

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS FOR THE ALEDO RIVER PHASE I SUBDIVISION**

This Declaration of Covenants, Conditions, Restrictions and Easements for the ALEDO RIVER PHASE I SUBDIVISION (this "**Declaration**") is made to be effective as of the date recorded in the Official Public Records of Parker County, Texas by Westbrook Project Management, L.L.C., a Texas limited liability company ("**Declarant**").

BACKGROUND

- A. Declarant owns the tract of land containing approximately 43.159 acres described on Exhibit "A" attached here to (the "**Land**"), and intends to develop a residential subdivision on the Land to be known as "Aledo River, Phase 1, Parker County" (the "**Subdivision**")
- B. With this Declaration, Declarant intends to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Lots within the Subdivision. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Subdivision. Declarant also desires to establish a property owners' association to assist with the administration, maintenance, preservation, use, and enjoyment of the Subdivision.

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes upon the Subdivision the following covenants, restrictions, easements, conditions, stipulations, and reservations (collectively, the "**Restrictions**"). These Restrictions are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision. This Declaration is intended to complement the Association's Bylaws (defined below) and the Association's Policies and Guidelines (defined below), and as such the same are hereby incorporated herein by reference.

**ARTICLE 1
DEFINITIONS**

Certain words or terms used in this Declaration are defined below.

Assessments: The Annual Assessments, Special Assessments, Member Charges, late charges, interest, collection costs, and any other payments owing by a Member under this Declaration or the other HOA Documents.

Association: Aledo River Phase I Homeowners' Association, Inc., a Texas non-profit corporation.

Board of Directors: The Board of Directors of the Association, which totals three (3) pursuant to the certificate of formation of the Association.

Builder: A person or entity regularly engaged in the on-going business of constructing single-family residences for sale to an Owner or constructing single-family residences for an Owner of a Lot.

Bylaws: The Bylaws of the Association attached hereto as Exhibit "B" and as amended from time to time.

City: The City of Aledo, Parker County, Texas.

Common Property: The entry monuments and video security cameras for the Subdivision located on Lots 1, 2, 15, and 19, in the "Monument Areas" as reflected on Exhibit "C" attached hereto, or as otherwise constructed or placed on a Lot by the Declarant prior to the Lot being sold to an Owner, and for which the Association shall have an easement for the placement, maintenance, beautification, repair, and replacement of same. Common Property shall additionally mean other property designated by Declarant as intended for the common use and enjoyment of the Owners, together with all improvements now or subsequently located on those portions of the Land, and areas for which the Association is responsible to maintain.

County: Parker County, Texas.

Declarant: The entity named as "Declarant" on the first page of this Declaration and that entity's successors and assigns

Declarant Control Period: The period of time beginning on the date this Declaration is recorded in the Real Property Records of Parker County, Texas and ending at the earlier of (i) Declarant files a Relinquishment of Declarant's right in the Official Public Records of Parker County, Texas or (ii) five (5) years after Declarant no longer owns a Lot in the Subdivision and five (5) years after Declarant no longer owns a Lot in any property added to the Subdivision by the Declarant.

Declaration: This Declaration of Covenants, Conditions, Restrictions and Easements, as it may be amended from time to time.

Design Guidelines: The standards, restrictions, guidelines, recommendations, and specifications applicable to aspects of construction, placement, location, alteration, maintenance, and design of any improvements to or within the Subdivision provided in this Declaration, including the other HOA Documents, as they may be amended or supplemented from time to time.

Development Period: The period of time beginning on the date this Declaration is recorded in the Official Public Records of Parker County, Texas, and ending on the earlier to occur of (i) five (5) years after the date that Declarant no longer owns a Lot in the Subdivision and five (5) years after Declarant no longer owns a Lot in any property added to the Subdivision by the Declarant, or (ii) the date the Declarant records a document in the Official Public Records of Parker County, Texas specifying that the Development Period has terminated.

Fiscal Year: January 1 to December 31 of each calendar year.

Governmental Requirements: All applicable federal, state or local laws, ordinances and regulations.

HOA Documents: This Declaration, the Certificate of Formation, Bylaws, and Policies and Guidelines for the Association, as they may be amended from time to time.

Land: The land described in Exhibit "A" attached to this Declaration located in the Extra Territorial Jurisdiction of the City, together with any additional land annexed into the Subdivision and less any land removed from the Subdivision from time to time.

Lot: Each separately identifiable Lot in the Subdivision as identified on the Plat, but excluding any Common Property thereon, which shall be the responsibility of the Association.

Member: Each Owner, in the Owner's capacity as a Member of the Association.

Member Charges: The fines, costs, and other expenses incurred by the Association as described in Section 6.7.

Member-Elected Director Positions: The number of Director positions to be elected by the Class A Members are (i) during the Declarant Control Period is zero, provided that on or the 120th day after the date seventy-five percent (75%) of the Lots that may be created and made subject to this Declaration are conveyed to Owners other than Declarant or a Builder in the business of constructing homes who purchased the Lots from Declarant for the purpose of selling completed homes built on the Lots, at least one-third (1/3) of the Board must be elected by Owners other than Declarant, and (ii) after the Declarant Control Period ends, is all of the Director positions.

Owner: The holder(s) of record fee simple title to a Lot

Plat: The Plat of the Subdivision recorded in Cabinet F, Slide 231 of the Plat Records of Parker County, Texas and recorded on May 10, 2022 as Document Number 202217949 of the Official Real Property Records of Parker County, Texas, and as it may be amended from time to time.

Policies and Guidelines: The policies, guidelines, rules, and regulations of the Association, as they may be amended from time to time.

Residence: A single family residential dwelling constructed, or to be constructed, used as a dwelling by a Single Family.

Resident: Each (a) Owner of the fee simple title to any Lot; (b) individual residing on a Lot who is a bona-fide tenant under a written lease agreement with an Owner; and (c) individuals lawfully domiciled in a Residence other than an Owner or bona-fide tenant.

Restrictions: The restrictions, covenants, easements, conditions, charges, and liens set out in the Declaration, as they may be amended from time to time.

Single Family: Shall have the following meaning: (i) a group of individuals related by blood, adoption, or marriage, (ii) any caregiver employed by an Owner who resides at the Residence on a full or part time basis, (iii) other relatives of the Owner if living with the Owner, (iv) two unrelated persons living together as one (1) housekeeping unit, provided that it is clear that their collective intention is to live together permanently, or (v) two (2) unrelated persons who are joint owners of the Residence.

