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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

### EAGLE MEADOWS [SMITH COUNTY, TEXAS]

**Declarant:** LACE Management Company, Inc., a Texas Corporation

**This Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as Eagle Meadows in Smith County, Texas.**

### RECITALS:

- A.** This Declaration is filed with respect to all current and future lots located in Eagle Meadows, a subdivision in Smith County Texas, according to the plat (the "Plat") recorded with Doc/Num: 2013 00037797, Official Public Records of Smith County, Texas (the "Property"). Declarant is the owner of the Property.
- B.** Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.
- C.** By the filing of this Declaration, Declarant serves notice that the Property will be subjected to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared: (i) that the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

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# ARTICLE 1

## DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

**1.1 “Bulk Rate Contract”** or “Bulk Rate Contracts ” means one or more contracts which are entered into by the Declarant for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, “broadband” services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Declarant to be beneficial.

**1.2 “Community Systems”** means any and all cable television, telecommunications, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, satellite dishes, equipment, materials and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by Declarant pursuant to any grant of easement or authority by Declarant within the Property.

**1.3 “Declarant”** means LACE Management Company, Inc., a Texas Corporation, its successors or assigns. Declarant enjoys special rights and privileges to help protect its investment in the Property. These special rights are described in this Declaration. Many of these rights do not terminate until either Declarant: (i) has sold and settled all Lots which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument.

**1.4 “Design Guidelines”** means the standards for design, construction, landscaping, and exterior items placed on any Lot and may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. Declarant may adopt the initial Design Guidelines. Notwithstanding anything in this Declaration to the contrary, Declarant will have no obligation to establish Design Guidelines. In the event the Declarant establishes Design Guidelines, the Declarant shall also have the right to approve variances from the Design Guidelines, as the Declarant deems appropriate, in connection with the design, construction, landscaping and exterior items placed on any Lot.

**1.5 “Development Period”** means the period of time beginning on the date when this Declaration has been recorded, and ending at such time as Declarant no longer owns the Property, unless earlier terminated by Declarant. Declarant may terminate the Development Period by an instrument executed by Declarant and Recorded. The Development Period is the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property.

**1.6 “Homebuilder”** means an Owner (other than the Declarant) who acquires a Lot for the construction of a single-family residence for resale to a third party.

**1.7 “Improvement”** means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming

pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways,

landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

**1.8 “Lot”** means any portion of the Property designated by Declarant or as shown as a subdivided Lot on a Plat other than Common Area.

**1.9 “Maximum Number of Lots”** means the maximum number of Lots that may be created and made subject to the terms and provisions of this Declaration. The Maximum Number of Lots for the purpose of this Declaration is 115. Until expiration or termination of the Development Period, Declarant may unilaterally amend the maximum number of Lots that may be created and made subject to the terms and provisions of this Declaration by a written Recorded instrument.

**1.10 “Mortgage” or “Mortgages”** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

**1.11 “Mortgagee” or “Mortgagees”** means the holder(s) of any Mortgage(s).

**1.12 “Owner”** means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

**1.13 “Plat”** means a subdivision plat of any portion of the Property as Recorded, and any amendments.

**1.14 “Property”** means Eagle Meadows, located in Lindale, Texas, a subdivision in Smith County Texas, according to the plat recorded on July 3, 2019 and filed in Cabinet F, Slide 137 C, of the Official Public Records of Smith County, Texas.

**1.15 “Resident”** means an occupant or tenant of a Lot, regardless of whether the person owns the Lot.

**1.16 “Restrictions”** means the restrictions, covenants, and conditions contained in this Declaration.

**1.17 “Rules and Regulations”** means any instrument, however denominated, contained in this Declaration.

## ARTICLE 2 GENERAL AND USE RESTRICTIONS

**NOTICE: THE RESTRICTIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME. BY OWNING OR OCCUPYING A LOT, YOU AGREE TO REMAIN IN COMPLIANCE WITH THE RESTRICTIONS, AS THEY MAY CHANGE FROM TIME TO TIME.**

**2.1 CONDITIONS AND RESTRICTIONS.** ALL LOTS WITHIN THE PROPERTY WILL BE OWNED, HELD, ENCUMBERED, LEASED, USED, OCCUPIED AND ENJOYED SUBJECT TO THE RESTRICTIONS.

**2.2 ORDINANCES.** ORDINANCES AND REQUIREMENTS IMPOSED BY LOCAL GOVERNMENTAL AUTHORITIES ARE APPLICABLE TO ALL LOTS WITHIN THE PROPERTY. COMPLIANCE WITH THE RESTRICTIONS IS NOT A SUBSTITUTE FOR COMPLIANCE WITH SUCH ORDINANCES AND REGULATIONS. PLEASE BE ADVISED THAT THE RESTRICTIONS DO NOT PURPORT TO LIST OR DESCRIBE EACH RESTRICTION WHICH MAY BE APPLICABLE TO A LOT LOCATED WITHIN THE PROPERTY. EACH OWNER IS ADVISED TO REVIEW ALL ORDINANCES, REQUIREMENTS, REGULATIONS AND ENCUMBRANCES AFFECTING THE USE AND IMPROVEMENT OF THEIR LOT PRIOR TO SUBMITTING PLANS TO DECLARANT FOR APPROVAL. FURTHERMORE, APPROVAL BY DECLARANT SHOULD NOT BE CONSTRUED BY THE OWNER THAT ANY IMPROVEMENT COMPLIES WITH THE TERMS AND PROVISIONS OF ANY ORDINANCES, REQUIREMENTS, REGULATIONS OR ENCUMBRANCES WHICH MAY AFFECT THE OWNER'S LOT, AND SHOULD NOT BE CONSTRUED AS A REPRESENTATION OR WARRANTY BY DECLARANT THAT THE IMPROVEMENTS MEET A CERTAIN LEVEL OR QUALITY, THAT THEY MEET ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.. CERTAIN ENCUMBRANCES MAY BENEFIT PARTIES WHOSE INTERESTS ARE NOT ADDRESSED BY DECLARANT

**2.3 CONCEPTUAL PLANS.** ALL MASTER PLANS, SITE PLANS, BROCHURES, ILLUSTRATIONS, INFORMATION AND MARKETING MATERIALS RELATING TO THE PROPERTY (COLLECTIVELY, THE "CONCEPTUAL PLANS") ARE CONCEPTUAL IN NATURE AND ARE INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE LAND USES AND IMPROVEMENTS REFLECTED ON THE CONCEPTUAL PLANS ARE SUBJECT TO CHANGE AT ANY TIME AND FROM TIME TO TIME, AND IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT LAND USES WITHIN THE PROPERTY MAY INCLUDE USES WHICH ARE NOT SHOWN ON THE CONCEPTUAL PLANS. NEITHER DECLARANT NOR ANY HOMEBUILDER OR OTHER DEVELOPER OF ANY PORTION OF THE PROPERTY MAKES ANY REPRESENTATION OR WARRANTY CONCERNING SUCH LAND USES AND IMPROVEMENTS SHOWN ON THE CONCEPTUAL PLANS OR OTHERWISE PLANNED FOR THE PROPERTY AND IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT NO OWNER WILL BE ENTITLED TO RELY UPON THE CONCEPTUAL PLANS IN MAKING THE DECISION TO PURCHASE ANY LAND OR IMPROVEMENTS WITHIN THE PROPERTY. EACH OWNER WHO ACQUIRES A LOT WITHIN THE PROPERTY ACKNOWLEDGES THAT DEVELOPMENT OF THE PROPERTY WILL LIKELY EXTEND OVER MANY YEARS. THE CONCEPTUAL PLANS MAY BE AMENDED AND OR MODIFIED FROM TIME TO TIME.

**2.4 SINGLE-FAMILY RESIDENTIAL USE.** UNLESS OTHERWISE APPROVED BY THE DECLARANT, THE LOTS SHALL BE USED SOLELY FOR PRIVATE SINGLE FAMILY RESIDENTIAL PURPOSES AND THERE SHALL NOT BE CONSTRUCTED OR MAINTAINED THEREON MORE THAN ONE SINGLE FAMILY RESIDENCE THAT EXCEEDING TWO (2) STORIES IN HEIGHT AND ASSOCIATED SINGLE-FAMILY RESIDENTIAL IMPROVEMENTS. NOTHING HEREIN SHALL RESTRICT THE ABILITY OF THE DECLARANT TO APPROVE THE BUILDING OF A SECONDARY RESIDENCE AS PART OF AN

ATTACHED OR DETACHED GARAGE, SUCH AS A "MOTHER-IN-LAW SUITE." NO PROFESSIONAL, BUSINESS, OR COMMERCIAL ACTIVITY TO WHICH THE GENERAL PUBLIC IS INVITED, INCLUDING SHORT TERM RENTALS SUCH AS AIR BNB, VRBO AND SIMILAR PROGRAMS, SHALL BE CONDUCTED ON ANY LOT, EXCEPT AN OWNER OR RESIDENT OF A RESIDENCE MAY CONDUCT BUSINESS ACTIVITIES WITHIN A RESIDENCE SO LONG AS:

(1) SUCH ACTIVITY COMPLIES WITH ALL THE APPLICABLE ZONING ORDINANCES;

(2) THE BUSINESS ACTIVITY IS CONDUCTED WITHOUT THE EMPLOYMENT OF PERSONS OTHER THAN THE RESIDENTS OF THE HOME CONSTRUCTED IN THE LOT;

(3) THE EXISTENCE OR OPERATION OF THE BUSINESS ACTIVITY IS NOT APPARENT OR DETECTABLE BY SIGHT, I.E., NO SIGN MAY BE ERECTED ADVERTISING THE BUSINESS ON ANY LOT, SOUND, OR SMELL FROM OUTSIDE THE RESIDENCE;

(4) THE BUSINESS ACTIVITY CONFORMS TO ALL ZONING REQUIREMENTS FOR THE PROPERTY;

(5) THE BUSINESS ACTIVITY DOES NOT INVOLVE DOOR-TO-DOOR SOLICITATION OF RESIDENTS WITHIN THE PROPERTY;

(6) THE BUSINESS DOES NOT, IN DECLARANT'S JUDGMENT, GENERATE A LEVEL OF VEHICULAR OR PEDESTRIAN TRAFFIC OR A NUMBER OF VEHICLES PARKED WITHIN THE PROPERTY WHICH IS NOTICEABLY GREATER THAN THAT WHICH IS TYPICAL OF RESIDENCES IN WHICH NO BUSINESS ACTIVITY IS BEING CONDUCTED;

(7) THE BUSINESS ACTIVITY IS CONSISTENT WITH THE RESIDENTIAL CHARACTER OF THE PROPERTY AND DOES NOT CONSTITUTE A NUISANCE, OR A HAZARDOUS OR OFFENSIVE USE, OR THREATEN THE SECURITY OR SAFETY OF OTHER RESIDENTS OF THE PROPERTY AS MAY BE DETERMINED IN THE SOLE DISCRETION OF DECLARANT; AND

(8) THE BUSINESS DOES NOT REQUIRE THE INSTALLATION OF ANY MACHINERY OTHER THAN THAT CUSTOMARY TO NORMAL HOUSEHOLD OPERATIONS. IN ADDITION, FOR THE PURPOSE OF OBTAINING ANY BUSINESS OR COMMERCIAL LICENSE, NEITHER THE RESIDENCE NOR LOT WILL BE CONSIDERED OPEN TO THE PUBLIC. THE TERMS "BUSINESS" AND "TRADE," AS USED IN THIS PROVISION, SHALL BE CONSTRUED TO HAVE THEIR ORDINARY, MEANINGS AND SHALL INCLUDE, WITHOUT LIMITATION, ANY OCCUPATION, WORK, OR ACTIVITY UNDERTAKEN ON AN ONGOING BASIS WHICH INVOLVES THE PROVISION OF GOODS OR SERVICES TO PERSONS OTHER THAN THE PROVIDER'S FAMILY AND FOR WHICH THE PROVIDER RECEIVES A FEE, COMPENSATION, OR OTHER FORM OF CONSIDERATION, REGARDLESS OF WHETHER: SUCH ACTIVITY IS ENGAGED IN FULL OR PART-TIME; SUCH ACTIVITY IS INTENDED TO OR DOES GENERATE A PROFIT; OR A LICENSE IS REQUIRED. LEASING OF A RESIDENCE SHALL NOT BE CONSIDERED A BUSINESS OR TRADE WITHIN THE MEANING OF THIS SUBSECTION. THIS SUBSECTION SHALL NOT APPLY TO ANY ACTIVITY CONDUCTED BY THE DECLARANT OR A HOMEBUILDER. NOTWITHSTANDING ANY PROVISION

IN THIS DECLARATION TO THE CONTRARY, UNTIL THE EARLIER TO OCCUR OF EXPIRATION OR TERMINATION OF THE DEVELOPMENT PERIOD, OR FORTY (40) YEARS FROM THE DATE THIS DECLARATION IS RECORDED:

(9) DECLARANT AND/OR ITS LICENSEES MAY CONSTRUCT AND MAINTAIN UPON PORTIONS OF THE COMMON AREA AND ANY LOT OWNED BY THE DECLARANT SUCH FACILITIES AND MAY CONDUCT SUCH ACTIVITIES WHICH, IN DECLARANT'S SOLE OPINION, MAY BE REASONABLY REQUIRED, CONVENIENT, OR INCIDENTAL TO THE CONSTRUCTION OR SALE OF SINGLE FAMILY RESIDENCES CONSTRUCTED UPON THE LOTS, INCLUDING, BUT NOT LIMITED TO, BUSINESS OFFICES, SIGNS, MODEL HOMES, AND SALES OFFICES. DECLARANT AND/OR ITS LICENSEES SHALL HAVE AN EASEMENT OVER AND ACROSS THE COMMON AREA FOR DECLARANT AND USE OF SUCH FACILITIES AT NO CHARGE AND;

(10) DECLARANT AND/OR ITS LICENSEES WILL HAVE AN EASEMENT OVER AND ACROSS THE COMMON AREA FOR THE PURPOSE OF MAKING, CONSTRUCTING AND INSTALLING IMPROVEMENTS TO THE COMMON AREA.

