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Essex Association Management, LP  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

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

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR 6600 FOREST ESTATES HOMEOWNERS ASSOCIATION, INC.**

This Declaration (herein so called) is executed effective as of January 29,  
2016, by CADG Forest Lane 18, LLC; a Texas limited liability company (the "Declarant").

**RECITALS:**

- A. The Declarant is the owner of the real property in Dallas County, Texas, described on Exhibit A attached hereto (the "Property"). The Declarant has or is developing the Property as a shared access development, being an addition to the City of Dallas and Dallas County to be known as 6600 Forest Estates Homeowners Association, Inc. (the "Subdivision").
- B. The Declarant desires to establish a residential community of single family residential detached homes on the Property and, accordingly, has executed this Declaration to impose the covenants, conditions, restrictions, and easements herein described upon the Property.

**ARTICLE 1  
ESTABLISHMENT**

**Section 1.1 Establishment of Covenants, Conditions and Restrictions.** The Declarant hereby imposes upon the Property the covenants, conditions, restrictions, liens and easements set forth in this Declaration (the "Covenants") for the purposes of establishing a general scheme for development of the Property, enhancing the value of the Lots and Residences (defined below), and establishing easements, covenants, conditions and restrictions for the use, maintenance and repair of Common Areas (as hereinafter defined) for the benefit of the Declarant, Builders (defined below) and the Owners (defined below). The Declarant does not guarantee that all of these purposes will be accomplished through the creation and imposition of the Covenants. The Covenants touch and concern title to the Property, run with the land and shall be binding upon all persons hereafter acquiring any portion of the Property.

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

**"ACC"** shall mean Architectural Control Committee.

**"Assessments"** mean the Assessments which can and/or will be imposed upon Owners in Subdivision as provided for in Article 6.

**"Association"** means the 6600 Forest Estates Homeowners Association, Inc., a Texas non-profit corporation, or such other homeowners' association name selected and available at the time of formation and established as provided in this Declaration.

**"Association Documents"** means the Certificate of Formation (herein so called) and attached as **Exhibit D** and the Bylaws of the Association, as amended and modified from time to time, and the resolutions and certifications adopted by the Association from time to time.

**"Board"** means the Board of Directors of the Association. **During the Development Period, Declarant shall have the sole right to appoint and remove members of the Board of Directors.**

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

**"City"** means the City of Dallas, Texas.

**"Common Amenities"** if any, means the following: (i) any community amenity center or facility constructed on the Property for the use and benefit of the Owners; (ii) any and all entry features (including, without limitation, entry gates and controlled access improvements), Subdivision signage and monuments, landscape areas and screening walls, and all landscape easements, other similar areas within the Subdivision whether or not shown on the Plat (as hereinafter defined), whether within or surrounding or along the boundaries of the Property, including, without limitation, the landscape features installed and screening walls constructed in the entry areas; (iii) any other property or improvements within or immediately surrounding the Subdivision for which the Association may hereafter become obligated to maintain, improve or preserve; (iv) any real and/or personal property, fixtures or improvements conveyed or dedicated to the Association for the common use and benefit of Owners within the Subdivision, and/or to be maintained by the Association; and (v) any and all other fixtures, Structures or other improvements installed by Declarant or the Association within the Subdivision, and all equipment, accessories, utilities and machinery used in the operation or maintenance of any such Common Amenities, and which are not expressly made the responsibility of the Lot Owner pursuant to the provisions of this Declaration. **Each Owner by acceptance of a Deed to a Lot acknowledges and agrees that notwithstanding anything to the contrary contained herein, the Declarant has no obligation to construct, install or provide any community amenity center or facility within the Property, and the Common Amenities may, if applicable,**

**primarily include only berms, entry ways, weir structure and easement(s) as shown on the Plat as well as any related landscaping, drainage and fencing improvements.**

**“Common Area”** means those portions of the Property depicted or described as such in or on the Plat (defined below) that do not constitute Lots (defined below), including, without limitation, (i) the open space area described as Lot 19 on the Plat for as long as such Lot 19 is owned by Declarant or the Association, the easement estate within the Shared Access Easement Area (as hereinafter defined), together with any and all improvements thereon or appurtenances thereto, including, without limitation, any entry gates and controlled access improvements, Subdivision signage and monuments, landscape areas and screening walls, and any other property or improvements within or immediately surrounding the Subdivision for which the Association is or may hereafter become obligated to maintain, improve or preserve; and (ii) any other real and/or personal property, fixtures or improvements conveyed or dedicated to the Association for the common use and benefit of Owners within the Subdivision, and/or to be maintained by the Association. The Declarant shall at all times have and retain the right, but without obligation whatsoever, to effect minor redesigns or reconfigurations of the Common Area located on such Declarant’s portion of the Property and to execute any open space declarations applicable to such Common Area which may be permitted in order to reduce property taxes, and to take whatever steps as may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes. All Common Area shall be maintained by the Association.

**“Declarant”** means CADG Forest Lane 18, LLC, a Texas limited liability company, and its successors or any assignee of Declarant to whom Declarant expressly assigns all of its rights and obligations as Declarant under this Declaration in accordance with Section 8.8 hereof.

**“Design Guidelines”** shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications set forth on **Exhibit B** attached hereto and incorporated herein by reference, as may be supplemented, amended and/or modified from time to time, and which are applicable to any or all aspects of construction, placement, location, alteration, maintenance and design of any improvements within the Property, together with any interpretations thereof.

**“Development Period”** means the period of time commencing on the date of this Declaration and continuing through and including the later of (i) the date on which Declarant no longer owns any portion of the Property or Property Subject to Annexation (as hereinafter defined), or (ii) the date which is ten (10) years after recordation of this Declaration in the Official Public Records of Dallas County, Texas, or (iii) the date of recording in the Official Public Records of Dallas County, Texas, of a notice signed by the Declarant terminating the Development Period.

**“Lot”** means any of the individual platted building lots reflected, or to be reflected, on the Plat that are to be used for construction of a Residence (defined below) thereon as herein described. In the event any Common Area is conveyed to the Declarant or another third party to be used for construction of a Residence, then such conveyed property shall be included in the definition of a “Lot”.

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

**“Owner”** means any Person owning fee title to any Lot, but excluding any mortgagee or beneficiary under a deed of trust until such time as it acquires legal title to a Lot.

**“Person”** means any individual, corporation, limited liability company, partnership or other entity of any kind or type whatsoever.

**“Plat”** means (i) initially, the preliminary plat, and thereafter the final plat, for the Property submitted to and approved by the City, or any other applicable governmental entity; (ii) after recordation thereof, the final Plat for the Property as recorded in the Records of Dallas County, Texas; and, (iii) any replat of, or amendment to, the foregoing made by the Declarant in accordance with applicable requirements of the City or other applicable governmental authority. The term “Plat” shall also include the final recorded plat of any additional property annexed into the Property pursuant to Sections 8.1 and/or 8.2.

**“Property”** shall have the meaning ascribed to such terms as set forth in the recitals of this Declaration.

**“Residence”** means a detached residence residing upon a Lot in conformance with this Declaration.

**“Shared Access Easement”** shall mean and refer to the easement for access, ingress and egress over the Shared Access Easement Area hereby reserved by Declarant for the benefit of itself and the Owners of Lots in the Subdivision, in accordance with the terms of Section 4.4(c) hereof.

**“Shared Access Easement Area”** shall mean and refer to the variable width, 30’ wide and 35’ wide Shared Access Easement Areas located within the Subdivision, as shown on the Plat of the Property.

**“Special Assessments”** means collectively, the Special Purpose Assessments and Special Member Assessments, as such terms are defined in Article 6 hereof.

**“Street”** means any paved road, which is located within a right-of-way of the Subdivision or within the Shared Access Easement Area shown on the Plat.

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

**“Subdivision”** shall have the meaning ascribed to such terms as set forth in the recitals of this Declaration.

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

**ARTICLE 2**  
**USE PROVISIONS**

**Section 2.1 Permitted Uses.**

(a) **Lots Limited to Residential Use.** Except as otherwise provided in this Declaration, Lots shall be used only for private residential purposes and activities reasonably related thereto. Additional uses for purposes such as schools, churches, or similar activities that may be permitted by applicable law, may not be permitted within the Property, without the prior written approval from the Association and the Declarant.

(b) **Common Area and Common Amenities Uses.** (i) The Common Area designated as the open space and/or to be maintained by the Association on the Plat and Common Amenities, if any, shall be used only for recreational and other similar purposes as approved by the Declarant or the Association. The Common Area consisting of landscaping, maintenance, wall maintenance easements, or similar areas shall be used for such purposes or similar purposes as approved by the Declarant or the Association. The Common Area consisting of sanitary sewer easements, drainage easements, utility easements or similar areas shall be used for such purposes or similar purposes as approved by the Declarant or the Association.

(ii) The Shared Access Easement Area shall be used solely for location, use, placement, construction, maintenance and repair of utilities and paving improvements, and pedestrian and vehicular access, ingress and/or egress to and from each Lot and/or Common Area to the public right-of-way known as "Forest Lane" located south of the Subdivision or other public access rights-of-way adjacent to the Subdivision for the benefit of the Owners and the Lots. No improvements other than entry gates and related facilities, paving and/or landscaping may be placed within the Shared Access Easement Area without the written consent and approval of the Board.

(c) **Sales Offices and Similar Uses.** The Declarant or any Builder may maintain on its Property one or more signs, sales offices, or trailers on Lots for the purpose of facilitating sales of Lots and/or Residences on the Property. The Declarant or the ACC, may by written designation grant to Builder(s) constructing Residences on Lots within the Property the right to conduct their sales and marketing programs for the Property from any permanent or temporary sales buildings or trailers, and conduct improvement work and activities on portions of the Property owned by them and do all things reasonably necessary or convenient as required to expeditiously commence, continue and complete such improvement work, including, but not limited to, the provision of temporary buildings (including, without limitation, trailers), temporary storage of construction materials and equipment and the installation of temporary signage of such types, in such sizes and at such locations on portions of the Property owned by them as they deem appropriate and in accordance with any applicable governmental requirements.

**Section 2.2 Prohibited Uses and Activities.**

(a) **No Further Subdivision.** No Lot may be further subdivided without the prior written consent of the Declarant or the ACC; provided, however, this restriction shall not be applicable to Common Area conveyed to the Declarant by the Association. Lots may be combined for the purpose of constructing a single Residence on more than one Lot only upon written approval of the Declarant or the ACC. Without regard to any such permitted subdivision or combination, the Lots involved shall continue to be treated as single individual Lots hereunder for all other purposes, including voting in the Association and assessing and collecting Assessments.

(b) **Parking and Vehicle Restrictions.** All Vehicles shall be parked, stored or placed in the garage of the home or on the private driveway of the home. On-street parking shall be limited to temporary parking of guests or invitees of Owners during parties, delivery of services, and similar limited (no more than forty-eight (48) hours) time periods. Trucks with tonnage in excess of one ton and Vehicles with signage or advertising displays shall not be permitted to park overnight on the Streets, driveways, or other areas within the Property. The intention shall be that on-street parking is limited as so stated above. Owners parking shall be restricted to garages and driveways. The maximum number of vehicles allowed per lot / home shall be no greater than four (4) without the prior written consent of the Board. On-street parking violations shall be reviewed and considered on a case by case basis at the sole discretion of the Board. The local city or county ordinances may, at times, supersede this Declaration or the Rules and Regulations of the Association. No inoperative or unlicensed Vehicles may be parked or stored, other than in an enclosed garage, within the Property. All work on Vehicles (other than routine maintenance) shall be performed only in an enclosed garage. The foregoing provisions shall not restrict the parking of trucks and other Vehicles as necessary in connection with construction of Residences or other permitted Structures on Lots.

(c) **Specific Use Restrictions.** No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted on the Property which is not related to single-family residential purposes. No noxious, loud or offensive activity (as determined by the ACC) shall be undertaken on the Property, and nothing shall be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a Builder's temporary use of a Residence as a sales office until such Builder's last Residence on the Property is sold. Nothing in this subparagraph shall prohibit an Owner's use of a Residence for quiet, inoffensive activities such as tutoring or giving art or music lessons so long as such activities do not materially increase the number of cars parked on the Street or interfere with adjoining homeowners' use and enjoyment of their Residences and yards.

(d) **Pet and Animal Restrictions.** Only regular household pets such as cats and dogs shall be permitted on the Property and then only for personal use and not for any business use such as breeding, kennel operations and the like. No other animals shall be permitted to be maintained upon the Property, including the following: cows, bees, hogs, pot bellied pigs, sheep, goats, poultry, or skunks. No more than four (4) domesticated household pets are permitted in any Residence. Pets shall not be permitted to run free through the Property or become a nuisance to others and should be maintained within the confines of the home or fenced yard. Owners walking their animals shall ensure they are properly leashed and are responsible for picking up pet waste after their pets. An owner, after written notification, may be required to remove any

pet from their premises that has become violent or dangerous, causes property damage to the common areas or other homes, barks excessively or causes a nuisance of any sort. The Board shall have the sole discretion to determine if a pet should be removed.

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

(f) **Trash/Garbage Disposal.** Trash, garbage and other waste shall at all times be kept in clean, well maintained, sanitary containers for regular scheduled pickup for removal of such items. Trash, garbage or other waste shall not be dumped on the ground of any Lot or in any Common Area. Containers for trash, garbage and other waste shall be screened from view in accordance with Section 3.4(e)(4) hereof at all times except such containers may be brought to the curbside or other designated pick-up area with respect to a Lot only after 6:00 p.m. the day before pickup and containers must be retrieved and stored out of view no later than 9:00 p.m. the day of pickup.

(g) **Occupancy.** Each Lot shall be improved with a Residence. No Person shall occupy any garage or other outbuilding as a dwelling unit at any time. No Structure of a temporary character, such as a trailer, basement, tent, shack, barn or other outbuilding, shall be used on any of the Property at any time as a dwelling house; provided, however, that any Builder may maintain and occupy model homes, sales offices and construction trailers during construction periods.

(h) **Projections from Structures.** Window air conditioning units attached to a Residence and other similar projections visible from a street are prohibited. Any projection through the roof of any outbuilding on the Property shall require the prior written approval of the Declarant or the ACC.

(i) **Private Water/Septic Systems.** Each Residence shall be connected to the City water system, and no private water well or storm sewer system is permitted within the Property unless constructed or caused to be constructed by the Declarant on the Declarant's Property. If the Declarant uses private drainage easements in areas that necessitate or contain a private sub-surface storm sewer drainage system, then such sewer lines are to be kept freely running and unobstructed at all times. If the lines become obstructed, all parties that benefit from their function shall be required to equally and promptly share in the cost of repair or replacement of the lines. Each Residence will operate on an individual Septic System by which sewage and waste water shall be disposed of. No City sewage and waste water line shall be allowed or be connected directly to the central drainage system of the subdivision. No part of the PROPERTY shall be used as dumping area for any waste matter at any time. Each dwelling unit shall properly keep and maintain a suitable and closed receptacle for dumping waste matter. Routine collection and / or disposal of waste matter by an appropriate public service entity are required.

(j) **Changes in Grade.** Except for such changes as are reasonably necessary to facilitate construction of a Residence on a Lot, no Owner shall change the grade of any Lot except in compliance with all applicable laws and the requirements of the grading plan. After the Declarant has developed the Lots on its portion of the Property, the general grading and slope of

a Lot may not be altered, and no dams, berms, channels or swales may be constructed or excavated without the prior written approval of the Declarant (or the ACC), the City (if applicable) and other appropriate agencies having authority to grant such approval. Notwithstanding anything to the contrary contained herein, the drainage plan of a Lot shall not be altered in a manner which is inconsistent with the Lot Grading Plan, unless such alteration is first approved by the City in writing.

**(k) Visible Activities - Outdoors.** Outdoor drying of clothes and clothes lines are prohibited. When not in use, lawn mowers, rakes, carts, and other yard equipment shall be stored away from view of adjoining Lots and Streets. Sports equipment such as trampolines, soccer nets, and other large or oversized sports objects or play equipment of any kind shall be stored away from view when not in use. Permanent basketball goals are not permitted to be placed on any Lot or attached to a Residence. Portable basketball goals are permitted but must be stored in the rear of the Lot or neatly to the side of the Residence when not in use (from sundown to sunrise). Basketball goals must be properly maintained and painted, with the net in good repair. Basketball goals not in good repair must be removed until repairs are made. No unsightly weights such as bags of sand, tires, heavy metal objects or any other form of alternative weight to hold the portable goal in place is allowed. **All basketball goals must be approved by the Architectural Control Committee prior to being placed on any Lot.**

**(l) Structures and Storage.** No temporary dwelling, shop, trailer, mobile home or above-ground swimming pools of any kind or any improvement of a temporary character shall be permitted on any Lot, except that a Builder or contractor may have temporary improvements (such as a sales office, parking lot and/or a construction trailer) on a Lot during construction of the Residence on that Lot. Upon approval of the ACC, an Owner may install and place a play structure in the fenced in area behind the Residence on a Lot however, the play structure may not exceed more than two feet (2') in height over the top of the fence. The play structure must be kept in good condition at all times, failure to maintain the play structure in good condition shall require the immediate repair or removal of the structure. Except as otherwise expressly permitted in Section 3.7 hereof, no building material of any kind or character shall be placed or stored upon a Lot until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed only within the property lines of the Lot upon which the improvements are to be erected during construction so long as construction progresses without undue delay. Unless approved in writing by the ACC or the Board, in the absence of the ACC, pursuant to this Declaration, no storage buildings shall be constructed on a Lot. In any event, storage buildings permitted to be constructed on a Lot hereunder or by subsequent written approval by the ACC or Board must match or complement the materials and color of the Residence on the Lot. Storage buildings may be permitted only with the prior written approval of the ACC or Board, in absence of the ACC, and each storage building shall not exceed eight feet (8') in height or the maximum of two (2) feet over the top of the fence line or the applicable governmental requirements pertaining to the height of such Structure(s), whichever is less, and shall be screened from view from adjacent lots, Common Areas, and adjacent Streets using either (A) live evergreen screening plants which are a minimum of six feet (6') in height at installation, spaced no more than eighteen inches (18") apart, edge to edge, or (B) an opaque fence or wall at least six feet (6') high, constructed of masonry, stone or wooden materials consistent with materials used on the primary Residence, or otherwise approved in writing by the ACC.