Structure: Any permanent or temporary building, residence, structure, sign, garage, barn, porch, shed, trash receptacle, covered or uncovered patio, swimming pool, play apparatus, curbing, paving, wall, tree or hedge more than two feet in height, or other improvement to any Lot

ARTICLE 2

DECLARATION & PURPOSE

2.1 **Declaration.** Declarant declares that the Subdivision is subject to this Declaration, the Restrictions herein, and the other HOA documents. Each Lot will be owned, held, transferred, sold, conveyed, mortgaged, occupied, and enjoyed subject to the Restrictions. Each Owner will acquire title to a Lot subject to, and must comply with, the terms of the HOA Documents. Each Owner must pay the Assessments imposed from time to time by the Association on the Lots owned by that Owner. This Declaration and the Restrictions run with the land and are binding on all current and future Owners and any other parties having or acquiring any right, title, or interest in any part of the Subdivision. The rights created under this Declaration inure to the benefit of Declarant, the Association, and each Owner and their respective heirs, legal representatives, successors, and assigns. The rights and powers of Declarant will not pass to any purchaser of a Lot or other interest in the Subdivision from Declarant, but only through a transfer of rights and powers in a written agreement signed by Declarant. However, Declarant's rights herein shall pass to the Association without any further action by Declarant upon expiration of the Development Period.

2.2 **Purpose; Development Period.** Declarant is executing and recording this Declaration for the purposes described herein. Declarant retains the right to facilitate the development, construction, and marketing of the Subdivision and the right to direct the size, shape, and composition of the Subdivision during the Development Period. Declarant intends to initially create a total of up to nineteen (19) residential Lots and related Common Property in the Subdivision that will be made subject to the Declaration. Thereafter, Declarant intends to increase the size and composition of the Subdivision with additional real property to be known as Aledo River Phase II, which will be subject to the HOA Documents with each Owner being a Member.

ARTICLE 3

COMMON PROPERTY

3.1 **Conveyance of Common Property.** Other than the Common Property as defined in Article I herein that will be property of and the responsibility of the Association upon construction and/or installation, Declarant may, from time to time, transfer or convey, improvements, easements, or other property interests to the Association for the common use and enjoyment of the

Owners, but Declarant is under no duty to do so. Other than the Common Property as defined in Article I herein, notwithstanding any legal presumption to the contrary, the fee title to, and all rights in any portion of the Subdivision owned by Declarant and designated as Common Property on the Plat, if any, or designated for public use, is reserved to Declarant until conveyed to the Association or to any municipality or other governmental body, agency, or authority.

3.2 **Right to Use.** Each Owner has a non-exclusive right and easement of ingress and egress, use and enjoyment in and to the Common Property which is appurtenant to and passes with the title to each Lot. An Owner may not transfer the right and easement except as part of the conveyance of a Lot. The right and easement of an Owner described in this Section is subject and subordinate to the rights of the Association described in Article I.

3.3 **Rights of the Association.**

- (a) The Board of Directors may promulgate rules and regulations relating to the use, operation, and maintenance of the Common Property. Each Owner, by acceptance of a deed to a Lot, acknowledges and agrees that the use, enjoyment, and marketability of the Lot may be affected by this provision and that the rules and regulations may change from time to time. The Board of Directors has the authority to enforce the rules and regulations by all appropriate means. An Owner found to have violated the rules and regulations will be liable to the Association for all Member Charges, including reasonable attorneys' fees, resulting from the violation of the rules and regulations by that Owner, or any Resident of a Lot owned by that Owner;
- (b) The Board of Directors may borrow money for the purpose of carrying out the activities of the Association, including but not limited to the acquisition, construction, improvement, equipping, and maintenance of the Common Property, and in aid thereof to encumber by deed of trust, mortgage, or other security interest any or all of the Association's property including the Common Property and revenues from Assessments and other sources; provided, however, that (i) the Association may not grant or convey to anyone any mortgage, deed of trust, or other security interest on or in the Common Property without approval by Owners other than Declarant of at least two-thirds (2/3) of all Lots, and (ii) during Development Period such grant or conveyance will require the approval of Declarant;
- (c) The Board of Directors may grant easements over the Common Property to any entity including but not limited to any municipality or other governmental body, agency or authority, any quasi-public agency, or any utility company or cable television system;
- (d) The Board of Directors may dedicate or transfer all or any part of the Common Property or interests therein to any governmental authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association's Board and such grantee, including a provision that such governmental authority agrees to maintain the Common Property in the condition that exists at the time of conveyance, or in the condition specified by Declarant or the Association.;

- (e) The Board of Directors may sell, lease, or otherwise convey all or any part of the Common Property; provided, however that any sale, lease, or other conveyance of any of the Common Property that is not covered by subparagraph (d) above will (i) require approval by Owners other than Declarant that own at least two-thirds (2/3) of all Lots, and (ii) during the Development Period require the approval of Declarant.

3.4 **Maintenance and Common Expenses.** The Association (and not any individual Owner) is obligated to maintain the Common Property, including but not limited to all landscaping and improvements located on the Common Property; provided, however, the Owner of a Lot is responsible for maintaining the monument easement area on the Lot surrounding the Common Property. The Association is responsible for all utility charges incurred because of accent lights, sprinkler systems, or other equipment that are installed on or about the Common Property, and will pay all insurance premiums attributable to or connected with any portion of the Common Property.

3.5 **Damage.** Each Owner is liable to the Association for any damage to any portion of the Common Property caused by the Owner, the Owner's Resident, or any invitees thereof. No Owner may permit anything to be done on or in the Common Property which would violate any Governmental Requirement or which would result in the cancellation of or the increase of premiums for any insurance carried by the Association.

3.6 **Rights of Declarant.** Declarant reserves the right to use portions of the Common Property for business matters directly and indirectly related to the development of the Subdivision and sale of the Lots.

ARTICLE 4 **ASSOCIATION MEMBERSHIP AND RIGHTS**

4.1 **The Association and Membership.** The Association has been established to provide a mechanism to maintain the Common Property, enforce the Restrictions and the other HOA Documents, and provide the benefits of a property owners' association. Every Owner of a Lot will automatically be a Member of the Association, and no Owner may elect not to be a Member. No Owner may transfer, pledge, or alienate the Owner's membership in the Association in any way except upon the sale or encumbrance of the Owner's Lot, and then only to the purchaser or mortgagee of the Lot.

