days before the Assessment's due date.

Section 4.4. **Special Assessments for Capital Improvements or Extraordinary Expense.** In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, one or more Special Assessments, for the purpose of defraying, paying or establishing a reserve to pay, in whole or in part, any extraordinary or unanticipated expense of the Association or the cost of any construction, reconstruction, repair, or replacement of any capital improvement upon the Common Area benefitting the Subdivision, including any fixtures

and personal property related thereto, or to pay for or defray the cost of any extraordinary expense of the Association.

Section 4.5. **Special Assessment for Damage or Destruction of Certain Property.** In the event any Common Area or property owned or maintained by the Association is damaged or destroyed through the willful or negligent acts of an Owner or his family members, contractors, agents, and/or guests, the Association may repair such damaged property at the cost and expense of the Owner. All repairs to Common Area or property owned or maintained by the Association shall conform with the original plans and specifications of the Common Area involved or with any subsequent modifications or alterations made to such property by the Association in its discretion. The cost of such repairs shall become a Special Assessment against the Lot of the Owner causing or hereby responsible for the damage.

Section 4.6. **Individual Assessments.** In addition to Annual and Special Assessments, the Board may levy an Individual Assessment against a Lot and its Owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for attorneys' fees and costs incurred in bringing an Owner or the Lot into compliance with the Dedicatory Instruments; fines for violations of the Dedicatory Instruments; insurance deductibles; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to benefit received.

Section 4.7. **Deficiency Assessments.** The Board may levy a Deficiency Assessment against all Lots for the purpose of defraying, in whole or in part, the cost of repair or restoration if insurance proceeds or condemnation awards prove insufficient.

Section 4.8. **Capital Assessment.** Upon the conveyance of a Lot, the purchaser of the Lot is required to pay the Association a sum equal to the amount of the current Annual Assessment. The sum payable to the Association upon the conveyance of a Lot as provided in this Section is referred to herein as the "Capital Assessment". The Capital Assessment is due and payable on the date the deed conveying the Lot to the purchaser is recorded or, if a contract for deed or similar instrument, the date the contract for deed is executed. Payment of the Capital Assessment is in default if the Capital Assessment is not paid on or before the due date for such payment. A Capital Assessment in default will bear interest at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, from the due date until paid and will incur late charges at the same rate applicable to the Annual Assessment. No Capital Assessment paid by an Owner will be refunded to the Owner by the Association. The Association may enforce payment of the Capital Assessment in the same manner which the Association may enforce payment of Annual Assessment and Special Assessments pursuant to this Article IV. Capital Assessments may be used by the Association for any purposes for which Annual Assessments may be used.

Section 4.9. **Uniform Rate of Assessment.** Subject to the provisions above, Annual, Special and Deficiency Assessments must be fixed by the Association at a uniform rate per Lot, and may

be collected in advance on a monthly, quarterly, or annual basis, as the Board of Directors shall determine.

Section 4.10. **Date of Commencement of Annual Assessments; Due Date.** The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Lot to an Owner and will be prorated according to the number of days remaining in the calendar year. The due date for Annual Assessments shall be fixed by the Board. As of the filing of this Declaration, the due date for Assessments is January 1<sup>st</sup>.

Section 4.11. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any Assessment not paid on or before the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or the maximum, non-usurious rate, whichever is less, and shall be subjected to a late fee in an amount determined by the Board. Upon written notice to Owner in compliance with Sections 209.0064 and 209.0094 of the Code or any successor statute and the Association's Assessment Collection Policy, the Association may bring an action at law against the Owner personally obligated to pay the same, and to foreclose the Association's lien against the Owner's Lot. 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 in a like manner as a mortgage or deed of trust lien on real property, and each Owner hereby expressly grants to the Association the power of sale in connection with said lien. 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 shall be freed of liability for any Assessments provided for herein by virtue of non-use of Common Area, or non-existence of Common Area.

Section 4.12. **Subordination of the Lien to Mortgagees.** The lien of any Assessments provided for herein shall be subordinate to the lien of a first purchase money mortgage. Sale or transfer of any Lot shall not affect the assessment lien, which shall attach to and follow ownership of the Lot, except for the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance to the holder of a purchase money lien in lieu of foreclosure, which shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof nor shall foreclosure relieve a prior Owner from personal liability for unpaid Assessments.

## **ARTICLE V. CONSTRUCTION OF IMPROVEMENTS**

Section 5.1. **General Standards.** All construction in the Subdivision shall be in accordance with the standards developed as provided in Article V and the Design Guidelines, if adopted.

Section 5.2. **Garages.** Each Residence shall have a minimum two-car garage conforming with applicable City zoning ordinances and codes, and the garage must conform in design and materials with the main structure of the Residence. No garage can be used as a Residence, either temporarily or permanently. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles.

Section 5.3. **Drainage Plan.** The general grading, slope and drainage plan of a Lot may not be altered, nor may any dams, berms, channels or swales be constructed or excavated, without the prior approval of the Committee, the City (if applicable) and other appropriate agencies having authority to grant such approval.

Section 5.4. **Roofing.** Unless otherwise approved in writing by the Committee, no roof on any Residence constructed on a Lot shall have less than a 6"/12' roof slope. All roofs shall be constructed or covered with an aesthetic stone coated metal (no barn metal) or 25-year composition shingles (meaning having a manufacturer's warranty of at least 25 years) with a weight of at least 240 pounds per 100 square feet in a muted brown or gray color, unless approved by the Committee. Unless otherwise approved by the Committee, all roof stacks and flashings must be painted to match the roof color.

Section 5.5. **Minimum Floor Area.** The total air-conditioned living area of the main residential structure built on any of the following Lots (as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings,) shall not be less than 2,000 square feet.

Section 5.6. **Approved Materials.** All new construction, unless otherwise approved in writing by the Committee, the front wall area (exclusive of windows) of the first floor of each building constructed on a Lot, including, but not limited to, chimney flues, shall be not less than 95% masonry. Notwithstanding the foregoing, the front wall area on all first-floor walls of a two-story dwelling shall be brick only unless otherwise approved in writing by the Committee. The total exterior wall area of each building constructed on a Lot, including, but not limited to, chimney flues, shall be not less than 70% (or a higher percentage if required by the City) masonry; provided, however, windows, doors and gables shall be excluded from the calculation of the total exterior wall area.