**2.5 SUBDIVIDING.** NO LOT SHALL BE FURTHER DIVIDED OR SUBDIVIDED, NOR MAY ANY EASEMENTS OR OTHER INTERESTS THEREIN LESS THAN THE WHOLE BE CONVEYED BY THE OWNER WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT; PROVIDED, HOWEVER, THAT WHEN DECLARANT IS THE OWNER THEREOF, DECLARANT MAY FURTHER DIVIDE AND SUBDIVIDE ANY LOT AND CONVEY ANY EASEMENTS OR OTHER INTERESTS LESS THAN THE WHOLE.

**2.6 HAZARDOUS ACTIVITIES.** NO ACTIVITIES MAY BE CONDUCTED ON OR WITHIN THE PROPERTY AND NO IMPROVEMENTS CONSTRUCTED ON ANY PORTION OF THE PROPERTY WHICH, IN THE OPINION OF THE DECLARANT, ARE OR MIGHT BE UNSAFE OR HAZARDOUS TO ANY PERSON OR PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO FIREARMS OR FIREWORKS MAY BE DISCHARGED UPON ANY PORTION OF THE PROPERTY UNLESS DISCHARGED IN CONJUNCTION WITH AN EVENT APPROVED IN ADVANCE BY THE LACE DECLARANT AND NO OPEN FIRES MAY BE LIGHTED OR PERMITTED EXCEPT WITHIN SAFE AND WELLDESIGNED FIREPLACES OR IN CONTAINED BARBECUE UNITS WHILE ATTENDED AND IN USE FOR COOKING PURPOSES. NO PORTION OF THE PROPERTY MAY BE USED FOR THE TAKEOFF, STORAGE, OR LANDING OF AIRCRAFT (INCLUDING, WITHOUT LIMITATION, HELICOPTERS) EXCEPT FOR MEDICAL EMERGENCIES.

**2.7 INSURANCE RATES.** NOTHING SHALL BE DONE OR KEPT ON THE PROPERTY WHICH WOULD INCREASE THE RATE OF CASUALTY OR LIABILITY INSURANCE OR CAUSE THE CANCELLATION OF ANY SUCH INSURANCE ON THE COMMON AREA, OR THE IMPROVEMENTS LOCATED THEREON, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT

**2.8 MINING AND DRILLING.** NO PORTION OF THE PROPERTY MAY BE USED FOR THE PURPOSE OF MINING, QUARRYING, DRILLING, BORING, OR EXPLORING FOR OR REMOVING OIL, GAS, OR OTHER HYDROCARBONS, MINERALS OF ANY KIND, ROCKS, STONES, SAND, GRAVEL, AGGREGATE, OR EARTH. THIS PROVISION WILL NOT BE CONSTRUED TO PREVENT THE EXCAVATION OF ROCKS, STONES, SAND, GRAVEL, AGGREGATE, OR EARTH OR THE STORAGE OF SUCH MATERIAL FOR USE AS FILL PROVIDED THAT SUCH ACTIVITIES ARE CONDUCTED IN CONJUNCTION WITH THE CONSTRUCTION OF IMPROVEMENTS AND/OR THE DEVELOPMENT OF THE PROPERTY BY THE DECLARANT. FURTHERMORE, THIS PROVISION WILL NOT BE

INTERPRETED TO PREVENT THE DRILLING OF WATER WELLS APPROVED IN ADVANCE BY DECLARANT WHICH ARE REQUIRED TO PROVIDE WATER TO ALL OR ANY PORTION OF THE PROPERTY. ALL WATER WELLS MUST ALSO BE APPROVED IN ADVANCE BY ANY APPLICABLE REGULATORY AUTHORITY.

**2.9 NOISE.** NO EXTERIOR SPEAKERS, HORNS, WHISTLES, BELLS, OR OTHER SOUND DEVICES (OTHER THAN SECURITY DEVICES USED EXCLUSIVELY FOR SECURITY PURPOSES) SHALL BE LOCATED, USED, OR PLACED ON ANY OF THE PROPERTY. NO NOISE OR OTHER NUISANCE SHALL BE PERMITTED TO EXIST OR OPERATE UPON ANY PORTION OF THE PROPERTY SO AS TO BE OFFENSIVE OR DETRIMENTAL TO ANY OTHER PORTION OF THE PROPERTY OR TO ITS RESIDENTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF ANY NOISE OR NUISANCE EMANATES FROM ANY IMPROVEMENT ON ANY LOT, DECLARANT MAY (BUT IS NOT OBLIGATED TO) ENTER ANY SUCH IMPROVEMENT AND TAKE REASONABLE ACTIONS NECESSARY TO TERMINATE SUCH NOISE (INCLUDING ANY BURGLAR OR BREAK-IN ALARM).

**2.10 ANIMALS – HOUSEHOLD PETS.** NO ANIMALS, INCLUDING PIGS, HOGS, SWINE, POULTRY, FOWL, WILD ANIMALS, HORSES, CATTLE, SHEEP, GOATS, OR ANY OTHER TYPE OF ANIMAL NOT CONSIDERED TO BE A DOMESTIC HOUSEHOLD PET WITHIN THE ORDINARY MEANING AND INTERPRETATION OF SUCH WORDS MAY BE KEPT, MAINTAINED, OR CARED FOR ON THE PROPERTY (AS USED IN THIS PARAGRAPH, THE TERM “DOMESTIC HOUSEHOLD PET” SHALL NOT MEAN OR INCLUDE NON-TRADITIONAL PETS SUCH POT-BELLIED PIGS, MINIATURE HORSES, EXOTIC SNAKES OR LIZARDS, FERRETS OR OTHER EXOTIC ANIMALS). DECLARANT MAY CONCLUSIVELY DETERMINE, IN ITS SOLE DISCRETION, WHETHER ANY PET IS A DOMESTIC HOUSEHOLD PET WITHIN THE ORDINARY MEANING AND INTERPRETATION OF SUCH WORDS. NO OWNER MAY KEEP MORE THAN FOUR (4) CATS AND DOGS, IN THE AGGREGATE, OF WHICH NO MORE THAN TWO (2) CAN BE DOGS, UNLESS OTHERWISE APPROVED BY DECLARANT NO ANIMAL MAY BE ALLOWED TO MAKE AN UNREASONABLE AMOUNT OF NOISE, OR TO BECOME A NUISANCE, AND NO DOMESTIC PETS WILL BE ALLOWED ON THE PROPERTY OTHER THAN WITHIN THE OWNER’S RESIDENCE, OR THE FENCED YARD SPACE ASSOCIATED THEREWITH, UNLESS CONFINED TO A LEASH. THE ASSOCIATION MAY RESTRICT PETS TO CERTAIN AREAS ON THE PROPERTY. NO ANIMAL MAY BE STABLED, MAINTAINED, KEPT, CARED FOR OR BOARDED FOR HIRE OR REMUNERATION ON THE PROPERTY, AND NO KENNELS OR BREEDING OPERATION WILL BE ALLOWED. NO ANIMAL MAY BE ALLOWED TO RUN AT LARGE, AND ALL ANIMALS MUST BE KEPT WITHIN ENCLOSED AREAS WHICH MUST BE CLEAN, SANITARY, AND REASONABLY FREE OF REFUSE, INSECTS, AND WASTE AT ALL TIMES. NO PET MAY BE LEFT UNATTENDED IN YARDS, PORCHES OR OTHER OUTSIDE AREA. ALL PET WASTE WILL BE REMOVED WEEKLY AND APPROPRIATELY DISPOSED OF BY THE OWNER OF THE PET. ALL PETS MUST BE LICENSED AND INOCULATED AS REQUIRED BY APPLICABLE LAW. IF, IN THE OPINION OF DECLARANT, ANY PET BECOMES A SOURCE OF UNREASONABLE ANNOYANCE TO OTHERS, OR THE OWNER OF THE PET FAILS OR REFUSES TO COMPLY WITH THESE RESTRICTIONS, THE OWNER, UPON WRITTEN NOTICE, MAY BE REQUIRED TO REMOVE THE PET FROM THE PRPOERTY.

**2.11 RUBBISH AND DEBRIS.** NO RUBBISH OR DEBRIS OF ANY KIND MAY BE PLACED OR PERMITTED TO ACCUMULATE ON OR WITHIN THE PROPERTY, AND NO ODORS WILL BE PERMITTED TO ARISE THEREFROM SO AS TO RENDER ALL OR ANY PORTION OF THE PROPERTY UNSANITARY, UNSIGHTLY, OFFENSIVE, OR DETRIMENTAL TO ANY OTHER PROPERTY OR RESIDENTS. REFUSE, GARBAGE, AND TRASH MUST BE KEPT AT ALL TIMES IN COVERED CONTAINERS, AND SUCH CONTAINERS MUST BE KEPT WITHIN ENCLOSED STRUCTURES OR SCREENED FROM VIEW. ALL WASTE AND DEBRIS WILL BE REMOVED FROM THE PROPERTY WEEKLY AND APPROPRIATELY DISPOSED OF BY THE OWNER OR TENNANT OF THE PROPERTY.



IF, IN THE OPINION OF DECLARANT, THE OWNER OR TENNANT FAILS OR REFUSES TO COMPLY WITH THESE REGULATIONS, DECLARANT, MAY BUT DOES NOT HAVE THE OBLIGATION TO REMOVE RUBBISH OR DEBRIS FROM THE PRPOERTY ENTIRLY AT THE OWNERS EXPENSE. EACH OWNER OR TENNANT WILL CONTRACT WITH AN INDEPENDENT DISPOSAL SERVICE TO COLLECT ALL GARBAGE OR OTHER WASTES, IF SUCH SERVICE IS NOT PROVIDED BY A GOVERNMENTAL ENTITY.

**2.12 MAINTENANCE.** THE OWNERS OF EACH LOT SHALL JOINTLY AND SEVERALLY HAVE THE DUTY AND RESPONSIBILITY, AT THEIR SOLE COST AND EXPENSE, TO KEEP THEIR LOT AND ALL IMPROVEMENTS THEREON IN GOOD CONDITION AND REPAIR AND IN A WELL-MAINTAINED, SAFE, CLEAN AND ATTRACTIVE CONDITION AT ALL TIMES. DECLARANT, IN ITS SOLE DISCRETION, SHALL DETERMINE WHETHER A VIOLATION OF THE MAINTENANCE OBLIGATIONS SET FORTH IN THIS SECTION HAS OCCURRED. SUCH MAINTENANCE INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING, WHICH SHALL BE PERFORMED IN A TIMELY MANNER, AS DETERMINED BY THE DECLARANT, IN ITS SOLE DISCRETION:

- (1) PROMPT REMOVAL OF ALL LITTER, TRASH, REFUSE, AND WASTES.
- (2) LAWN MOWING; WEEKLY DURING GRASS GROWING SEASON.
- (3) TREE AND SHRUB PRUNING; MONTHLY DURING GROWING SEASON.
- (4) WATERING; BI-WEEKLY DURING GROWING SEASON.
- (5) KEEPING EXTERIOR LIGHTING AND MECHANICAL FACILITIES IN WORKING ORDER.
- (6) KEEPING LAWN AND GARDEN AREAS ALIVE, FREE OF WEEDS, AND ATTRACTIVE.
- (7) KEEPING FLOWER / PLANTING BEDS FREE OF TURF GRASS.
- (8) KEEPING SIDEWALKS AND DRIVEWAYS IN GOOD REPAIR.
- (9) COMPLYING WITH ALL GOVERNMENT, HEALTH AND POLICE REQUIREMENTS.
- (10) REPAINTING OF IMPROVEMENTS.
- (11) REPAIR OF EXTERIOR DAMAGE, AND WEAR AND TEAR TO IMPROVEMENTS.

**2.13 STREET LANDSCAPE AREA-** OWNER'S OBLIGATION TO MAINTAIN LANDSCAPING. EACH OWNER WILL BE RESPONSIBLE, AT SUCH OWNER'S SOLE COST AND EXPENSE, FOR MAINTAINING MOWING, REPLACING, PRUNING, AND IRRIGATING THE LANDSCAPING BETWEEN THE BOUNDARY OF SUCH OWNER'S LOT AND: THE CURB OF ANY ADJACENT PUBLIC RIGHT-OF-WAY, STREET OR ALLEY (THE "ST LANDSCAPE AREA") AND COUNTY ROAD 463 (WOOD SPRINGS ROAD) UNLESS THE RESPONSIBILITY FOR MAINTAINING THE ST LANDSCAPE AREA IS PERFORMED BY DECLARANT OR A GOVERNMENT ENTITY.