4.2 **Voting Rights.** Subject to Section 209.00591 of the Texas Property Code as described in the definition of "Member-Elected Director Positions" in Article I, the Association has two (2) classes of Members during the Declarant Control Period:

Class A: Each Member (other than Declarant) is a Class A Member and is entitled to cast one (1) vote for each Lot owned by that Member. If a Lot is owned by more than one (1) Member, the Members must agree between themselves as to how to cast the one (1) vote for their Lot.

Class B: Declarant is the sole Class B Member and is entitled to cast fifty (50) votes for each Lot owned by Declarant. The Class B Membership will cease upon the expiration of the Declarant Control Period.

4.3 **Notice Of Election Or Association Vote.**

Not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of an election or vote of the Association, the Association shall give written notice of the election or vote to each Owner of a Lot for an Association wide election or vote.

4.4 **Recount Of Votes.**

(a) Within 15 days of the day of the meeting when the election was held, an Owner may require a recount if the request is submitted in writing either by certified mail or by USPS with signature confirmation to the address in the management certificate or in person to the managing agent as reflected in the management certificate or to the address where the proxies are mailed. At the Owner's expense, the Association shall retain the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who is not a member of the Association or related to a Director within the third degree of consanguinity or affinity, and is a current or former County Judge, County Elections Administrator, Justice of the Peace, or County Voter Registrar; or a person agreed on by the Association and persons requesting the recount. The recount must be performed on or before the thirtieth (30th) day after the date of receipt of the request and payment for the recount. If the recount changes the result of the election then the Association has to reimburse the Owner for the costs of the recount. The Association shall provide the results of the recount to each Owner that requested the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

4.5 **Ballots.**

Any vote cast in an election or vote by a Member must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association wide election, written and signed ballots are not required for an uncontested race.

4.6 **Right To Vote.**

An provision in the HOA Document that disqualifies an Owner from voting in the election of Directors or any matter concerning the rights or responsibilities of the Owner is void.

4.7 **Voting: Quorum.**

The voting rights of an Owner can be cast in the following manner: in person or by proxy at a meeting of the Association, by absentee ballot, or by electronic ballot. Absentee or electron ballots may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot, may not be counted if the Owner attends the meeting to vote in person, and may not be counted on the final vote of a proposal if the motion was amended

at the meeting to be different from the exact language on the absentee or election ballot. Solicitation for votes by absentee ballot must include an absentee ballot that contains each proposed action with the opportunity to vote for or against each proposal, with the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail." Electronic ballot means a ballot given by email, facsimile, or posting on an internet website, for which the identity of the Owner submitting the ballot can be confirmed; and the Owner can receive a receipt of the electronic transmission and receipt of the ballot and if the electronic ballot is posted on an internet website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website. All ballots shall be secret, and the Association must take measures to reasonably ensure that a Member cannot cast more votes than the Member is eligible to cast in an election or vote, and the Association counts every vote cast by a Member that is eligible to cast a vote.

4.8 Tabulation Of And Access To Ballots.

A person who is a candidate in an Association election, or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election or vote. This person or a person besides the one who tabulated the votes may be given access to the ballots cast in the election or vote as part of a recount process that is authorized by law. A person, other than a person described above may tabulate votes in an Association election or vote, but may not disclose to any other person how an individual voted.

4.9 Virtual Association Meetings. The Association shall provide the Members with the option to attend Association meetings virtually in a secure manner where the Members may hear and see the meetings proceedings and be heard when recognized. A Member is considered present for an Association meeting when logged into the virtual meeting, whether the Member can be seen or not.

4.10 Jenkins Road Property Owners' Association, Inc. All Members shall have the right to access and utilize the Jenkins Traffic Safety Gate located on Jenkins Road near the Subdivision pursuant to the "Term of Use" of the Jenkins Road Property Owners' Association, Inc. (the "**Jenkins Road POA**"), its license with the Town of Annetta North, and pursuant to the letter agreement between the Jenkins Road POA and Westbrook Companies dated October 5, 2021. If a Members desires such access, the annual fees for same shall be collected by the Association, and the Association shall administer and coordinate the Members registration and access with the Jenkins Road POA.

4.11 Other Provisions. Other provisions related to Membership voting are set forth in the Bylaws and the Policies and Guidelines adopted by the Board of Directors from time to time.

ARTICLE 5
BOARD OF DIRECTORS

5.1 **Powers and Duties of Board of Directors**: The Board of Directors, on behalf of the Association and for the benefit of the Members, has the following general rights, powers, and duties, in addition to the specific powers and duties provided for in this Declaration and the Bylaws:

- (a) The right to borrow funds to pay operating expenses;
- (b) The right to enter into contracts, maintain one (1) or more bank accounts, and generally to have all the powers necessary or incidental to the operation and management of the Association and the Subdivision;
- (c) The right to protect or defend the Common Property from loss or damage by suit or otherwise, and to provide adequate reserve for maintenance and replacements;
- (d) The right and duty to obtain insurance and to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property, and, if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;
- (e) The right to enforce the Restrictions and any rules made under this Declaration, the Bylaws, or the Policies and Guidelines, and to enjoin and seek damages from any Member for violations of the same;
- (f) The right and duty to collect all Assessments and the right to enforce all Member Charges and penalties for non-payment including the filing of lien affidavits and institution of legal proceedings;
- (g) The right to establish a monetary "fines" system which includes due process hearings (outlined in the Policies and Guidelines and in conformity with Chapter 209 of the Texas Property Code) and a discretionary range of fine amounts, which, when levied, constitutes a permitted Member Charge secured by the Assessment Lien established in Section 6.1 below;
- (h) The right to establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses; and
- (i) The right to install one (1) or more video security cameras within each of the "Monument Areas" as reflected on Exhibit "C" attached hereto.

5.2 **Maintenance Fund**. The Board of Directors will establish and maintain a maintenance fund into which the collected Assessments will be deposited, and which will be used to pay the expenses of the Association. These expenses may include, without limitation, (a) taxes and assessments assessed against the Common Property; (b) costs of improving, maintaining, repairing, and enhancing the Common Property; (c) the services of a Managing Agent or other personnel to the extent deemed advisable by the Board of Directors; (d) legal and accounting services; (e) policies of insurance insuring the Common Property, the Association, and its directors, committee members, and officers against any liability incident to the operation of the Association or the Subdivision; (f) fidelity bonds as maybe required by the Bylaws or as the Board of Directors may determine to be advisable; and (g) any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, or alterations which the Board of Directors believes is necessary or proper for the operation of the Association or the enforcement of this Declaration.