Section 5.7. **Setback Restrictions.** No dwelling shall be located on any Lot nearer to the front Lot line, a side Lot line or the rear Lot line than the minimum setback lines shown on the Plat or required by the City, whichever is greater.

Section 5.8. **Driveways.** All driveways shall be surfaced with concrete, or similar substance approved by the Committee.

Section 5.9. **Fences and Walls.** Except as provided herein otherwise, any fence or wall must be constructed of brick, wrought iron (tubular steel), or wood or other material approved by the Committee. The location, size and appearance of such fence or wall shall be subject to the prior approval of the Committee. Unless approved by the Committee, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet 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. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such

intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 5.9.1. Special Fence Requirements. The Owners of certain particular Lots shall abide by specific additional fence requirements as follows:

(a) Brick Fence Zone. In locations designated on Exhibit B, the fence shall be constructed of brick and in a uniform manner as specified by the Committee. The fence and its appearance are to be maintained by the Owner.

(b) Brick Columns with Wood Fence Zone. In locations designated on Exhibit B, the fence shall be a wood fence, constructed with 6-inch pickets, and at the height of 6-feet, with brick columns spaced a nominal 25 feet. The outward face of the fence shall be painted or stained the color specified by the Committee. The fence and its appearance are to be maintained by the Owner.

(c) Wood Fence Zone. For areas not specifically designated on Exhibit B, the fence shall be a wood fence, constructed with pickets of 4-inch material or greater, and at the height not to exceed 8 feet. The fence and its appearance are to be maintained by the Owner. Wood fences shall be (a) left to weather naturally; or (b) treated with a natural color preservative stain or a color approved in writing by the Architectural Control Committee. Other wood fence treatments are not permitted without authorization by Architectural Control Committee.

Section 5.10. Landscaping. Each Owner of a Lot shall landscape the Lot according to the following minimum provisions:

(a) All front and side yards visible from the street shall be sodded with grass from the home to the back of the street curb.

(b) Landscape plants shall be installed and maintained along the entire front of the home. All landscaping required under this Section shall be maintained by the Owner of the Lot.

Section 5.11. Mailboxes. Mailboxes that are not a near identical replacement shall be constructed of a brick and of a design approved in writing by the Committee prior to their installation and shall be in conformity with the requirements of the City.

## ARTICLE VI. ARCHITECTURAL CONTROL COMMITTEE

Section 6.1. Architectural Control Committee. The Architectural Control Committee will consist of three (3) members appointed by the Board of Directors of the Association. The Board of Directors is also empowered to remove and replace members of the Architectural Control Committee in its sole discretion. In accordance with Section 209.00505 of the Texas Property Code or any successor statute, a person may not be appointed or elected to serve on an architectural review authority if the person is (1) a current Board member; (2) a current Board member's spouse; or (3) a person residing in a current Board member's household.



Section 6.2. **Submission of Plans.** No building, fence, wall or other structure shall be commenced, erected, placed, or maintained upon the Property, nor shall any exterior addition to or change or alteration be made thereon, until construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, and location of the structure(s) shall have been submitted to the Architectural Control Committee and shall have been approved by such Committee as to harmony and general compatibility of exterior design and location in relation to surrounding structures and topography. In considering the harmony of external design among existing structures and the proposed structure to be erected or altered, the Committee shall consider only the general appearance of the proposed structure as that can be determined from front, rear, and side elevations on submitted plans, and shall not take into account such considerations as size, cost and other specific objective requirements. The primary function of the Committee in this respect is to protect property values by preventing unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular external designs or appearances from being constructed on the Property.

Section 6.3. **Approval by Committee.** Plans and other documents must be submitted for approval to the Committee prior to commencing the erection, placement, addition to, or alteration of any such improvements on any Lot. Approval or disapproval of the proposed improvement by the Committee shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove the proposed plan within forty-five (45) days after completed plans and specifications therefor have been submitted to the Committee, such plans are deemed disapproved. Failure to reject the requested plan WILL NOT BE DEEMED A WAIVER OF ANY RESTRICTION CONTAINED HEREIN AND THE REQUESTING PARTY MUST COMPLY WITH ALL OF THESE RESTRICTIONS. A failure of the Committee to respond to construction activities of any character as to which plans and specifications have not been submitted shall not constitute approval of the activity nor shall it be deemed a waiver of the rights of the Committee or any Owner to enjoin such activity or compel compliance with the terms hereof. Deposit in the mail of any rejections within forty-five (45) days of the actual receipt of the completed request will be deemed timely. The Committee may establish and charge reasonable application fees for its review of plans, in addition to construction deposits and other administrative fees. If the person requesting approval by the Committee provides an email address, approval or denial of the request may be delivered by email. Architectural Control Committee action is in addition to and not in lieu of any construction permits that may be required by statute, ordinance, or regulation.

Section 6.4. **Authority.** The Architectural Control Committee has the express authority to perform fact finding functions hereunder. The Architectural Control Committee has the authority to determine, publish and amend reasonable standards for materials, colors, and design for improvements, from time to time, as the Architectural Control Committee sees fit ("Design Guidelines"). The Committee may designate one (1) or more members of the Committee to respond on behalf of the entire Committee. In the event of a conflict between the Design Guidelines and the Declaration, the Declaration will control. However, the two (2) documents are to be read together to avoid conflicts and harmonize all provisions.

Section 6.5. **No Liability.** Members of the Committee and their representatives will not be liable to any person subject to or possessing or claiming the benefits of the Declaration for any damage or injury to property or for damage or loss arising out of their acts or failure to act, it

being understood and agreed that any remedy be restricted to injunctive relief and no other. The members of the Architectural Control Committee are not entitled to any compensation for services rendered pursuant to this covenant. The Architectural Control Committee and its members do not represent or warrant that any approved construction meets any building standard, will increase the value of any property, or will cause no harm to neighboring properties. All improvements are constructed at the sole risk of the Lot Owner.