(m) **Recreational Vehicles.** No boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, travel trailer, motor home, camper body or similar vehicle or recreational equipment may be stored, parked or kept on any driveway, in the front yard or in the Street in front of a Lot at any time without the express written permission of the Board, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any Residence. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a Residence in the immediate vicinity.

(n) **Transportation of Hazardous Materials.** No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(o) **Drilling or Mining.** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the surface of the Property. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any part of the surface of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the surface of the Property.

(p) **Utilities.** Each Residence situated on a Lot shall be connected to the public water and sanitary sewer lines. No privy, trailer sewage, cesspool or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be allowed during building construction. The use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except as reasonably required [not to exceed fifteen pounds] to operate portable gas grills or permanent gas grills which may be installed or used by an Owner to serve a Residence) is prohibited. Except as to street lighting (if any) all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground (except meters, transformers, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities). Electric utility transformers may be installed only in locations designated on the Plat for such purpose or otherwise approved in writing by the ACC, and all improvements on a Lot on which an electric transformer pad easement is located as shown on the Plat must be installed in compliance with all electric company guidelines for separations from pad-mounted transformers.

(q) **Certain Exterior Lighting.** Upon being given notice by the ACC that any exterior lighting is objectionable, as determined by the ACC in its sole and exclusive discretion, the Owner of the Lot on which same is located shall immediately remove any such lighting or shield the same in such a way that it is no longer objectionable to the ACC.

**Section 2.3 General.** No use shall be permitted on the Property which is not allowed under applicable public codes, ordinances and other laws either already adopted or as may be adopted by the City or other controlling public authorities. Each Owner, occupant or other user of any portion of the Property, shall at all times comply with this Declaration and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments, and other agencies having jurisdictional control over the Property, specifically including, but not limited to, applicable zoning restrictions placed upon the Property as they exist from time to time. **IN SOME INSTANCES REQUIREMENTS UNDER THE**

**GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH REQUIREMENTS UNDER THE GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NON-COMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL AND CONTROL. All Lots shall be developed in accordance with this Declaration as this Declaration may be amended or modified from time to time as herein provided.**

**ARTICLE 3**  
**CONSTRUCTION PROVISIONS**

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

**Section 3.2 Establishment of the ACC.**

(a) **Initial Appointment.** The ACC shall consist of three (3) members. The initial ACC members shall be appointed by the Declarant. The Declarant, during the Development Period shall have the sole right to appoint and remove members of the ACC.

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

(c) **Compensation; Fee for Review.** No member of the ACC shall be entitled to compensation for its services; provided that the ACC may charge a reasonable fee (no more than \$500 per submission, plus actual costs and expenses incurred by the ACC in engaging any outside professional consultants) to cover its costs in reviewing any plans and inspecting a Lot and/or improvements constructed thereon, which fee shall be paid by an Owner to the Association at the time of submission and/or resubmission of plans to the ACC for review and approval. Notwithstanding the foregoing or anything to the contrary contained herein, Builders

shall not be liable for any charges of the ACC under this Section 3.2(c) with respect to the review and approval of the ACC of plans for the initial construction of a Residence on a Lot by such Builder.

### **Section 3.3 Approval Process.**

(a) **Submission of Plans.** Any party wishing to construct a Residence or any Structure on the Property shall submit at least one (1) copy of complete plans and specifications to the ACC for its approval prior to commencing construction. Such plans and specifications shall include engineering information, landscaping description, and construction plans showing the location and elevations of the proposed Residence or Structure and the materials to be used in constructing the same, all in sufficient detail to enable the ACC to evaluate the proposed Structure or Residence. The ACC may request additional information, including samples of proposed materials to aid it in its decision process. After receipt of a complete set of plans and specifications, the ACC shall promptly review the same and notify the Person submitting whether it approves the plans or whether it requires changes thereto. Alternately, the ACC may disapprove a set of plans by so noting thereon and returning it to the Person submitting, accompanied by a statement of the reasons for disapproval. No construction shall be commenced on any portion of the Property unless and until the plans for the Residence or Structure in question have been approved in writing by the ACC or the Declarant.

(b) **Time for Review/Approval.** The ACC shall approve or disapprove all plans properly submitted to it for construction within thirty (30) days after the date it receives a complete set of plans and specifications; therefore, **if the ACC fails to specifically approve or disapprove of any plans within such thirty (30) day period, then the ACC shall be deemed to have disapproved the plans submitted.**

(c) **Review Standards.** The ACC, in reviewing and approving plans for construction of Structures or Residences, shall use commercially reasonable efforts to promote and ensure a high level of taste, design quality, aesthetic harmony, and conformity throughout the Property, consistent with the standards established by this Declaration and the Design Guidelines.

(d) **Design Guidelines/Building Standards.** The Declarant during the Development Period, and thereafter the ACC may, but is not required to, from time to time, establish specific guidelines and building standards in addition to or to modify and amend the Design Guidelines attached hereto as **Exhibit B** and incorporated herein by reference, to assist Persons in determining the type of Structures and Residences which may be constructed on the Property. Pursuant to Sections 8.1 and 8.2, during the Development Period the Declarant may annex additional property to become a part of the Property in accordance with Sections 8.1 and/or 8.2 hereof, and may establish differing restrictions, guidelines and building standards for such additional property annexed, which may impose more restrictive or less onerous building standards with respect to such property annexed. The Declarant during the Development Period, and thereafter the ACC, may amend or modify such guidelines or standards from time to time in its sole discretion. Such guidelines or standards shall supplement this Declaration and shall be general guides to permitted construction within the Declarant's Property, but shall not diminish the authority of the ACC and/or the Declarant to approve plans as otherwise herein provided.

(e) **Failure to Obtain Approval.** The construction, repair, replacement, installation, improvement or placement of any Structure or improvement of any type on a Lot or Residence without the prior written approval from the ACC shall constitute grounds for the imposition by the ACC or the Association of an automatic fine against the Owner of said Lot in such amount permitted by the terms of Section 9.2 hereof, commencing upon the date on which the unapproved construction, repair, replacement, installation or placement commenced and continuing until the earlier of the date on which such Owner has either (i) obtained ACC approval of such construction, repair, replacement, installation or placement of the offending Structure(s), or (ii) removed such offending Structures and restored its Lot to substantially the same condition as existed prior to commencement of such construction, repair, replacement, installation or placement thereof. A fine levied under this Section shall be charged to the Owner's assessment account, payable upon demand and secured by the Assessment Lien created in Article 6.

(f) **Limitation of Liability.** No Declarant, and none of Declarant's officers, directors, partners, agents, employees, representatives, parent or subsidiaries, nor the Association, the Board, or the ACC, including any of its respective members, shall be liable to any Person for any official act of the ACC in connection with submitted plans and specifications. Notwithstanding any approval by the Declarant or the ACC, neither the Declarant nor the ACC shall be responsible or liable to any Person with respect to any loss, liability, claim or expense which may arise by reason of such approval or the construction of a Residence or Structure related thereto. No Declarant, nor the Association, the Board nor the ACC shall be responsible in any way for any defects in any plans or specifications submitted, reviewed or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans or specifications. No approval of any plans by either the ACC or the Declarant shall be construed to mean that the plans comply with any applicable law, building code, or governmental regulation, it being the responsibility of the Person submitting any plans to assure compliance with all applicable laws. Conversely, the issuance of a building permit or any approval from any governmental authority shall not, under any circumstance, constitute any evidence that construction of a Residence or a Structure complies with the terms and conditions contained in this Declaration or the Design Guidelines. No Declarant or members of the ACC shall have liability for decisions made by them regarding the approval or disapproval of plans, so long as the decisions are made in good faith and are not discriminatory, arbitrary, or capricious.

#### **Section 3.4 Specific Construction Provisions.**

(a) **Setbacks.** All Residences and other Structures shall be constructed in conformity with the setback requirements of the City and the building lines reflected on the Plat.

(b) **Residence Size and Type.** The minimum square footage of enclosed air-conditioned area of each Residence (exclusive of all porches, garages or breezeways) shall be the greater of (i) 3,300 square feet or (ii) the minimum square footage required by the City for each Residence. Each Residence shall be of new construction on a Lot and no mobile homes or manufactured housing shall be permitted on the Property except as authorized by the Declarant on a temporary basis in connection with construction or sales activities on the Declarant's Property.

(c) **Garage Requirements.** Each Residence shall have at least a two (2) car attached or detached garage constructed as a part thereof, in compliance with the minimum applicable requirements established by the City. Each garage must match or complement the materials and color of the Residence on the Lot and must be kept in good repair at all times. Damaged and / or unsightly garage doors must be promptly repaired or replaced. When the garage is not in use garage doors must be kept closed at all times. **Aluminum garage doors are prohibited.** Carriage doors, cedar, and other architectural grade materials may be allowed upon written consent of the ACC. Each single-family Residence erected on any Lot shall provide off-street parking space (inclusive of garage space) for a minimum of two (2) automobiles. No garage shall be modified or converted for use as living space or any use other than as a garage, except with regard to model homes or sales offices operated by Builders in the Subdivision for which the garage may be modified or converted to living space or for other uses during periods in which such Residence(s) are being operated as a model home or sales office of a Builder.

(d) **Drive/Walkway Requirements.** All driveways and sidewalks shall conform to applicable City and other governmental specifications and regulations notwithstanding, all sidewalks shall be finished in exposed aggregate concrete. All driveways shall be uniformly finished in stamped "slate tile" style concrete or pavers. Color is to be at the sole discretion of the Declarant or Board of Directors after termination of Declarant control. No pattern or color variations are allowed without the prior written consent of the ACC. Builders and Owners must submit their color selections in advance for written approval of the ACC. Examples of some stain colors which may be allowed are: Scofield integral color C-24 charcoal, C-26 antique cork or other colors as may be approved in writing. No extensions or widening of the driveway is allowed without the prior written consent of the ACC. Each Lot must be accessible to an adjoining Street by a concrete driveway unless other materials are approved in writing by the ACC. If required by the City, concrete sidewalks shall be installed on each Lot by the Builder constructing the initial Residence on any Lot and in conformance with the requirements of the City. Owners shall maintain their driveways. **Storage of items on driveway are prohibited at all times.**

(e) **Ancillary Structure Provisions.** All ancillary Structures (as described below) shall conform to the requirements of this Section. Prior written permission of the ACC is required before installation. All ancillary structures should be mounted on the back of the Residence whenever possible so as not to be visible from the street. All side and front mounted structures must receive the prior written approval of the ACC:

(1) **Antennas, Aerials and Satellite Dishes.**

(A) Any antenna or satellite dish less than one meter in diameter shall be installed so as to not be visible from any street or the ground level of any adjacent Lot or Common Area, and shall be integrated with the Residence and surrounding landscape.

(B) Any broadcast television antennas and any other antennas and aerials shall be located inside the attic of the Residence constructed on the Lot.

(C) One (1) satellite dish over one meter in diameter shall be permitted per Residence only if it is not visible from any street or the ground level of an adjoining Lot or Common Area, and does not extend above the height of the fence surrounding the Lot on which such satellite dish is located.

(D) With respect to any antenna or satellite dish covered by Section 47 C.F.R. Part I, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time, the provisions of Section 3.4(e)(1)(A) and 3.4(e)(1)(B) shall be applicable only to the extent that the requirements hereof do not (A) preclude reception of an acceptable quality signal, (B) unreasonably delay or prevent installation, maintenance and use of the antenna or satellite dish, or (C) unreasonably increase the cost of installation, maintenance and use of the antenna or satellite dish.

(2) **Fences and Walls.** All fences constructed within the Subdivision shall comply with the Design Guidelines attached hereto as **Exhibit B** and shall in any event be of a design approved by the ACC. Any transition between intersecting fences of differing heights shall occur over a slope a distance of two feet (2') from the point of intersection. No fence shall be constructed on a Lot nearer than five feet (5') from the front corner of the Residence on such Lot. No fences or walls shall be constructed on any lot, other than by the Builder or Declarant, unless approved in writing by the ACC or the Board in the absence of the ACC. Fencing on all perimeters of a Lot is required. No partial fencing is allowed without the prior written consent of the ACC. Fencing must be kept in good repair at all times. Peeling or chipping paint, faded areas or fences with broken or popped pickets, fallen panels, inward or outward leans or other disrepair of any kind is prohibited. The Association reserves the right to require replacement of all or any portions of fences where repair alone cannot restore fence to its original quality or form.

(3) **Outbuildings.** All outbuildings must be approved by the ACC consistent with Section 2.2(l) herein.

(4) **Trash Containers.** All trash containers belonging to a specific residence shall be screened from view from Streets, except during the time periods set forth in Article 2, Section 2.2(f).

(5) **Hedges.** Hedges shall be maintained at a height that is no higher than twenty-four inches (24") above the height of fences and walls on a Lot. Each owner shall keep and maintain hedges on its Lots in a manner that preserves the structural integrity of the fence and/or wall, and ensures same is not compromised, and in a manner to prevent encroachment of such hedge onto any adjacent Lot. No hedge shall be maintained in a manner that obstructs any sidewalk or the visibility of intersections of Streets. Dead or dying hedges must be removed and replaced.

(6) **Retaining Walls.** No retaining walls shall be constructed on any lot, other than by the Builder or Declarant, unless approved in writing by the ACC or the Board in the absence of the ACC. Owner is responsible for the maintenance of retaining walls and shall keep them in good condition or make the necessary repairs.

(7) **Mailboxes.** Mailboxes shall be of a design as set forth on **Exhibit C** attached hereto and incorporated herein by reference, or other design approved in writing by the ACC or Declarant, and be designed and constructed in accordance with any applicable guidelines and/or requirements of the City and/or United States Postal Service. Mailboxes must be kept in good repair at all times.

(8) **Recreational Facilities.** A swimming pool may be constructed within any Lot provided the plans are approved by the ACC prior to commencement of construction to ensure compliance with the requirements contained in the Design Guidelines with respect to location and screening. **Above ground pools are prohibited.** All pool service equipment shall be either screened with shrubbery or fenced and located in (A) a side yard between the front and rear boundaries of the Residence or (B) in the rear yard, or (C) otherwise concealed in a location not visible from any Street, Common Area or adjacent Lot. All other recreational facilities regardless of type must be approved in writing by the ACC.

(9) **Signage.** No sign or signs of any kind or character shall be displayed to the Streets or otherwise to the public view on any Lot or Common Area, except for the Declarant's signs or Builders' signs approved by the Declarant for such Declarant's Property, and except that. **All signs except for Developer and Builder signs must have the prior written approval of the ACC before installation. Failure to obtain approval may result in the removal of any sign, flag or decoration at Owner's expense:**

(A) Any Builder, during the applicable initial construction and sales period, may utilize two (2) professionally fabricated signs (of not more than six [6] square feet in size) per Lot for advertising and sales purposes, and two (2) professionally fabricated signs (of not more than thirty-two [32] square feet in size) in the Property advertising a model home or advertising the Subdivision, provided that such signs shall first have been approved in writing by the ACC;

(B) Development related signs owned or erected by Declarant (or any Builder with Declarant's prior written consent) shall be permitted;

(C) Signs displaying the name of a security company shall be permitted, provided that such signs are (i) ground mounted, (ii) limited to two (2) in number per Lot (one [1] in the front yard and one [1] in the back yard), and (iii) of a size not in excess of two (2) square feet in size;

(D) Each Owner may display flags on or at a Residence in conformity with the Design Guidelines attached hereto as **Exhibit B**, and in a manner otherwise consistent with the covenants, conditions and restrictions contained in this Declaration;

(E) Each Residence may display seasonal decorations (including lights, lawn ornamentation, flags and banners) for duration of no longer than six (6) weeks during the applicable season and provided that such decoration is in any

event consistent with the covenants, conditions and restrictions contained in this Declaration and with the aesthetics of the neighborhood. Any decorations which present a negative or improper theme or causes disruption within the neighborhood must be removed upon written notice from the ACC. The Declarant and Board of Directors have the final determination as to what might be interpreted as negative, improper or disruptive in nature; and

(F) One (1) sign for each candidate and/or ballot item on advertising such political candidate(s) or ballot item(s) for an election shall be permitted in accordance with Section 202.009 of the Texas Property Code, provided that:

(i) such signs may not be displayed (A) prior to the date which is ninety (90) days before the date of the election to which the sign relates, and (B) after the date which is ten (10) days after that election date;

(ii) such signs must be ground-mounted; and

(iii) such signs shall in no event (A) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component, (B) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing Structure or object, (C) include the painting of architectural surfaces, (D) threaten the public health or safety, (E) be larger than four feet (4') by six feet (6'), (F) violate a law, (G) contain language, graphics, or any display that would be offensive to the ordinary person, or (H) be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

**All signs, flags and decorations restrictions will be strictly monitored and enforced. Allowed signs must be professionally produced and manufactured. Each Owner hereby grants permission to the Association, the ACC, or their duly authorized agents to enter upon a Lot or any part of the Property and remove any sign, billboard, advertising structure, flag(s) or decorations that does not comply with the above requirements and, in doing so, the ACC (or its duly authorized agents) shall not be subject to any liability to any Person whatsoever for trespass, conversion, or any claim for damages in connection with such removal. The ACC's cost to remove any sign shall be added to the Owner's assessment account, be payable upon demand and secured by the Assessment Lien created in Article 6.**

(f) **Construction Materials.** All construction materials shall conform to the following provisions:

(1) **Exterior Materials.** The exterior walls (excluding doors and windows), of each Residence constructed or placed on a Lot shall have the minimum City required coverage but not less than the required minimum coverage as set forth in the Design Guidelines attached hereto as **Exhibit B.** All chimney and fireplace flues shall be enclosed and finished and portions located above the roof structure and roofing materials



shall be finished as required by the Design Guidelines or applicable ordinances of the City, provided that in any event such exterior portions of the chimney shall be finished with an approved exterior grade material; exposed pre-fabricated metal flue piping is prohibited. No material on the exterior of any building or other improvement except applicable wood trim or stucco, shall be stained or painted without the prior written approval of the ACC. No materials other than the following may be used in the exterior construction of a Residence and/or other Structures constructed on a Lot (excluding roofing materials, window frames and exterior fixtures): brick, brick veneer, stone, stone veneer, wood, stucco and/or other masonry material as may be approved in writing by the ACC. All wood or stucco used on the exterior of a Residence must be painted or stained in a color compatible with the exterior design and materials used in the exterior construction of such Residence, and as approved by the ACC. All exterior portions of a Residence must be kept in good repair at all times. Disrepair must be promptly addressed including chimney and all exterior portions of the Residence.