**2.14 ANTENNAS.** EXCEPT AS EXPRESSLY PROVIDED BELOW, NO EXTERIOR RADIO OR TELEVISION ANTENNAE OR AERIAL OR SATELLITE DISH OR DISC, SHALL BE ERECTED,

(1) AN ANTENNA DESIGNED TO RECEIVE DIRECT BROADCAST SERVICES, INCLUDING DIRECT- TO-HOME SATELLITE SERVICES, THAT IS ONE METER OR LESS IN DIAMETER; OR

(2) AN ANTENNA DESIGNED TO RECEIVE VIDEO PROGRAMMING SERVICES VIA MULTIPOINT DISTRIBUTION SERVICES, INCLUDING MULTI-CHANNEL MULTIPOINT DISTRIBUTION SERVICES, INSTRUCTIONAL TELEVISION FIXED SERVICES, AND LOCAL MULTIPOINT DISTRIBUTION SERVICES, THAT IS ONE METER OR LESS IN DIAMETER OR DIAGONAL MEASUREMENT; OR

(3) AN ANTENNA THAT IS DESIGNED TO RECEIVE TELEVISION OR RADIO BROADCAST SIGNALS; (COLLECTIVELY, (1) THROUGH (3) ARE REFERRED TO HEREIN AS THE “**PERMITTED ANTENNAS**”) WILL BE PERMITTED SUBJECT TO REASONABLE REQUIREMENTS AS TO LOCATION AND SCREENING AS MAY BE SET FORTH IN RULES ADOPTED BY DECLARANT, CONSISTENT WITH APPLICABLE LAW, IN ORDER TO MINIMIZE OBTRUSIVENESS AS VIEWED FROM STREETS AND ADJACENT PROPERTY. DECLARANT WILL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ERECT AN AERIAL, SATELLITE DISH, OR OTHER APPARATUS FOR A MASTER ANTENNA, CABLE, OR OTHER COMMUNICATION SYSTEM FOR THE BENEFIT OF ALL OR ANY PORTION OF THE PROPERTY.

**2.15 LOCATION OF PERMITTED ANTENNAS.** A PERMITTED ANTENNA MAY BE INSTALLED SOLELY ON THE OWNER'S LOT AND SHALL NOT ENCROACH UPON ANY STREET, COMMON AREA, OR ANY OTHER PORTION OF THE PROPERTY. A PERMITTED ANTENNA SHALL BE INSTALLED IN A LOCATION ON THE LOT FROM WHICH DECLARANT DEEMS ACCEPTABLE QUALITY SIGNAL CAN BE OBTAINED AND WHERE IT IS LEAST VISIBLE FROM THE STREET AND THE PROPERTY, OTHER THAN THE LOT. IN ORDER OF PREFERENCE, THE LOCATIONS OF A PERMITTED ANTENNA WHICH WILL BE CONSIDERED LEAST VISIBLE BY THE DECLARANT ARE AS FOLLOWS: SATELLITE DISHES ONE METER OR LESS IN DIAMETER, E.G., DIRECTTV OR DISH SATELLITE DISHES, ARE PERMITTED, HOWEVER, YOU ARE REQUIRED TO COMPLY WITH THE RULES REGARDING INSTALLATION AND PLACEMENT. SUCH DISHES MAY NOT BE PLACED ON ROOFS WHICH ARE VISIBLE FROM THE ANY STREET ABUTTING THE LOT. THESE RULES AND REGULATIONS MAY BE MODIFIED BY DECLARANT FROM TIME TO TIME.

**2.16 SIGNS.** UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, NO SIGN OF ANY KIND MAY BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT, EXCEPT FOR:

(1) SIGNS WHICH ARE PERMITTED PURSUANT TO THE DESIGN GUIDELINES OR RULES ADOPTED BY DECLARANT.

(2) SIGNS WHICH ARE PART OF DECLARANT'S OVERALL MARKETING, SALE, OR CONSTRUCTION PLANS OR ACTIVITIES FOR THE PROPERTY;

(3) TWO (2) TEMPORARY “FOR SALE” OR “FOR LEASE” SIGNS PLACED ON THE LOT. THE SIGNS WILL BE LIMITED TO A MAXIMUM FACE AREA OF FIVE (5) SQUARE FEET ON EACH VISIBLE SIDE AND, IF FREE STANDING, IS MOUNTED ON A SINGLE OR FRAME POST. THE OVERALL HEIGHT OF THE SIGN FROM FINISHED

GRADE AT THE SPOT WHERE THE SIGN IS LOCATED MAY NOT EXCEED FOUR (4) FEET. THE SIGN MUST BE REMOVED WITHIN TWO (2) BUSINESS DAYS FOLLOWING THE SALE OR LEASE OF THE LOT;

(4) POLITICAL SIGNS MAY BE ERECTED PROVIDED THE SIGN: (A) IS ERECTED NO EARLIER THAN THE 90TH DAY BEFORE THE DATE OF THE ELECTION TO WHICH THE SIGN RELATES; (B) POLITICAL SIGN IS REMOVED NO LATER THAN THE 5TH DAY AFTER THE DATE OF THE ELECTION TO WHICH THE SIGN RELATES; AND (C) IS GROUND-MOUNTED. ONLY ONE SIGN MAY BE ERECTED FOR EACH CANDIDATE OR BALLOT ITEM. IN ADDITION, SIGNS WHICH INCLUDE ANY OF THE COMPONENTS OR CHARACTERISTICS DESCRIBED IN SECTION 202.009(C) OF THE TEXAS PROPERTY CODE ARE PROHIBITED.

(5) PERMITS AS MAY BE REQUIRED BY LEGAL PROCEEDINGS OR A GOVERNMENTAL ENTITY;

(6) A RELIGIOUS ITEM ON THE ENTRY DOOR OR DOOR FRAME OF A RESIDENCE (WHICH MAY NOT EXTEND BEYOND THE OUTER EDGE OF THE DOOR FRAME), PROVIDED THAT THE SIZE OF THE ITEM(S), INDIVIDUALLY OR IN COMBINATION WITH OTHER RELIGIOUS ITEMS ON THE ENTRY DOOR OR DOOR FRAME OF THE RESIDENCE, DOES NOT EXCEED TWENTY-FIVE (25) SQUARE INCHES; AND

(7) A "NO SOLICITING" AND "SECURITY WARNING" SIGN NEAR OR ON THE FRONT DOOR TO THEIR RESIDENCE, PROVIDED, THAT THE SIGN MAY NOT EXCEED TWENTY-FIVE (25) SQUARE INCHES.

**2.17 FLAGS.** APPROVAL REQUIREMENTS. AN OWNER IS PERMITTED TO DISPLAY THE FLAG OF THE UNITED STATES OF AMERICA, THE FLAG OF THE STATE OF TEXAS, OR AN OFFICIAL OR REPLICA FLAG OF ANY BRANCH OF THE UNITED STATES MILITARY ("PERMITTED FLAG") AND PERMITTED TO INSTALL A FLAGPOLE NO MORE THAN FIVE FEET (5') IN LENGTH AFFIXED TO THE FRONT OF A RESIDENCE NEAR THE PRINCIPAL ENTRY OR AFFIXED TO THE REAR OF A RESIDENCE ("PERMITTED FLAGPOLE"). ONLY TWO (2) PERMITTED FLAGPOLES ARE ALLOWED PER RESIDENCE. A PERMITTED FLAG OR PERMITTED FLAGPOLE NEED NOT BE APPROVED IN ADVANCE BY THE DECLARANT APPROVAL BY THE DECLARANT IS REQUIRED PRIOR TO INSTALLING VERTICAL FREESTANDING FLAGPOLES INSTALLED IN THE FRONT OR BACK YARD AREA OF ANY LOT ("FREESTANDING FLAGPOLE").

**2.18 FLAG POLES** INSTALLATION AND DISPLAY. UNLESS OTHERWISE APPROVED IN ADVANCE AND IN WRITING BY THE DECLARANT, PERMITTED FLAGS, PERMITTED FLAGPOLES AND FREESTANDING FLAGPOLES, INSTALLED MUST COMPLY WITH THE FOLLOWING:

A: NO MORE THAN ONE (1) FREESTANDING FLAGPOLE;

B: NO MORE THAN TWO (2) PERMITTED FLAGPOLES ARE PERMITTED PER LOT (1 FREESTANDING, 1 ATTACHED TO HOME), ON WHICH ONLY ONE (1) PERMITTED FLAG MAY BE DISPLAYED PER FLAG POLE;

C: ANY PERMITTED FLAGPOLE MUST BE NO LONGER THAN FIVE FEET (5') IN LENGTH AND ANY FREESTANDING FLAGPOLE MUST BE NO MORE THAN TWENTY FEET (20') IN HEIGHT;

D: ANY PERMITTED FLAG DISPLAYED ON ANY FLAGPOLE MAY NOT BE MORE THAN THREE FEET IN HEIGHT BY FIVE FEET IN WIDTH (3'X5');

E: THE DISPLAY OF A FLAG, OR THE LOCATION AND CONSTRUCTION OF THE FLAGPOLE MUST COMPLY WITH ALL APPLICABLE ZONING ORDINANCES, EASEMENTS AND SETBACKS OF RECORD;

**2.19 TANKS.** THE DECLARANT MUST APPROVE ANY TANK USED OR PROPOSED IN CONNECTION WITH A SINGLE-FAMILY RESIDENTIAL STRUCTURE, INCLUDING TANKS FOR STORAGE OF FUEL, WATER, OIL, OR LPG, AND INCLUDING SWIMMING POOL FILTER TANKS. NO ELEVATED TANKS OF ANY KIND MAY BE ERECTED, PLACED OR PERMITTED ON ANY LOT WITHOUT THE ADVANCE WRITTEN APPROVAL OF THE DECLARANT ALL PERMITTED TANKS INCLUDING SWIMMING POOL FILTER TANKS MUST BE SCREENED FROM VIEW WITH A SCREENING PLAN APPROVED IN ADVANCE BY THE DECLARANT THIS PROVISION WILL NOT APPLY TO A TANK USED TO OPERATE A STANDARD RESIDENTIAL GAS STOVE / GRILL.

**2.20 TEMPORARY STRUCTURES.** NO TENT, SHACK, OR OTHER TEMPORARY BUILDING, IMPROVEMENT, OR STRUCTURE SHALL BE PLACED UPON THE PROPERTY WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT; PROVIDED, HOWEVER, THAT TEMPORARY STRUCTURES NECESSARY FOR STORAGE OF TOOLS AND EQUIPMENT, AND FOR OFFICE SPACE FOR HOMEBUILDERS, ARCHITECTS, AND FOREMEN DURING ACTUAL CONSTRUCTION MAY BE MAINTAINED WITH THE PRIOR APPROVAL OF DECLARANT, APPROVAL TO INCLUDE THE NATURE, SIZE, DURATION, AND LOCATION OF SUCH STRUCTURE.

**2.21 UNSIGHTLY ARTICLES; VEHICLES.** NO ARTICLE DEEMED TO BE UNSIGHTLY BY THE DECLARANT SHALL BE PERMITTED TO REMAIN ON ANY LOT SO AS TO BE VISIBLE FROM ADJOINING PROPERTY OR FROM PUBLIC OR PRIVATE THOROUGHFARES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRAILERS, GRADERS, TRUCKS OTHER THAN PICKUPS, BOATS, TRACTORS, CAMPER, WAGONS, BUSES, MOTORCYCLES, MOTOR SCOOTERS, ALL-TERRAIN VEHICLES AND GARDEN MAINTENANCE EQUIPMENT SHALL BE KEPT AT ALL TIMES EXCEPT WHEN IN ACTUAL USE, IN ENCLOSED STRUCTURES OR SCREENED FROM VIEW AND NO REPAIR OR MAINTENANCE WORK SHALL BE DONE ON ANY OF THE FOREGOING, OR ON ANY AUTOMOBILE (OTHER THAN MINOR EMERGENCY REPAIRS), EXCEPT IN ENCLOSED GARAGES OR OTHER STRUCTURES. SERVICE AREAS, STORAGE AREAS, COMPOST PILES AND FACILITIES FOR HANGING, DRYING OR AIRING CLOTHING OR HOUSEHOLD FABRICS SHALL BE APPROPRIATELY SCREENED FROM VIEW, AND NO LUMBER, GRASS, PLANT WASTE, SHRUB OR TREE CLIPPINGS, METALS, BULK MATERIALS, SCRAP, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY PORTION OF THE PROPERTY EXCEPT WITHIN ENCLOSED STRUCTURES OR APPROPRIATELY SCREENED FROM VIEW. NO: (A) RACING VEHICLES; OR (B) OTHER VEHICLES (INCLUDING, WITHOUT LIMITATION, GOLF CARTS, ATVS, MOTORCYCLES OR MOTOR SCOOTERS) WHICH ARE INOPERABLE OR DO NOT HAVE A CURRENT LICENSE TAG SHALL BE PERMITTED TO REMAIN VISIBLE ON ANY LOT OR TO BE PARKED ON ANY ROADWAY WITHIN THE PROPERTY.

**2.21 (A) ON STREET PARKING.** UNLESS OTHERWISE APPROVED BY THE DECLARANT, NO VEHICLE MAY BE PARKED ON ANY ROAD OR STREET WITHIN THE PROPERTY UNLESS IN THE EVENT OF AN EMERGENCY. "EMERGENCY" FOR PURPOSES OF THE FOREGOING SENTENCE SHALL MEAN AN EVENT WHICH JEOPARDIZES LIFE OR PROPERTY. "PARKED" AS USED HEREIN SHALL BE DEFINED AS A VEHICLE LEFT UNATTENDED BY A LICENSED OPERATOR FOR MORE THAN THIRTY (30) CONSECUTIVE MINUTES.

**2.22 MOBILE HOMES, TRAVEL TRAILERS AND RECREATIONAL VEHICLES.** NO MOBILE HOMES, MANUFACTURED HOME, MODULAR HOME, TRAVEL TRAILERS OR RECREATIONAL VEHICLES SHALL BE PARKED OR PLACED ON ANY LOT OR USED AS A RESIDENCE, EITHER TEMPORARY OR PERMANENT, AT ANY TIME, AND MAY OTHERWISE ONLY BE PARKED OR STORED IN SUCH MANNER AS TO BE VISIBLE FROM ANY OTHER PORTION OF THE PROPERTY FOR A PERIOD NOT TO EXCEED SEVENTY-TWO (72) CONSECUTIVE HOURS DURING EACH THREE (3) MONTH PERIOD.