Section 6.6. **Retention of Expert.** If the Architectural Control Committee determines that the complexity of a request for architectural approval so warrants, the Architectural Control Committee may retain an architect or engineer for assistance and advice. In this event, the reasonable costs of such architect or engineer shall be paid by the party requesting architectural approval.

Section 6.7. **Variances.** The Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations from and infractions of the Declaration or to avoid hardships to Owners. Upon submission of a written request for same, the Committee may permit an Owner to construct, erect or install a structure or improvement that is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the structure or improvements with such variances, must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall specifically indicate that it is such a request, and shall indicate with specificity the standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within forty-five (45) days of the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. No individual member of the Committee shall have any personal liability to any Owner or any other person for the acts or omissions of the Committee if such acts or omissions were committed in good faith. Each request for a variance submitted hereunder shall be reviewed independently and the grant of a variance to any one Owner shall not constitute a waiver of the Committee's right to deny a variance to an Owner.

Section 6.8. **Completion of Construction.** All exterior construction of the primary Residence, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

## **ARTICLE VII. USE RESTRICTIONS**

Section 7.1. **Residential Use.** All Lots in the Property shall be used only for single-family residential purposes. All land included within the Property shall be used for the construction of private single-family residences, including an enclosed private garage; provided, however, that

only one such private single-family residence may be constructed or otherwise placed on a Lot. The term "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, fraternity or sorority house, hospital clinic and/or professional uses, and such excluded uses are hereby expressly prohibited. No Owner may use or permit such Owner's Lot or the Residence or other improvement on the Lot to be used for any purpose that would (i) void any insurance in force with respect to the Community; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of the provisions of this Declaration, the Design Guidelines, the Rules and Regulations or any applicable law or (v) unreasonably interfere with the use and occupancy of the Subdivision by other Owners.

Section 7.2. **Business Use.** No trade or business may be conducted in or from any Residence or Lot, except such use within a Residence where (a) the existence or operation of the business activity is not apparent or detectable by sight or sound, or smell from outside the Residence; (b) the business activity conforms to all governmental requirements and other Dedictory Instruments applicable to the Property; (c) the business activity does not involve visitation to the Residence by clients, customers, suppliers, or other business invitees or door-to-door solicitation of occupants of the Lot; and (d) the business activity is consistent with the residential character and use of the Property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The uses set out in this Section 7.2 (a) through (d) are referred to singularly or collectively as an "Incidental Business Use". At no time may an Incidental Business Use cause increased parking or traffic within the Property. Any increased parking or traffic within the Property because of an Incidental Business Use will be deemed to be a Deed Restriction Violation. By way of illustration and not limitation, a day-care facility, home day-care facility, any business or activity requiring a Federal Firearms License, church, nursery, pre-school, beauty parlor, barber shop, spa service, "VRBO", boarding house, "Airbnb", "Vacasa", backyard rental, swimming pool rental, "Swimply", party venue rental, pet boarding service, or bed and breakfast are expressly prohibited and are not considered to be an Incidental Business Use. The terms "business" and "trade", as used in this provision, are construed to have their ordinary, generally accepted meanings and include any occupation, work, or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to persons other than the occupant's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required.

Section 7.3. **Leasing.** The term "lease" as used herein means any type of agreement or arrangement which provides to a person or entity other than the Owner of the Lot the use of and right to possess a Lot and the dwelling situated thereon. A Lot may be leased for single family residential purposes only. Single family residential purposes specifically prohibit leasing the Lot to more than one single family. Single family residential purposes require the intent to occupy the Lot for the entire term of the lease. A lease to persons who do not comprise a single family is prohibited. A lease must provide to the lessee(s) the exclusive right to use and possess the entire Lot. An Owner may not lease a room or any portion less than the entire Lot. The lessee(s) of a Lot is not permitted to sublease the Lot or any portion thereof. "Leasing," for purposes of this Declaration, is defined as occupancy of a Lot for single family residential use by any person other than the Owner, for which the Owner receives any consideration or benefit, including a fee,

service, gratuity, or emolument. "Leasing" does not include leases such as, by way of illustration and not limitation, "VRBO", boarding house rentals, backyard rentals, swimming pool rentals, "Swimply," "Airbnb," "Vacasa," party venue rentals, bed and breakfasts, or other short-term rental uses, and such uses are strictly prohibited and are considered to be a prohibited business use. A lease must be in writing. Leasing the Lot does not relieve the Owner of the Lot from the obligation to comply with these restrictions and/or the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute]. All lessees are subject to these restrictions and the Association's Dedicatory Instruments. There may only be one lease for a Lot at a time. Upon written demand from the Association, the Owner of the Lot must provide a true and correct copy of the lease to the Association within fourteen (14) business days of the date such written demand is mailed. Upon written demand of the Association, the Owner of the Lot must provide to the Association the name(s) and phone number(s) for all lessees of a Lot who have reached the age of at least eighteen (18) years within fourteen (14) business days of the date such written demand is mailed.

- 7.3.1. **Short-Term Rentals.** Short-Term Rentals are expressly prohibited. A Short-Term Rental is any type of lease, agreement, or arrangement which provides to a person or entity other than the Owner of the Lot the use of and the right to possess the Lot for less than twelve (12) consecutive months.
- 7.3.2. **Sales to Investors.** Sales of Lots to investors who intend to use the Lot for rental income purposes constitute a business use of the Lot; are not permitted; and will not be approved.
- 7.3.3. **Minimum Occupancy Requirement.** After purchasing a Lot, the Owner must occupy the Lot for twelve (12) consecutive months following conveyance before the Lot can be used as a rental property.
- 7.3.4. **Minimum Term Length.** A lease must be for a term of not less than twelve (12) consecutive months. A lease pursuant for a term of less than twelve (12) consecutive months is prohibited. Automatic extensions of leases are permitted provided no lease terms change in the renewed lease. Unless otherwise authorized by this Declaration, the Association's Board of Directors does not have the authority to and will not approve or disapprove any lease.
- 7.3.5. **Legacy Clause.** A Lot that is currently being leased as of the date this Declaration has been recorded in the Official Public Records of Real Property of Tarrant County, Texas, may continue to be leased until the expiration of the lease term, at which point the Owner of the Lot is required to comply with the provisions of Section 7.3.
- 7.3.6. **Leasebacks.** Notwithstanding any other provision herein, a leaseback provision that is included in a bona fide contract for the sale of a Lot that allows the buyer to lease the Lot back to the seller for a period of not more than ninety (90) consecutive days is allowed.
- 7.3.7. **Fining.** The Association may, after the notice required by law, if any, is given, levy a fine on the Owner of the Lot in the amount of five hundred and 00/100 dollars (\$500.00) per day for a violation of any term or provision of this Section 7.3. This fining provision

may be increased by the Association via a subsequently approved fine schedule adopted by the Association.