5.3 **Control by Declarant.** Subject to Section 209.00591 of the Texas Property Code, Declarant retains the right to appoint and remove any member of the Board of Directors, all officers of the Association, and the Architectural Control Committee during the Declarant Control Period, and after the expiration of the Declarant Control Period, the Class A Members of the Association have the right to elect the Directors, who will then appoint the officers.

ARTICLE 6 **ASSESSMENTS**

6.1 **Obligation to Pay Assessments.** Each Owner of a Lot, jointly and severally, by acceptance of a deed to a Lot, whether or not it is expressed in any deed or other conveyance, will be deemed to covenant and agree to pay all Assessments to the Association, including, without limitation, (a) Annual Assessments; (b) Special Assessments to be fixed, established, and collected from time to time as provided below; and (c) Member Charges levied against individual Owners and Lots. The Assessments are a charge on the land, and a lien is reserved and created against each Lot to secure the payment of all Assessments assessed against that Lot (the "**Assessment Lien**"). All Assessments against a Lot are the personal obligation of the Owner of the applicable Lot at the time the Assessment became due. Each Owner is directly liable and responsible for the acts, conduct, and omissions of each and every Member, Resident, and invitee thereof associated with the Residence on the Owner's Lot. Notwithstanding anything to the contrary contained in this Declaration, Declarant is exempt from the obligation to pay any Assessments on any Lot owned by Declarant.

6.2 **Purpose of Assessments.** The Assessments levied by the Association will be used for the purpose of promoting the comfort, recreation, health, safety, convenience, welfare, and quality of life of the Residents and Members, and in particular, for the improvement, maintenance, and operation of the Common Property, and the use and enjoyment of the Subdivision by the Members. The Assessments may also be used for expenses incurred by the Association to perform its functions described in or contemplated by this Declaration, to enforce the Restrictions contained in this Declaration, the payment of operating costs and expenses of the Association, including without limitation any ad valorem real and personal property taxes on any real or personal property owned by the Association, and the payment of all principal and interest when due on all debts owed by the Association.

6.3 **Accumulation of Funds Permitted.** The Association is not obligated to spend in any Fiscal Year all sums collected in that year by way of Annual Assessments, Special Assessments, or Member Charges, and may carry forward, as surplus, any balances remaining. The Association is not obligated to apply any surplus to the reduction of the rate of the Assessments in any succeeding year, but may carry forward from year to year any surplus the Board of Directors deems to be desirable for the greater financial security of the Association and the effectuation of its purposes.

6.4 **Annual Assessments.** Annual Assessments for both improved and unimproved Lots will be determined by the Board of Directors in the manner provided for in this Declaration after determination of current maintenance costs and anticipated needs of the Association during the

Fiscal Year for which the Assessment is being made. The maximum Annual Assessment may be adjusted by a majority vote of the Board of Directors, but may not be increased more than twenty percent (20%) above the prior year's Annual Assessment rate without the approval of the Owners holding at least two-thirds (2/3) of all votes of the Members in attendance (either in person or by proxy) at an annual or special meeting of the Members held in accordance with the provisions of the Bylaws.

6.5 **Rate of Assessment.** Both Annual Assessments and Special Assessments must be fixed by the Board of Directors at a uniform rate for all Lots. The initial Annual Assessment will be \$900.00 per year per Lot.

6.6 **Special Assessments.** The Association may levy, in any fiscal Year, a Special Assessment on each Lot for the purpose of: (a) defraying, in whole or in part, the cost of any maintenance, construction, reconstruction, repair, or replacement of a capital improvement on or which is a part of the Common Property; (b) responding to any unusual emergency needs of the Association as exists from time to time; and/or (c) for such other lawful purpose related to the use of the Subdivision as the Board of Directors determines. The Board of Directors retains the right to levy Special Assessments without the approval of the Owners, so long as the Special Assessments in a Fiscal Year do not, in the aggregate, exceed an amount equal to the Annual Assessment then in effect. Special Assessments exceeding that amount require the approval of two-thirds (2/3) of those Owners in attendance (either in person or by proxy) at an annual or special meeting of the Members held in accordance with the provisions of the Bylaws. In addition, a Special Assessment will be imposed on the purchaser or transferee of a Lot each time fee title to a Lot is transferred, with that Special Assessment being \$375.00 to assemble, copy, and deliver the information required by Section 207.003 of the Texas Property Code.

6.7 **Member Charge(s).** In addition to Annual Assessments and Special Assessments, and after complying with Section 209.006 of the Texas Property Code, the Association, by the majority vote of the Board of Directors, may impose a Member Charge or Member Charges upon any Owner, including fining the Owner to promote compliance and reimbursing the Association for all direct and indirect costs incurred by the Association, including, without limitation, reasonable attorneys' fees and other collection costs, due to a violation of this Declaration or the Policies and Guidelines by the Owner, the Owner's, Resident, or any invitee thereof thereof associated with the Residence on the Owner's Lot. Before the Member Charge is assessed, the Board of Directors will comply with the provisions of the Policies and Guidelines.

6.8 **Due Dates.** Annual Assessments may be payable either on an annual, quarterly, monthly or other periodic basis as determined by the Board of Directors, and will become due and payable on the date(s) determined by the Board of Directors. The Board of Directors will use reasonable efforts to provide each Owner with an invoice statement of the appropriate amount due, but any failure to provide a statement will not relieve any Owner of the obligation. Special Assessments will be due and payable on the date fixed in the resolution authorizing the Assessment. Member Charges are due and payable within thirty (30) days after the Owner is served the notice of the Member Charge; provided, however that if the Owner requests a hearing in accordance with the provisions of the Policies and Guidelines, the Member Charge will be due and payable within five (5) days of the conclusion of the hearing if the Member Charge is upheld.

Provisions specifying due dates, interest rates, late charges, collection costs, and other matters relating to Assessments may be set forth in the Policies and Guidelines adopted by the Board of Directors from time to time.

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

6.10 **Certificate of Payment**. Upon written demand by an Owner, the Association will within a reasonable period of time issue and furnish to the Owner a written resale certificate stating that all Assessments (including penalties, interest, and costs, if any) have been paid with respect to any Lot owned by that Owner as of the date of the certificate. The certificate will be conclusive evidence of payment of any Assessment stated to have been paid. The Association may make a reasonable charge for the issuance of the certificate not to exceed \$75 to prepare and deliver the Association resale certificate

6.11 **Resale Certificates**. Notwithstanding Section 6.10 herein, the Association shall comply with Section 207.003 of the Texas Property Code when an Owner or an Owner's agent, a purchaser of a Lot in the Subdivision, the purchaser's agent, or a title insurance company or its agent acting on behalf of the Owner or purchaser makes the request for the applicable information.