**2.23 BASKETBALL GOALS; PERMANENT AND PORTABLE.** PERMANENT BASKETBALL GOALS ARE PERMITTED BETWEEN THE STREET RIGHT-OF-WAY AND THE FRONT OF THE RESIDENCE ON A LOT PROVIDED THE BASKETBALL GOAL IS LOCATED APPROXIMATELY TWENTY-FIVE FEET (25') FROM THE STREET CURB. THE BASKETBALL GOAL BACKBOARD MUST BE PERPENDICULAR TO THE STREET AND MOUNTED ON A BLACK METAL POLE PERMANENTLY INSTALLED IN THE GROUND. PORTABLE BASKETBALL GOALS ARE PERMITTED BUT MUST BE STORED IN THE REAR OF THE LOT OR INSIDE GARAGE FROM SUNDOWN TO SUNRISE. BASKETBALL GOALS MUST BE PROPERLY MAINTAINED AND PAINTED, WITH THE NET IN GOOD REPAIR.

**2.24 COMPLIANCE WITH RESTRICTIONS.** EACH OWNER, HIS OR HER FAMILY, RESIDENTS OF A LOT, TENANTS, AND THE GUESTS, INVITEES, AND LICENSEES OF THE PRECEDING SHALL COMPLY STRICTLY WITH THE PROVISIONS OF THE RESTRICTIONS AS THE SAME MAY BE AMENDED FROM TIME TO TIME. FAILURE TO COMPLY WITH ANY OF THE RESTRICTIONS SHALL CONSTITUTE A VIOLATION OF THE RESTRICTIONS AND MAY RESULT IN A FINE AGAINST THE OWNER BY DECLARANT, AND SHALL GIVE RISE TO A CAUSE OF ACTION TO RECOVER SUMS DUE FOR DAMAGES OR INJUNCTIVE RELIEF, OR BOTH, MAINTAINABLE BY THE DECLARANT, THE MANAGER AND DECLARANT WITHOUT LIMITING ANY RIGHTS OR POWERS OF DECLARANT MAY (BUT SHALL NOT BE OBLIGATED TO) REMEDY OR ATTEMPT TO REMEDY ANY VIOLATION OF ANY OF THE PROVISIONS OF RESTRICTIONS, AND THE OWNER WHOSE VIOLATION HAS BEEN SO REMEDIED SHALL BE PERSONALLY LIABLE TO DECLARANT FOR ALL COSTS AND EXPENSES OF EFFECTING (OR ATTEMPTING TO EFFECT) SUCH REMEDY. IF SUCH OWNER FAILS TO PAY SUCH COSTS AND EXPENSES UPON DEMAND BY DECLARANT, SUCH COSTS AND EXPENSES (PLUS INTEREST FROM THE DATE OF DEMAND UNTIL PAID AT THE MAXIMUM LAWFUL RATE, OR IF THERE IS NO SUCH MAXIMUM LAWFUL RATE, AT THE RATE OF ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH) SHALL BE ASSESSED AGAINST AND CHARGEABLE TO THE OWNER'S LOT(S). ANY SUCH AMOUNTS ASSESSED AND CHARGEABLE AGAINST A LOT SHALL BE SECURED BY THE LIENS RESERVED IN THIS DECLARATION FOR ASSESSMENTS AND MAY BE COLLECTED BY ANY MEANS PROVIDED IN THIS DECLARATION FOR THE COLLECTION OF ASSESSMENTS, INCLUDING, BUT NOT LIMITED TO, FORECLOSURE OF SUCH LIENS AGAINST THE OWNER'S LOT(S). EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS DECLARANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE DECLARANT ACTS OR ACTIVITIES UNDER THIS SECTION (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF DECLARANT NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF DECLARANT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

**2.25 LIABILITY OF OWNERS FOR DAMAGE TO COMMON AREA.** NO OWNER SHALL IN ANY WAY ALTER, MODIFY, ADD TO OR OTHERWISE PERFORM ANY WORK UPON THE COMMON

AREA WITHOUT THE PRIOR WRITTEN APPROVAL OF DECLARANT . EACH OWNER SHALL BE LIABLE TO DECLARANT FOR ANY AND ALL DAMAGES TO: (A) THE COMMON AREA OR IMPROVEMENTS CONSTRUCTED THEREON; OR (B) ANY IMPROVEMENTS CONSTRUCTED ON ANY LOT, THE MAINTENANCE OF WHICH HAS BEEN ASSUMED BY DECLARANT, WHICH DAMAGES WERE CAUSED BY THE NEGLIGENCE, MISUSE OR NEGLIGENCE OF SUCH OWNER OR OWNER'S FAMILY, OR BY ANY TENANT OR OTHER OCCUPANT OF SUCH OWNER'S LOT, OR ANY GUEST OR INVITEE OF SUCH OWNER. THE FULL COST OF ALL REPAIRS OF SUCH DAMAGE SHALL BE AN INDIVIDUAL ASSESSMENT AGAINST SUCH OWNER'S LOT, SECURED BY A LIEN AGAINST SUCH OWNER'S LOT AND COLLECTABLE BY DECLARANT OR ITS APPOINTEES.

**2.26 NO WARRANTY OF ENFORCEABILITY.** DECLARANT MAKES NO WARRANTY OR REPRESENTATION AS TO THE PRESENT OR FUTURE VALIDITY OR ENFORCEABILITY OF THE RESTRICTIONS. ANY OWNER ACQUIRING A LOT IN RELIANCE ON ONE OR MORE OF THE RESTRICTIONS SHALL ASSUME ALL RISKS OF THE VALIDITY AND ENFORCEABILITY THEREOF AND, BY ACQUIRING THE LOT, AGREES TO HOLD DECLARANT HARMLESS THEREFROM.

**2.27 PARTY WALL FENCES.** A FENCE OR WALL LOCATED ON OR NEAR THE DIVIDING LINE BETWEEN TWO (2) LOTS AND INTENDED TO BENEFIT BOTH LOTS CONSTITUTES A "PARTY WALL" AND, IS SUBJECT TO THE GENERAL RULES OF LAW REGARDING PARTY WALLS AND LIABILITY FOR PROPERTY DAMAGE DUE TO NEGLIGENCE, WILLFUL ACTS, OR OMISSIONS.

**2.28 ENCROACHMENTS & EASEMENT.** IF THE PARTY WALL IS ON ONE LOT DUE TO AN ERROR IN CONSTRUCTION, THE PARTY WALL IS NEVERTHELESS DEEMED TO BE ON THE DIVIDING LINE FOR PURPOSES OF THIS SECTION. EACH LOT SHARING A PARTY WALL IS SUBJECT TO AN EASEMENT FOR THE EXISTENCE AND CONTINUANCE OF ANY ENCROACHMENT BY THE PARTY WALL AS A RESULT OF CONSTRUCTION, REPAIR, SHIFTING, SETTLEMENT, OR MOVEMENT IN ANY PORTION OF THE PARTY WALL, SO THAT THE ENCROACHMENT MAY REMAIN UNDISTURBED AS LONG AS THE PARTY WALL STANDS. EACH LOT IS SUBJECT TO A RECIPROCAL EASEMENT FOR THE MAINTENANCE, REPAIR, REPLACEMENT, OR RECONSTRUCTION OF THE PARTY WALL.

**2.29 RIGHT TO REPAIR.** IF THE PARTY WALL IS DAMAGED OR DESTROYED FROM ANY CAUSE, THE OWNER OF EITHER LOT MAY REPAIR OR REBUILD THE PARTY WALL TO ITS PREVIOUS CONDITION, AND THE OWNERS OF BOTH LOTS, THEIR SUCCESSORS AND ASSIGNS, HAVE THE RIGHT TO THE FULL USE OF THE REPAIRED OR REBUILT PARTY WALL. .

**2.30 MAINTENANCE COSTS.** THE OWNERS OF THE ADJOINING LOTS SHARE EQUALLY THE COSTS OF REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PARTY WALL, SUBJECT TO THE RIGHT OF ONE OWNER TO CALL FOR LARGER CONTRIBUTION FROM THE OTHER UNDER ANY RULE OF LAW REGARDING LIABILITY FOR NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS. IF AN OWNER IS RESPONSIBLE FOR DAMAGE TO OR DESTRUCTION OF THE PARTY WALL, THAT OWNER WILL BEAR THE ENTIRE COST OF REPAIR, RECONSTRUCTION, OR REPLACEMENT. IF AN OWNER FAILS OR REFUSES TO PAY HIS SHARE OF COSTS OF REPAIR OR REPLACEMENT OF THE PARTY WALL, THE OWNER ADVANCING MONIES HAS A RIGHT TO FILE A CLAIM OF LIEN FOR THE MONIES ADVANCED IN THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS, AND HAS THE RIGHT TO FORECLOSE THE LIEN AS IF IT WERE A MECHANIC'S LIEN. THE RIGHT OF AN OWNER TO REQUIRE CONTRIBUTION FROM ANOTHER OWNER UNDER THIS SECTION IS APPURTENANT TO THE LOT AND PASSES TO THE OWNER'S SUCCESSORS IN TITLE.

**2.31 ALTERATIONS.** THE OWNER OF A LOT SHARING A PARTY WALL MAY NOT CUT OPENINGS IN THE PARTY WALL OR ALTER OR CHANGE THE PARTY WALL IN ANY MANNER THAT AFFECTS THE USE, CONDITION, OR APPEARANCE OF THE PARTY WALL TO THE ADJOINING LOT. THE PARTY WALL WILL ALWAYS REMAIN IN THE SAME LOCATION AS WHEN ERECTED UNLESS OTHERWISE APPROVED BY THE OWNER OF EACH LOT SHARING THE PARTY WALL AND DECLARANT

**2.32 PLAYSCAPES AND SPORTS COURTS.** PLAYSCAPES AND SPORT COURTS ARE PERMISSIBLE AT THE SOLE DISCRETION OF THE DECLARANT IF ALLOWED, THESE FACILITIES MUST BE PROPERLY SITED AND SCREENED SO AS TO MINIMIZE THE VISUAL AND AUDIO IMPACT OF THE FACILITY ON ADJACENT PROPERTIES, WHICH SUCH SIDING AND SCREENING MUST BE APPROVED IN ADVANCE AND IN WRITING BY THE DECLARANT SPORT COURTS MAY NOT BE LIGHTED OR ENCLOSED WITH NETTING.

**2.33 DECORATIONS AND LIGHTING.** UNLESS OTHERWISE PERMITTED NO DECORATIVE APPURTENANCES SUCH AS SCULPTURES, BIRDBATHS AND BIRDHOUSES, FOUNTAINS, OR OTHER DECORATIVE EMBELLISHMENTS SHALL BE PLACED ON THE RESIDENCE OR ON THE FRONT YARD OR ON ANY OTHER PORTION OF A LOT WHICH IS VISIBLE FROM ANY STREET, UNLESS SUCH SPECIFIC ITEMS HAVE BEEN APPROVED IN WRITING BY THE DECLARANT. CUSTOMARY SEASONAL DECORATIONS FOR HOLIDAYS ARE PERMITTED WITHOUT APPROVAL BY THE DECLARANT BUT SHALL BE REMOVED WITHIN FIFTEEN (15) DAYS OF THE CONCLUSION OF THE APPLICABLE HOLIDAY. OUTSIDE LIGHTING FIXTURES SHALL BE PLACED SO AS TO ILLUMINATE ONLY THE YARD OF THE APPLICABLE LOT AND SO AS NOT TO AFFECT OR REFLECT INTO SURROUNDING RESIDENCES OR YARDS. NO MERCURY VAPOR, SODIUM OR HALOGEN LIGHT SHALL BE INSTALLED ON ANY LOT WHICH IS VISIBLE FROM ANY STREET UNLESS OTHERWISE APPROVED BY DECLARANT.

**2.34 APPROVAL FOR CONSTRUCTION.** NO IMPROVEMENTS, SWIMMING POOL, FENCE OR OTHER AMENITY SHALL BE CONSTRUCTED UPON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT BUILDERS / OWNERS MUST SUBMIT ALL PLANS TO DECLARANT PRIOR TO ANY CONSTRUCTION.

**2.35 MASONRY REQUIREMENTS.** NO RESIDENCE SHALL BE ERECTED ON A LOT OF MATERIAL OTHER THAN BRICK, STONE, BRICK-VENEER, OR OTHER MASONRY MATERIAL. THE ABOVE-NAMED MATERIALS MUST CONSTITUTE NINETY PERCENT (90%) OF THE OUTSIDE WALL AREAS BELOW THE TOP OF THE FIRST FLOOR PLATE LINE, EXCLUDING WINDOW AND DOOR AREAS AND BELOW GABLES OR ROOF AREAS. HOME DESIGNS THAT DO NOT CONTAIN 90% MASONRY MATERIAL MAY BE PERMITTED IF THE OTHER MATERIAL IS LIMITED TO THE FRONT OF THE RESIDENCE ONLY AND APPROVED IN WRITING BY DECLARANT PRIOR TO CONSTRUCTION. DECLARANT WILL HAVE THE SOLE DISCRETION TO DETERMINE IF THE ALTERNATIVE CONSTRUCTION IS PERMISSIBLE. HARDI-PLANK, HARDI-SIDING AND OTHER COMPOSITE CONCRETE MATERIALS SHALL NOT BE DEEMED TO BE MASONRY MATERIALS AS DEFINED HEREIN AND DO NOT QUALIFY AS THE TYPE OF EXTERIOR MATERIAL ALLOWED TO CONSTITUTE NINETY PERCENT (90%) OF THE OUTSIDE WALL AREAS.