- 7.3.8. **Suspension of Common Area Use.** In the event of a violation of this Section 7.3, the Association may exclude an Owner's tenant(s) or lessee(s) from access to the Association's Common Areas.
- 7.3.9. **Compliance with Law.** It is not the intention of this Section to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of this provision as allowed by law.
- 7.3.10. **Board Rule-Making Authority.** The Association's Board of Directors may adopt any rules, guidelines or policies necessary to further define, interpret and/or clarify Section 7.3 and any such rules, guidelines or policies will have the same force and effect as if stated in this Declaration.
- 7.3.11. **Hardship Exception.** The Association's Board of Directors is authorized to consider hardship-based exceptions to leasing requirements on a case-by-case basis upon submission of requested supporting documentation as may be required by adopted rules and regulations, guidelines and/or policies.

Section 7.4. **Exterior Lighting.** No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (reasonable security or landscape lighting is permitted). The Committee shall have the right to require the removal and repositioning or replacement of exterior lighting which is so intense or aimed to unduly interfere with the enjoyment of nearby Lots.

Section 7.5. **Yards, Fence and Lot Maintenance.** The Owners or occupants of all Lots shall always maintain the Residence on the Lot; any and all improvements on the Lot; fences on the Lot; and shall keep grass and vegetation well mown and trimmed. Owners shall promptly remove all weeds as they grow and all dead trees, shrubs, vines and plants, and shall keep all yard areas in a sanitary, healthful, and attractive manner. Lawns, front, sides and back, must be mowed at regular intervals. No objectional or unsightly usage of Lots, or conditions on any Lot will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and building use shall promptly be removed from such Lot. The lawn shall be fully sodded grass on all front and side yards visible from the street, including, but not limited to, the unpaved area, if any, between the Lot and the curb of any street adjacent to such Lot. The Owner shall edge the street curbs that run along, the property line. Fences on the Lot must be kept in good order by Owner and shall be replaced upon deterioration in accordance with the construction requirements of this Declaration.

Section 7.6. **Owner Maintenance; Default.** Owners are responsible for maintenance of their Lots, including but not limited to maintenance, replacement and repair of all buildings, fences, walls and other improvements on the Lot. In addition to the rights, powers, and remedies granted by law, if the Owner or occupant of any Lot defaults in observing the requirements set out herein,

the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Lot. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

Section 7.7. **Outside Parking and Storage of Vehicles.** No mobile or motor home, boat, jet ski or wave runner, boat, all-terrain vehicle, off-road vehicle, trailer, horse trailer, camper, camper shell, snowmobile, bus or any motor vehicle classed by manufacturing rating as exceeding one (1) ton or any vehicles designed for commercial purposes, tent, recreational vehicle, camping unit, wrecked, junked, inoperable, self-propelled or towable vehicle, equipment or machinery of any sort shall be kept, parked, stored, maintained, constructed, reconstructed, assembled, dismantled or repaired on a Lot that does not contain a Residence or for a period exceeding two (2) weeks. A commercial enclosed trailer registered to a business in which the Owner is the sole proprietor/registered owner or co-owner is exempt from this Section. Recreational trailers, open (not enclosed) trailers, or any trailers registered to the homeowner for personal use are required to comply with this Section.

Any vehicle parked in violation of this Declaration may be towed at the direction of the Board or its agent in accordance with applicable laws and ordinances. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand to the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner or occupant, any amounts payable to the Association shall constitute an Individual Assessment and shall be secured by the Assessment lien and the Association may enforce collection of such amounts in the same manner provided for in this Declaration for the collection of Assessments. The Board of Directors is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property both on Lots and the Common Facilities (including Subdivision streets) as it may from time to time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this Section. During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity only. No vehicles, trailers, implements or apparatus may be driven or parked on any easement or Common Area except for lawn mowing equipment while in use.

Section 7.8. **Nuisance.** No noxious or offensive activity shall be carried on upon any Lot, nor shall any nuisance ever be erected, caused or suffered to remain upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, endanger the health or disturb the reasonable enjoyment of any other Owner; nuisance being defined, without limitation, to include any activities so designated under the regulations of Tarrant County, Texas.

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. All matters set forth in this Section requiring approval shall be deemed to require the express written approval, in advance, of the Committee.

Section 7.9. **No Temporary Structures.** Except as expressly permitted herein, no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, whether temporarily or permanently. No module or mobile home, whether or not the wheels have been removed, may be placed or maintained on a Lot. The Committee may approve or deny a temporary structure in its sole and absolute discretion.

Section 7.10. **Permanent Outbuildings.** Every permanent outbuilding shall be compatible with the Residence to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the Committee. Every proposed plan for an outbuilding shall be subject to and must comply with the terms of the Declaration and the Design Guidelines, if adopted.

Section 7.11. **Signs.** The Owner of a Lot is entitled to display one (1) sign thereon from time to time for purposes of selling or renting the property or for advertising a garage sale; provided, that each face of such sign must be rectangular in shape and not exceed six (6) square feet in surface area. For purposes of security and safety, Owners are also allowed to install one (1) sign on each Lot noting the existence of a residential security system. No other sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained within the Subdivision without first having obtained the consent in writing of the Committee or as discussed below. The Committee and Board have the right to remove any unpermitted sign, advertisement, billboard, or structure that is erected or placed on any Lot or adjacent easement or right-of-way without consent, and in so doing, will not be subject to any liability for trespass or other tort in connection therewith. Owners may display on the Owner's Lot one (1) or more signs advertising a political candidate or ballot item for an election on or after the 90th day before the date of the election to which the sign relates until ten (10) days after that election date. Signs must be ground-mounted and display only one (1) sign for each candidate or ballot item. Any sign that contains roofing material, siding, paving materials, flora, one (1) or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components, is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, includes the painting of architectural surfaces, threatens the public health or safety, is larger than four by six feet (4' x 6'), violates a law, contains language, graphics, or any display that would be offensive to the ordinary person, or is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists is prohibited. The Association may remove a sign displayed in violation of this section or of Section 202.009 of the Texas Property Code.