ARTICLE 7 **ENFORCEMENT**

7.1 **Right of Enforcement**. This Declaration, the Bylaws, and the Policies and Guidelines inure to the benefit of and is enforceable by Declarant, the Association, each Owner, and each of their respective heirs, legal representatives, successors, and assigns. Declarant, the Association, and each Owner additionally has the right to enforce this Declaration, the Bylaws, and the Policies and Guidelines pursuant to any applicable law, including but not limited to the Texas Residential Property Owners Protection Act, being Sections 209.001 et. Seq. of the Texas Property Code.

7.2 **Acts of Enforcement**. The Association may enforce any violation or breach of this Declaration, the Bylaws, or the Policies and Guidelines by exercising certain remedies, including by not limited to:

- (a) filing a suit against an Owner, including a suit to collect an Assessment or to foreclose under an Assessment Lien;
- (b) charging an Owner for property damage to Common Property;
- (c) levying a fine for a violation of this Declaration, the Bylaws, or the Policies and Guidelines; or
- (d) entering any part of the Subdivision to remedy the breach or violation of the same (collectively, "**Acts of Enforcement**"). Prior to exercising any Acts of Enforcement, the Association will comply with the provisions of the Policies and

Guidelines. The costs of exercising any Acts of Enforcement (including collection costs, attorneys' fees recoverable to Section 290.008 of the Texas Property Code, and interest calculated at the rate set forth in the Policies and Guidelines adopted by the Board of Directors from time to time) are a Member Charge on the land secured by a continuing lien on the violating Owner's Lot (the "**Enforcement Lien**"). Those costs are also the personal obligation of that Owner.

7.3 **Foreclosure of Liens.** In addition to the right of the Association to bring an action against an Owner personally for the collection of Assessments and enforcement costs as debts, the Association retains the right to enforce any Assessment Lien or Enforcement Lien (collectively, the "**CCR Liens**") against an Owner by expedited judicial foreclosure. Any foreclosure action brought must comply with the requirements of applicable law, including but not limited to Texas Property Code Sections 209.0092, 209.010, and 209.011. Notwithstanding anything contained in this Declaration to the contrary, the Association may not foreclose on a CCR Lien if the debt securing the lien consists solely of:

- (a) fines assessed by the Association;
- (b) attorneys' fees incurred by the Association solely associated with fines assessed by the Association; or
- (c) amounts added to an Owner's account as an Assessment under the Records Production and Copying Policy.

7.4 **Notice and Opportunity to Cure.** Prior to foreclosing under the CCR Liens, the Association will:

- (a) provide written notice of the total amount of the delinquency giving rise to the foreclosure to any other lien holder of record on the Lot whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and
- (b) provides the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the Association mails the notice.
- (c) notice under this Section must be sent by certified mail to the address for the lienholder shown in the deed records relating to the Lot that is subject to the CCR Liens.

7.5 **Subordination of Liens.** Except as provided below, the CCR Liens are superior to any and all other charges, liens, or encumbrances arising after the effective date of this Declaration. The CCR Liens will be subordinate to the lien of any bona-fide mortgage now or hereafter placed upon a Lot and the liens for taxes or other public charges which are superior by applicable law. The subordination of the CCR Liens applies only to the Assessments or enforcement costs which have become due and payable prior to the sale or transfer of that Lot pursuant to a decree of expedited judicial foreclosure. The sale or transfer will not relieve the then Owner of the Lot from liability for any Assessment or enforcement cost there after due, nor from the CCR Liens of any subsequent Assessment or enforcement cost.

7.6 **Actions and Injunctions.** If any Owner, Resident, or invitee thereof violates or attempts to violate this Declaration, the Association or any Owner has the right to prosecute any

proceedings against the person or persons violating or attempting to violate any Restrictions. The failure of any Owner, Resident, or invitee thereof to comply with any Restriction will result in irreparable damage to the Association and other Members; thus, the breach of any provision of this Declaration will not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. If an action to enforce the terms of this Declaration or prohibit violations of the Restrictions is filed and the party bringing the action prevails, then in addition to any other remedy provided in this Declaration or provided by law, that prevailing party will be entitled to recover court costs and reasonable attorney's fees.

7.7 Cure by Association. Each Owner agrees that the Association has an easement and the right to enter upon any Lot on which a violation of a Governmental Requirement or Restriction exists for the purpose of curing any violation, provided that (except in cases of emergency) the Owner has been given five (5) days prior written notice and has failed to remedy the complained of violation within that time. The Association, or its agent, also has the right (upon like notice and conditions), to trim or prune, at the expense of the Owner, any hedge, tree, or any other planting that, in the opinion of the Association, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, is dangerous or is unattractive in appearance. Each Owner will indemnify and hold harmless the Association from all cost and expense of that curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner with respect to the Owner's Lot or the Subdivision. This remedy is cumulative of all other remedies for violations of provisions of the Restrictions.

7.8 No Waiver. The failure of Declarant, the Board of Directors, the Association, or any Owner or their respective heirs, legal representatives, successors and assigns, to enforce any Restrictions contained in this Declaration shall not be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE 8 **EASEMENTS**

8.1 Platted Easements. Non-exclusive easements for installation and maintenance of utilities and drainage facilities are reserved on each Lot as shown on the Plat and/or Exhibit "D." No Structure, planting, or other material may be placed or permitted to remain within those easements which could damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in those easements. The easement areas on each Lot and all improvements in those areas must be maintained by the Owner of the Lot, except for improvements for which a public authority or utility company is responsible. Neither the Association, Declarant, nor any utility company using the easements will be liable for any damages done by them or their successors, assigns, agents, employees, contractors, subcontractors, or servants to any Structure, improvements, trees, shrubbery, flowers or other property of the Owner situated on the easement area.

8.2 **Easement for Construction.** Declarant, the Association, and all utility companies each have a right of ingress and egress across, over, and under the Subdivision for the purpose of installing, operating, replacing, repairing, maintaining, and removing all facilities for utilities, including, but not limited to water, sewer, telephone, internet, cable television, electricity, gas, and other utilities, as well as the appurtenances thereto. Declarant, the Association, and all utility companies have the right to remove any obstruction that may be placed in any easement that would constitute interference with the use of the easement or with the use, maintenance, operation, or installation of the utility.

8.3 **Easement for Enforcement.** The Association has a perpetual right of ingress and egress in, on, and over any part of the Subdivision for the purpose of remedying a violation of the Restrictions contained in this Declaration.