(2) **Roof Materials.** Architectural grade composition shingles with minimum 350 pounds per square foot (100 square feet). Roof materials may be cement fiber shingles, slate, metal, clay tile, or concrete tile. All other materials must have the prior written approved of the ACC. The color of shingles shall be a weathered brown, gray or a color approved in writing by the ACC. All other roofing material shall not be used without the express written approval of the ACC. All roofing materials must be fireproof and conform to City requirements, and are subject to approval of the ACC. Roof materials shall in any event be in compliance with the Design Guidelines attached hereto as **Exhibit B.** Owners must promptly repair damaged roofs, missing and broken / torn shingles. Full roof replacements require the prior written approval of the ACC.

(3) **Garage Doors.** Each residence shall have an enclosed garage and shall conform to the requirements as set forth in Section 3.4(c). The garage shall conform in design and materials with the main Residence. **Aluminum garage doors are prohibited.** No garage shall be used for a living quarters or business at any time. Garage doors must be kept in good repair at all times.

**Section 3.5 Height Restrictions.** All Residences and other Structures shall conform to the height restrictions of the City.

**Section 3.6 Roof Restrictions.** All Residences shall have a minimum roof pitch of 10:12 slope, unless otherwise approved in writing by the Architectural Control Committee. The roof pitches of any permanent Structure(s) to be constructed and/or installed on any Lots shall be subject to the Architectural Control Committee's prior written approval. Other architectural styles such as Mediterranean, Modern, and Hill Country may be allowed a lower roof pitch notwithstanding, the prior written approval of the ACC shall be required.

**Section 3.7 Construction Period and Process.** All construction activities, temporary Structures, storage of materials and equipment, construction-related parking and temporary security fences shall be confined entirely on such Lot or, if applicable, (a) such other portion of the Property designated by Declarant for such use or (b) such other Lots owned by a Builder which may be used as staging, parking or storage areas with related temporary Structures and fencing thereon

for purposes of such Builder's initial construction of Residences on Lots owned by it. Each Owner is responsible for, and shall cause, through appropriate contractual provisions, all costs of cleaning up any debris or waste improperly disposed of anywhere on the Property. Each Owner and such Owner's contractors shall use reasonable diligence to maintain an attractive, clean, nuisance-free environment during the period of construction. Each Owner of a Lot on which improvements are being constructed shall keep all Streets reasonably cleared of mud and dirt left by construction vehicles for each Lot. Once commenced, all construction on a Lot of any Residence (including the initial Residence thereon) (a) shall be continued with due diligence and good faith until completion, and (b) shall be completed within three (3) months after commencement thereof. Construction of any other Structure shall be completed within the time periods specified in the plan approval process. All areas under construction shall be maintained in a clean, safe condition, and debris, trash, and rubble shall be stored in appropriate containers and promptly removed from the Property.

**Section 3.8 Landscaping.** Weather permitting, landscaping of a Lot must be completed (a) by the date on which any Residence on a Lot is ninety-five percent (95%) complete, with respect to the initial construction of a Residence on a Lot, or (b) the date on which an Owner commenced installation and/or construction of such landscaping improvements with respect to landscaping improvements and work on Lots with existing Residences. In any event, all landscaping requirements for Residences as set forth in the Design Guidelines attached as **Exhibit B** to this Declaration, and as such Design Guidelines may be amended from time to time by the Declarant, the Board, the ACC or the Association pursuant to the terms hereunder, shall be satisfied prior to occupancy of a Residence on a Lot, provided that in any event (i) all front and side yards of a Lot shall be fully sod, (ii) all yard areas and required landscape shall be irrigated by a fully automated irrigation system with drip irrigation installed in the front yard planter beds and front yard trees, (iii) each Lot shall include at least two (2) canopy trees with a caliper of four inches (4") or greater (measured at breast height) within the front yard of each of the Lots and landscaping that otherwise complies with any requirements of the City or other applicable governmental authorities and the Design Guidelines promulgated by the Board, the ACC or the Association hereunder (collectively, the "**Minimum Landscaping Requirements**"). **All lawns and landscaping must be kept in good condition.** Dead or dying plants or trees must be promptly removed and replaced. Grass may not exceed four inches (4") in height and a well manicured and aesthetically pleasing lawn must be maintained at all times notwithstanding allowances at the sole discretion of the Declarant or Board of Directors may be made for winter months, hard freezes and times when proper lawn and landscape maintenance is deemed to be difficult. **Weeds must be promptly dealt with.** Owners shall not allow weeds to take over a lawn; Owner shall use a weed treatment program whenever necessary. Trees must be kept trimmed and free of disease. With respect to each and every fence installed at or near the side Lot line of any corner Lot running parallel to a Street, the Lot Owner shall be obligated to maintain all grass areas between the fence and the Street, as applicable (and if any Owner fails to do so, the Association shall have the right, but not the obligation to maintain same at the Owner's cost, and shall have all other rights and remedies as are provided for in this Declaration). Proper and aesthetically pleasing lawns and landscape shall be strictly enforced.

**Section 3.9 Retaining Walls.** Retaining walls may be installed to achieve even grades for pools, driveways or Residence foundations or to prevent storm water drainage to flow onto other Lots as required by **Section 2.2(i)** hereof. Such retaining walls must be constructed of such

materials and height, and in a manner and location, approved in writing by the ACC and the City, if applicable and must be well maintained at all times. All retaining walls visible from any Street in front of a Lot, and, for corner Lots, from the adjacent side Street, shall be finished with landscape quality rock or stone, same color as existing walls. Any retaining walls built by Declarant or its affiliates on Common Area to be maintained by the Association shall be conveyed to and maintained by the Association as Common Areas and/or Common Amenities. Any retaining walls located within a Lot shall be maintained and repaired by the Owner of the Lot on which such retaining wall is located. In the event that a retaining wall is located on a shared property line between two Lots, the Owner of the high-side Lot shall be responsible for the maintenance and repair of such retaining wall.

**Section 3.10 Right to Waive or Modify Specific Instruction Provisions.** The ACC shall have the right, in its discretion, to grant reasonable waivers of the construction provisions set forth in this Declaration, and any such waiver shall not entitle any other Person to a similar waiver and shall only be granted with respect to portions of the Property for which such ACC is responsible in accordance with the terms of this Declaration.

**Section 3.11 Declarant Rights.** So long as the Declarant owns any Lot, the Declarant may exercise any of the rights of the ACC appointed by such Declarant under this Article 3 and supersede any decision or action of such ACC.

**Section 3.12 Repairs, Replacements and Modifications.** The provisions of this Article 3 shall apply to any and all repairs, replacements or modifications of any improvements placed upon any Lot and shall not be deemed or construed as being limited to initial or new construction.

#### **ARTICLE 4** **EASEMENTS AND MAINTENANCE PROVISIONS**

**Section 4.1 Owner's Obligation to Maintain.** Each Owner shall maintain its Lot and the Residence and other Structures thereon in a clean, first class condition. Each Owner shall keep all landscaping and sprinkler system on such Owner's Lot in a neat, orderly and well-maintained condition and shall keep the sidewalk on or in front of such Owner's Lot in good condition and repair. Each Owner shall regularly mow grass on its Lot so that at all times such Owner's Lot contains no weeds, grass or unsightly growth exceeding four inches (4") in height. Each Owner shall maintain all the exteriors of its Residences and Structures in good condition and shall make such repairs and replacements as necessary to maintain good order and the aesthetic harmony of the Property.

**Section 4.2 Damaged Improvements.** If any Residence or Structure is damaged in any way, the Owner shall immediately repair such damage. This includes residence, fences, and all other structures.

**Section 4.3 Declarant/Association Right to Perform.** If any Owner fails to maintain the condition of its Lot, the landscaping thereon, including the prompt removal of rotting or deceased trees and shrubs, or the Residence or other Structures thereon as contemplated by this Article 4 and fails to take action to correct such defect within ten (10) days after the Declarant or

the Association has furnished written notice thereof to such Owner, then the Owner of such Lot hereby grants permission to such Declarant or Association (or its duly authorized agents) to enter upon such Lot and perform those duties which the Owner failed to perform without liability whatsoever to such Owner or any Person for trespass, conversion, or any claim for damages. The cost of performing such duties shall be added to the Owner's assessment account and shall bear interest at the rate of twelve percent (12%) per annum or the maximum lawful rate (whichever is less) (the "Default Interest Rate"), and shall be subject to any applicable late and collection fees as permitted to be charged under applicable law, and as set forth in this Declaration and shall be payable upon demand and secured by the Assessment Lien provided for in Article 6.

#### **Section 4.4 Easement Maintenance.**

(a) **Generally.** Each Owner grants to the Association, the Board, and the Declarant the right to access, repair, and maintain all facilities and improvements within the Shared Access Easement Area or within any wall, entry, fence, landscape, or other similar easement as recorded on any Plat.

(b) **Drainage Easement.** By acquisition of a Lot, each Owner hereby grants, creates and conveys unto the Association, the other adjacent Owners and the Declarant (prior to the establishment of the Association, and thereafter, the Association) a perpetual non-exclusive easement (the "Drainage Easement") over (i) all the Shared Access Easement and any and all drainage easements within such Owner's lot and shown on the Plat and (ii) an area five feet (5') on both sides of the shared property line of each Lot within the Property for the purpose of (a) access, ingress, egress, as is reasonably necessary to maintain, repair and/or restore the grading and/or drainage improvements serving the Lots and/or the Property, and (b) permitting runoff and/or storm water to drain from other adjacent Lots over, through, under and across the Owner's Lot(s) to the extent such drainage does not adversely affect any Residence; provided, however, in no event shall Declarant and/or the Association be liable to maintain, repair or restore any grading or drainage on or serving any Lot. Neither the Declarant nor Declarant's successors or assigns shall be liable for any loss of, or damage done to, any shrubbery, grass, flowers, improvements, fences, sidewalks, driveways or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters or drainage waters. Notwithstanding any of the foregoing rights of the Association or the Declarant, each Owner hereby agrees to maintain the Drainage Easement area at such Owner's sole cost and expense. If any structures or other obstructions are constructed, created or placed by any Owner within the Drainage Easement area without the prior written consent of the Association and/or the Declarant, the Declarant or the Association shall have the right to remove such structure or obstruction at the sole cost of such Owner.

(c) **Shared Access Easement.** By acquisition of a Lot, each Owner hereby grants, creates and conveys unto the Association, the Declarant prior to the establishment of the Association and the other adjacent Owners a perpetual non-exclusive easement (the "Shared Access Easement") over the Shared Access Easement Area shown on the Plat, for the purpose of vehicular and pedestrian access, ingress, egress, as is reasonably necessary to maintain, repair and/or restore the utility, paving, curb or other improvements within the Shared Access Easement Area serving the Lots and/or the Property. If any structures or other obstructions are constructed, created or placed by any Owner within the Shared Access Easement Area without

the prior written consent of the Association and/or the Declarant (for as long as Declarant owns a Lot), the Association or Declarant (for as long as Declarant owns a Lot) the shall have the right to remove such structure or obstruction at the sole cost of such Owner.

(d) **City Utilities and Easements.** The Association, by way of the Board of Directors, the President of the Board of Directors, or any person chosen by the Board of Directors is hereby authorized make agreements with Dallas County, the City of Dallas, and/or any private service companies for easements over the Shared Access Easement Area as may be necessary or appropriate to comply with applicable ordinances or laws, including, without limitation, the City of Dallas Code SEC. 51A and SEC. 51P, and Article XIII of the Dallas Fire Code. These easements may include, but are not limited to: utilities, fire lanes, street lighting, government vehicle access, mail collection and delivery access, utility meter reading access, and any other access as required code or ordinance.

## **ARTICLE 5 OWNERS' ASSOCIATION**

**Section 5.1 Establishment.** The Association has heretofore been or will hereafter be created as a Texas non-profit corporation. Each Owner of a Lot shall be a member of the Association and such membership is appurtenant to and shall not be separated from ownership of a Lot. Upon the transfer of a Lot, the new Owner shall automatically become a member of the Association. The term of existence of the Association and other matters pertaining to its operation are set forth in its Certificate of Formation and the By-Laws. The Association is established to enforce this Declaration and the Covenants, to promote the interests of the Owners as residents of the Property, and to enhance the value of the Lots as part of a harmonious, high quality, residential subdivision.

### **Section 5.2 Membership; Voting Power.**

(a) **Generally; Classes of Members.** Every Owner (including Declarant) shall automatically be and must remain a Member of the Association so long as such Person is an Owner. The membership of a Person in the Association shall terminate automatically whenever such Person ceases to be an Owner, except that such termination shall not release or relieve such Person from any liability or obligation arising under this Declaration during such Person's period of ownership. Any transfer of title to a Lot shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner of such Lot. The Association shall have two classes of voting membership as follows:

(i) **Class A.** The Class A Member shall be all Owners other than the Declarant and shall be entitled to one vote for each Lot owned. If more than one person owns an interest in a Lot, they shall combine their vote in such a way as they see fit, but there shall be no fractional votes, and no more than one vote with respect to any Lot.

(ii) **Class B.** The Class B Member shall be the Declarant, who shall be entitled to twenty (20) votes for each Lot owned by such Declarant. Subject to the conditions set forth in the remainder of this paragraph, the Class B membership applicable to the Declarant's Property shall be converted to Class A membership upon the earlier of (i) the

sale or transfer of the last lot owned by Declarant, (ii) ten (10) years from this filing, or (iii) the recording in the Records of Dallas County, Texas, of a notice signed by the Declarant terminating its Class B membership. In determining the number of Lots owned by the Declarant for the purpose of Class B membership status hereunder, the total number of Lots covered by this Declaration, including all Lots annexed thereto in accordance with Sections 8.1 and/or 8.2 herein shall be considered. In the event the Class B membership has previously lapsed as provided in (i) above, but annexation of additional property restores the ratio of Lots owned by the Declarant to the number required for Class B membership status, such Class B membership shall be reinstated until it expires pursuant to the terms hereof.

(b) **Board of Directors Election.** The Board shall be elected as provided in the Association Documents. The Board shall act by majority vote as provided in the Association Documents.

(c) **Specific Powers of Board.** Without limiting the authority granted to a board of directors under the Texas Business Organizations Code, the Board shall have the following specific powers on behalf of the Association notwithstanding, during the period of Declarant control, the Board's powers may be limited at the sole discretion of the Declarant:

- (1) to enforce the provisions of this Declaration;
- (2) to enter into contracts;
- (3) to retain third parties, as necessary, to assist the Board in carrying on the Association's activities, including engineers, accountants, lawyers, architects, land planners, professional management, and other consultants;
- (4) to take such action as necessary to maintain the Common Area and Common Amenities in good order and condition;
- (5) to acquire property, services and materials to carry out its duties;
- (6) to purchase insurance covering potential liability for use of the Common Area and/or Common Amenities and for other risks;
- (7) to borrow money for Association purposes;
- (8) to initiate and defend litigation, arbitration and other similar proceedings;
- (9) to promulgate reasonable rules and regulations for access to and use of Common Area and/or Common Amenities as well as a policy establishing a schedule and procedures by which the Board may assess fines against Owners for violations of the Covenants or the Design Guidelines;
- (10) to establish and collect reasonable fees for the use of any Common Amenities within or on the Common Area; and

(11) to establish and collect a reasonable fee for copying and furnishing copies of the Association's governing documents and furnishing a Resale Certificate (as hereinafter defined) as and to the extent required by law. This function and the authority to collect and receive such fees may be delegated or assigned by the Board to the Association's Managing Agent.

**Section 5.3 Officers.** The Association will have such officers as are set forth in the Association Documents.

**Section 5.4 Quorum, Notice and Voting Requirements.**

(a) **Generally.** Except as otherwise specifically provided in this Declaration, any action requiring the vote or approval of the Members or the Owners shall require the majority vote of the Members (both classes voting together), represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, at which a "Regular Quorum" or a "Special Quorum" is present. Written notice of a meeting must be given to all Members not less than ten (10) days nor more than sixty (60) days in advance of any such meeting and shall set forth the purpose(s) of such meeting. No action may be taken at a meeting on any matter that is not described in the applicable meeting notice as being on the agenda for such meeting. Notwithstanding anything herein to the contrary, to the extent permitted by applicable law and in the Association Documents from time to time, any action may be taken by written consent of the Members in lieu of formal meetings.