**2.36 MINIMUM SQUARE FOOTAGE.** THE MINIMUM SQUARE FOOTAGE THAT IS HEATED AND COOLED (LIVING AREA) FOR EACH RESIDENCE SHALL BE NOT LESS THAN ONE THOUSAND SIX HUNDRED AND FIFTY (1,650) SQUARE FEET.

**2.37 MINIMUM PRICE PER SQUARE FOOT.** THE MINIMUM RETAIL PRICE PER SQUARE FOOT THAT IS HEATED AND COOLED (LIVING AREA) FOR EACH RESIDENCE CONSTRUCTED ON ANY LOT MUST NOT BE LESS THAN \$150.00 PER SQUARE FOOT. ALL PLANS SUBMITTED TO DECLARANT FOR CONSIDERATION TO BE CONSTRUCTED MUST BE APPRAISED BY A REPEATABLE AND LICENSED APPRAISER AND MUST MEET THE MINIMUM SQUARE FOOT PRICE FOR RETAIL SALE.

**2.38 RENTALS.** NOTHING IN THIS DECLARATION SHALL PREVENT THE RENTAL OF ANY LOT AND THE IMPROVEMENTS THEREON BY THE OWNER THEREOF FOR RESIDENTIAL PURPOSES; PROVIDED, THAT ALL RENTALS MUST BE FOR TERMS OF AT LEAST TWELVE (12) MONTHS. ALL LEASES SHALL BE IN WRITING. THE OWNER MUST PROVIDE TO ITS LESSEE COPIES OF THE RESTRICTIONS. NOTICE OF ANY LEASE, TOGETHER WITH SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED BY DECLARANT, WILL BE REMITTED TO DECLARANT BY THE OWNER ON OR BEFORE THE EXPIRATION OF TEN (10) DAYS AFTER THE EFFECTIVE DATE OF THE LEASE. LESSEES AND OWNERS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR COMPLIANCE WITH THESE COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINTLY AND SEVERALLY LIABLE FOR ANY FINES, ASSESSMENTS, PENALTIES OR CHARGES MADE AGAINST ANY LOT.

**2.39 GARAGES.** EACH RESIDENCE CONSTRUCTED UPON A LOT SHALL HAVE A PRIVATE GARAGE FOR NOT LESS THAN TWO (2) AUTOMOBILES CONSTRUCTED OF THE SAME MATERIAL AS THE RESIDENCE LOCATED ON THE LOT. THE LOCATION, ORIENTATION AND OPENING OF EACH GARAGE TO BE LOCATED ON A LOT SHALL BE APPROVED IN ADVANCE OF CONSTRUCTION BY DECLARANT. ALL GARAGES SHALL BE MAINTAINED FOR THE PARKING OF AUTOMOBILES, MAY NOT BE USED FOR STORAGE OR OTHER PURPOSES WHICH PRECLUDE ITS USE FOR THE PARKING OF AUTOMOBILES, AND NO GARAGE MAY BE PERMANENTLY ENCLOSED OR OTHERWISE USED FOR HABITATION. NOTHING HEREIN PRECLUDES THE APPROVAL BY DECLARANT OF A "MOTHER-IN-LAW" SUITE OR SIMILAR DWELLING ATTACHED TO A GARAGE. ALL GARAGES WILL HAVE AUTOMOBILE ENTRANCES ON THE FRONT OF THE RESIDENCE. CORNER LOTS MAY HAVE SIDE AUTOMOBILE ENTRANCE GARAGES IF EXPRESSLY APPROVED IN WRITING BY DECLARANT. DECLARANT RESERVES THE RIGHT AT ITS SOLE DISCRETION TO DENY THE INSTALLATION OF ANY SIDE ENTRY GARAGE ON ANY RESIDENCE IN THE DEVELOPMENT.

**2.40 WINDOWS.** ALL WINDOWS ON EACH RESIDENCE SHALL HAVE A CONSISTENT DESIGN THROUGHOUT THE RESIDENCE AND SHALL COMPLY WITH ANY OTHER APPLICABLE REQUIREMENTS THAT MAY BE SET FORTH IN THE DESIGN GUIDELINES.

**2.41 FENCES AND SIDEWALKS.** ALL FENCES AND WALLS SHALL COMPLY WITH ALL APPLICABLE GOVERNMENTAL ORDINANCES AND MUST BE APPROVED BY THE DECLARANT BEFORE CONSTRUCTING. NO FENCE, WALL OR HEDGE WILL BE ERECTED OR MAINTAINED ON ANY LOT NEARER TO THE STREET THAN THE FRONT ELEVATION OF THE RESIDENCE CONSTRUCTED ON THE LOT, EXCEPT FOR FENCES ERECTED IN CONJUNCTION WITH THE MODEL HOMES, DEVELOPMENT BOUNDARIES OR SALES OFFICES. DECLARANT WILL HAVE THE SOLE DISCRETION TO DETERMINE THE TYPE OF FENCE TO BE CONSTRUCTED AND THE FRONT ELEVATION OF THE RESIDENCE FOR THE PURPOSE OF THIS SECTION. DECLARANT WILL HAVE THE SOLE DISCRETION TO DETERMINE THE CONSTRUCTION TYPE, LOCATION, STYLE, SIZE, AND HEIGHT OF THE ENTRANCE DEVELOPMENT SIGNS AND THE FENCE RUNNING PARALLEL TO AND BETWEEN WOOD SPRINGS ROAD AND THE DEVELOPMENT. SIDEWALKS WILL BE CONSTRUCTED AT THE SOLE COST OF THE LOT OWNER OR BUILDER IF A SPECULATION OR CUSTOM HOME IS BUILT ON ANY LOT. THE SIDEWALK MUST BE CONSTRUCTED EXACTLY AS ANY OTHER SIDEWALK IN THE DEVELOPMENT AND MUST JOIN THE SIDEWALK OF ANY ADJOINING LOT(S) SIDEWALKS.



**2.42 BUILDING RESTRICTIONS.** ALL BUILDING MATERIALS MUST BE APPROVED IN ADVANCE BY THE DECLARANT, AND ONLY NEW BUILDING MATERIALS SHALL BE USED FOR CONSTRUCTING ANY IMPROVEMENTS. ALL PROJECTIONS FROM A DWELLING OR OTHER STRUCTURE, INCLUDING BUT NOT LIMITED TO CHIMNEY FLUES, VENTS, GUTTERS, DOWNSPOUTS, UTILITY BOXES, PORCHES, RAILINGS AND EXTERIOR STAIRWAYS MUST, UNLESS OTHERWISE APPROVED BY THE DECLARANT, MATCH THE COLOR OF THE SURFACE FROM WHICH THEY PROJECT. NO HIGHLY REFLECTIVE FINISHES (OTHER THAN GLASS, WHICH MAY NOT BE MIRRORED) SHALL BE USED ON EXTERIOR SURFACES (OTHER THAN SURFACES OF HARDWARE FIXTURES), INCLUDING, WITHOUT LIMITATION, THE EXTERIOR SURFACES OF ANY IMPROVEMENTS.

**2.43 ALTERATION OR REMOVAL OF IMPROVEMENTS.** ANY CONSTRUCTION, OTHER THAN NORMAL MAINTENANCE, WHICH IN ANY WAY ALTERS THE EXTERIOR APPEARANCE OF ANY IMPROVEMENT, OR THE REMOVAL OF ANY IMPROVEMENT SHALL BE PERFORMED ONLY WITH THE PRIOR WRITTEN APPROVAL OF THE DECLARANT

**2.44 TRASH CONTAINERS AND RECYCLING BINS.** CONTAINERS MUST BE STORED IN ONE OF THE FOLLOWING LOCATIONS; INSIDE THE GARAGE OF THE SINGLE-FAMILY RESIDENCE CONSTRUCTED ON THE LOT, BEHIND THE SINGLE-FAMILY RESIDENCE OR A VEGETATIVE SCREEN, OR FENCE CONSTRUCTED ON THE LOT IN SUCH A MANNER THAT THE TRASH CONTAINER AND RECYCLING BIN IS NOT VISIBLE FROM ANY STREET, ALLEY, OR ADJACENT LOT.

**2.45 DRAINAGE.** THERE SHALL BE NO INTERFERENCE WITH THE ESTABLISHED DRAINAGE PATTERNS OVER ANY OF THE PROPERTY, INCLUDING THE LOTS, EXCEPT BY DECLARANT, UNLESS ADEQUATE PROVISION IS MADE FOR PROPER DRAINAGE AND SUCH PROVISION IS APPROVED IN ADVANCE BY THE DECLARANT SPECIFICALLY, AND NOT BY WAY OF LIMITATION, NO IMPROVEMENT, INCLUDING LANDSCAPING, MAY BE INSTALLED WHICH IMPEDES THE PROPER DRAINAGE OF WATER BETWEEN LOTS.

**2.46 CONSTRUCTION ACTIVITIES.** THIS DECLARATION WILL NOT BE CONSTRUED OR APPLIED SO AS TO UNREASONABLY INTERFERE WITH OR PREVENT NORMAL CONSTRUCTION ACTIVITIES DURING THE CONSTRUCTION OF IMPROVEMENTS BY AN OWNER (INCLUDING DECLARANT OR A HOMEBUILDER) UPON OR WITHIN THE PROPERTY. SPECIFICALLY, NO SUCH CONSTRUCTION ACTIVITIES WILL BE DEEMED TO CONSTITUTE A NUISANCE OR A VIOLATION OF THIS DECLARATION BY REASON OF NOISE, DUST, PRESENCE OF VEHICLES OR CONSTRUCTION MACHINERY, POSTING OF SIGNS OR SIMILAR ACTIVITIES, PROVIDED THAT SUCH CONSTRUCTION IS PURSUED TO COMPLETION WITH REASONABLE DILIGENCE AND CONFORMS TO USUAL CONSTRUCTION PRACTICES IN THE AREA. IN THE EVENT THAT CONSTRUCTION UPON ANY LOT DOES NOT CONFORM TO USUAL PRACTICES IN THE AREA AS DETERMINED BY THE DECLARANT IN ITS SOLE AND REASONABLE JUDGMENT, THE DECLARANT WILL HAVE THE AUTHORITY TO SEEK AN INJUNCTION TO STOP SUCH CONSTRUCTION. IN ADDITION, IF DURING THE COURSE OF CONSTRUCTION UPON ANY LOT THERE IS EXCESSIVE UMULATION OF DEBRIS OF ANY KIND WHICH WOULD RENDER THE LOT OR ANY PORTION THEREOF UNSANITARY, UNSIGHTLY, OFFENSIVE, OR DETRIMENTAL TO IT OR ANY OTHER PORTION OF THE PROPERTY, THEN THE DECLARANT MAY CONTRACT FOR OR CAUSE SUCH DEBRIS TO BE REMOVED, AND THE OWNER OF THE LOT WILL BE LIABLE FOR ALL REASONABLE EXPENSES INCURRED IN CONNECTION THEREWITH.

**2.47 ROOFING.** UNLESS OTHERWISE APPROVED IN WRITING BY THE DECLARANT, THE ROOF OF THE PRIMARY RESIDENCE ERECTED ON A LOT SHALL HAVE A PITCH OF NO LESS THAN 8:12. THE

ROOF PITCH OF DORMERS, PORCHES AND OTHER SIMILAR ESSORY STRUCTURES ATTACHED TO THE PRIMARY RESIDENCE SHALL BE EXEMPT FROM THIS REQUIREMENT, BUT NONETHELESS SUBJECT TO APPROVAL BY THE DECLARANT. THE ROOFS OF ALL BUILDINGS SHALL BE CONSTRUCTED OR COVERED WITH FIBERGLASS OR DIMENSIONAL SHINGLES OF A WEATHERED WOOD COLOR OR OTHER COLOR APPROVED BY THE DECLARANT WITH A MINIMUM 35 YEAR MANUFACTURER'S GUARANTEE. ANY OTHER TYPE OF ROOFING MATERIAL SHALL BE PERMITTED ONLY WITH THE ADVANCE WRITTEN APPROVAL OF THE DECLARANT IN ADDITION, ROOFS OF BUILDINGS MAY CONSTRUCTED WITH "ENERGY EFFICIENCY ROOFING" WITH THE ADVANCE WRITTEN APPROVAL OF THE DECLARANT FOR THE PURPOSE OF THE SECTION, "ENERGY EFFICIENCY ROOFING" MEANS SHINGLES THAT ARE DESIGNED PRIMARILY TO: (A) BE WIND AND HAIL RESISTANT; (B) PROVIDE HEATING AND COOLING EFFICIENCIES GREATER THAN THOSE PROVIDED BY CUSTOMARY COMPOSITE SHINGLES; OR (C) PROVIDE SOLAR GENERATION CAPABILITIES. THE DECLARANT WILL NOT PROHIBIT AN OWNER FROM INSTALLING ENERGY EFFICIENT ROOFING PROVIDED THAT THE ENERGY EFFICIENT ROOFING SHINGLES: (I) RESEMBLE THE SHINGLES USED OR OTHERWISE AUTHORIZED FOR USE WITHIN THE COMMUNITY; (II) ARE MORE DURABLE THAN, AND ARE OF EQUAL OR SUPERIOR QUALITY TO, THE SHINGLES USED OR OTHERWISE AUTHORIZED FOR USE WITHIN THE COMMUNITY; AND (III) MATCH THE AESTHETICS OF ADJACENT PROPERTY. AN OWNER WHO DESIRES TO INSTALL ENERGY EFFICIENT ROOFING WILL BE REQUIRED TO COMPLY WITH THE ARCHITECTURAL REVIEW AND APPROVAL PROCEDURES SET FORTH IN THE RESTRICTIONS. IN CONJUNCTION WITH ANY SUCH APPROVAL PROCESS, THE OWNER SHOULD SUBMIT INFORMATION WHICH WILL ENABLE THE DECLARANT TO CONFIRM THE CRITERIA SET FORTH IN THIS SECTION. ANY OTHER TYPE OF ROOFING MATERIAL SHALL BE PERMITTED ONLY WITH THE ADVANCE WRITTEN APPROVAL OF THE DECLARANT

**2.48 SWIMMING POOLS.** ANY SWIMMING POOL CONSTRUCTED ON A LOT MUST BE ENCLOSED WITH A FENCE OR OTHER ENCLOSURE DEVICE COMPLETELY SURROUNDING THE SWIMMING POOL WHICH, AT A MINIMUM, SATISFIES ALL APPLICABLE GOVERNMENTAL REQUIREMENTS. NOTHING IN THIS SECTION EAGLE MEADOWS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS INTENDED OR SHALL BE CONSTRUED TO LIMIT OR AFFECT AN OWNER'S OBLIGATION TO COMPLY WITH ANY APPLICABLE GOVERNMENTAL REGULATIONS CONCERNING SWIMMING POOL ENCLOSURE REQUIREMENTS. ABOVE-GROUND/ TEMPORARY POOLS ARE PROHIBITED.