8.4 **Common Property Easements.** An easement is reserved across the Subdivision for the benefit of all police, fire protection, ambulance, garbage, and trash collector pickup vehicles and all similar persons to enter upon the Subdivision to perform their duties.

8.5 **Conveyance Subject to Easements.** Each Lot is conveyed subject to all easements, conditions, and reservations shown on the Plat, contained in this Declaration, and any Exhibit attached hereto. Each Owner must take notice of all of those easements, conditions, and reservations. No Owner may maintain any condition or improvements in any easement which may interfere with the intended use of the easement.

8.6 **Pipeline and Access Easements.** A perpetual easement for ingress and egress and for the installation, repair, maintenance, removal, and replacement of pipelines and other facilities is reserved across and under the public streets and the Common Property for the benefit of Declarant and each owner of a mineral interest in, on, or under the Subdivision and their respective tenants, contractors, and agents. Additionally, the subsurface of multiple Lots in the Subdivision are traversed by one (1) or more natural gas lines and are subject to the terms and conditions of the easement(s) related thereto, including the rights of ingress and egress as reflected in the easement recorded in Volume 1908, Page 999 of the Official Public Records of Parker County, Texas.

8.7 **Preservation Easements.** In order to maintain the natural conditions of the Subdivision and to protect the privacy of the other Lot Owners through natural screening, the Association reserves a preservation easement on each Lot as reflected on Exhibit "E" (individually, "**Preservation Easement**" and collectively the "**Preservation Easements**"). The Association is empowered to enforce the Preservation Easements and the Restriction related thereto in Section 10.8. Additionally, an Owner is empowered to enforce the Preservation Easements and the Restriction related thereto in Section 10.8 against any Owner of an adjoining or contiguous Lot if that Owner fails to obtain the approval of the Architectural Control Committee as required herein.

ARTICLE 9
ARCHITECTURAL REVIEW

9.1 Creation and Composition of Architectural Control Committee.

- (a) Declarant will designate and appoint an Architectural Control Committee consisting of an uneven number but not less than three (3) qualified individuals, which serve at the pleasure of Declarant. After the end of the Declarant Control Period, each member of the Architectural Control Committee will serve at the pleasure of the Board of Directors. All costs of operating the Architectural Control Committee will be borne by Declarant, or the end of the Declarant Control Period, the Association.
- (b) Each initial member of the Architectural Control Committee is appointed for a term expiring on the next-succeeding December 31. Thereafter, each member will be appointed for a calendar-year term. If any vacancy occurs in the membership of the Architectural Control Committee by reason of death, incapacity, resignation, or removal, the remaining members of the Architectural Control Committee may continue to act and the vacancy may be filled by Declarant or the Association, as applicable, at the earliest possible time. A member of the Architectural Control Committee may resign at any time by giving written notice of resignation to the Board and that resignation will take effect upon receipt thereof. A member of the Architectural Control Committee may also be removed at any time with or without cause by Declarant during the Declarant Control Period, or after termination of the Declarant Control Period by the Board.

9.2 Powers of Architectural Control Committee. In order to protect the overall integrity of the development of the Subdivision and value of all Lots and Structures, the Architectural Control Committee has full authority to:

- (a) approve and disapprove and control all construction, development, and improvement activities of any kind (including, without limitation, Structures, hardscape, and landscape) within the Subdivision;
- (b) to insure that all Structures are constructed in accordance with good workmanship-like manners and standard industry trade practices; and
- (c) to ensure that all Structures are architecturally, aesthetically, and ecologically designed to be compatible with Declarant's conceptual plan for the overall Subdivision.

9.3 Officers and Subcommittees. The Architectural Control Committee may appoint a Chairman from among their number and may appoint from their number any other officers and subcommittees as they determine necessary from time to time.

9.4 Submission of Plans. No Structure of any kind may be erected, placed, constructed, maintained, modified, or altered, no improvement may be made, no landscaping or hardscape may be installed on any Lot in the Subdivision, nor may any clearing or site work (including the removal

of trees with a diameter of more than 6" or 3' tall or any other vegetation more than 3' tall) be commenced, until a complete set of plans and specifications relating to that Structure, improvement, or activity has been formally submitted to and approved by the Architectural Control Committee. The plans and specifications relating to that Structure, improvement, or activity must be in writing and, to the extent applicable to the proposed Structure, improvement, or activity, must contain and include, but is not necessarily limited to, the following information:

- (a) floor plans, including finished floor and ground elevations;
- (b) exterior locations for any buildings, fences or other Structures (including locations of light poles, if applicable);
- (c) exterior lighting and locations;
- (d) landscaping and irrigation plans;
- (e) samples of exterior finish materials and color samples; and
- (f) any other plans, specifications or information deemed pertinent by the Architectural Control Committee.

Each Owner must also pay to the Association a design review fee, plan resubmission fee, or other charge as established from time to time by the Board of Directors as a condition for the review of any plans and specifications. Subject to change by the Board, the preliminary design review and the final design review shall be free of charge and the fee for subsequent reviews and resubmissions shall be \$250.00. Multiple issues may be combined into a single submission. The fee for the review shall, unless paid for the services of third-party professionals, be paid to the Association.

9.5 Plan Review. The Architectural Control Committee will review all plans and specifications and other information submitted for compliance with all the requirements of this Declaration and for the compatibility of any Structures and landscaping with the architectural, aesthetic and ecological goals of the Subdivision; it being the intent that those goals require that all Structures and landscaping be compatible with all other Structures and landscaping in the Subdivision and that they be in harmony with their natural surroundings. The Architectural Control Committee has full right and authority to utilize its sole discretion in approving or disapproving any plans and specifications submitted. If the Architectural Control Committee fails to approve submitted plans or fails to request additional information reasonably required within twenty-one (21) days after submission, the applicant will give the Architectural Control Committee written notice by certified mail, return receipt requested, of its failure to respond. Unless the Architectural Control Committee responds within ten (10) days of receipt of that notice, approval will be deemed granted.

9.6 Approval. The Architectural Control Committee may disapprove the construction or design of any Structure or the installation of any landscaping, including the removal of any trees or other natural vegetation, if the Architectural Control Committee believes either that approval would either result in a violation of this Declaration, or that disapproval is required to protect or preserve the continuity of design or value of the Subdivision or the serenity and natural beauty of any surroundings. Prior approvals and/or disapprovals of the Architectural Control Committee pertaining to any Structure or landscaping activities or regarding matters of design or aesthetics will not be deemed binding upon the Architectural Control Committee for later requests for

approval if the Architectural Control Committee feels that the repetition of those matters will have an adverse effect on the Subdivision. The Architectural Control Committee has the express power to construe and interpret this Declaration that may be capable of more than one construction.