(b) **Special Quorum.** The quorum (a "**Special Quorum**") required for any action referred to in Section 6.3(b) (maximum increase in Maintenance Assessments) hereof or Section 6.4(a) (Special Purpose Assessments) hereof:

Members represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, entitled to cast thirty percent (30%) of all of the votes of Members (both classes of Members taken together) shall constitute a **Special Quorum**. If the required Special Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Special Quorum at such second (2nd) meeting being reduced to one-half (1/2) of the required Special Quorum at the preceding meeting; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (1st) meeting. Further, if the reduced required Special Quorum is not present at such second (2nd) called meeting, the adjournment of the meeting shall be continued, and one (1) additional meeting may be called, subject to the notice requirement set forth herein, with Declarant alone constituting the required Special Quorum at such third (3rd) meeting; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (1st) meeting.

(c) **Regular Quorum.** The quorum (a "**Regular Quorum**") required for any action other than the action referred to in Section 5.4(b) hereof shall be as follows:

Members represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, entitled to cast twenty percent (20%) of all of the votes of Members (both classes of Members taken together) shall constitute a **Regular Quorum**. If the required Regular Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Regular Quorum at such second (2nd) meeting being reduced to one-half (1/2) of the required Regular Quorum at the preceding meeting; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (1st) meeting. Further, if the reduced required Regular Quorum is not present at such second (2nd) called meeting, the adjournment of the meeting shall be continued, and one (1) additional meeting may be called, subject to the notice requirement set forth herein, with Declarant alone constituting the required Regular Quorum at such third (3rd) meeting; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (1<sup>st</sup>) meeting.

(d) **Consent without a Meeting.** As an alternative to the procedure set forth in this Section, any action may be taken without a meeting upon obtaining the assent given in writing and signed by Members who hold more than (i) thirty percent (30%) of the outstanding votes eligible to be cast by Members (both classes of Members taken together) for actions referred to and requiring a Special Quorum as provided in Section 5.4(b) hereof, or (ii) ten percent (10%) of the outstanding votes eligible to be cast by Members (both classes of Members taken together) for actions referred to and requiring a Regular Quorum as provided in Section 5.4(c) hereof.

(e) **Controlling Provisions.** Except as set forth in this Section, the notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in the Association Documents. In the event a conflict exists between any requirement in and of this Section 5.4 and the requirements of any Association Documents, the terms of this Section 5.4 shall prevail.

**Section 5.5 Dissolution.** So long as the Declarant owns record title to any portion of the Property, the Association shall not be dissolved. Once the Declarant is divested of all ownership interest in the Property, the Association may be dissolved upon the written consent of Owners owning at least sixty-seven percent (67%) of the Lots, provided that provided that (i) title to the real property held as Common Area by the Association shall automatically vest in the Owners as tenants-in-common each holding an equal undivided interest in such real property, and (ii) all other assets of the Association shall be conveyed to the Owners as tenants-in-common each holding an equal undivided interest in such property, or donated to a nonprofit organization selected by a majority of the Board and with purposes similar to the Association (provided that such nonprofit organization must assume in writing the obligation to maintain the donated assets in accordance with the terms of this Declaration).

## **ARTICLE 6** **ASSESSMENTS**

**Section 6.1 Power to Establish Assessments.** The Association is empowered to establish and collect Assessments as provided in this Article 6 for the purpose of obtaining funds to maintain the Common Area and/or Common Amenities, perform its other duties, and otherwise preserve



and further the operation of the Property as a first-class, quality residential subdivision. The purposes for which Assessments may be used include, without limitation, maintaining, operating, managing, repairing, replacing or improving the Common Area, Common Amenities or any improvements thereon; re-paving and/or resurfacing the Shared Access Easement Area; mowing grass and maintaining grades and signs; paying legal fees and expenses incurred in enforcing this Declaration; paying expenses incurred in collecting and administering assessments; paying insurance premiums for liability and fidelity coverage for the ACC, the Board and the Association; and satisfying any indemnity obligation under the Association Documents. The Board may reject partial payments and demand payment in full of all amounts due and owing the Association. The Board is specifically authorized to establish a policy governing how payments are to be applied.

### **Section 6.2 Commencement of Assessments.**

(a) **Owner other than the Declarant.** Unless otherwise provided by separate agreement by and between the Declarant and any Person, the Assessments shall commence, as to each Lot located in the Declarant's Property, upon conveyance of the Lot by the Declarant to any Person that is not an affiliate of the Declarant.

(b) **Declarant.** The Declarant shall not be liable for Assessments for any Lots that it owns. The Declarant may, but shall have no obligation to, subsidize the Association from time to time. In the event the Declarant decides to subsidize the Association and any shortfall in the operating budget of the Association is due in part to the failure of the Association to collect delinquent Assessments, then the Association shall immediately and vigorously pursue collection of such delinquent Assessments through foreclosure, if necessary, and shall reimburse the Declarant the amounts, if any, so collected.

### **Section 6.3 Regular Annual Maintenance Assessments.**

(a) **Annual Budget.** For each calendar year or a part thereof during the term of this Declaration, the Board shall establish an estimated budget of the expenses to be incurred by the Association for the forthcoming year in performing its duties (collectively, the "**Common Expenses**"). Based upon such budget, the Association shall then assess each Lot an annual fee (the "**Maintenance Assessment**") which shall be paid by each Owner in advance as follows: annually on the first day of January, unless the Board determines a different schedule. The Association shall notify each Owner of the Maintenance Assessment for the ensuing year by December 31 of the preceding year if the assessment amount to be levied shall be different than the preceding year, but failure to give such notice shall not relieve any Owner from its obligation to pay Maintenance Assessments. Any Maintenance Assessment not paid within thirty (30) days of the date due shall be delinquent and shall thereafter bear interest at the Default Interest Rate. As to any partial year, Maintenance Assessments on any Lot shall be appropriately prorated. Until and unless otherwise determined by the Board, the annual Maintenance Assessment shall be **Two Thousand, Five Hundred and No/Dollars (\$2,500.00)** per Lot, per year. In addition to the operating account from which the Association's Common Expenses shall be paid the Association shall establish separate Reserve Fund(s) to help fund the Association's future repairs and capital improvement needs. Although the reserve fund may be used for various repair or

improvement needs, one primary purpose of the reserve fund shall be for the periodic maintenance and repair needs of the streets and curbs within the Association. The Declarant and / or Board of Directors may, at their sole discretion, determine if operating funds are sufficient to perform regular or periodic maintenance notwithstanding, reserve funds may be used when it is deemed in the best interest of the Association to do so.

(b) **Limits on Maintenance Assessments.** In addition to the right to increase Maintenance Assessments as set forth in Section 6.3(a) above, the Board may increase the Maintenance Assessment annually to meet the anticipated needs of the appropriate budget, but the Maintenance Assessment may not be increased in any year by an amount in excess of twenty-five percent (25%) above the previous year's Maintenance Assessment, unless such increase is approved by a majority vote of those members of the Association present at a meeting, in person or by proxy, where a Special Quorum exists. Notwithstanding the foregoing, in the event that the Board determines that due to unusual circumstances the maximum annual Maintenance Assessment even as increased by twenty-five percent (25.0%) will be insufficient to enable the Association to pay the Common Expenses, then in such event, the Board shall have the right to increase the maximum annual Maintenance Assessment by the amount necessary to provide sufficient funds to cover the Common Expenses without the approval of the Members as provided herein; provided, however, the Board shall only be allowed to make one (1) such increase per calendar year without obtaining approval of a Special Quorum of the Members as provided in this Section 6.3(b).

(c) **Uniform Assessments.** Maintenance Assessments for all Lots shall be uniform.

#### **Section 6.4 Special Assessments.**

(a) **Special Purpose Assessments.** The Association may impose special assessments ("**Special Purpose Assessments**") to make capital improvements to the Common Area and/or Common Amenities, to satisfy its indemnity obligations under the Association Documents, or for other similar purposes. Any Special Purpose Assessment proposed by the Association must be approved by a majority vote of those members of the Association present at a meeting (both classes), in person or by proxy, at which a Special Quorum exists. At least fifteen (15) days prior to any meeting of the Association called to consider any Special Assessment, the Board shall notify each Owner thereof by written notice specifying the total amount of the Special Purpose Assessment required, the amount thereof imposed on each Lot (which shall be uniform), the purpose for such Special Purpose Assessment, and the time and method of payment thereof. The time for paying any Special Purpose Assessment (which may be in installments) shall be as specified in the approved proposal.

(b) **Special Member Assessments.** The Board may levy a "**Special Member Assessment**" (herein so called) on any Member, to the extent any directly related insurance proceeds (if any) paid to the Association are not sufficient to pay all such costs, for the purpose of:

(i) Paying the cost of any damage or loss requiring maintenance, repairs or replacement of Common Amenities, which damage or loss has been determined by the

Board to have been caused, either directly or indirectly, by the act(s) of such Member, or such Member's agent, employee, occupant or visitor;

(ii) Paying the maintenance costs, construction delay damages and fines imposed for violations of this Declaration, the Design Guidelines or any other rules and/or regulations promulgated thereby or other amounts chargeable to any Owner as otherwise set forth herein; and/or

(iii) Paying costs and expenses incurred by the ACC in connection with its review of a Member's plans and related inspections permitted pursuant to Section 3.2(c) hereof.

**Section 6.5 Liability for and Enforcement of Assessments.**

(a) **Personal Liability.** Each Owner shall be personally liable for all Assessments imposed against the Owner's Lot during the time it owns a Lot. The Association is not obligated to deliver a statement, coupon book or other source of notice of payment but, may do so at its own discretion. An Owner is liable for all Assessments regardless of whether or not a statement or notice of payment is provided.

(b) **Reservation, Subordination, and Enforcement of Assessment Lien.** Declarant hereby reserves for the benefit of itself and the Association, a continuing contractual lien (the "**Assessment Lien**") against each Lot located on such Declarant's portion of the Property to secure payment of (1) the Assessments imposed hereunder and (2) payment of any amounts expended by such Declarant or the Association in performing a defaulting Owner's obligations as provided for in Section 4.3. THE OBLIGATION TO PAY ASSESSMENTS IN THE MANNER PROVIDED FOR IN THIS ARTICLE, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT INTEREST RATE, THE CHARGES MADE AS AUTHORIZED IN SECTION 6.5(e) HEREOF, ALL VIOLATION FINES AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, IS SECURED BY A CONTINUING CONTRACTUAL ASSESSMENT LIEN AND CHARGE ON THE LOT COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH LOT AND THE OWNERS THEREOF AND THEIR HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The continuing contractual Assessment Lien shall attach to the Lots as of the date of the recording of this Declaration in the Official Public Records of Dallas County, Texas, and such Assessment Lien shall be superior to all other liens except as otherwise provided in this Section 6.5(b). Each Owner, by accepting conveyance of a Lot, shall be deemed to have agreed to pay the Assessments herein provided for and to the reservation of the Assessment Lien. The Assessment Lien shall be subordinate only to the liens of any valid first lien mortgage or deed of trust encumbering a particular Lot. Sale or transfer of any Lot shall not affect the Assessment Lien. However, the sale or transfer of any Lot pursuant to a first mortgage or deed of trust foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall only extinguish the Assessment Lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability and the Assessment Lien for any Assessments thereafter becoming due. The Assessment Lien may be non-judicially foreclosed by power of sale in accordance with the provisions of Section 51.002 of the Texas Property Code

(or any successor provision) or may be enforced judicially. Each Owner, by accepting conveyance of a Lot, expressly grants the Association a power of sale in connection with the foreclosure of the Assessment Lien. The Board is empowered to appoint a trustee, who may be a member of the Board, to exercise the powers of the Association to non-judicially foreclose the Assessments Lien in the manner provided for in Section 51.002 of the Texas Property Code (or any successor statute). The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The rights and remedies set forth in this Section 6.5(b) are subject to the Texas Residential Property Owners Protection Act, as amended from time to time (Texas Property Code, Section 209.001 *et seq.*).

(c) **Notices of Delinquency or Payment.** The Association, the Association's attorney or the Declarant may file notice (a "**Notice of Unpaid Assessments**") of any delinquency in payment of any Assessment in the Official Public Records of Dallas County, Texas. **THE ASSESSMENT LIEN MAY BE ENFORCED BY FORECLOSURE OF THE ASSESSMENT LIEN UPON THE DEFAULTING OWNER'S LOT BY THE ASSOCIATION SUBSEQUENT TO THE RECORDING OF THE NOTICE OF UNPAID ASSESSMENTS EITHER BY JUDICIAL FORECLOSURE OR BY NONJUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE ON REAL PROPERTY IN ACCORDANCE WITH THE TEXAS PROPERTY CODE, AS SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME.** Upon the timely curing of any default for which a notice was recorded by the Association, the Association, through its attorney, is hereby authorized to file of record a release of such notice upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing a release. Upon request of any Owner, any title company on behalf of such Owner or any Owner's mortgagee, the Board, through its agents, may also issue certificates evidencing the status of payments of Assessments as to any particular Lot (i.e., whether they are current or delinquent and if delinquent, the amount thereof). The Association or its Managing Agent may impose a reasonable fee for furnishing such certificates or statements.

(d) **Suit to Recover.** The Association may file suit to recover any unpaid Assessment and, in addition to collecting such Assessment and interest thereon, may also recover all expenses reasonably expended in enforcing such obligation, including reasonable attorneys' fees and court costs.

(e) **Late Charges and Collection Fees.** If any Assessment or any part thereof remains unpaid after thirty (30) calendar days from and after the due date established by the Board, a late charge and/or collection charge(s) shall be assessed against the non-paying Owner for each month or any part thereof, that any portion of any Assessment remains unpaid. Should any Assessment be payable in installments, the Association is authorized to accelerate the entire Assessment and demand immediate payment thereof. The late charge shall be in the amount of **Twenty-five and No/100 Dollars (\$25.00)** per month and is payable to the Association. The Association's Managing Agent shall be entitled to charge an Owner a monthly collection fee of **Fifteen and No/100 Dollars (\$15.00)** to compensate Managing Agent for its administrative costs and efforts to collect and process the late payment of Assessments. Additional reasonable fees and charges for Demand Letters sent Certified and / or Certified and Return Receipt Requested may be charged by the Managing Agent but, in no event may exceed **Twenty and No/100**

**Dollars (\$20.00)** per Demand Letter Sent. A minimum service charge in the amount of **Twenty-five and No/100 Dollars (\$25.00)** shall be charged for each check that is returned because of insufficient funds or any other reason. The amount of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the administrative costs to collect unpaid Assessments, fees charged by any Managing Agent, or the Association's bank charges. All late charges, collection fees, service charges and attorneys' fees assessed or incurred due to late payment of Assessments shall be charged as an Assessment to an Owner's account which shall be part of the delinquent Assessments and shall be payable and secured in the same manner as herein provided with regard to Assessments. The Association, at the sole discretion of the Board, may waive all or any part of fees owed to the Association. All requests must be submitted in writing.

(f) **Suspension of Right to Use Common Area and/or Common Amenities.** In addition to the other powers herein granted, the Board may suspend the right of an Owner to use any of the Common Area and/or Common Amenities during the time that such Owner is delinquent in paying any Assessment.

(g) **Capital Reserve/Improvement Contribution.** Upon sale of record title to a Lot by any Owner other than the Declarant or a Builder, a contribution of \$1,000.00 shall be made by or on behalf of such Owner to the "**Capital Reserve/Improvement Fund**" (herein so called) of the Association. This amount is not refundable, shall be in addition to, not in lieu of, the Maintenance Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into escrow and disbursed therefrom to the Association or to the Declarant if the Association is not yet established and shall be used for all street maintenance and repairs to include street lights, and capital improvements made by the Association pursuant to the terms of this Declaration and the Association Documents. Such amount shall be reviewed yearly and may be increased; however, the increase is restricted to 25% over the previous year. The Association may but, is not obligated to establish two separate reserve accounts; one for street maintenance funds and the other for capital improvements.

(h) **Transfer Fees and Fees for Issuance of Resale Certificates.** The Board may, at its sole discretion, enter into a contract with a Managing Agent to oversee the daily operation and management of the Association. The Managing Agent may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a "**Resale Certificate**" (herein so called). The Association or its agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent. Transfer fees and fees for the issuance of a Resale Certificate shall in no event exceed the greater of (i) the current annual rate of Maintenance Assessment applicable at the time of the transfer/sale for each Residence being conveyed and are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments, and are in addition to the contribution to the Capital Reserve/Improvement Fund in Section 6.5(g) above. This Section does not obligate the Board or any third party to levy such fees.

**ARTICLE 7**  
**COMMON AREA AND COMMON AMENITIES**

**Section 7.1**

(a) **Right to Use Common Area.** Each Owner, the members of that Owner's immediate family, and the Owner's guests (provided guests are accompanied by an Owner) shall have the right to use the Common Area and/or Common Amenities for its intended purposes as herein provided. The Declarant and the Association shall have the right to enter on and use the Common Area and/or Common Amenities at all times to exercise their rights or (in the case of the Association) perform its duties hereunder.

(b) **Access Easement Rights.** Each Owner, the members of that owner's immediate family, and the Owner's visitors, invitees, licensees, lessees, tenants, subtenants, and/or guests, are hereby granted an easement for vehicular and pedestrian ingress to, egress from, and access between such Owner's Lot and the public rights-of-way adjacent to the Subdivision over the Shared Access Easement Area and/or any Streets located within the Subdivision.