Section 7.12. **No Oil and Mining Operation.** No oil or natural gas drilling, oil or natural gas development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot; nor shall oil wells, natural gas or water wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any portion of the Property. No derrick or

other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property.

Section 7.13. **Animals**. No sheep, goats, horses, cattle, swine, poultry, snakes, livestock or other animals of any kind shall be raised, bred, kept or harbored on any portion of the Property, except that dogs, cats or other common household pets (not to exceed a total of four (4) animals) may be kept; provided that they are not kept, bred, or maintained for any commercial purpose and that they do not make unreasonable loud, objectionable noises or otherwise constitute a nuisance or unreasonable interference to any other residents of the Subdivision, and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage or other container. The Association has the right and power, but not the obligation, to take any actions in accordance with appropriate law and adopt any Rules as may be necessary for the control, relocation, management, and/or extermination of wildlife, including but not limited to deer, skunks, feral hogs, opossums, snakes, reptiles, rodents, and pests within the Common Areas. Owners may not feed wildlife in the Subdivision.

Section 7.14. **Garbage and Refuse Disposal**. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in appropriate refuse containers and shall be maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

Section 7.15. **No Individual Water Supply**. No individual water supply system shall be permitted on any Lot.

Section 7.16. **No Individual Septic System**. No individual septic system shall be permitted on any Lot.

Section 7.17. **Burning; Grills**. Outdoor burning shall be permitted only in safe and sanitary residential barbecue grills or contained fire pits.

Section 7.18. **Antennae**. Except where preempted by federal or state law or regulation, no antenna of any kind may be placed, kept or maintained on any Lot except: (i) a "wire" or "tube" antenna for receiving usual and ordinary AM-FM radio and television signals, which antenna must be contained within the attic space of the residence, and (ii) a "dish" or "satellite" receiver, of not greater than 1 meter in diameter, to be installed only on the side or back of the house, not to exceed the height of the tallest part of the house structure. Each Owner must use its best efforts to conceal all antennae from view on the fronting street. No broadcast antenna or antenna used for output devices may be placed outside any Residence. The foregoing restrictions are meant to



be construed as liberally as possible without violating the federal Telecommunications Act of 1996.

Section 7.19. **Municipal Ordinances.** Owners of Lots shall comply with the terms of all ordinances, statutes, and regulations of any governmental authority having jurisdiction over them or the Property to the extent the same may apply. To the extent the provisions hereof create any lesser standard, duty, or obligation than any such applicable ordinance, the latter shall prevail as the obligation of each Lot Owner.

Section 7.20. **Recreational Equipment.** No basketball goal, backboard or similar structure or device and no swing set, trampoline, batting cage or other play structure which would be visible from neighboring property shall be placed or constructed on any Lot without the prior written approval of the Committee (including, but not limited to, approval of appearance, dimensions and location) and no such items may be placed in the Common Areas or streets within the Subdivision. The Committee shall have the right to regulate the appearance and placement of all sporting apparatus including basketball goals. All recreational equipment must be maintained in an attractive state at all times. Recreational equipment that falls into disrepair must be promptly removed. Above ground swimming pools are prohibited.

Section 7.21. **Lot Subdivision and 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 Committee, 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 previously applicable to the Lots which are consolidated. When two unimproved Lots being consolidated and improved by a single Residence, the Owner will be subject to assessment for both Lots, one at the rate for Improved Lots and one at the rate for unimproved Lots.

Section 7.22. **Rain Barrels and Rainwater Harvesting Devices.** No rain barrel or rainwater harvesting system may be permitted in the Common Area or located on a Lot between the front of the Residence and an adjoining or adjacent street, be of a color inconsistent with the color scheme of the Owner's Residence or display any language or other content that is not typically displayed by a barrel or system as it is manufactured. The Committee can regulate the size, type and shielding of, and the materials used in the construction of a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a Residence or any other location that is visible from a street, another Lot, or the Common Area, if it does not prohibit the economic installation of the device or appurtenance on the Owner's Lot. There must be a reasonably sufficient area on a Lot to install these devices and appurtenances. In the event that Section 202.007 of the Act is subsequently amended or repealed by the Texas Legislature via enactment of a successor statute, the Board is authorized to adopt a policy reflecting said change without the necessity of amendment to the Declaration and said policy will control in the event of conflict.

Section 7.23. **Flags.** Subject to this section and approval by the Committee, Owners may display a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces. The flag of the United States may only be displayed in accordance with 4 U.S.C. Sections 5-10, which qualify the times and occasions for

the flag's display, the position of the flag, and respect for it. The flag of the State of Texas may only be displayed in accordance with Chapter 31 of the Texas Government Code. A flagpole attached to a dwelling or a freestanding pole is to be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling on the Lot. The display of the flag, and its location and construction of the supporting flagpole must comply with appropriate ordinances, easements, and setbacks of record, and a displayed flag and flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or structurally unsafe flagpole must be repaired, replaced, or removed. A flagpole attached to the dwelling on a Lot may not exceed six (6) feet in height. A freestanding flagpole may not exceed twenty (20) feet in height, measured from the ground base to the top of the flagpole. Illumination of permitted flags must be sub-surface and not exceed 200 watts and positioned in a manner not directed toward an adjacent Lot. A flag displayed on a freestanding flagpole or a flag displayed on a flagpole attached to a dwelling may be no more than three by five (3 x 5) feet. Owners may not install flagpoles or display flags in the Common Area without the express written consent of the Association. In the event that Section 202.012 of the Act is subsequently amended or repealed by the Texas Legislature via enactment of a successor statute, the Board is authorized to adopt a policy reflecting said change without the necessity of amendment to the Declaration and said policy will control in the event of conflict.