**2.49 COMPLIANCE WITH SETBACKS.** NO RESIDENCE MAY BE CONSTRUCTED ON ANY LOT NEARER TO A STREET THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE PLAT CONTAINING SUCH LOT AND NO BUILDING SHALL BE LOCATED ON ANY UTILITY EASEMENTS.

**2.50 SOLAR ENERGY DEVICE.** THE DECLARANT MUST APPROVE IN ADVANCE AND IN WRITING THE INSTALLATION OF A SOLAR ENERGY DEVICE. SOLAR ENERGY DEVICES MAY BE INSTALLED WITH THE ADVANCE WRITTEN APPROVAL OF THE DECLARANT AND CONSISTENT WITH THE PROVISIONS OF THE TEXAS PROPERTY CODE, AS AMENDED.

**2.51 APPROVAL.** TO OBTAIN DECLARANT APPROVAL OF A SOLAR ENERGY DEVICE, THE OWNER SHALL PROVIDE THE DECLARANT WITH THE FOLLOWING INFORMATION: (I) THE PROPOSED INSTALLATION LOCATION OF THE SOLAR ENERGY DEVICE; AND (II) A DESCRIPTION OF THE SOLAR ENERGY DEVICE, INCLUDING THE DIMENSIONS, MANUFACTURER, AND PHOTOGRAPH.

**2.52 APPROVAL PROCESS / CONDITIONS.** THE DECLARANT WILL REVIEW THE SOLAR ENERGY DEVICE REQUEST. IF THE PLACEMENT OF THE SOLAR ENERGY DEVICE WILL NOT CREATE A CONDITION THAT SUBSTANTIALLY INTERFERES WITH THE USE AND ENJOYMENT OF THE PROPERTY BY CAUSING UNREASONABLE DISCOMFORT OR ANNOYANCE TO PERSONS OF ORDINARY SENSIBILITIES THE DECLARANT' CAN APPROVE THE PLACEMENT OF THE SOLAR ENERGY DEVICE. ANY PROPOSAL TO INSTALL A SOLAR ENERGY DEVICE ON COMMON AREA OR PROPERTY MAINTAINED BY THE ASSOCIATION MUST BE APPROVED IN ADVANCE AND IN WRITING BY DECLARANT

**2.53 RAINWATER HARVESTING SYSTEMS.** RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS (A "RAINWATER HARVESTING SYSTEM") MAY BE INSTALLED WITH THE ADVANCE WRITTEN APPROVAL OF THE DECLARANT

**2.54 APPROVAL.** TO OBTAIN DECLARANT APPROVAL OF A RAINWATER HARVESTING SYSTEM, THE OWNER SHALL PROVIDE THE DECLARANT WITH THE FOLLOWING INFORMATION: (I) THE PROPOSED INSTALLATION LOCATION OF THE RAINWATER HARVESTING SYSTEM; AND (II) A DESCRIPTION OF THE RAINWATER HARVESTING SYSTEM, INCLUDING THE COLOR, DIMENSIONS, MANUFACTURER, AND PHOTOGRAPH.

**2.55 APPROVAL PROCESS.** THE DECLARANT WILL REVIEW THE REQUEST. IF THE PLACEMENT OF THE RAINWATER HARVESTING SYSTEM WILL NOT CREATE A CONDITION THAT SUBSTANTIALLY INTERFERES WITH THE USE AND ENJOYMENT OF THE PROPERTY BY CAUSING UNREASONABLE DISCOMFORT OR ANNOYANCE TO PERSONS OF ORDINARY SENSIBILITIES THE DECLARANT CAN APPROVE THE PLACEMENT OF THE SYSTEM. ANY PROPOSAL TO INSTALL A RAINWATER HARVEST SYSTEM ON COMMON AREA OR PROPERTY MAINTAINED BY THE ASSOCIATION MUST BE APPROVED IN ADVANCE AND IN WRITING BY DECLARANT

**2.56 GUIDELINES.** IF THE RAIN SYSTEM DEVICE WILL BE INSTALLED ON OR WITHIN THE SIDE YARD OF A LOT, OR WOULD OTHERWISE BE VISIBLE FROM A STREET, COMMON AREA, OR ANOTHER OWNER'S LOT, THE DECLARANT MAY REGULATE THE SIZE, TYPE, SHIELDING OF, AND MATERIALS USED IN THE CONSTRUCTION OF THE RAIN SYSTEM DEVICE.

## **ARTICLE 3 GENERAL PROVISIONS**

**3.1 TERM.** THE TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS SET OUT IN THIS DECLARATION WILL RUN WITH AND BIND THE PROPERTY, AND WILL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE ASSOCIATION, AND EVERY OWNER, INCLUDING DECLARANT, AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM BEGINNING ON THE DATE THIS DECLARATION IS RECORDED, AND CONTINUING THROUGH AND INCLUDING JANUARY 1, 2070, AFTER WHICH TIME THIS DECLARATION WILL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS A CHANGE (THE WORD "CHANGE" MEANING A TERMINATION, OR CHANGE OF TERM OR RENEWAL TERM) IS APPROVED AND ADOPTED IN A RESOLUTION ADOPTED BY AT LEAST 70% OF THE OWNERS IN THE EAGLE MEADOWS SUB-DIVISION. WRITTEN NOTICE OF WHICH WILL BE GIVEN TO ALL OWNERS AT LEAST THIRTY (30) DAYS IN ADVANCE AND WILL SET FORTH THE PURPOSE OF SUCH MEETING; PROVIDED, HOWEVER, THAT SUCH CHANGE WILL BE EFFECTIVE ONLY UPON THE RECORDING OF A CERTIFIED COPY OF SUCH RESOLUTION.

**3.2 EMINENT DOMAIN.** IN THE EVENT IT BECOMES NECESSARY FOR ANY PUBLIC AUTHORITY TO ACQUIRE ALL OR ANY PART OF THE COMMON AREA FOR ANY PUBLIC PURPOSE DURING THE PERIOD THIS DECLARATION IS IN EFFECT, THE OWNERS ARE HEREBY AUTHORIZED TO NEGOTIATE WITH SUCH PUBLIC AUTHORITY FOR SUCH ACQUISITION AND TO EXECUTE INSTRUMENTS NECESSARY FOR THAT PURPOSE. IN THE EVENT ANY PROCEEDS ATTRIBUTABLE TO ACQUISITION OF COMMON AREA ARE PAID TO OWNERS, SUCH PAYMENTS WILL BE ALLOCATED ON THE BASIS OF ASSESSMENT UNITS AND PAID JOINTLY TO THE OWNERS AND THE HOLDERS OF MORTGAGES OR DEEDS OF TRUST ON THE RESPECTIVE LOT.

**3.3 AMENDMENT.** THIS DECLARATION MAY BE AMENDED OR TERMINATED BY THE RECORDING OF AN INSTRUMENT EXECUTED AND ACKNOWLEDGED BY DECLARANT ACTING ALONE; OR OWNERS ENTITLED TO CAST AT LEAST SEVENTY PERCENT (70%) OF THE NUMBER OF VOTES ENTITLED TO BE CAST BY OWNERS OF THE LOTS. NO AMENDMENT WILL BE EFFECTIVE WITHOUT THE WRITTEN CONSENT OF DECLARANT, ITS SUCCESSORS OR ASSIGNS, DURING THE DEVELOPMENT PERIOD. SPECIFICALLY, AND NOT BY WAY OF LIMITATION, DECLARANT MAY UNILATERALLY AMEND THIS DECLARATION: (A) TO BRING ANY PROVISION INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE, REGULATION, OR JUDICIAL DETERMINATION; (B) TO ENABLE ANY REPUTABLE TITLE INSURANCE COMPANY TO ISSUE TITLE INSURANCE COVERAGE ON ANY LOT; (C) TO ENABLE ANY INSTITUTIONAL OR GOVERNMENTAL LENDER, PURCHASER, INSURER OR GUARANTOR OF MORTGAGE LOANS, INCLUDING, FOR EXAMPLE, THE FEDERAL HOME MORTGAGE CORPORATION, TO MAKE, PURCHASE, INSURE OR GUARANTEE MORTGAGE LOANS ON LOTS; OR (D) TO COMPLY WITH ANY REQUIREMENTS PROMULGATED BY A LOCAL, STATE OR GOVERNMENTAL AGENCY, INCLUDING, FOR EXAMPLE, THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

**3.4 ROADWAY AND UTILITY EASEMENTS.** DECLARANT RESERVES THE RIGHT TO LOCATE, RELOCATE, CONSTRUCT, ERECT, AND MAINTAIN OR CAUSE TO BE LOCATED, RELOCATED, CONSTRUCTED, ERECTED, AND MAINTAINED IN AND ON ANY STREETS MAINTAINED BY DECLARANT, OR AREAS RESERVED OR HELD AS COMMON AREA, ROADWAYS, SEWER LINES, WATER LINES, ELECTRICAL LINES AND CONDUITS, AND OTHER PIPELINES, CONDUITS, WIRES, AND ANY PUBLIC UTILITY FUNCTION BENEATH OR ABOVE THE SURFACE OF THE GROUND WITH THE RIGHT OF ACCESS TO THE SAME AT ANY TIME FOR THE PURPOSES OF REPAIR AND MAINTENANCE.

**3.5 ENFORCEMENT.** THE DECLARANT AND ANY OWNER WILL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, CHARGES AND OTHER TERMS NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION. FAILURE TO ENFORCE ANY RIGHT, PROVISION, COVENANT, OR CONDITION GRANTED BY THIS DECLARATION WILL NOT CONSTITUTE A WAIVER OF THE RIGHT TO ENFORCE SUCH RIGHT, PROVISION, COVENANTS OR CONDITION IN THE FUTURE.

**3.6 HIGHER AUTHORITY.** THE TERMS AND PROVISIONS OF THIS DECLARATION ARE SUBORDINATE TO FEDERAL AND STATE LAW, AND LOCAL ORDINANCES. GENERALLY, THE TERMS AND PROVISIONS OF THIS DECLARATION ARE ENFORCEABLE TO THE EXTENT THEY DO NOT VIOLATE OR CONFLICT WITH LOCAL, STATE, OR FEDERAL LAW OR ORDINANCE.

**3.7 SEVERABILITY.** IF ANY PROVISION OF THIS DECLARATION IS HELD TO BE INVALID BY ANY COURT OF COMPETENT JURISDICTION, SUCH INVALIDITY WILL NOT AFFECT THE VALIDITY OF

ANY OTHER PROVISION OF THIS DECLARATION, OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE VALIDITY OF SUCH PROVISION AS APPLIED TO ANY OTHER PERSON OR ENTITY.

**3.8 CONFLICTS.** IF THERE IS ANY CONFLICT BETWEEN THE PROVISIONS OF THIS DECLARATION OR ANY RULES AND REGULATIONS ADOPTED PURSUANT TO THE TERMS OF SUCH DOCUMENTS, THE PROVISIONS OF THIS DECLARATION WILL GOVERN.

**3.9 GENDER.** WHENEVER THE CONTEXT SO REQUIRES, ALL WORDS HEREIN IN THE MALE GENDER WILL BE DEEMED TO INCLUDE THE FEMALE OR NEUTER GENDER, ALL SINGULAR WORDS WILL INCLUDE THE PLURAL, AND ALL PLURAL WORDS WILL INCLUDE THE SINGULAR.

**3.10 ACCEPTANCE BY GRANTEES.** EACH GRANTEE OF DECLARANT OF A LOT OR OTHER REAL PROPERTY INTEREST IN THE PROPERTY, BY THE ACCEPTANCE OF A DEED OF CONVEYANCE, OR EACH SUBSEQUENT PURCHASER, ACCEPTS THE SAME SUBJECT TO ALL TERMS, RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES, AND THE JURISDICTION RIGHTS AND POWERS CREATED OR RESERVED BY THIS DECLARATION OR TO WHOM THIS DECLARATION IS SUBJECT, AND ALL RIGHTS, BENEFITS AND PRIVILEGES OF EVERY CHARACTER HEREBY GRANTED, CREATED, RESERVED OR DECLARED. FURTHERMORE, EACH GRANTEE AGREES THAT NO ASSIGNEE OR SUCCESSOR TO DECLARANT HEREUNDER WILL HAVE ANY LIABILITY FOR ANY ACT OR OMISSION OF DECLARANT WHICH OCCURRED PRIOR TO THE EFFECTIVE DATE OF ANY SUCH SUCCESSION OR ASSIGNMENT. ALL IMPOSITIONS AND OBLIGATIONS HEREBY IMPOSED WILL CONSTITUTE COVENANTS RUNNING WITH THE LAND WITHIN THE PROPERTY, AND WILL BIND ANY PERSON HAVING AT ANY TIME ANY INTEREST OR ESTATE IN THE PROPERTY, AND WILL INURE TO THE BENEFIT OF EACH OWNER IN LIKE MANNER AS THOUGH THE PROVISIONS OF THIS DECLARATION WERE RECITED AND STIPULATED AT LENGTH IN EACH AND EVERY DEED OF CONVEYANCE.