**Section 7.2 Common Amenities.** Common Amenities, if any, to be located in the Common Area shall be determined by the Declarant. The Declarant and the Board may promulgate reasonable rules and regulations for use of these Common Amenities. **Each Owner by acceptance of a Deed to a Lot acknowledges and agrees that notwithstanding anything to the contrary contained herein, the Declarant has no obligation for construction of any community amenity center or facility within the Property, and the Common Amenities may primarily include only berms, entry ways, weir structure and easement(s) as shown on the Plat as well as any related landscaping, drainage and fencing improvements.**

**Section 7.3 Maintenance of Common Area and Common Amenities.** The Association shall be solely responsible for all maintenance, repair, replacement, and improvement of the Common Area and Common Amenities, if any (including, without limitation, all improvements with the Common Area for the common benefit or use of the Owners, including any street lighting, traffic control devices, paving and utilities to the extent not maintained by the City), utilizing the Assessments for such purposes as herein provided. **The Declarant shall have no responsibility for maintenance, repair, replacement, or improvement of the Common Area or any Common Amenities, if any, after initial construction.**

**Section 7.4 Risk of Loss - Use of Common Area and Common Amenities.** **Each Owner shall be individually responsible and assume all risk of loss associated with its use of the Common Area and/or Common Amenities, and use by its family members and guests.** Neither the Association nor the Declarant shall have any liability to any Owner or their family members or guests, or to any other Person, arising out of or in connection with the use, in any manner whatsoever, of the Common Area, Common Amenities or any improvements comprising a part thereof from time to time.

**Section 7.5 Conveyance of Common Area to Association.** The Declarant shall convey to the Association the Common Area (which conveyance shall include the Common Amenities, if any, located thereon) located in Property, free and clear of any liens, claims or encumbrances, not later than sixty (60) days after the Declarant no longer owns a Lot in the Property.

**ARTICLE 8**  
**SPECIFIC DECLARANT RIGHTS**

**Section 8.1 Declarant's Right to Annex Adjacent Property.** Declarant hereby reserves for itself and its affiliates and/or any of their respective successors and assigns the right to annex any real property located adjacent to or in the vicinity of the Property owned or subsequently acquired by Declarant (the "Property Subject to Annexation") into the scheme of this Declaration as provided in this Article 8 at any time during the Development Period. Notwithstanding anything herein or otherwise to the contrary, Declarant and/or such affiliates, successors and/or assigns shall have the exclusive unilateral right, privilege and option (but never an obligation), from time to time during the Development Period to annex (a) all or any portion of the Property Subject to Annexation owned by Declarant, and (b) subject to the provisions of this Declaration and the jurisdiction of the Association, any additional property located adjacent to or in the immediate vicinity of the Subdivision (collectively, the "Annexed Land"), by filing in the Official Public Records of Dallas County, Texas, a Supplemental Declaration expressly annexing any such Annexed Land. Such Supplemental Declaration shall not require the vote of the Owners, the Members of the Association, or approval by the Board or other action of the Association or any other Person. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Official Public Records of Dallas County, Texas. Declarant shall also have the unilateral right to transfer to any other Person Declarant's right, privilege and option to annex Annexed Land, provided that such transferee or assignee shall be the developer of at least a portion of the Annexed Land and shall be expressly designated by Declarant in writing to be the successor or assignee to all or any part of Declarant's rights hereunder.

**Section 8.2 Procedure for Annexation.** Any such annexation shall be accomplished by the execution and filing for record by Declarant (or the other owner of the property being added or annexed, to the extent such other owner has received a written assignment from Declarant of the right to annex hereunder) of a Supplemental Declaration which must set out and provide for the following:

- (i) A legally sufficient description of the Annexed Land being added or annexed;
- (ii) That the Annexed Land is being annexed in accordance with and subject to the provisions of this Declaration, and that the Annexed Land being annexed shall be developed, held, used, sold and conveyed in accordance with, and subject to, the provisions of this Declaration as theretofore and thereafter amended; provided, however, that if any Lots or portions thereof being so annexed are to be treated differently than any of the other Lots (whether such difference is applicable to other Lots included therein or to the Lots now subject to this Declaration), the Supplemental Declaration should specify the details of such differential treatment and a general statement of the rationale and reasons for the difference in treatment, and if applicable, any other special or unique covenants, conditions,

restrictions, easements or other requirements as may be applicable to all or any of the Lots or other portions of Annexed Land being annexed;

- (iii) That all of the provisions of this Declaration, as amended, shall apply to the Annexed Land being added or annexed with the same force and effect as if said Annexed Land were originally included in this Declaration as part of the Initial Property, with the total number of Lots increased accordingly;
- (iv) That an Assessment Lien is therein created and reserved in favor of the Association to secure collection of the Assessments as provided in this Declaration, and as provided for, authorized or contemplated in the Supplemental Declaration, and setting forth the first year Maintenance Assessments and the amount of any other then applicable Assessments (if any) for the Lots within the Annexed Land being made subject to this Declaration; and
- (v) Such other provisions as the Declarant therein shall deem appropriate.

**Section 8.3 Amendment.** The provisions of this Article 8 may not be amended without the express written consent of Declarant (and Declarant's successors and assigns in accordance with the terms hereof).

**Section 8.4 No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property to this Declaration and no owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

**Section 8.5 Effect of Annexation on Class B Membership.** In determining the number of Lots owned by the Declarant for the purpose of Class B membership status according to Section 5.2 hereof, the total number of Lots covered by this Declaration and located in such Declarant's portion of the Property, including all Lots acquired by the Declarant and annexed thereto, shall be considered. If Class B membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by the Declarant to the number required by Class B membership, such Class B membership shall be reinstated until it expires pursuant to the terms of Section 5.2.

**Section 8.6 Specific Declarant Rights to Amend Declaration.** During the Development Period, the Declarant, without joinder of the Board, the Association, or the other Owners, may unilaterally amend this Declaration without the joinder or vote of any other party if such amendment is deemed necessary or desirable, in the Declarant's sole judgment for any purpose, including, without limitation, (i) to bring any provisions of this Declaration into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to purchase, insure, or guarantee mortgage loans on the Lots; (iv) to satisfy the requirements of any local, state or federal governmental agency; or (v) to correct or clarify errors, omissions, mistakes or ambiguities contained herein. No amendment pursuant to



this paragraph, however, shall adversely affect the title to any Lot unless the Owner affected thereby shall consent in writing.

**Section 8.7 Easement/Access Right.** The Declarant reserves a general easement over all Streets, roads, rights of way, utility, maintenance, landscaping, wall and other easements in the Property and over the balance of the Common Area as reasonably necessary for access for the purpose of finishing development of the Property as a subdivision and as otherwise reasonably necessary to affect each Declarant's rights hereunder. Such easements and rights shall expire upon expiration of the Development Period.

**Section 8.8 Assignment of Declarant Rights.** The Declarant may assign its rights to a successor Declarant hereunder by execution of a written document, recorded in the Official Public Records of Dallas County, Texas, expressly and specifically stating that such Declarant has assigned its rights as such to a designated assignee and declaring such assignee to be a new "Declarant" hereunder. No Person purchasing or otherwise acquiring one (1) or more Lots shall be considered "Declarant" hereunder, unless Declarant makes an express and specific assignment referenced in and accordance with the terms of the immediately preceding sentence.

**Section 8.9 Declarant's Right to Install Improvements in Setback and Other Areas.** The Declarant, in connection with development of the Property and construction of Residences thereon, reserves the right, but shall have no obligation, to install or construct walls, fences, irrigation systems and other improvements in the setback areas (being the area on, along and/or between the boundary line of a Lot and the building or setback lines applicable to such Lot). If the Declarant exercises such right in a setback area, then such wall, fence, irrigation system, or other improvement shall be the property of the Owner(s) of the Lot(s) adjacent to such improvements or upon which such improvements are located, and such Owner(s) shall maintain and repair any such improvement unless the Declarant or the Association, by and through the Board, shall advise the Owner(s) in writing of its intent to assume such maintenance and repair obligations. If the Declarant exercises such above-described right in the non-setback areas, then such wall, fence, irrigation system, or other improvement shall be the property of the Association. During the Development Period, the Declarant shall have the right, but not the obligation, to maintain and repair any such non-setback area improvements located on such Declarant's portion of the Property; otherwise, the Association shall assume the maintenance and repair or it may abandon such improvements at its discretion. If the City requires the maintenance, repair, or removal of any such non-setback area improvements, the Association shall assume such responsibility at its expense. If the Association so abandons such non-setback area improvements or is properly dissolved, then the Owner(s) of the Lot(s) adjacent to such improvements or on which such improvements are located shall assume maintenance and repair at its expense.

**Section 8.10 Replating or Modification of Plat.** From time to time, the Declarant reserves the right to replat its Property or to amend or modify the Plat in order to assure harmonious and orderly development of the Property as herein provided. The Declarant may exercise such rights at any time during the Development Period and no joinder of any other Owner shall be required to give effect to such rights, each Owner consenting to the Declarant's execution of any replat on such Owner's behalf. However, any such replating or amendment of the Plat shall be with the purpose of efficiently and economically developing the Property for the purposes herein

provided or for compliance with any applicable governmental regulation. The Declarant's rights under this Section 8.10 shall expire upon expiration of the Development Period.

**Section 8.11 Limitation of Declarants' Liability.** The Declarant shall not be responsible or liable for any deficit in the Association's funds. The Declarant may, but is under no obligation to, subsidize any liabilities incurred by the Association, and the Declarant may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time.

**Section 8.12 Termination of the Declarant's Responsibilities.** In consideration of the Declarant's deficit funding of the Association, if any, upon the occurrence of any of the following events: (i) conversion of the Declarant's Class B membership status to Class A membership status; (ii) completion of any facilities in the Common Area by the Declarant; (iii) assignment of the Declarant's rights hereunder pursuant to Section 8.8; or (iv) expiration of the Development Period, then and in such event the Declarant shall be fully released, relieved and forever discharged from any further duty or obligation to the Association or any of its members as the Declarant by reason of the terms and conditions of this Declaration including any amendments thereof or supplements thereto, save and except the duties and obligations, if any, of the Declarant as a Class A member by reason of the Declarant's continued ownership of one or more Lots, but not otherwise. Further, and without regard to whether or not the Declarant has been released from obligations and duties to the Association, during the Development Period or so long as the Declarant holds record title to at least one (1) Lot and holds same for sale in the ordinary course of business, neither the Association nor its Board, nor any member of the Association shall take any action that will impair or adversely affect the rights of the Declarant or cause the Declarant to suffer any financial, legal or other detriment, including but not limited to, any direct or indirect interference with the sale of Lots. In the event there is a breach of this Section, it is acknowledged that any monetary award which may be available would be an insufficient remedy and therefore, in addition to all other remedies, the Declarant shall be entitled to injunctive relief restraining the Association, its Board or any member of the Association from further breach of this Section.

## **ARTICLE 9** **MISCELLANEOUS PROVISIONS**

**Section 9.1 Term and Renewal.** These Covenants shall commence on the date hereof and shall continue in effect for a period of thirty (30) years. Thereafter these Covenants shall automatically renew for subsequent periods of (10) years each unless Owners owning at least seventy percent (70%) of the Lots elect to terminate these Covenants by written instrument recorded in the Records of Dallas County, Texas.

**Section 9.2 Enforcement.** The terms, provisions and conditions of this Declaration and the Design Guidelines shall be enforceable by the Declarant, the ACC, the Association, and each Owner. Enforcement of the Covenants and Restrictions shall include, but is not limited to, self-help remedies, imposition of fines, foreclosure of a lien, or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against any Lot on which a violation exists to enforce any lien created by the Declaration or any other Declaration of Covenants,

Conditions and Restrictions for the Property. The Board shall have the power and authority to impose reasonable fines, which shall not exceed \$500.00 for each separate violation occurrence, for the violation or breach of this Declaration, the Design Guidelines or any rule or regulation of the Association, which shall constitute a lien upon the Lot of the violating Owner as provided in the Declaration, and to suspend the Owner's right to vote or any Person's right to use of the Common Area and/or Common Amenities. Each day the violation continues to exist shall constitute a separate violation. A minimum of two (2) notices, providing a minimum of ten (10) days each shall be mailed to the Owner providing an explanation of the violation and an opportunity to correct. In addition to the foregoing right, should the Owner fail to correct the violation after two (2) notices have been sent, Declarant, the Board, and/or the Association, through their duly designated representatives, shall have the right, but not the obligation, whenever there shall exist a violation not cured or have been built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation exists and summarily abate, remove or make the necessary repairs or replacement of the same at the expense of the Owner, and such entry and abatement shall not be considered a trespass. Should a violation be repeated by an Owner within a six (6) month period of the prior violation and the two notices were previously sent, the Association may, but is not obligated to, proceed directly to the fine process without requiring the minimum two (2) notices as stated above notwithstanding, one (1) notice of not less than ten (10) days shall be sent to the Owner advising that a fine for non-compliance will be assessed should the Owner not correct the violation within the ten (10) days from the date of the Fine notice. Fines may be assessed by the Board based on the type and nature of the Violation however, as a standard, a fine sequence of \$50.00 for first fine, \$75.00 for second fine, \$100.00 for third fine, and \$25.00 per week for every week the fine continues after third fine shall be used unless the Board determines otherwise. If any occupant, guest, or invitee of a Lot violates the Declaration, the Design Guidelines or a rule or regulation of the Association and a fine is imposed, the fine shall be assessed against such Owner, who shall pay the fine upon notice from the Association. Such fine shall be assessed to the Owner's account and shall be collected in accordance with the collection processes as set forth in this Declaration. No delay or failure on the part of Declarant, the Association or any Owner to invoke any available right, power or remedy with respect to a breach of this Declaration shall be held to be a waiver by that party (or estop that party from asserting) any right, power or remedy available to such party upon the recurrence or continuance of said breach or the occurrence of a different breach. Declarant, the Association and the Owners, shall not be under any obligation to take any action to enforce the terms of this Declaration. The failure by Declarant, the Association or any Owner to enforce any provision of this Declaration shall in no event subject Declarant, the Association or any Owner to any claims, liability, cost or expense; it being the express intent of this Declaration to provide Declarant, the Association or any Owner with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Lot(s) in the Subdivision.

**9.2 Notice and Hearing.** (a) Prior to the imposition of any fine for a violation of this Declaration or the levying of any Special Member Assessment on an Owner, the Association will give notice to the Owner in compliance with Section 209.006 of the Texas Property Code (the "**Property Code**"), as the same may be hereafter amended. Such notice shall be as follows:

- (i) Notice will be delivered by certified and regular U.S. mail.

(ii) The notice must describe the violation or property damage that is the basis for the fine for such violation, and state any amount due the Association from the Owner.

(iii) The notice must inform the Owner that the Owner is entitled to a reasonable time to cure the violation and avoid the Violation Fine and that the Owner may request a hearing under this Section 9.11 and Section 209.007 of the Property Code on or before the 30th day after the Owner receives the notice.

(b) In compliance with Section 209.007 of the Property Code, if the Owner submits a written request for a hearing, the Association shall hold a hearing not later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request, and shall notify the Owner of the date, time and place of the hearing not later than the tenth (10<sup>th</sup>) 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. If the hearing is to be held before a committee appointed by the Board, the notice described in Section 9.11(a) hereof shall state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

**Section 9.3 General Easement for Encroachments, Access, Maintenance and Utilities.** Each Owner grants to the Association, the Board, the Declarant and the other Owners a general easement as reasonably necessary for the maintenance of any minor encroachments of Common Area and/or Common Amenities over adjoining Lots and for access to and from each Owner's Lot through driveways, rights of way and easements as reflected on the Plat for the purpose of giving effect to the provisions of these Covenants.

**Section 9.4 Amendment of Declaration.** These Covenants may be amended by the Declarant as provided in Section 8.6. In addition, the Declaration may be amended at any time and in any respect with the affirmative vote or written consent, or any combination thereof, of Members (both classes taken together) representing sixty-seven percent (67%) of the total Class A Member votes and Class B Member votes in the Association; provided, however, that no such amendment shall be effective unless joined in by the Declarant until such time as Declarant no longer owns any portion of the Property or Property Subject to Annexation.

**Section 9.5 City Provisions.** All construction within the Property shall also comply with all applicable City of Dallas zoning, ordinances and regulations. If any ordinance or regulation imposed by the City imposes more demanding, extensive or restrictive requirements than those set forth in this Declaration, such requirements shall govern. No ordinance or regulations adopted by the City shall lessen the requirements set forth in these Covenants.

**Section 9.6 Management of the Association.** In the event that the Board elects to contract with a Managing Agent to perform any duties of the Board in accordance with Section 5.2 hereof, the Board shall record or cause to be recorded in each county in which the Subdivision is located a management certificate, signed and acknowledged by an officer or the Managing Agent of the Association in accordance with the requirements of Section 209.004 of the Texas Property Code. An amended management certificate shall be recorded no later than the 30<sup>th</sup> day after the date on which the Association has notice of a change in any information pertaining to the Managing Agent applicable to the Association. Notwithstanding the foregoing or anything to the

contrary contained herein, in no event shall the Declarant, the Association and/or their respective officers, directors, employees, and/or agents, or the Board be subject to liability to any Person for a delay in recording or failure to record a management certificate except as otherwise provided by law.