9.7 **Right to Inspect.** During reasonable hours and with reasonable notice to the Owner, the Architectural Control Committee, the Board of Directors, or any agent thereof, has the right to enter upon and inspect any Lot, and the Residence thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and those persons will not be deemed guilty of trespass by reason of such entry.

9.8 **General.** The decision of the Architectural Control Committee will be final, conclusive and binding upon the applicant. The members of the Architectural Control Committee will be entitled to compensation for their services rendered pursuant to this Declaration in an amount as determined from time to time by the Board of Directors. Each member of the Architectural Control Committee will be entitled to reimbursement from the Association for reasonable out-of-pocket expenses incurred in performing the committee member's duties.

9.9 **No Liability.** Members of the Architectural Control Committee will not be liable to any person for any damage or injury arising out of their acts under this Declaration. All construction within the Subdivision is subject to the Design Guidelines and approval of any plans and specifications by the Architectural Control Committee does not insure or guarantee approval of such plans and specifications by the City.

9.10 **Design Guidelines.** The Architectural Control Committee may from time to time amend or modify any existing Design Guidelines, or promulgate and publish any new Design Guidelines. A copy of any amendments to the Design Guidelines or any new Design Guidelines will be furnished to Owners on request. The Design Guidelines supplement this Declaration, and may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design, and quality of Structures, landscaping and other improvements. The Design Guidelines may not be amended during the Development Period except by the Declarant, and after the end of the Development Period, the Design Guidelines may also be amended from time to time upon the affirmative vote of the Members of the Association holding at least sixty-seven percent (67%) of the total votes of all Members.

9.11 **Variiances.** The Architectural Control Committee may grant a variance from any and all requirements set out in this Declaration or in any Design Guidelines if good cause is shown for the variance and the Architectural Control Committee believes the variance will not materially affect the proper development of the Subdivision.

9.12 **Trimming And Pruning In The Preservation Easement.** Should an Owner desire to trim, prune, or remove any hedge, tree, or any other planting in the Preservation Easement, the Owner is required to submit plans to the Architectural Control Committee prior to beginning any work. Any submittal to trim, prune, or remove any tree with a diameter of eight inches (8") or more must be prepared by a certified arborist with an explanation as to why the proposed work is necessary, including but not limited to, the health of the plant.

ARTICLE 10
COVENANTS AND RESTRICTIONS

10.1 **Application.** The covenants and restrictions contained in this Article apply to all Lots and to all Structures erected or placed on any Lot.

10.2 **Restriction of Use.** No part of the Subdivision, or improvements thereon, shall be used for any purpose other than a Single Family Residence and appurtenant structures and improvements related thereto, and without limiting the foregoing, the construction of any duplex, triplex, quadplex apartment house, or other multi-tenant building is expressly prohibited.

No part of the Subdivision shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes. Wrecking and salvage yards and other similar businesses are specifically prohibited on any part of the Subdivision. This restriction does not prohibit an owner from using a Residence for personal business, or professional purposes, provided that:

- (a) such use is incidental to the Residence's residential use;
- (b) such use conforms to all applicable laws and ordinances;
- (c) there is no external evidence of such use, including, without limitation, external signage, excessive number of cars parked outside of the Residence, or the emission of odors;
- (d) there is no interference with any other Residence owner's use and enjoyment of the owner's property;
- (e) such use does not entail excessive deliveries to, or pickups from the Residence by the public, employees, suppliers, or clients, and
- (f) such use does not produce excessive noise not commonly found in a residential neighborhood.

Only Structures whose primary design and purpose is for Single Family residential purposes or accessory Structures whose purposes are consistent with and incidental to the residential use of the Residence and the Lot are permitted. All Residences, Structures, and other improvements erected, altered, or placed on a Lot must be of new construction. No structure shall be constructed unless the design meets with the requirements of the Design Guidelines and is approved by the Architectural Control Committee.

10.3 **Construction and Sales Trailers.** Notwithstanding the preceding Section, temporary construction trailers used solely in connection with and only during the period of the construction of a Structure of a Builder who is currently constructing a home within the Subdivision are permitted. The construction trailer must be located on the Lot on which the Residence is being constructed at a location approved by the Architectural Control Committee. Sales trailer are not permitted.

10.4 **Secondary Structures.** All Secondary Structures, including but not limited to, outbuildings, play structures, shade structures, or pool buildings, to the extent not of “frame” construction, shall be built in accordance with commonly used construction requirements. Except as authorized hereunder, no structure of a temporary character, trailer, mobile home, tent, shack, garage, or barn shall be used on a Lot at any time as a Residence; provided, however, permanent Secondary Structures such as a cottage house or pool cabana, and which in no case shall exceed one (1) story, may be used as a temporary residence for guests’ quarters. Any permitted Secondary Structure must be in keeping with the overall character and aesthetics of the Residence located on the Lot. Prior approval by the Architectural Control Committee will be required on all Structures erected, placed, or maintained upon any Lot in the Subdivision, including by not limited to, all outbuildings, play structures, shade structures, cabanas, cottages, guest or servant quarters, or pool buildings. Any Secondary Structure will be required to be constructed with material and of a design that is determined by the Architectural Control Committee to be compatible with the design of the Residence. All playground and recreational equipment must be placed at the rear of a Lot. No outbuilding or play structure will be permitted to be placed on easements or forward of the front building line. The Architectural Control Committee is authorized to determine what constitutes a violation of this restriction. No metal Secondary Structures are permitted.

10.5 **Partition or Combination of Lots.** All Lots must be at least two (2) acres in size. No part of a Lot may be partitioned or separated from any other part of that Lot without the prior written consent of the Architectural Control Committee, and if during the Development Period, with the prior written consent of Declarant. Multiple Lots may not be combined into a single Lot without the prior written consent of the Architectural Control Committee, and if during the Development Period, with the prior written consent of Declarant. The Owner of any Lots that are portioned or combined must also comply with all applicable requirements of the City, Parker County, and this Declaration. Approval from the Architectural Control Committee and the Declarant may be conditioned on satisfaction of requirements or procedures for adjusting building sites otherwise drawn for the Lots to accommodate a larger dwelling unit, minimum and maximum limitations of living area that may be constructed on any given number of combined Lots, and measures necessary to preserve any easements with respect to the affected Lots. Once any Lots are combined they may not be subdivided thereafter without the prior written approval of the Architectural Control Committee, and prior to the expiration of the Development Period, the Declarant.