**3.11 DAMAGE AND DESTRUCTION.** (A) CLAIMS. PROMPTLY AFTER DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY TO ALL OR ANY PART OF THE COMMON AREA COVERED BY INSURANCE, DECLARANT, OR ITS DULY AUTHORIZED AGENT, WILL PROCEED WITH THE FILING AND ADJUSTMENT OF ALL CLAIMS ARISING UNDER SUCH INSURANCE AND OBTAIN RELIABLE AND DETAILED ESTIMATES OF THE COST OF REPAIR OF THE DAMAGE. REPAIR MEANS REPAIRING OR RESTORING THE COMMON AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO THE FIRE OR OTHER CASUALTY.

(B) REPAIR OBLIGATIONS. ANY DAMAGE TO OR DESTRUCTION OF THE COMMON AREA WILL BE REPAIRED IN A REASONABLE TIMELY MANNER. IF FOR ANY REASON EITHER THE AMOUNT OF THE INSURANCE PROCEEDS TO BE PAID AS A RESULT OF SUCH DAMAGE OR DESTRUCTION, OR RELIABLE AND DETAILED ESTIMATES OF THE COST OF REPAIR, OR BOTH, ARE NOT MADE AVAILABLE TO THE OWNERS THEN THE PERIOD WILL BE EXTENDED UNTIL SUCH INFORMATION WILL BE MADE AVAILABLE.

(C) RESTORATION. IN THE EVENT THAT IT SHOULD BE DETERMINED BY DECLARANT, OR ITS DULY AUTHORIZED AGENT, THAT THE DAMAGE OR DESTRUCTION OF THE COMMON AREA WILL NOT BE REPAIRED AND NO ALTERNATIVE IMPROVEMENTS ARE AUTHORIZED, THEN THE AFFECTED PORTION OF THE COMMON AREA WILL BE RESTORED TO ITS NATURAL STATE AND MAINTAINED AS AN UNDEVELOPED PORTION OF THE COMMON AREA BY LANCE MANAGEMENT COMPANY INC. IN A NEAT AND ATTRACTIVE CONDITION.

(D) SPECIAL ASSESSMENT. IF INSURANCE PROCEEDS ARE PAID TO RESTORE OR REPAIR ANY DAMAGED OR DESTROYED COMMON AREA, AND SUCH PROCEEDS ARE NOT SUFFICIENT TO DEFRAID THE COST OF SUCH REPAIR OR RESTORATION, LANCE MANAGEMENT COMPANY INC., OR ITS DULY AUTHORIZED AGENT, WILL LEVY A SPECIAL ASSESSMENT TO ALL OWNERS. ADDITIONAL ASSESSMENTS MAY BE MADE IN LIKE MANNER AT ANY TIME DURING OR FOLLOWING THE COMPLETION OF ANY REPAIR.

(E) PROCEEDS PAYABLE TO OWNERS. IN THE EVENT THAT ANY PROCEEDS OF INSURANCE POLICIES ARE PAID TO OWNERS AS A RESULT OF ANY DAMAGE OR DESTRUCTION TO ANY COMMON AREA, SUCH PAYMENTS WILL BE ALLOCATED BASED ON ASSESSMENT UNITS AND PAID JOINTLY TO THE OWNERS AND THE HOLDERS OF MORTGAGES OR DEEDS OF TRUST ON THEIR LOTS.

**3.12 NO PARTITION.** EXCEPT AS MAY BE PERMITTED IN THIS DECLARATION OR AMENDMENTS THERETO, NO PHYSICAL PARTITION OF THE COMMON AREA OR ANY PART WILL BE PERMITTED, NOR WILL ANY PERSON ACQUIRING ANY INTEREST IN THE PROPERTY OR ANY PART SEEK ANY SUCH JUDICIAL PARTITION UNLESS THE PROPERTY IN QUESTION HAS BEEN REMOVED FROM THE PROVISIONS OF THIS DECLARATION. THIS SECTION WILL NOT BE CONSTRUED TO PROHIBIT DECLARANT FROM ACQUIRING AND DISPOSING OF TANGIBLE PERSONAL PROPERTY OR FROM ACQUIRING TITLE TO REAL PROPERTY THAT MAY OR MAY NOT BE SUBJECT TO THIS DECLARATION, NOR WILL THIS PROVISION BE CONSTRUCTED TO PROHIBIT OR AFFECT THE CREATION OF A CONDOMINIUM REGIME IN ACCORDANCE WITH THE TEXAS UNIFORM CONDOMINIUM ACT.

**3.13 NOTICES.** ANY NOTICE PERMITTED OR REQUIRED TO BE GIVEN TO ANY PERSON BY THIS DECLARATION WILL BE IN WRITING AND MAY BE DELIVERED EITHER PERSONALLY OR BY MAIL OR AS OTHERWISE REQUIRED BY APPLICABLE LAW. IF DELIVERY IS MADE BY MAIL, IT WILL BE DEEMED TO HAVE BEEN DELIVERED ON THE THIRD (3RD) DAY (OTHER THAN A SUNDAY OR LEGAL HOLIDAY) AFTER A COPY OF THE SAME HAS BEEN DEPOSITED IN THE UNITED STATES MAIL, POSTAGE PREPAID, ADDRESSED TO THE PERSON AT THE ADDRESS GIVEN BY SUCH PERSON TO DECLARANT FOR THE PURPOSE OF SERVICE OF NOTICES. SUCH ADDRESS MAY BE CHANGED FROM TIME TO TIME BY NOTICE IN WRITING GIVEN BY SUCH PERSON TO DECLARANT

**3.14 VIEW IMPAIRMENT.** NEITHER DECLARANT NOR DECLARANT GUARANTEE OR REPRESENT THAT ANY VIEW OVER AND ACROSS THE LOTS, OR ANY OPEN SPACE WITHIN THE PROPERTY WILL BE PRESERVED WITHOUT IMPAIRMENT. THE DECLARANT SHALL HAVE NO OBLIGATION TO RELOCATE, PRUNE, OR THIN TREES OR OTHER LANDSCAPING. THE DECLARANT (WITH RESPECT TO ANY COMMON AREA) WILL HAVE THE RIGHT TO ADD TREES AND OTHER LANDSCAPING FROM TIME TO TIME, SUBJECT TO APPLICABLE LAW. THERE SHALL BE NO EXPRESS OR IMPLIED EASEMENTS FOR VIEW PURPOSES OR FOR THE PASSAGE OF LIGHT AND AIR.

**3.15 SAFETY AND SECURITY.** EACH OWNER AND RESIDENT OF A LOT, AND THEIR RESPECTIVE GUESTS AND INVITEES, SHALL BE RESPONSIBLE FOR THEIR OWN PERSONAL SAFETY AND THE SECURITY OF THEIR PROPERTY WITHIN THE PROPERTY. DECLARANT MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED TO PROMOTE OR ENHANCE THE LEVEL OF SAFETY OR SECURITY WHICH EACH PERSON PROVIDES FOR HIMSELF OR HERSELF AND HIS OR HER PROPERTY. HOWEVER, NEITHER DECLARANT NOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SAFETY OR SECURITY WITHIN THE PROPERTY, NOR SHALL EITHER BE HELD LIABLE FOR ANY

## **ARTICLE 4**

### **DEVELOPMENT EASEMENTS, SIGNS, FENCING**

**4.1 RIGHT OF INGRESS AND EGRESS.** DECLARANT, ITS AGENTS, EMPLOYEES AND DESIGNEES WILL HAVE A RIGHT OF INGRESS AND EGRESS OVER AND THE RIGHT OF ACCESS TO ALL THE PROPERTY AND THE COMMON AREA TO THE EXTENT NECESSARY TO USE THE AREA AND THE RIGHT TO SUCH OTHER TEMPORARY USES OF THE AREA AS MAY BE REQUIRED OR REASONABLY DESIRABLE (AS DETERMINED BY DECLARANT IN ITS SOLE DISCRETION) IN CONNECTION WITH THE CONSTRUCTION AND DEVELOPMENT OF THE PROPERTY. THE PROPERTY SHALL BE SUBJECT TO A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION AND MAINTENANCE, INCLUDING THE RIGHT TO READ METERS, SERVICE OR REPAIR LINES AND EQUIPMENT, AND TO DO EVERYTHING AND ANYTHING NECESSARY TO PROPERLY MAINTAIN AND FURNISH THE COMMUNITY SYSTEMS AND THE FACILITIES PERTINENT AND NECESSARY TO THE SAME, WHICH EASEMENT SHALL RUN IN FAVOR OF DECLARANT. DECLARANT SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO INSTALL AND PROVIDE THE COMMUNITY SYSTEMS. TO ASSESS FEES AND COLLECT SAME FOR THE MAINTENANCE OF COMMON AREAS, AND TO PROVIDE THE SERVICES AVAILABLE THROUGH THE COMMUNITY SYSTEMS TO ANY AND ALL LOTS WITHIN THE PROPERTY. DECLARANT WILL HAVE NO INTEREST THEREIN. THE COMMUNITY SYSTEMS SHALL BE THE PROPERTY OF DECLARANT UNLESS TRANSFERRED BY DECLARANT, WHEREUPON ANY PROCEEDS OF SUCH TRANSFER SHALL BELONG TO DECLARANT. DECLARANT SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO CONVEY, TRANSFER, SELL OR ASSIGN ALL OR ANY PORTION OF THE COMMUNITY SYSTEMS OR ALL OR ANY PORTION OF THE RIGHTS, DUTIES OR OBLIGATIONS WITH RESPECT THERETO, TO ANY PERSON. THE RIGHTS OF DECLARANT WITH RESPECT TO THE COMMUNITY SYSTEMS INSTALLED BY DECLARANT AND THE SERVICES PROVIDED THROUGH SUCH COMMUNITY SYSTEMS ARE EXCLUSIVE, AND NO OTHER PERSON MAY PROVIDE SUCH SERVICES THROUGH THE COMMUNITY SYSTEMS INSTALLED BY DECLARANT WITHOUT THE PRIOR WRITTEN CONSENT OF DECLARANT. IN RECOGNITION OF THE FACT THAT INTERRUPTIONS IN CABLE TELEVISION AND OTHER COMMUNITY SYSTEMS SERVICES WILL OCCUR FROM TIME TO TIME, NO PERSON OR ENTITY DESCRIBED ABOVE SHALL IN ANY MANNER BE LIABLE, AND NO USER OF ANY COMMUNITY SYSTEM SHALL BE ENTITLED TO ANY REFUND, REBATE, DISCOUNT OR OFFSET IN APPLICABLE FEES, FOR ANY INTERRUPTION IN COMMUNITY SYSTEMS SERVICES, REGARDLESS OF WHETHER OR NOT SAME IS CAUSED BY REASONS WITHIN THE CONTROL OF THE THEN- PROVIDER OF SUCH SERVICES.

**4.2 RESERVED EASEMENTS.** ALL DEDICATIONS, LIMITATIONS, RESTRICTIONS AND RESERVATIONS SHOWN ON ANY PLAT AND ALL GRANTS AND DEDICATIONS OF EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RELATED RIGHTS MADE BY DECLARANT PRIOR TO THE PROPERTY BECOMING SUBJECT TO THIS DECLARATION ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DECLARATION FOR ALL PURPOSES AS IF FULLY SET FORTH HEREIN, AND WILL BE CONSTRUED AS BEING ADOPTED IN EACH AND EVERY CONTRACT, DEED OR CONVEYANCE EXECUTED OR TO BE EXECUTED BY OR ON BEHALF OF DECLARANT. DECLARANT RESERVES THE RIGHT TO RELOCATE, MAKE CHANGES IN, AND ADDITIONS TO SAID EASEMENTS, RIGHTS-OF- WAY, DEDICATIONS, LIMITATIONS, RESERVATIONS AND GRANTS FOR THE PURPOSE OF MOST EFFICIENTLY AND ECONOMICALLY DEVELOPING THE PROPERTY.

**4.3 UTILITY EASEMENTS.** DECLARANT HEREBY RESERVES UNTO ITSELF AND DECLARANT'S SUCCESSORS AND ASSIGNS A PERPETUAL NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE PROPERTY FOR: (I) THE INSTALLATION, OPERATION AND MAINTENANCE OF UTILITIES AND ASSOCIATED INFRASTRUCTURE TO SERVE THE PROPERTY AND ANY OTHER PROPERTY OWNED BY DECLARANT; (II) THE INSTALLATION, OPERATION AND MAINTENANCE OF CABLE LINES AND ASSOCIATED INFRASTRUCTURE FOR SENDING AND RECEIVING DATA AND/OR OTHER ELECTRONIC SIGNALS, SECURITY AND SIMILAR SERVICES TO SERVE THE PROPERTY AND ANY OTHER PROPERTY OWNED BY DECLARANT; AND (III) THE INSTALLATION, OPERATION AND MAINTENANCE OF, WALKWAYS, PATHWAYS AND TRAILS, DRAINAGE SYSTEMS, STREET LIGHTS AND SIGNAGE TO SERVE THE PROPERTY AND ANY OTHER PROPERTY OWNED BY DECLARANT. DECLARANT WILL BE ENTITLED TO UNILATERALLY ASSIGN THE EASEMENTS RESERVED HEREUNDER TO ANY THIRD PARTY WHO OWNS, OPERATES OR MAINTAINS THE FACILITIES AND IMPROVEMENTS DESCRIBED IN (I) THROUGH (III) OF THIS SECTION. THE EXERCISE OF THE EASEMENT RESERVED HEREIN WILL NOT EXTEND TO PERMITTING ENTRY INTO ANY RESIDENCE, NOR WILL IT UNREASONABLY INTERFERE WITH THE USE OF ANY LOT OR RESIDENCE OR IMPROVEMENT CONSTRUCTED THEREON.