**Section 9.7 Notices.** Any notice required to be given to any Owner under the terms of this Declaration shall be deemed to have been properly delivered when deposited with the United States Postal Service, postage prepaid, properly addressed to the addressee. Each Owner's address for purposes of notice hereunder shall be deemed to be the Residence located on its Lot. **Owners are responsible for notifying the Association or its Managing Agent of a change of address.**

**Section 9.8 Liability Limitations; Indemnification.** No Declarant, Member, director, officer or representative of the Association or the Board or the ACC shall be personally liable for the debts, obligations or liabilities of the Association. The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or as otherwise expressly provided in the Association Documents. Declarant and directors, officers and ACC members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and **THE ASSOCIATION, AS A COMMON EXPENSE OF THE ASSOCIATION, SHALL INDEMNIFY AND HOLD HARMLESS DECLARANT, DIRECTORS, OFFICERS AND MEMBERS OF THE ACC FROM ANY AND ALL EXPENSES, LOSS OR LIABILITY TO OTHERS ON ACCOUNT OF ANY SUCH CONTRACT OR COMMITMENT (TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS). IN ADDITION, EACH DIRECTOR AND EACH OFFICER OF THE ASSOCIATION AND EACH MEMBER OF THE ACC SHALL BE INDEMNIFIED AND HELD HARMLESS BY THE ASSOCIATION, AS A COMMON EXPENSE OF THE ASSOCIATION, FROM ANY EXPENSE, LOSS OR LIABILITY TO OTHERS (TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS) BY REASONS OF HAVING SERVED AS SUCH DIRECTOR, OFFICER OR ACC MEMBER AND AGAINST ALL EXPENSES, LOSSES AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED BY OR IMPOSED UPON SUCH DIRECTOR, OFFICER OR ACC MEMBER IN CONNECTION WITH ANY PROCEEDING TO WHICH SUCH PERSON MAY BE A PARTY OR HAVE BECOME INVOLVED BY REASON OF BEING SUCH DIRECTOR, OFFICER OR ACC MEMBER AT THE TIME ANY SUCH EXPENSES, LOSSES OR LIABILITIES ARE INCURRED SUBJECT TO ANY PROVISIONS REGARDING INDEMNITY CONTAINED IN THE ASSOCIATION DOCUMENTS, EXCEPT IN CASES WHEREIN THE EXPENSES, LOSSES AND LIABILITIES ARISE FROM A PROCEEDING IN WHICH SUCH DIRECTOR, OFFICER OR ACC MEMBER IS ADJUDICATED GUILTY OF WILLFUL MISFEASANCE OR MALFEASANCE, MISCONDUCT OR BAD FAITH IN THE PERFORMANCE OF SUCH PERSON'S DUTIES OR INTENTIONAL WRONGFUL ACTS OR ANY ACT EXPRESSLY SPECIFIED IN THE ASSOCIATION DOCUMENTS AS AN ACT FOR WHICH ANY LIMITATION OF LIABILITY SET FORTH IN THE ASSOCIATION DOCUMENTS IS NOT APPLICABLE; PROVIDED, HOWEVER, THIS INDEMNITY DOES COVER**

**LIABILITIES RESULTING FROM SUCH DIRECTOR'S, OFFICER'S OR ACC MEMBER'S NEGLIGENCE.** Any right to indemnification provided herein shall not be exclusive of any other rights to which a director, officer or ACC member, or former director, officer or ACC member, may be entitled. The Association shall have the right to purchase and maintain, as a Common Expense, directors', officers', and ACC members', insurance on behalf of any Person who is or was a director or officer of the Association or the ACC member against any liability asserted against any such Person and incurred by any such Person in such capacity, or arising out of such Person's status as such.

**Section 9.9 Severability.** If any of the terms hereof shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of these Covenants, which shall be in full force and effect.

**Section 9.10 Acceptance by Owners of Rights and Obligations.** By the recording of a deed or other conveyance transferring all or part of an interest in a Lot subject to this Declaration, the person or entity to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all the provisions of the Declaration, the Design Guidelines, the Association Documents, including any rules or regulations adopted or promulgated by the Association, whether or not mention thereof is made in said deed.

**Section 9.11 Arbitration of Disputes Involving the Declarant.**

(a) **Arbitration.** ANY AND ALL DISPUTES ARISING HEREUNDER BETWEEN AN OWNER AND DECLARANT SHALL BE SUBMITTED TO BINDING ARBITRATION AND NOT TO A COURT FOR DETERMINATION. ARBITRATION SHALL COMMENCE AFTER WRITTEN NOTICE IS GIVEN FROM EITHER PARTY TO THE OTHER, SUCH ARBITRATION SHALL BE ACCOMPLISHED EXPEDITIOUSLY IN DALLAS COUNTY AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE ARBITRATION SHALL BE CONDUCTED BY THREE (3) ARBITRATORS, ONE OF WHOM SHALL BE APPOINTED BY THE OWNER AND ONE OF WHOM SHALL BE APPOINTED BY THE DECLARANT. THE THIRD ARBITRATOR SHALL BE APPOINTED BY THE FIRST TWO ARBITRATORS. THE ARBITRATORS SHALL BE SELECTED FROM A LIST OF ARBITRATORS SUBMITTED BY THE AAA. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION SHALL NOT COMMENCE UNTIL THE PARTY REQUESTING IT HAS DEPOSITED ONE THOUSAND FIVE HUNDRED AND NO/100 U. S. DOLLARS (\$1,500.00) WITH THE ARBITRATORS AS A RETAINER FOR THE ARBITRATORS' FEES AND COSTS. THE PARTY REQUESTING ARBITRATION SHALL ADVANCE SUCH SUMS AS ARE REQUIRED FROM TIME TO TIME BY THE ARBITRATORS TO PAY THE ARBITRATORS' FEES AND COSTS, UNTIL THE PREVAILING PARTY IS DETERMINED OR THE PARTIES HAVE AGREED IN WRITING TO AN ALTERNATE ALLOCATION OF FEES AND COSTS. EACH PARTY SHALL PAY ITS OWN LEGAL FEES AND COSTS AND ANY OTHER FEES INCURRED IN CONNECTION WITH AN ARBITRATION PROCEEDING WHICH ARISES OUT OF OR RELATES IN ANY WAY TO THIS DECLARATION PROVIDED, HOWEVER, THAT THE

ARBITRATION PANEL SHALL AWARD THE ARBITRATORS' FEES AND COSTS TO THE PREVAILING PARTY IN ITS ARBITRATION JUDGMENT.

(b) Notwithstanding the Declarant's and Owner's intent to submit any controversy or claim arising out of or relating to this Declaration to arbitration, in the event that a court of competent jurisdiction shall determine or a relevant law shall provide that a particular dispute is not subject to the arbitration provisions in this Section 9.12, then the parties agree to the following provisions: EACH OWNER ACKNOWLEDGES THAT THIS DECLARATION IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DECLARATION ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. EACH OWNER AGREES THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSSCLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS DECLARATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

**9.12 Liens/Validity and Severability; Mortgagees.** Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one (1) or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which such other provisions and covenants shall remain in full force and effect. No default by an Owner of a Lot under any provision of this Declaration shall affect any existing lien or mortgage on that Lot. A Mortgagee shall not be liable for Assessments made with respect to a Lot during any period in which its only interest in the Lot is that of a Mortgagee.

EXECUTED as of 01 29, 2016.

DECLARANT:

CADG Forest Lane 18, LLC,  
a Texas limited liability company

By: 2M Strategic Investments, LLC,  
a Texas limited liability company  
its Sole Managing Member

By: MMM Ventures, LLC,  
a Texas limited liability company  
its Manager

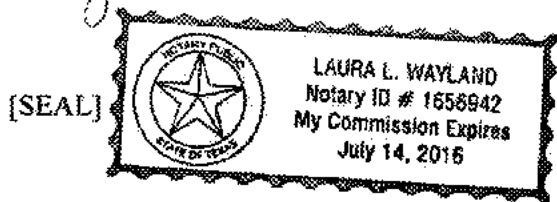
By: 2M Ventures, LLC,  
a Delaware limited liability  
company, its Manager

By: [Signature]  
Name: Mehrdad Moayed  
Its: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, Manger of 2M Ventures, LLC, a Delaware limited liability company, the Manager of MMM Ventures, LLC, a Texas limited liability company, the Manger of 2M Strategic Investments, LLC, a Texas limited liability company, the Sole Managing Member of CADG Forest Lane 18, a Texas limited liability company, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability companies and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 29 day of Jan, 2016.



[Signature]  
Notary Public, State of Texas



**EXHIBIT A  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR 6600 FOREST ESTATES HOMEOWNERS ASSOCIATION, INC.  
AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**LEGAL DESCRIPTION AND/OR DEPICTION OF THE PROPERTY**

WHEREAS, CADG Forest Lane 18, LLC, is the sole owner of a tract of land located in the T. DYKES SURVEY, Abstract 405, and being all of Lots 1 and 2, Block 42A/7460, and Lots 5, 6, 7, and 8, Block 42A/7460 of AUDUBON ESTATES ADDITION, SECOND SECTION, an addition to the City of Dallas, Dallas County, Texas, recorded in Volume 791, Page 70, of the Map Records of Dallas County, Texas, and all of Lot 3, Block 42A/7460 of UNITY CHURCH ADDITION NO. 1, an addition to the City of Dallas, Texas, recorded in Volume 77109, Page 51, of the Map Records of Dallas County, Texas, and said Lot 1, 2, 3, 5, 6, 7, and 8, being described in Tracts 1, 2, and 3 of a Warranty Deed with Vendor's Lien to CADG Forest Lane 18, LLC, recorded in Instrument No. 201400147113, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a 3 1/4-inch aluminum disk stamped "CRESTWAY FOREST ESTATES PHASE 2 RPLS 5310" set at the present intersection of the north R.O.W. line of Forest Lane (a variable width R.O.W.) with the west R.O.W. line of Creekway Drive (a 50' R.O.W.);

THENCE S 86°46'00" W, 14.18' along the North line of said Forest Lane, to a 1/2" iron rod with a 3 1/4-inch aluminum disk stamped "CRESTWAY FOREST ESTATES PHASE 2 RPLS 5310" set for corner the beginning of a curve to the left having a central angle of 07°37'02" and a radius of 3085.42', a chord bearing and distance of South 82°57'29" West, 409.89';

THENCE around said curve and along the North line of Forest Lane, a distance of 410.19' to a 1/2" iron rod with a 3 1/4-inch aluminum disk stamped "CRESTWAY FOREST ESTATES PHASE 2 RPLS 5310" set for corner in the east line of Block 43A/7460 of Fine Estates No. 2, an addition to the City of Dallas, Texas, recorded in Volume 72012, Page 946, of the Map Records of Dallas County, Texas;

THENCE N 00°01'52" W, 477.15' along the east line of said Block 43A/7460 to a 1/2" iron rod with a 3 1/4-inch aluminum disk stamped "CRESTWAY FOREST ESTATES PHASE 2 RPLS 5310" set for corner, in the south line of a 15' wide alley, at the Northeast corner of said FINE ESTATES NO. 2 ADDITION;

THENCE N 89°58'08" E, 450.98' along the south line of said alley to a 1/2" iron rod found for corner at the northwest corner of Lot 4, Block 41A/7460 of FOREST OAKS ADDITION, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 80074, Page 7, Deed Records, Dallas County, Texas, said point being the Northeast corner of Lot 5, of said AUDUBON ESTATES ADDITION;

THENCE S 00°01'52" E, 141.95' along the west line of said Lot 4, to a 1/2" iron rod with a 3 1/4-inch aluminum disk stamped "CRESTWAY FOREST ESTATES PHASE 2 RPLS 5310" set for corner, at the Southwest corner of said Lot 4, same being the Southeast corner of said Lot 5;

**THENCE S 89°58'08" W, 30.02' along the South line of said Lot 5, to a 1/2" iron rod with a 3 1/4-inch aluminum disk stamped "CRESTWAY FOREST ESTATES PHASE 2 RPLS 5310" set for corner;**

**THENCE S 00°01'52" E, 284.38' along the westerly R.O.W. line of said Creekway Drive, to the Point of Beginning, and containing 192,381 square feet or 4.416 acres of land.**

**EXHIBIT B  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR 6600 FOREST ESTATES HOMEOWNERS ASSOCIATION, INC,  
AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**DESIGN GUIDELINES**

**PART ONE: LANDSCAPING, FENCES AND EXTERIOR ELEMENTS**

**SECTION 1.1 LANDSCAPING:**

Upon completion of each Residence, the following landscape elements shall be installed prior to occupancy of the Residence:

- 1.1.1 Sod: Each dwelling shall have full sod installed for the entire front yard and a minimum of ten (10) feet back from the front wall face for each side yard, or to the side yard fence, whichever is greater. Underground irrigation systems are required for all sod areas.
- 1.1.2 Trees: Two (2) trees with a minimum caliper of four (4") caliper, measured at breast height from grade is required for the front yard of each Lot. Should a Street Tree Guideline for the City exist, each Builder and Owner shall be required to comply with applicable Street Tree Guidelines per the City ordinance. Drip irrigation must be provided. Each Owner shall be responsible for maintenance and preservation of trees located on their property and shall promptly replace dead trees within thirty (30) days if favorable weather prevails or ninety (90) days of loss occurrence if unfavorable weather exists.
- 1.1.3 Shrubbery and Planting Beds: Each Dwelling shall have a minimum of ten (10) five (5) gallon shrubs planted in a mulched planting bed; the planting bed shall have edging materials to separate the sod and bed mulch areas and suitable drip irrigation. The Owner shall be responsible for the maintenance a preservation of the shrubs and planting bed, and shall promptly replace dead plants within thirty (30) days if favorable weather prevails or ninety (90) days of loss occurrence if unfavorable weather exists.

**SECTION 1.2 FENCES: Minimum height for all fences shall be six feet (6') and maximum height of all fences shall be eight feet (8').**

- 1.2.1 Major Thoroughfares and Corner Lots: All fencing on corner lots and backing up to streets and major thoroughfares will be considered major thoroughfare fencing. Fencing, which shall be of pre stained cedar, board on board with a top cap and running board, and with metal posts installed on the inside so as not to be visible from any street and wall construction shall comply with the details indicated in

Exhibit Attachment 1.2.1.1 and all such fencing facing major thoroughfare shall be stained and preserved as follows. Other colors must be approved in advance in writing by the ACC:

Manufacturer: Sherwin Williams  
Color: Banyan Brown – Apply per product installation

Manufacturer: Standard Paint  
Color: Sable Brown – Apply per product installation

1.2.2 Standard Side and Rear Yard Fences – Interior Lots: For all interior lots, fence and wall construction shall have metal posts and comply with the materials and details indicated in Exhibit Attachment 1.2.2.1. All portions of the fence that are visible from any street shall have metal posts on the inside and shall be stained with the colors specified above at Section 1.2.1.

1.2.34 Screening Wall: All lots located with a rear lot line adjacent to the 15' alley adjacent to the Subdivision and shown on the Plat shall have an eight foot (8') high masonry screening wall along such rear lot line (being the same as the northern boundary line of the Subdivision property). All lots located with a rear lot line along the western boundary line of the Subdivision property shall have a masonry screening wall along such rear lot line.

### **SECTION 1.3 MAIL BOXES:**

1.3.1 Standard Mail Boxes: Mail Box construction shall be brick, stone or stucco and must match the material and color used on the primary residence and comply with the materials and details indicated in Exhibit C.

1.3.2 Mail Box Location: Mail Box shall be located on the front corner of the lot between the sidewalk and the street approximately one (1) foot inside the property line and situated in such a manner that it is side by side with the mail box to be constructed on the neighboring lot.

### **SECTION 1.4 FLAGS AND FLAGPOLES**

1.4.1 The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.

1.4.2 The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.

- 1.4.3 The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 1.4.4 NO freestanding flagpole shall be allowed. Flagpole must be attached to a Residence and shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the Residence, and must have a silver finish with a gold or silver ball at the top. The flagpole must not exceed three (3) inches in diameter. Flags and flagpoles must be kept in good repair at all times.
- 1.4.5 A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
- 1.4.6 Only one flagpole will be allowed per Residence/ Lot. A flagpole attached to the Residence may not exceed 4 feet in length.
- 1.4.7 Any flag flown or displayed on a flagpole attached to the Residence may be no larger than 3'x5'.
- 1.4.8 All flagpoles must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flagpole removed until Owner resolves the noise complaint.
- 1.4.9 The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another Residence. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
- 1.4.10 Flagpoles shall not be installed in Common Area or property maintained by the Association.
- 1.4.11 All flagpole installations must receive prior written approval from the ACC.

## **SECTION 1.5 GUTTERING, RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS**

- 1.5.1 All Residences shall be fully guttered. This requirement applies regardless of whether rain barrels or rain water harvesting systems are installed on the Lot.

- 1.5.2 Rain barrels or rain water harvesting systems and related system components (collectively, "**Rain Barrels**") may only be installed after receiving the written approval of the ACC.
- 1.5.3 Rain barrels may not be installed upon or within the Common Areas.
- 1.5.4 Under no circumstances shall rain barrels be installed or located in or on any area within a Lot that is in-between the front of the Owner's Residence and an adjoining or adjacent street.
- 1.5.5 The rain barrel must be of color that is consistent with the color scheme of the Owner's Residence and may not contain or display any language or other content that is not typically displayed on such rain barrels as manufactured.
- 1.5.6 Rain barrels may be located in the side-yard or back-yard of Lot so long as such rain barrel(s) may not be seen from a street, another Lot or any Common Area of the Subdivision.
- 1.5.7 In the event the installation of Rain Barrels in the side-yard or back-yard of an owner's property in compliance with paragraph e above is impossible, the Reviewing Body may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible. The owner must have sufficient area on their Lot to accommodate the Rain Barrels.
- 1.5.8 Rain Barrels must be properly maintained at all times or removed by the owner.
- 1.5.9 Rain Barrels must be enclosed or covered.
- 1.5.10 Rain Barrels which are not properly maintained, become unsightly or could serve as a breeding pool for mosquitoes must be removed by the owner from the Lot.

## **SECTION 1.6 CERTAIN RELIGIOUS DISPLAYS**

- 1.6.1 By statute, an Owner is allowed to display or affix on the entry to the Owner's Residence one or more religious items, the display of which is motivated by the Owner's or occupant's sincere religious belief. Such display is limited according to the provisions contained herein.
- 1.6.2 If displaying or affixing of a religious item on the entry to the Owner's or occupant's Residence violates any of the following covenants, the Association may remove the item displayed:
  - (1) threatens the public health or safety;
  - (2) violates a law;

- (3) contains language, graphics, or any display that is patently offensive to a passerby;
- (4) is permanently installed in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Owner's or occupant's Residence; or
- (5) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches

1.6.3 No owner or resident is authorized to use a material or color for an entry door or door frame of the Owner's or occupant's Residence or make an alteration to the entry door or door frame that is not authorized by the Declaration or otherwise expressly approved by the ACC.