Section 7.24. **Religious Items**. Subject to this Section, and approval by the Committee, Owners may install religious displays on the Owner's Lot pursuant to the Owner's sincere religious belief. Before a religious display is displayed or affixed on an Owner's Lot, a Committee application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application: (1) type and description of religious display; and (2) site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the Owner's property. Notwithstanding the foregoing, the following display shall not require Committee approval: one or more religious items displayed or affixed on the entry of an Owner's or resident's dwelling, not exceeding twenty-five (25) square inches. The display or affixing of a religious item on the Owner's property or dwelling is prohibited under the following circumstances: (1) the item threatens the public health or safety; (2) the item violates a law other than a law prohibiting the display of religious speech; (3) the item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content; (4) the item is installed on property owned or maintained by the Association or owned in common by members of the Association; (4) the item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's Dedictory Instruments; or (5) the item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture. Holiday decorations are generally exempt from this requirement but shall not be displayed more than forty-five (45) days before or fifteen (15) days after the holiday has occurred. In the event that Section 202.018 of the Act is subsequently amended or repealed by the Texas Legislature via enactment of a successor statute, the Board is authorized to adopt a policy reflecting said change without the necessity of amendment to the Declaration and said policy will control in the event of conflict.

Section 7.25. **Solar Energy Devices**. Subject to this Section, and approval by the Committee, Owners may install solar energy devices on the roof of the Residence or other permitted improvement on a Lot, or in a fenced yard or patio not taller than the fence line. As used in Section

202.010 of the Act, "solar energy devices" has the meaning assigned by Section 171.107 of the Texas Tax Code. A solar energy device is not permitted anywhere on a Lot except on the roof of the Residence or other permitted structure on the Lot or in a fenced yard or patio within the Lot. A solar energy device may not extend higher than the Residence's or other permitted improvement's roofline and shall conform to the slope of the roofline, shall have a frame, support bracket, or visible piping that is silver, bronze, or black tone commonly available in the marketplace. The Association would prefer and encourages Owners to install solar energy devices on the sides of the roof, unless that location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device. For determining estimated annual energy production, the parties must use a publicly available modeling tool provided by the National Renewable Energy Laboratory. A solar energy device located in a fenced yard or patio must not be taller than or extend above the fence enclosing the yard or patio. A solar energy device must not be installed on a Lot in a manner that voids material warranties. A solar energy device that, as adjudicated by a court, threatens the public health or safety, violates a law, or is located in the Common Area is prohibited. The Committee may not withhold approval if the guidelines of this Section are met or exceeded unless the Committee determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to person of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist. In the event that Section 202.010 of the Act is subsequently amended or repealed by the Texas Legislature via enactment of a successor statute, the Board is authorized to adopt a policy reflecting said change without the necessity of amendment to the Declaration and said policy will control in the event of conflict.

## **ARTICLE VIII.**

### **FIRE OR CASUALTY: REBUILDING**

Section 8.1. **Rebuilding.** In the event of a fire or other casualty causing damage or destruction to the Residence or other improvement on a Lot, the Owner of such damaged or destroyed Residence or other improvement must within ninety (90) days after such fire or casualty contract to repair or reconstruct the damaged portion of the Residence or other improvement and cause such Residence or other improvement to be fully repaired or reconstructed in accordance with the original Plans therefor, or in accordance with new Plans presented to and approved by the Architectural Review Committee, and must promptly commence repairing or reconstructing such Residence or other improvement, to the end that the Residence or other Improvement does not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residence or other improvement must be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction. In the event that the repair and reconstruction of the Residence or other Improvement has not been commenced within ninety (90) days after such fire or casualty and the damaged or destroyed Residence or other improvement has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association is authorized, but not obligated, upon ten (10) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, to enter upon the Lot, raze the Residence or other improvement and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residence or other

improvement and to restore the Lot to its original condition, plus fifty percent (50%) of such costs for overhead and supervision and interest thereon (from the date an invoice is submitted to Owner) at the rate of twelve percent (12%) per annum, or the maximum, non-usurious rate, whichever is less, will be charged to the Owner, added to the Owner's assessment account, secured by the lien and collected in the manner provided in Article IV of this Declaration.

## ARTICLE IX. GOVERNMENTAL REQUIREMENTS

Section 9.1. **General Obligations of Owners.** The Property and Lots lie within the City of Bedford and Tarrant County and are subject to all building codes and ordinances of the City of Bedford and Tarrant County. Certain activities of Owners may also be regulated by other governmental entities including, but not limited to, the State of Texas and the Texas Commission on Environmental Quality. No part of this Declaration and no action or approval by the Committee or the Association can vary an Owner's obligation of compliance with all applicable governmental requirements and each Owner, by acceptance of a deed to a Lot, acknowledges and agrees that his use of such Lot shall at all times comply with all applicable governmental requirements.

Section 9.2. **Additional Obligations of Builders and Contractors.** By acceptance of a deed to a Lot, or initiating construction of a Residence or improvements to a Lot, each Owner, builder 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 Commission on Environmental Quality (TCEQ) related to each Lot, including, without limitation, certain provisions within Title 30, Texas Administrative Code. Each Owner, builder, and contractor within the Subdivision is also charged with knowledge and duty of compliance with the terms of any Water Pollution Abatement Plan for the Subdivision that may be filed of record. The foregoing references are made for the benefit of Owners, builders and contractors and do not in any way limit the terms of this covenant requiring compliance with all governmental regulations that may apply to the Subdivision. Each Owner and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Association from all costs, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Property. EACH BUILDER AND CONTRACTOR, BY ACCEPTANCE OF A DEED TO A LOT OR UNDERTAKING CONSTRUCTION OF IMPROVEMENTS TO A LOT, HOLDS HARMLESS AND INDEMNIFIES THE ASSOCIATION FOR ALL COSTS, LOSS, OR DAMAGE OCCASIONED BY THE FAILURE TO ABIDE BY ANY APPLICABLE GOVERNMENTAL STATUTE, REGULATION OR PERMIT RELATED TO THE SUBDIVISION.

Section 9.3. **Self Help.** By accepting a deed to a Lot, each Owner agrees that 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 one or more acts required by appropriate governmental authority, for the purpose of

curing any such violation, provided that the Owner has been given reasonable written notice and has failed to remedy the complained of violation within such time, and each such Owner indemnifies and holds harmless 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 with the respect to his Lot or the Property.