**4.4 SUBDIVISION ENTRY / BOUNDARY FENCING AND FENCING EASEMENT. (A)** DECLARANT AND DECLARANT'S SUCCESSOR'S RESERVES FOR ITSELF, AN EASEMENT OVER AND ACROSS THE PROPERTY FOR THE INSTALLATION, MAINTENANCE, REPAIR OR REPLACEMENT OF CERTAIN SUBDIVISION ENTRY FACILITIES AND FENCING WHICH SERVES THE PROPERTY. DECLARANT WILL HAVE THE RIGHT, FROM TIME TO TIME, TO RECORD A WRITTEN NOTICE WHICH IDENTIFIES THE SUBDIVISION ENTRY FACILITIES FENCING TO WHICH THE EASEMENT RESERVED HEREUNDER APPLIES. DECLARANT MAY DESIGNATE ALL OR ANY PORTION OF THE SUBDIVISION ENTRY FACILITIES AND/OR FENCING AS COMMON AREA BY RECORDED WRITTEN NOTICE. THE EXERCISE OF THE EASEMENTS RESERVED HEREUNDER WILL NOT EXTEND TO PERMITTING ENTRY INTO ANY RESIDENCE, NOR WILL IT UNREASONABLY INTERFERE WITH THE USE OF ANY LOT OR RESIDENCE OR IMPROVEMENT CONSTRUCTED THEREON.

**(B)** THE OWNER(S) OF EACH LOT THAT IS LOCATED ON A BOUNDARY OF THE PROPERTY SHALL SEVERALLY HAVE THE DUTY AND RESPONSIBILITY, AT THEIR SOLE COST AND EXPENSE, TO MAINTAIN AND KEEP THAT PORTION OF THE BOUNDARY FENCE ADJACENT TO THEIR PROPERTY IN ORIGINAL CONDITION, PAINTED OR STAINED, CLEAN, IN GOOD REPAIR AND IN A WELL-MAINTAINED, SAFE, CLEAN AND ATTRACTIVE STATE AT ALL TIMES. THE DECLARANT, IN ITS SOLE DISCRETION, SHALL DETERMINE WHETHER A VIOLATION OF THE BOUNDARY FENCE MAINTENANCE OBLIGATIONS SET FORTH IN THIS SECTION HAS OCCURRED.

**(C)** ENTRANCE DEVELOPMENT THE OWNER(S) OF EACH LOT THAT IS LOCATED ON A BOUNDARY OF THE PROPERTY CONTIGUOUS TO A DEVELOPMENT ENTRANCE SIGN SHALL SEVERALLY HAVE THE DUTY AND RESPONSIBILITY, AT THEIR SOLE COST AND EXPENSE, TO MAINTAIN AND KEEP THE DEVELOPMENT ENTRANCE SIGN ADJACENT TO THEIR PROPERTY IN ORIGINAL CONDITION, PAINTED OR STAINED, CLEAN, IN GOOD REPAIR AND IN A WELL-MAINTAINED, SAFE, CLEAN AND ATTRACTIVE STATE AT ALL TIMES. THE DECLARANT, IN ITS SOLE DISCRETION, SHALL DETERMINE WHETHER A VIOLATION OF THE DEVELOPMENT ENTRANCE SIGN MAINTENANCE OBLIGATIONS SET FORTH IN THIS SECTION HAS OCCURRED.

**4.5 DECLARANT AS ATTORNEY IN FACT.** TO SECURE AND FACILITATE DECLARANT'S EXERCISE OF THE RIGHTS RESERVED BY DECLARANT PURSUANT TO THE TERMS AND PROVISIONS OF THIS DECLARATION, EACH OWNER, BY ACCEPTING A DEED TO A LOT AND EACH MORTGAGEE, BY ACCEPTING THE BENEFITS OF A MORTGAGE AGAINST A LOT, AND ANY OTHER THIRD PARTY BY



ACCEPTANCE OF THE BENEFITS OF A MORTGAGE, DEED OF TRUST, MECHANIC'S LIEN CONTRACT, MECHANIC'S LIEN CLAIM, VENDOR'S LIEN AND/OR ANY OTHER SECURITY INTEREST AGAINST ANY LOT, WILL THEREBY BE DEEMED TO HAVE APPOINTED DECLARANT SUCH OWNER'S, MORTGAGEE'S, AND THIRD PARTY'S IRREVOCABLE ATTORNEY-IN-FACT, WITH FULL POWER OF SUBSTITUTION, TO DO AND PERFORM, EACH AND EVERY ACT PERMITTED OR REQUIRED TO BE PERFORMED BY DECLARANT PURSUANT TO THE TERMS OF THIS DECLARATION. THE POWER THEREBY VESTED IN DECLARANT AS ATTORNEY-IN-FACT FOR EACH OWNER, MORTGAGEE AND/OR THIRD PARTY, WILL BE DEEMED, CONCLUSIVELY, TO BE COUPLED WITH AN INTEREST AND WILL SURVIVE THE DISSOLUTION, TERMINATION, INSOLVENCY, BANKRUPTCY, INCOMPETENCY AND DEATH OF AN OWNER, MORTGAGEE AND/OR THIRD PARTY AND WILL BE BINDING UPON THE LEGAL REPRESENTATIVES, ADMINISTRATORS, EXECUTORS, SUCCESSORS, HEIRS AND ASSIGNS OF EACH SUCH PARTY. THE AFORESAID POWER SHALL BE VESTED IN DECLARANT, ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE THE FIRST LOT IS CONVEYED TO AN INDIVIDUAL PURCHASER, OR UNTIL THE EXPIRATION OR TERMINATION OF THE DEVELOPMENT PERIOD, WHICHEVER OCCURS FIRST. DECLARANT HEREBY RESERVES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS THE RIGHT TO EXECUTE ON BEHALF OF EACH OWNER, MORTGAGEE, AND THIRD PARTY CLAIMING A LEGAL OR EQUITABLE INTEREST IN THE COMMON AREA, ANY SUCH AGREEMENTS, DOCUMENTS, AMENDMENTS OR SUPPLEMENTS TO THE RESTRICTIONS WHICH MAY BE REQUIRED BY ANY INSTITUTIONAL OR GOVERNMENTAL LENDER, PURCHASER, INSURER OR GUARANTOR OF MORTGAGE LOANS (INCLUDING, FOR EXAMPLE, THE FEDERAL HOME LOAN MORTGAGE CORPORATION) DESIGNATED BY DECLARANT OR BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY HAVING REGULATORY JURISDICTION OVER THE COMMON AREA OR BY ANY TITLE INSURANCE COMPANY SELECTED BY DECLARANT TO INSURE TITLE TO ANY PORTION OF THE COMMON AREA.

## **ARTICLE 5 DEVELOPMENT RIGHTS**

**5.1 DEVELOPMENT BY DECLARANT.** IT IS CONTEMPLATED THAT THE PROPERTY WILL BE DEVELOPED PURSUANT TO A PLAN, WHICH MAY, FROM TIME TO TIME, BE AMENDED OR MODIFIED. DECLARANT RESERVES THE RIGHT, BUT WILL NOT BE OBLIGATED, TO CREATE AND/OR DESIGNATE LOTS AND COMMON AREAS AND TO SUBDIVIDE WITH RESPECT TO ANY OF THE PROPERTY PURSUANT TO THE TERMS OF THIS SECTION, SUBJECT TO ANY LIMITATIONS IMPOSED ON PORTIONS OF THE PROPERTY BY ANY APPLICABLE PLAT. THESE RIGHTS MAY BE EXERCISED WITH RESPECT TO ANY PORTIONS OF THE PROPERTY. AS EACH AREA IS DEVELOPED OR DEDICATED, DECLARANT MAY DESIGNATE THE USE, CLASSIFICATION AND SUCH ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS AS DECLARANT MAY DEEM APPROPRIATE FOR THAT AREA.

**5.2 SPECIAL DECLARANT RIGHTS.** NOTWITHSTANDING ANY PROVISION OF THIS DECLARATION TO THE CONTRARY, AT ALL TIMES, DECLARANT WILL HAVE THE RIGHT AND PRIVILEGE: (I) TO ERECT AND MAINTAIN ADVERTISING SIGNS (ILLUMINATED OR NON-ILLUMINATED), SALES FLAGS, OTHER SALES DEVICES AND BANNERS FOR THE PURPOSE OF AIDING THE SALE OF LOTS IN THE PROPERTY; (II) TO MAINTAIN IMPROVEMENTS UPON LOTS AS SALES, MODEL, MANAGEMENT, BUSINESS AND CONSTRUCTION OFFICES; AND (III) TO MAINTAIN AND LOCATE CONSTRUCTION TRAILERS AND CONSTRUCTION TOOLS AND EQUIPMENT WITHIN THE PROPERTY. THE CONSTRUCTION, PLACEMENT OR MAINTENANCE OF IMPROVEMENTS BY DECLARANT WILL NOT BE CONSIDERED A NUISANCE, AND DECLARANT HEREBY RESERVES THE

RIGHT AND PRIVILEGE FOR ITSELF TO CONDUCT THE ACTIVITIES ENUMERATED IN THIS SECTION UNTIL ALL LOTS ARE SOLD OR DEVELOPED.

**5.3 ADDITION OF LAND.** DECLARANT MAY, AT ANY TIME AND FROM TIME TO TIME, ADD ADDITIONAL LANDS TO THE PROPERTY. UPON THE FILING OF A NOTICE OF ADDITION OF LAND, SUCH LAND WILL BE CONSIDERED PART OF THE PROPERTY FOR PURPOSES OF THIS DECLARATION, AND SUCH ADDED LANDS WILL BE CONSIDERED PART OF THE PROPERTY SUBJECT TO THIS DECLARATION AND THE TERMS, COVENANTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS SET FORTH IN THIS DECLARATION, AND THE RIGHTS, PRIVILEGES, DUTIES AND LIABILITIES OF THE PERSONS SUBJECT TO THIS DECLARATION WILL BE THE SAME WITH RESPECT TO SUCH ADDED LAND AS WITH RESPECT TO THE LANDS ORIGINALLY COVERED BY THIS DECLARATION. TO ADD LANDS TO THE PROPERTY, DECLARANT WILL BE REQUIRED ONLY TO RECORD A NOTICE OF ADDITION OF LAND CONTAINING THE FOLLOWING PROVISIONS:

(A) A REFERENCE TO THIS DECLARATION, WHICH REFERENCE WILL STATE THE VOLUME AND INITIAL PAGE NUMBER OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY WHEREIN THIS DECLARATION IS RECORDED;

(B) A STATEMENT THAT SUCH LAND WILL BE CONSIDERED PROPERTY FOR PURPOSES OF THIS DECLARATION, AND THAT ALL OF THE TERMS, COVENANTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF THIS DECLARATION WILL APPLY TO THE ADDED LAND; AND

(C) A LEGAL DESCRIPTION OF THE ADDED LAND.

**5.4 WITHDRAWAL OF LAND.** DECLARANT MAY, AT ANY TIME AND FROM TIME TO TIME, REDUCE OR WITHDRAW FROM THE PROPERTY, AND REMOVE AND EXCLUDE FROM THE BURDEN OF THIS DECLARATION AND THE ANY PORTION OF THE PROPERTY. UPON ANY SUCH WITHDRAWAL AND RENEWAL THIS DECLARATION AND THE COVENANTS CONDITIONS, RESTRICTIONS AND OBLIGATIONS SET FORTH HEREIN WILL NO LONGER APPLY TO THE PORTION OF THE PROPERTY WITHDRAWN. TO WITHDRAW LANDS FROM THE PROPERTY HEREUNDER, DECLARANT WILL BE REQUIRED ONLY TO RECORD A NOTICE OF WITHDRAWAL OF LAND CONTAINING THE FOLLOWING PROVISIONS:

(A) A REFERENCE TO THIS DECLARATION, WHICH REFERENCE WILL STATE THE VOLUME AND INITIAL PAGE NUMBER OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY WHEREIN THIS DECLARATION IS RECORDED;

(B) A STATEMENT THAT THE PROVISIONS OF THIS DECLARATION WILL NO LONGER APPLY TO THE WITHDRAWN LAND; AND

(C) A LEGAL DESCRIPTION OF THE WITHDRAWN LAND.

**5.5 ASSIGNMENT OF DECLARANT'S RIGHTS.** NOTWITHSTANDING ANY PROVISION IN THIS DECLARATION TO THE CONTRARY, DECLARANT MAY, BY WRITTEN INSTRUMENT, ASSIGN, IN WHOLE OR IN PART, ANY OF ITS PRIVILEGES, EXEMPTIONS, RIGHTS AND DUTIES UNDER THIS DECLARATION TO ANY PERSON OR ENTITY AND MAY PERMIT THE PARTICIPATION, IN WHOLE, IN PART, EXCLUSIVELY, OR NON-EXCLUSIVELY, BY ANY OTHER PERSON OR ENTITY IN ANY OF ITS PRIVILEGES, EXEMPTIONS, RIGHTS AND DUTIES HEREUNDER.