## **PART TWO: DWELLING UNITS**

### **SECTION 2.1 ROOFS**

- 2.1.1 **Roof Pitch:** All Roof Pitches shall have a minimum of 10-in-12 slopes or as approved in writing by the ACC.
- 2.1.2 **Roofing Materials:** Roofing materials shall be Architectural grade composition shingles, Cement Fiber shingles, slate, metal, clay tile or concrete tile. Color schemes for roofs should be a weathered brown or gray color. **Other roofing materials shall not be used without prior written approval from the ACC.**
- 2.1.3 **Dormers & Above Roof Chimneys:** Dormers and chimney chases, above roof structure and roofing materials, may be finished in brick, stucco, stone or as approved by the ACC. All fireplace flues shall be enclosed and finished; exposed pre-fabricated metal flue piping is prohibited.

### **SECTION 2.2 CERTAIN ROOFING MATERIALS**

- 2.2.1 Roofing shingles covered by this Section are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than or equal to those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "**Roofing Shingles**").
- 2.2.2 Roofing Shingles allowed under these Guidelines shall:
  - (1) resemble the shingles used or otherwise authorized for use in Subdivision;
  - (2) be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in Subdivision; and
  - (3) match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.



- 2.2.3 The Owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying and demonstrating to the ACC that the proposed installation is in full compliance with paragraphs a and b above.
- 2.2.4 Roofing Shingles shall be installed after receiving the written approval of the ACC.
- 2.2.5 Owners are hereby placed on notice that the installation of Roofing Shingles may void or adversely affect other warranties.

**SECTION 2.3 SOLAR PANELS – Prior written approval of the ACC is required.**

- 2.3.1 Solar energy devices, including any related equipment or system components (collectively, “**Solar Panels**”) may only be installed after receiving the written approval of the ACC.
- 2.3.2 Solar Panels may not be installed upon or within Common Areas or any area which is maintained by the Association.
- 2.3.3 Solar Panels may only be installed on designated locations on the roof of a Residence, on any structure allowed under any Subdivision or Association dedicatory instrument, or within any fenced rear-yard or fenced-in patio of an Owner’s Lot, but only as allowed by the ACC. **Solar Panels may not be installed on the front elevation of the Residence.**
- 2.3.4 If located on the roof of a Residence, Solar Panels shall:
  - (1) not extend higher than or beyond the roofline;
  - (2) conform to the slope of the roof;
  - (3) have a top edge that is parallel to the roofline; and
  - (4) have a frame, support bracket, or wiring that is black or painted to match the color of the roof tiles or shingles of the roof. Piping must be painted to match the surface to which it is attached, i.e. the soffit and wall. Panels must blend with the color of the roof to the greatest extent possible.
- 2.3.5 If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line or visible from any adjacent Lot, Common Area or street.
- 2.3.6 The ACC may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the Owner, will create an interference with the use and enjoyment of any adjacent Lot or Common Area.
- 2.3.7 Owners are hereby placed on notice that the installation of Solar Panels may void or adversely affect roof warranties. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the Owner.

- 2.3.8 Solar Panels must be properly maintained at all times or removed by the Owner.
- 2.3.9 Solar Panels which become non-functioning or inoperable must be removed by the Owner.

## **SECTION 2.4 EXTERIOR WALLS**

- 2.4.1 Exterior Wall Materials: Exterior walls shall be 100% masonry. The exterior walls (excluding doors and windows), of each Residence constructed or placed on a Lot shall have the minimum City required coverage but not less than the required minimum coverage as set forth below:
- 2.4.1.1 Front Walls: Front wall surfaces for all elevations shall be one-hundred percent (100%) masonry. Siding may only be used for hidden or concealed wall surfaces not directly visible from the Lot front property line. The use of siding shall be strictly limited and must have the prior written approval of the ACC. The Residences constructed are to be 100% masonry consisting of brick, brick veneer, stone, cast stone, stucco or other masonry materials which must obtain the prior written approval of the ACC.
- 2.4.1.2 Side and Rear Walls: Side and rear wall surfaces for all elevations shall be shall be one-hundred percent (100%) masonry. Siding may only be used for hidden or concealed wall surfaces not directly visible from the street or adjoining Lot.
- 2.4.1.3 Chimneys: Chimney wall structures that are a direct extension of an exterior wall shall match the requirement of said wall.
- 2.4.1.4 Required masonry percentages shall be calculated excluding exterior wall areas built on top of a roof

## **SECTION 2.5 ELEVATION AND BRICK USAGE**

- 2.5.1 Exterior Material Area Calculations: All dwelling submittals for the construction of Residences submitted to the ACC for review and approval shall calculate the percentage coverage for each material as follows:

Same Plan with Same Elevation: The repeat of the same floor plan with the same elevation design shall be governed by the following provisions:

- 2.5.1.1 Same Side of Street: When dwelling units, using the same floor plan and same elevation, are constructed on the same side of the street, they shall be separated by a minimum of two (2) lots. A one (1) lot separation will be permitted when a street intersection occurs, the street right-of-way serves as a lot equivalent.

2.5.1.2 **Opposite Side of Street:** When dwelling units, using the same floor plan and same elevation, are constructed on opposite sides of the street, they shall not be constructed directly or diagonally across from each other.

2.5.2 **Repeat Brick Usage and Exterior Material Area Calculations:** All Dwelling submittals shall calculate the percentage coverage for each material as follows:

2.5.2.1 **Same Side of Street:** No combination of brick color, mortar color, and sand color shall be repeated for adjacent dwellings. Street and alley intersections are acceptable separation elements.

2.5.2.2 **Opposite Side of Street:** There are no restrictions for the use of brick color, mortar color, and sand color for dwelling units on opposing sides of the street.

2.5.2.3 **Exterior Material Area Calculations:** All Dwelling submittals shall calculate the percentage coverage for each material as shown.

2.5.2.4 **Calculation Method:** Calculations for material coverage percentages shall include all exposed areas of the wall surface, excluding window and door openings. **Homes located in Waterfront at Forest development shall consist of one-hundred percent (100%) masonry materials on the exterior.**

2.5.2.5 **Calculation Format:** Calculations shall indicate the area coverage for front, side, and rear wall areas. Calculations shall be submitted in the following format:

**Brick Calculations**

<b><i>Overall</i></b>	
Total Wall Area	0 sf
Total Brick Area	0 sf
Total Brick Percentage	0%
<b><i>Front</i></b>	
Total Wall Area	0 sf
Total Brick Area	0 sf
Total Brick Percentage	0%
<b><i>Left</i></b>	
Total Wall Area	0 sf
Total Brick Area	0 sf
Total Brick Percentage	0%
<b><i>Right</i></b>	
Total Wall Area	0 sf
Total Brick Area	0 sf
Total Brick Percentage	0%
<b><i>Rear</i></b>	
Total Wall Area	0 sf
Total Brick Area	0 sf
Total Brick Percentage	0%

**\*\* Openings removed from areas in all calculations**

**Following Exhibit Attachment B:**

**Exhibit Attachment 1.2.1.1 – Fence Detail – Major thoroughfares and Corner Lots**

**Exhibit Attachment 1.2.2.1 – Fence Detail – Standard Side and Rear Yard Fences**

**Exhibit C - Standard Brick Mailbox Design**

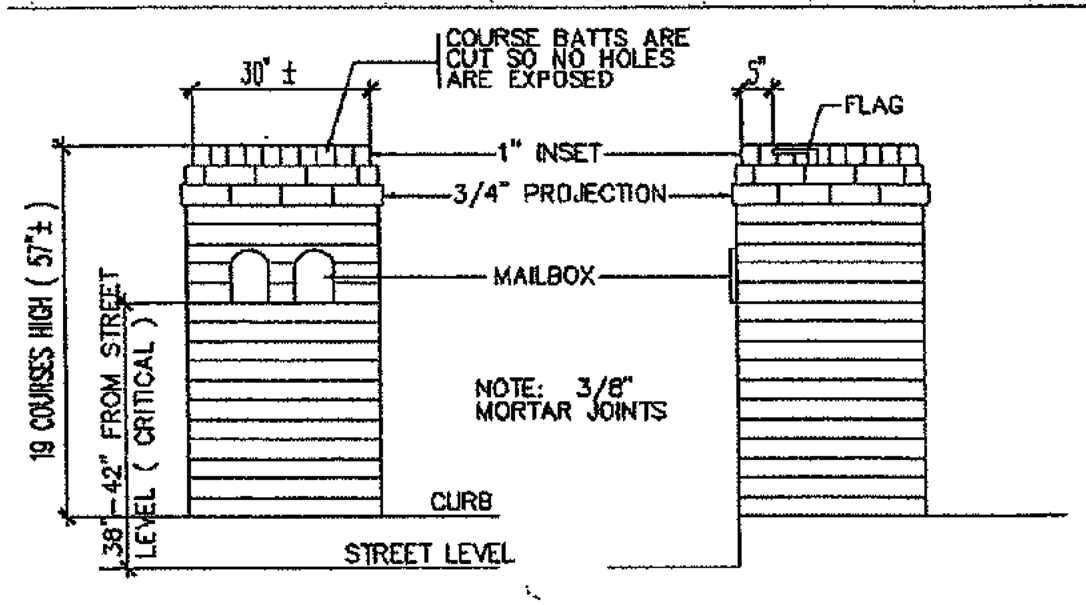
**EXHIBIT C  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR 6600 FOREST ESTATES HOMEOWNERS ASSOCIATION, INC,  
AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**STANDARD BRICK MAILBOX DESIGN**

*[see attached]*


# EXHIBIT ATTACHMENT 1.3.1.1

## Standard Mail Boxes Design



**EXHIBIT D  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR 6600 FOREST ESTATES HOMEOWNERS ASSOCIATION, INC,  
AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**CERTIFICATE OF FORMATION**

<b>Form 202</b> Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: \$25	 <b>Certificate of Formation          Nonprofit Corporation</b>	Filed in the Office of the Secretary of State of Texas Filing #: 802366135 01/11/2016 Document #: 649675900002 Image Generated Electronically for Web Filing
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**Article 1 - Corporate Name**

The filing entity formed is a nonprofit corporation. The name of the entity is :  
**6600 Forest Estates Homeowner's Association, Inc.**

**Article 2 -- Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:  
**Mehrdad Moayed**

C. The business address of the registered agent and the registered office address is:

Street Address:  
**1800 Valley View Lane, Suite 300 Farmers Branch TX 75234**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Management**

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Mehrdad Moayed** Title: **Director**

Address: **1800 Valley View Lane, Suite 300 Farmers Branch TX, USA 75234**

Director 2: **Brock Babb** Title: **Director**

Address: **1800 Valley View Lane, Suite 300 Farmers Branch TX, USA 75234**

Director 3: **Victor Tannous** Title: **Director**

Address: **1800 Valley View Lane, Suite 300 Farmers Branch TX, USA 75234**

**Article 4 - Organization Structure**

A. The corporation will have members.

or  
 B. The corporation will not have members.

**Article 5 - Purpose**

The corporation is organized for the following purpose or purposes:  
**Homeowner's Association**

**Supplemental Provisions / Information**



[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Organizer**

The name and address of the organizer are set forth below.

**Mehrdad Moayed**      **1800 Valley View Lane, Suite 300, Farmers Branch, Texas 75234**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Mehrdad Moayed**

Signature of organizer.

FILING OFFICE COPY

**EXHIBIT E**  
**TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR 6600 FOREST LANE ESTATES HOMEOWNERS ASSOCIATION, INC.,**  
**AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**BYLAWS**

**BYLAWS**

**6600 FOREST ESTATES HOMEOWNERS ASSOCIATION, INC.**

**(a Texas non-profit Corporation)**

**6600 FOREST ESTATES HOMEOWNERS ASSOCIATION, INC.**  
(a Texas non-profit corporation)

**ARTICLE 1**  
**INTRODUCTION**

1.1. **Property.** These Bylaws of 6600 Forest Estates Homeowners Association, Inc., provide for the governance of the neighborhood regime (the "Property") known as 6600 Forest Estates, as more particularly described in that certain Declaration of Covenants, Conditions and Restrictions for 6600 Forest Estates Homeowners Association, Inc., recorded in the Official Public Records of Dallas County, Texas (the "Declaration").

1.2. **Parties to Bylaws.** All present or future Owners of Property and all other persons who use or occupy the Property in any manner are subject to these Bylaws, the Declaration, and the other Documents as defined in the Declaration. The mere acquisition or occupancy of the Property will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.3. **Definitions.** Words and phrases defined in the Declaration have the same meanings when used in these Bylaws. Article 1 of the Declaration is incorporated herein by reference.

1.4. **Nonprofit Purpose.** The Association is organized to be a nonprofit corporation.

1.5. **General Powers and Duties.** The Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Documents and Texas law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

**ARTICLE 2**  
**BOARD OF DIRECTORS**

2.1. **Governance.** Until one hundred and twenty (120) days after ninety-nine percent (99%) of the Properties which may be created pursuant to this Declaration have been conveyed to Owners other than the Declarant (the "99% Trigger Date"), the Board will consist of three (3) members appointed by the Declarant. On the 99% Trigger Date, the Board will be elected or appointed as follows: (i) two (2) members will be appointed by the Declarant; and (ii) one (1) member will be appointed by Property owners other than the Declarant. Not later than one hundred and twenty (120) days after ninety percent (99%) of the Properties which may be created pursuant to this Declaration have been conveyed to Owners other than the Declarant (the "99% Trigger

Date"), the Board will consist of a minimum of (3) members appointed as follows: (i) One (1) members will be appointed by the Declarant; and (ii) two (2) members will be appointed by Property owners other than the Declarant. Declarant shall have the sole right to appoint and remove members of the Board appointed by Declarant.

2.2. Qualification. The following qualifications apply to the election or appointment of persons to the Board other than those appointed by Declarant.

2.2.1. Owners. The directors must be Members of the Association or spouses of Members.

2.2.2. Entity Member. If a Property is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Member is eligible to serve as a director and is deemed to be a Member for the purposes of this Section. If the relationship between the entity Member and the director representing it terminates, that directorship will be deemed vacant.

2.2.3. Delinquency. No person may be elected or appointed as a director if any assessment against the person or his Property is delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure the delinquency.

2.2.4. Litigation. No person may be elected or appointed as a director if the person is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party.

### 2.3. Meetings of the Board.

2.3.1. Organizational Meeting of the Board. Within thirty (30) days after the annual meeting, the directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the Board and announced to the directors.

2.3.2. Regular Meetings of the Board. Regular meetings of the Board may be held at a time and place that the Board determines and from time to time at the Board's sole discretion, but at least one (1) such meeting must be held annually. Notice of regular meetings of the Board will be given to each director, personally or by telephone, written, or electronic communication, at least three (3) days prior to the date of the meeting.

2.3.3. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he is absent or refuses to act, by the secretary, or by any two (2) directors. At least three (3) days notice will be given to each director, personally or by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting. Owners may call for a Special Meeting by written petition to the Board which shall

require fifty-one percent (51%) of the affirmative vote from the Owners of record.

2.3.4. Emergency Meetings. In case of emergency, the Board may convene a meeting after making a diligent attempt to notify each director by any practical method.

2.3.5. Conduct of Meetings. The president presides over meetings of the Board unless he/she delegates the responsibility to another and the secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings, occurring at meetings.

2.3.6. Quorum. At meetings of the Board, a Majority of directors constitutes a quorum for the transaction of business, and the acts of the Majority of the directors present at a meeting at which a quorum is present are the acts of the Board. If less than a quorum is present at a meeting of the Board, the Majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice. Directors may not participate by proxy at meetings of the Board.

2.3.7. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.3.8. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote. This Section does not apply to actions that require meetings under the Act.

2.4. Powers and Duties. The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The Board may do all acts and things except those which, by law or the Documents, are reserved to the Declarant or Members and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in laws or the Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of

the Board include, but are not limited to, the following:

2.4.1. Appointment of Committees. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee Members, and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among the Owners and residents.

2.4.2. Rules and Regulations. The Board, by resolution, may from time to time adopt or amend rules and regulations of the Association. The rules and regulations shall establish additional rules upon the Association or may clarify or amend certain existing rules or regulations which shall be subject to periodic review and change at the Declarant's or Board's sole discretion.

2.4.3. Manager. The Board may employ a manager or managing agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

### **ARTICLE 3** **OFFICERS**

3.1. Designation. The principal officers of the Association are the president, the secretary, and the treasurer. The Board may appoint one (1) or more vice-presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers must be Members. Any two (2) offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the Board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. Elections. The elections for Members of the Board shall be held during an annual meeting or a special meeting called specifically for that purpose. There shall be a minimum of three and maximum of five seats on the Board. The Board shall have the right to change the number of seats on a Board by Resolution and by majority vote of the Board. The change in number of seats / members on the Board may only take place in conjunction with an election. The Resolution must be completed prior to the notice of annual meeting being delivered to the Members and the notice must include the announcement of the increase in Board members. Upon election, members of the Board shall serve the following terms: a three (3) person board shall have two (2) members serving a two year term and one (1) member serve a one year term; a five (5) person board shall have three (3) members serving a two (2) year term and two (2) members serving a one (1) year term. Those persons receiving the highest number of votes shall hold the longer terms.

**3.2. Election of Officers.** The officers are elected by the directors at the organizational meeting of the Board and shall hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

**3.3. Removal and Resignation of Officers.** A Majority of directors may remove any officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the Board. Declarant reserves specific rights regarding the appointment and removal of members of the Board.

**3.4. Standard of Care.** In performing their duties, the officers are required to exercise the standards of care provided by Section 82.103(a) and (f) of the Act and by Section 3.105 of the Texas Business Organizations Code.