## **ARTICLE X. DUTIES AND POWERS OF THE ASSOCIATION**

Section 10.1. **Authority.** The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve, and enhance the Common Areas and to improve and enhance the attractiveness, desirability, and safety of the Subdivision. The Association has the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers, and obligations of the Association as set forth in this Declaration and other dedicatory instruments.

Section 10.2. **Common Area Maintenance.** The Association shall manage, operate, care for, maintain, and repair all Common Areas and keep the same in a safe, attractive, and desirable condition for the use and enjoyment of the Members. The duty to operate, manage, and maintain the Common Areas includes, but is not limited to the management, maintenance, repair, and upkeep of the Subdivision and Common Areas. Owners of Lots within the Subdivision hereby agree to hold harmless the Association and its successors and assigns and release them from any liability for the placement of, construction, design, operation and maintenance of the Common Areas, and agree to indemnify the Association and its successors and assigns for any incidental noise, lighting, odors, parking, and/or traffic which may occur in the normal operation of the Common Areas.

Section 10.3. **Insurance.** The Association shall obtain such insurance as may be required by law, and as the Association shall deem necessary or desirable. The Board is authorized to determine whether or not to obtain insurance for the Association and, if insurance is obtained, the types and amounts thereof. In the event that insurance is obtained, the premiums for such insurance will be an expense of the Association paid out of the Annual Assessments. Provided that, the Association must at all times maintain directors' and officers' liability insurance. Each Owner, tenant or other person occupying a Residence is responsible for insuring his/her Lot and Residence, its contents and furnishings. Each Owner, tenant or other person occupying a Residence is also responsible for insuring against the liability of such Owner, tenant or occupant at his own cost and expense.

Section 10.4. **Budget.** The Association shall prepare annual budgets for the Association, which must include a reserve fund for the maintenance of the Common Areas.

Section 10.5. **Assessments.** The Association shall levy, collect, and enforce the Assessments and other charges as elsewhere provided in this Declaration.

Section 10.6. **Financial Review.** The Association may provide for an annual un-audited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying, pursuant to the Association's Access, Production and Copying Policy and Section 209.005 of the Act.

Section 10.7. **Acquisition of Additional Property.** The Association may acquire additional property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on such property and may demolish existing improvements.

Section 10.8. **Rules and Regulations.** The Association may adopt, amend, repeal, and enforce Rules and Regulations, and levy fines for violations of any of the governing documents of the Association, as may be deemed necessary or desirable with respect to the interpretation and implementation of the same, the operation of the Association, the use and enjoyment of the Common Areas and the use of any other property, facilities or improvements owned or operated by the Association.

## **ARTICLE XI. ENFORCEMENT OF RESTRICTIONS**

Section 11.1. **Right of Enforcement.** The Association or its designated agent shall have the power to enforce the provisions of this Declaration, Bylaws, Design Guidelines, and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner.

Section 11.2. **Notice Prior to Enforcement Action.** Before the Association may file a suit against an Owner other than a suit to collect an assessment or foreclose under the Association's lien or charge an Owner for property damage, the Association or its Managing Agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the charge and state any amount due the Association from the Owner and inform the Owner that the Owner is entitled to a reasonable period to cure the violation (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months), may request a hearing under Section 209.007 of the Act on or before the 30th day after the date the Owner receives the notice, and may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty.

Section 11.3. **Hearing Request.** If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board of Directors if a committee is not appointed. If a hearing is to be held before a committee, the notice prescribed by Section 209.006 of the Act must state that the Owner has the right to appeal the committee's decision to the Board by written notice. The Association shall hold a hearing under this section not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the

10th day before the date of the hearing. The Board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. additional postponements may be granted by agreement of the parties. The Owner's presence is not required to hold a hearing.

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

## **ARTICLE XII. AMENDMENT OF RESTRICTIONS**

This Declaration may be amended or restated by the written consent of not less than sixty-seven percent (67%) of all Owners in the Subdivision. There shall be one (1) vote per Lot. Anyone owning more than one (1) Lot shall have one (1) vote for each Lot owned. Members entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Association may also vote to amend this Declaration, in person or by proxy, at a meeting of the Members duly called for such purpose. Any such amendment will become effective when an instrument is filed for record in the Official Records, accompanied by a certificate signed by the Secretary of the Association, stating that the required number of Members voted in favor of the instrument amending this Declaration or cast a written vote in favor of said amendment at the meeting called for such purpose.

## **ARTICLE XIII. GENERAL PROVISIONS**

Section 13.1. **Severability.** Invalidation of any one of these covenants or restrictions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 13.2. **Annexation.** Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) vote of the Members of the Association.

Section 13.3. **Compliance with Laws.** At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Lot and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate

any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

Section 13.4. **Gender and Number.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 13.5. **Headlines.** The titles and captions for this Declaration and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

Section 13.6. **Governing Law.** The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Tarrant County, Texas.

Section 13.7. **Books and Records.** The books, records and papers of the Association shall, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, pursuant to the Access, Production and Copying Policy adopted by the Association.

Section 13.8. **Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been delivered when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The address of the Lot shall be presumed to be the address for proper notice unless written notice of another address has been provided by the Owner in writing to the Association.

Section 13.9. **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association shall administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 13.10. **Current Address and Occupants.** Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot. If an Owner fails to notify the Association of his current address, the Association shall use the address of the Lot as the current address. If Owner leases the Lot and Residence, Owner shall supply the name of the Occupant present upon the execution of any lease to the Association.

Section 13.11. **Security.** NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE



ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 13.12. **View Impairment.** The Association does not guarantee or represent that any view over and across the Lots, Common Areas within the Subdivision will be preserved without impairment. The Association shall have no obligation to relocate, prune, or thin trees or shrubs on the Common Area. The Association shall have the right to add trees and other landscaping to the Common Area. There shall be no expressed or implied easements for view purposes or for the passage of light and air.