**3.5. Description of Principal Offices.**

**3.5.1. President.** As the chief executive officer of the Association, the president: (i) presides at all meetings of the Association and of the Board or appoints another to reside in his/her place; (ii) has all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

**3.5.2. Secretary.** The secretary: (i) keeps or causes to be kept, the minutes of all meetings of the Board and of the Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains or causes to be maintained a record of the names and addresses of the Members for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

**3.5.3. Treasurer.** The treasurer: (i) is responsible for Association funds; (i) keeps or causes to be kept, full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares or causes to be prepared all required financial data and tax returns; (iv) deposits or oversees the deposits of all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (v) prepares or causes to be prepared the annual and supplemental budgets of the Association; (vi) reviews the accounts of the managing agent



on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (vii) performs all the duties incident to the office of treasurer.

3.6. Authorized Agents. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

#### **ARTICLE 4** **MEETINGS OF THE ASSOCIATION**

4.1. Annual Meeting. An annual meeting of the Association will be held annually on a date and time specified by the Board. At annual meetings the Members will transact such business of the Association as may properly come before them.

4.2. Special Meetings. It is the duty of the president to call a special meeting of the Association if directed to do so by a Majority of the Board or by a petition signed by Owners of at least fifty-one percent (51%) of the Owners. The meeting must be held within thirty (30) days after the Board resolution or receipt of petition. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

4.3. Place of Meetings. Meetings of the Association may be held at the Property or at a suitable place convenient to the Members, as determined by the Board.

4.4. Notice of Meetings. At the direction of the Board, written notice of meetings of the Association will be given to an Owner of each Property at least ten (10) days but not more than forty-five (45) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting to be held and will state the particular purpose of a meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

4.5. Ineligibility. The Board may determine that no Member may vote at meetings of the Association if the Member's financial account with the Association is in arrears forty-five (45) days before the date of a meeting of the Association at which Members will vote, provided each ineligible Member is given notice of the arrearage and an opportunity to become eligible. The Board may specify the manner, place, and time for payment for purposes of restoring eligibility. A determination of Members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than forty-five (45) days after the original meeting.

**4.6. Voting Members List.** The Board will prepare or cause to be prepared and make available a list of the Association's voting Members in accordance with Section 22.158(b) of the Texas Business Organizations Code.

**4.7. Quorum.** The quorum for regular meetings of the members in person or by proxy, entitled to cast at least twenty (20%) of all the votes of the Association's members, without regard to class, shall constitute a quorum. The quorum for special meetings of the members in person or by proxy, entitled to cast at least thirty percent (30%) of all the votes of the Association's members, without regard to class, shall constitute a quorum. If the required quorum is not present at any meeting, additional meetings may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such subsequent meeting(s) shall be one-half (1/2) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (although the quorum requirement shall in no event be less than one-tenth (1/10) of the votes of the Association). At such adjourned or subsequent meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

**4.8. Lack of Quorum.** If a quorum is present at no time ("Lack of Quorum") during a properly called meeting, a majority of the Members present, although not constituting a quorum, may vote to adjourn the meeting and reconvene with no further notice required. At the reconvened meeting pursuant to this provision, Members constituting a Regular Quorum and Special Quorum will be reduced to one-half (1/2) of the required Regular Quorum and Special Quorum at the preceding meeting; provided however, that such preceding meeting is held not later than thirty (30) days after the first (1<sup>st</sup>) meeting.

**4.9. Votes.** The vote of Members representing at least a Majority of the votes cast at any meeting at which a quorum is present binds all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by law. Cumulative voting is prohibited.

**4.9.1. Co-Owned Properties.** If a Property is owned by more than one Member, the vote appurtenant to that Property is cast in accordance with Section 82.110(a) of Act, which is summarized as follows. If only one of the multiple Owners of a Property is present at a meeting of the Association, that person may cast the vote allocated to that Property. If more than one of the multiple Owners is present, the vote allocated to that Property may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to a Property and none of the other Owners makes prompt protest to the person presiding over the meeting. One vote per Lot.

**4.9.2. Corporation-Owned Properties.** If a Property is owned by a corporation, the vote appurtenant to that Property may be cast by any officer

of the corporation in the absence of the corporation's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of the partners' written appointment of a specific person. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote. One vote per Lot.

4.9.3. Association-Owned Properties. Votes allocated to a Property owned by the Association may be counted towards a quorum and for all ballots and votes except the election or removal of directors. The vote appurtenant to a Property owned by the Association is exercised by the Board. One vote per Lot.

4.9.4. Declarant-Owned Properties. Votes allocated to Declarant may be counted towards a quorum and for all ballots and votes including the appointment or removal of directors. The vote appurtenant to property owned by Declarant shall be equal to five (5) votes for every lot owned.

4.10. Proxies. Votes may be cast in person or by written proxy. To be valid, each proxy must: (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the Property to which the vote is appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by email or fax. However, a proxy received by email or fax may not be counted to make or break a tie-vote unless the proxy has been acknowledged or sworn to by the Member, before and certified by an officer authorized to take acknowledgments and oaths.

4.11. Conduct of Meetings. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting.

4.12. Order Of Business. Unless the notice of meeting states otherwise or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

Determine votes present by roll call or check-in procedure

Announcement of quorum  
Proof of notice of meeting  
Approval of minutes of preceding meeting  
Reports of Officers (if any)  
New Business  
Unfinished or old business

4.13. **Adjournment of Meeting.** At any meeting of the Association, a Majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting, to another time and place.

4.14. **Action without Meeting.** Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by Section 22.160(b)(c) and (d) of the Texas Business Organizations Code, which may include hand delivery, mail, fax, email, or any combination of these. Written consents by Members representing at least a Majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to, avoid the requirement of an annual meeting and does not apply to the election of directors.

## **ARTICLE 5**

### **RULES**

5.1. **Rules.** The Board has the right to establish and amend, from time to time, reasonable rules and regulations which may be done by resolution, for: (i) the administration of the Association and the Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Property; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the Documents. The Board will, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the Members.

5.2. **Adoption and Amendment.** Any rule and regulation may be adopted, amended, or terminated by the Board, provided that the rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board. The Board shall cause to be delivered by U.S. Mail a copy of the resolution to every Owner.

5.3. **Distribution.** On request from any Member or resident, the Board will provide a current and complete copy of rules and regulations. Additionally, the Board will, from time to time, distribute copies of the current and complete rules and regulations to Owners through the web or internet by posting on the Association's web page or pages and, if the Board so chooses, to non-Member residents.

## **ARTICLE 6 ENFORCEMENT**

**6.1. Remedies.** The violation of any provision of the Documents gives the Board the following rights, in addition to any other rights set forth in the Documents:

6.1.1. **Fines.** To impose reasonable fines, if notice and an opportunity to be heard are given. Fines shall not exceed \$500.00 per violation occurrence.

6.1.2. **Self-Help.** After notice and an opportunity to be heard are given, except in case of an emergency, to enter the Property or Common Element in which, or as to which, The violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, the costs of which shall be assessed to the Owner's account, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that Property) that is contrary to the intent and meaning of the provisions of the Documents. The Board may not be deemed liable for any manner of trespass by this action.

6.1.3. **Courts.** To enjoin, abate, or remedy, by appropriate legal proceedings, the continuance of any breach.

6.2. **Notice and Hearing.** Before imposing a fine or exercising self-help abatement, the Board must give the Owner at least one (1) written notice of violation and a minimum of ten (10) days to cure the violation. Owners may request a hearing before a committee selected by the Board by submitting a written request for hearing within thirty (30) days of the first violation notice. Notice of hearing date and time must be provided in writing to the Owner within fifteen (15) days of the date of the receipt of Owners request for a hearing. The committee shall endeavor to set a hearing date within thirty (30) days of the date the written request is received however, if conflicting schedules or other such complications arise, the Board shall have up to sixty (60) days in which to set a hearing date. If an owner appeals the decision of the committee after a hearing, the Owner shall have the right to appeal to the Board. The Board shall set an appeal hearing within thirty (30) days of receipt of the written request. Written notice of the Board's decision must be delivered by U.S. Mail to the Owner no later than ten (10) days after the hearing date. The Board's decision shall be final. A hearing may be rescheduled at the written request of the Owner or the Board. If fines are being imposed and a hearing is requested, fines shall be placed on hold until after the hearing and decision of the hearing committee or Board has been rendered.

6.2.1. **Notice of Violation.** The Board's written violation notice will contain the following: (i) the date the violation notice is prepared or mailed; (ii) a description of the violation; (iii) a reference to the rule or provision of the Documents that is being violated when possible; (iv) a description of the action required to cure the violation; (v) the amount of the fine to be levied and/or the

abatement action to be taken; (vi) the date the fine begins accruing or abatement action becomes possible; and (vi) a statement that not later than the 30th day after the date of the violation notice, the Owner may request a hearing before the Board to contest the fine or the abatement action.

6.2.2. Notice to Resident. In addition to giving the written violation notice to the Owner, the Board may also give a copy of the notice to the non-Owner resident, if the Board deems it appropriate. At the discretion of the Board, a tenant or guest of an Owner may be held liable for fines for certain types of violations. If tenant or guest fails to pay the fine after thirty (30) days, the fine will be assessed to the Owners account as the responsible party.

6.2.3. Pending Hearing. Pending the hearing, the Board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of the fine or the abatement action described in the notice.

6.2.4. Hearing. Hearings before the committee shall be held in closed session. Appeal hearings held before the Board may be held in closed or executive session. At all hearings, the panel will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, may be represented by another person or written communication. No audio or video recording of any hearing may be made.

6.2.5. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine, if any, imposed, or abatement action, if any, authorized. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the hearing, the notice requirement will be deemed satisfied.

6.3. Imposition of Fine after Hearing. Within fifteen (15) days after levying the fine or authorizing the abatement, the Board must give the Owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the Owner is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing.

6.3.1. Amount. The Board may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation notwithstanding; no fine shall exceed \$500.00 per occurrence. Recurring violations within a six (6) month period will be subject to immediate fine upon written notification to the Owner.

6.3.2. Type of Fine. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

6.3.3. Other Fine-Related. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Board may adopt a collection policy that applies Owners' payments to unpaid fines before retiring other types of assessments.

6.4. Additional Enforcement Rights. Notwithstanding the notice and hearing requirement, the Board may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Documents which, in the Board's opinion, are: (i) self-evident, such as vehicles parked illegally or in violation of posted signs; (ii) threatening to life or property; or (iii) repeat violations of the same provision by the same Owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Documents for certain violations, such as nonpayment of assessments.

## **ARTICLE 7**

### **OBLIGATIONS OF OWNERS**

7.1. Notice of Sale. Any Owner intending to sell or convey his Property or any interest therein must give written notice to the Board of his intention, together with: (i) the address or legal description of the Property being conveyed; (ii) the name and address of the intended purchaser; (iii) the name, address, and phone number of the title company or attorney designated to close the transaction; (iv) names and phone numbers of real estate agents, if any, representing seller and purchaser; and (v) scheduled date of closing. An Owner will, furnish this information to the Board at least ten (10) business days before the scheduled date of closing or conveyance. The requirements of this Section may be satisfied by giving the Association a copy of an accepted resale contract in connection with the Owner's request to the Association for a resale certificate.

7.2. Proof of Ownership. On request by the Association from time to time, any person who purports to be an Owner or the agent of an Owner must furnish to the Board evidence of ownership of the Property. A copy of the recorded deed is the customary evidence. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Property or any interest therein. The Association may refuse to recognize a person as a Member unless the requested documentation is provided.

7.3. **Owners' Information.** Within thirty (30) days after acquiring an ownership interest in a Property, the Owner must provide the Association with the Owner's mailing address, telephone number, and driver's license number, if any; the name and telephone number of any resident other than the Owner; and the name, address, and telephone number of any person managing the Property as agent of the Property Owner. An Owner must notify the Association within thirty (30) days after he has notice of a change in any information required by this Section, and must provide the information on request by the Association from time to time.

7.4. **Mailing Address.** The Owner or the several co-Owners of a Property must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an Owner fails to provide the Association with up to date information, the Association shall use the property address and all notices delivered to the property address shall be deemed as duly noticed and delivered.

7.5. **Registration of Mortgagees.** Within thirty (30) days after granting a lien against his Property, the Owner must provide the Association with the name and address of the holder of the lien. The Owner must notify the Association within thirty (30) days after he has notice of a change in the information required by this Section. Also, the Owner will provide the information on request by the Association from time to time.

7.6. **Assessments.** All Owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. Membership and payment of Assessments are mandatory and are not contingent upon any other factor or element such as but, not limited to the existence of, promise of, or construction of common areas or amenities. A Member is deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his Property.

7.7. **Compliance with Documents.** Each Owner will comply with the provisions and terms of the Documents, and any amendments thereto. Further, each Owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

## **ARTICLE 8**

### **ASSOCIATION RECORDS**

8.1. **Records.** The Association will use its best efforts to keep the records required by Section 82.114(a) of the Act, including the following:

- i. Minutes or a similar record of the proceedings of meetings of the Association.
- ii. Minutes or a similar record of the proceedings of meetings of the Board.



- iii. Names and mailing addresses of the Members, the currency and accuracy of the information being the responsibility of the Members.
- iv. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles.
- v. Copies of income tax returns prepared for the Internal Revenue Service.
- vi. Copies of the Documents and all amendments to any of these.
- vii. A record of all votes or written consents by which amendments to the Documents were approved, for at least four (4) years after the approval.

**8.2. Inspection of Books and Records.** Books and records of the Association will be made available for inspection and copying pursuant to Section 82.114(b) of the Act and Sections 3.151, 3.153 and 22.351 of the Texas Business Organizations Code.

8.2.1. Proper Purpose. The Board may require a Member to submit a written demand for inspection, stating the purpose for which the Member will inspect the books and records. The Board has the following rights: (i) to determine whether the Member's purpose for inspection is proper; (ii) to deny the request if the Board determines that the Member's purpose is not proper; (iii) if granting the request, to identify which books and records are relevant to the Member's stated purpose for inspection.

8.2.2. Copies. A Member, at Member's expense, may obtain photocopies of books and records for which the Board grants the right of inspection. The Board has the right to retain possession of the original books and records, to make copies requested by the Member, and to charge the Member a reasonable fee for copying.

8.2.3: Member's Agent. A Member's inspection of the books and records may be assisted or performed by the Member's agent, accountant, or attorney.

8.2.4. Records of Attorneys and Accountants. The files and records of an attorney or accountant who performs services for the Association are not records of the Association, are not subject to inspection by Members, and are not subject to production in a legal proceeding.

**8.3. Resale Certificates.** Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Section 82.157 of the Act. The Association or its managing agent may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Property for which the certificate is furnished.

**ARTICLE 9**  
**NOTICES**

9.1. **Co-Owners.** If a Property is owned by more than one person, notice to one co-Owner is deemed notice to all co-Owners.

9.2. **Delivery of Notices.** Any written notice required or permitted may be given personally, by mail, by fax, by email, or by any other method permitted by the Texas Business Organizations Code. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the Member at the address shown on the Association's records. If transmitted by fax or email, the notice is deemed delivered on successful transmission of the facsimile or email.

9.3. **Waiver of Notice.** Whenever a notice is required to be given to an Owner, Member, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by a Member or director at any meeting of the Association or Board, respectively, constitutes a waiver of notice by the Member or director of the time, place, and purpose of the meeting. If all Members or directors are present at any meeting of the Association or Board, respectively, no notice is required and any business may be transacted at the meeting.

**ARTICLE 10**  
**DECLARANT PROVISIONS**

10.1. **Conflict. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.**

10.2. **Board of Directors.** During the Declarant Control Period, the initial directors will be appointed by Declarant and need not be Owners or residents. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee. **During the Declarant control period, the sole responsibility and obligation of the Board of Directors shall be to maintain the corporation books of the Association and maintain the Association in good corporate standing with Secretary of State of the State of Texas and in good standing with the Office of the Comptroller of Public Accounts of the State of Texas; and to oversee the contractual obligations of the Association.**

10.3. **Organizational Meeting.** Within one hundred and twenty (120) days after the end of the Declarant Control Period, or sooner at Declarant's option, Declarant or Managing Agent will call an organizational meeting of the Members. Notice of the organizational meeting will be given as if it were notice of an annual meeting.

**ARTICLE 11**  
**AMENDMENTS TO BYLAWS**

11.1. **Authority.** These Bylaws may not be amended by the Board during the period of Declarant control without the express written permission of the Declarant. The Declarant may amend these Bylaws at any time and from time to time without consent or joinder of the Board of Members of the Association. After the period of Declarant control, the Board may amend these Bylaws without consent or joinder of the Members at any time and from time to time as deemed necessary so long as the amendment is for the benefit of the Association and its Members.

11.2. **Declarant Protection.** During the Development Period, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's written and acknowledged consent. Specifically, this Section and the article titled "Declarant Provisions" may not be amended without the prior written approval of the Declarant. The Declarant's written consent must be part of the amendment instrument.

**ARTICLE 12**  
**GENERAL PROVISIONS**

12.1. **Compensation.** A director, officer, Member, or resident may not receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, Member, or resident. Nevertheless,

i. Reasonable compensation may be paid to a director, officer, Member, or resident for services rendered to the Association in other capacities.

ii. A director, officer, Member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board.

iii. The Board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities.

iv. This provision does not apply to distributions to Property Owners permitted or required by the Declaration or the Act.

12.2. **Conflicting Provisions.** If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect. In the case of any conflict between the certificate of formation of the Association and

these Bylaws, the certificate of formation controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

12.3. **Severability.** Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

12.4. **Construction.** The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and may not be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

12.5. **Fiscal Year.** The fiscal year of the Association will be the calendar year unless otherwise set by resolution of the Board, and is subject to change from time to time as the Board determines.

12.6. **Waiver.** No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

12.7. **Indemnification.** To the fullest extent permitted by applicable law, the Association will indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person; (i) acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

[signature follow on the next page]

Adopted on the 29 day of Jan., 2016 by the Declarant of and for the Association and is herein signified by signature of the Declarant of the Association.

By:   
Mehrdad Moayedi, Declarant / Board President

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
02/02/2016 02:47:02 PM  
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