Section 13.13. **Soil Movement.** EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION AND CONDITION OF THE LOTS MAY RESULT IN SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER AND OCCUPANT OF THE LOT DO NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL MOVEMENT. If the owner fails to exercise the necessary precautions, damage, settlement, movement or upheaval to the foundation may occur. Owners are highly encouraged to install and maintain a full irrigation system around the home to ensure even, proportional, and prudent watering around the foundation. Accordingly, by each owner's acceptance of a warranty deed to any Lot, each owner, on behalf of owner and owner's representatives, successors and assigns, hereby acknowledge that the Association and the and the Committee shall not be responsible or liable for any damage, settlement, movement or upheaval to the foundation or any other part of the Residence constructed on said Lot and hereby releases and forever discharges the Association and the Committee from any and all claims for the relief and/or causes of actions, liabilities, damages and claims whatsoever, known or unknown, direct or indirect, arising from or relating to the foundation and/or the Residence constructed upon the Lot, including, but not limited to, any damage thereto caused by and/or related in any fashion to the soil condition upon which the same are constructed, the presence of groundwater and any

other subsurface condition affecting the Lot and/or form the failure or improper or uneven watering of the Lot, inadequate grading or drainage facilities to carry water away from the foundation, or planting of improper vegetation near the foundation or any action which affects the drainage of the Lot. The owner of any Lot shall assume all risk and consequences to the Residence, including, but not limited to those arising or relating to the subsurface and surface soil condition in and around the Lot, the failure of the owner or any other person or entity to exercise prudent maintenance procedures and/or the owner's negligence in protecting and maintaining the integrity of the foundation and structure of the Residence.

Section 13.14. **Occupants Bound.** All provisions of the Dedicatory Instruments applicable to the Property and Owners shall also apply to all Occupants of any Lot or Residence. Every Owner shall cause all Occupants to comply with the foregoing, and every Owner shall be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Subdivision and/or that any lease, agreement or permission given allowing the Occupant to be present be terminated.

Section 13.15. **Transfer of Title, Resale Certificate and Transfer Fees.** Not later than the 10th business day after the date a written request for additional information is received from an Owner or the Owner's agent, a purchaser of a Lot or Lots in the Subdivision or the purchaser's agent, or a title insurance company or its agent acting on behalf of the Owner or purchaser, and the evidence of the requestor's authority to order a resale certificate is received and verified, the Association shall deliver to the Owner or the Owner's agent, the purchaser or the purchaser's agent, or the title insurance company or its agent a current copy of the Declaration, Bylaws and Rules of the Association and a resale certificate prepared not earlier than the 60th day before the date of delivery that complies with Texas Property Code Section 207.003. For a request from a purchaser of property in the Subdivision or the purchaser's agent, the Association may require the purchaser or purchaser's agent to provide to the Association, before the Association begins the process of preparing or delivers the items listed, reasonable evidence that the purchaser has a contractual or other right to acquire property in the Subdivision. A resale certificate must contain those items required by the Texas Property Code then in effect. The Association shall charge a reasonable fee to assemble, copy, and deliver the information required by this Section and may charge a reasonable fee to prepare and deliver an update of a resale certificate. As of the date of filing of this Declaration, the fee to prepare the resale certificate is \$375.00. Such amount may be increased or decreased in accordance with the Property Code. The Association may require payment before beginning the process of providing a resale certificate but may not process a payment until the resale certificate is available for delivery. The Association may not charge a fee if the resale certificate is not provided in the time prescribed. The Association must deliver the information required to the person specified in the written request. A written request that does not specify the name and location to which the information is to be sent is not effective. The Association may deliver the information required and any update to the resale certificate by mail, hand delivery, or alternative delivery means specified in the written request. Neither the Association nor its Managing Agent is required to inspect a Lot before issuing a resale certificate or an update. Not later than the 7th business day after the date a written request for an update of a resale certificate is received from an Owner, Owner's agent, or title insurance company, the

Association shall deliver to the Owner, Owner's agent, or title insurance company or its agent an updated resale certificate that contains the following information: if a right of first refusal or other restraint on sale is contained in the dedicatory instruments, a statement of whether the Association waives the restraint on sale; the status of any unpaid Assessments or other payments attributable to the Owner's Lot(s); and any changes to the information provided in the resale certificate issued previously. Requests for an updated resale certificate must be made within 180 days of the date the original resale certificate was issued. The updated request may be made only by the party requesting the original resale certificate.

The Association must make the Dedicatory Instruments relating to the Subdivision and filed in the Official Records publicly available on available on an Internet website (1) maintained by the Association or a management company on behalf of the Association; and (2) available to Association Members.

Upon the transfer of ownership of any Lot, the Seller and Buyer of the Lot must promptly notify the Association of the name and mailing address of the new Owner.

All Lots shall also be subject to a transfer fee applicable to each conveyance of a Lot improved with a Residence. Such transfer fee shall be deemed an additional Assessment of the Association secured by the lien of the Association and shall be due and payable at the time of the transfer of ownership of each Lot. Said transfer fee shall be deemed in default if not paid within thirty (30) days following the recording of a deed of conveyance. The Board of Directors shall have the right to determine the transfer fee.

Section 13.16. **Conflicts.** When this Declaration and statutes, ordinances, and governmental rules and regulations cover the subject matter, there must be compliance with each requirement. When this Declaration is in conflict or becomes in conflict with statutes, ordinances, governmental rules and regulations, the statutes, ordinances, the governmental rules and regulations will control, with the conflicting provision of this Declaration being preempted.

Section 13.17. **Liberal Construction.** The provisions of this Declaration must be liberally construed as a whole to effectuate the purpose and intent of this Declaration.

Section 13.18. **Indemnity of Association.** Each Owner is responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of his family, tenants, guests, invitees, agents, employees, or any resident or occupant of his Residence, and, by acceptance of a deed to a Lot, does hereby indemnify the Association, its officers, directors and agents, and all other Owners against any such costs.

## CERTIFICATION

The undersigned, being the President of Brookwood Hills II Homeowners Association, Inc., do hereby certify that property owners representing at least a majority of the owners consented to the adoption of this Declaration.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below.

**BROOKWOOD HILLS II HOMEOWNERS  
ASSOCIATION, INC.**  
a Texas nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TARRANT   §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, President of Brookwood Hills II Homeowners Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LAND**

**EXHIBIT B**  
**SPECIAL FENCE REQUIREMENTS**