If Lots are combined or consolidated as permitted under this Section, then:

- (a) the Lot resulting from that combination will bear, and the Owner of that Lot will be responsible for, all Annual Assessments and Special Assessments previously applicable to the Lots which were consolidated, i.e., if two Lots were consolidated into one Lot, the Owner of the consolidated Lot must pay two Annual Assessments or Special Assessments;
- (b) the Owner of the consolidated Lot will be entitled to one vote for each full initial Lot that was consolidated, i.e. if two Lots were consolidated into one Lot, the Owner of the consolidated Lot will be entitled to two votes; and

- (c) the Owner will bear all expenses incurred in re-platting the Lots affected, and must reimburse the Association for any expenses incurred by the Association as a result of the consolidation.

10.6 Erosion Control; Drainage. It is the responsibility of every Owner and/or Builder that all building sites should be raised and the Lot graded in such a way as to ensure that all runoff is positively directed away from the foundation of the house and any other Structure(s) on all sides. All grading and construction of any kind, including but not limited to buildings, fences, and plants shall ensure that all drainage coming on to and off of the Lot should maintain the pattern and direction of drainage flow as shown in Exhibit F, Drainage Flows.

No activity which may create erosion or siltation problems may be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of erosion or siltation. The Architectural Control Committee may, as a condition of approval of the plans and specifications, require the use of certain means of preventing and controlling erosion or siltation. These means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for in Section 10.7 below. Guidelines for the prevention and control of erosion and siltation may be included in the Design. The Architectural Control Committee may approve a general plan of erosion control for all homebuilding activity within the Subdivision by a Builder. No activity may occur on a Lot and no Structure may be constructed or altered on a Lot if such activity or Structure has the potential of interfering with the Subdivision's drainage system.

No Owner may do or permit any work, place any landscaping, or install any other improvements or suffer the existence of any condition whatsoever which alters or interferes with the drainage pattern for the Subdivision, except to the extent such alteration and drainage pattern is approved in writing by the Architectural Control Committee, and except for the right which is hereby expressly reserved to Declarant to alter or change drainage patterns.

10.7 Landscaping. No construction or alteration of any Structure or Lot may take place without the prior written approval by the Architectural Control Committee of plans and specifications for the landscaping to accompany the construction or alteration.

Such plans and specifications must be drawn in conformance with the requirements of the Design Guidelines. A written plan of landscaping must be submitted to the Architectural Control Committee prior to clearing of any natural growth (trees, shrubs, etc.) or to installation of any materials; this plan must include a drawing to show location and description of all (a) "hardscape" items such as fences, walks, rocks, cacti, gravel and so forth, and (b) efficient irrigation systems, including underground drip or other drip systems. The Architectural Control Committee has the right to reject an Owner's installation of drought resistant landscaping (including water-conserving natural turf) to the extent that the proposed plan, in the Architectural Control Committee's reasonable judgment, is aesthetically incompatible with other landscaping in the Subdivision.

Permanent exterior lighting may be designed to light only buildings, driveway areas, and walkways, and may not produce glare on neighboring streets, Lots, or any part of the Subdivision.

All ground level flood lighting fixtures must be depressed or screened from public view and no outdoor lighting may be directed, focused, or broadcast into any buffer zone, greenbelt, or dedicated habitat, or the Preservation Easement. All permanent exterior lighting must include only gas lights or electric lights, with a warm white or soft white color temperature equal to or between 2700 Kelvin and 3000 Kelvin, and must meet the requirements of the Design Guidelines and be approved in writing by the Architectural Control Committee.

For new construction, landscaping must be completed in accordance with approved plans and specifications not later than fifteen (15) days after: (a) final inspection of the Lot by the applicable building inspector, or (b) occupancy of a Residence, whichever is earlier. In the case of existing homes, proposed changes and additions in landscaping must be submitted for approval by the Architectural Control Committee in the same detail as new construction. Once plans have been approved by the Architectural Control Committee, a time frame for completion of the approved changes will be agreed upon between the Architectural Control Committee and the Owner.

10.8 Natural Screening. In order to maintain as much natural screening as possible, there shall be no clearing of living trees, branches, shrubs, bushes, underbrush, natural growth, etc, within the Preservation Easement on each Lot as show in Exhibit E, and no Owner shall be permitted to trim, prune, or remove any hedge, tree, or any other planting in said Preservation Easement without the prior express written consent of the Architectural Control Committee. Any approval of any trimming, pruning, or removing of any hedge, tree, or any other planting in the Preservation Easement shall only be as permitted as set forth in Section 9.12 herein. The damages to the Subdivision resulting from violation of this Section 10.8 are difficult, if not impossible to determine; accordingly, either the Association or a Member shall be entitled to injunctive relief to enjoin violation of this Section 10.8. If this Section 10.8 is violated, the Association or a Member shall be entitled to cause the violating Owner to remediate the damage to the Preservation Easement to the extent possible, regardless of the amount of expense related thereto, in order to restore the Preservation Easement to as nearly as is practical back to its condition prior to the violation, including but not limited to, the replacement of full sized tree(s) of similar type and of the size to the extent possible and that are likely to survive.

10.9 Yard Maintenance And Decorations. Other than in the Preservation Easement, any improved yards, lawns, and adjacent street rights-of-way must conform to the Design Guidelines, and must be kept neat, well maintained, and reasonably free of weeds. Trees, shrubs, vines, and plants which die must be promptly removed from each Lot and replaced, and if replaced with the same, no approval of the Architectural Control Committee is required. Improved lawns must be properly maintained. Fences must be repaired and maintained. No objectionable or unsightly usage of Lots will be permitted which is visible to public view.

Wherever visible from any street, there may be no decorative items, such as sculptures, birdbaths, birdhouses, fountains, or other decorative embellishments unless such specific item(s) has been approved in writing by the Architectural Control Committee. Notwithstanding anything herein, this Section 10.9 does not restrict the displaying or affixing of religious items pursuant to Section 202.018 of the Texas Property Code: provided, however, no such items shall be affixed or displayed in any easement or setback.

10.10 **Building Materials.** All buildings, residences, structures, and other improvements erected, altered, or placed on a Lot shall be of new construction. All materials must conform to the Design Guidelines and must be approved by the Architectural Control Committee. No more than eight (8) inches of the slab of the Residence may be exposed above finished grade as viewed from any street, right-of-way, or other Common Property. Building materials may not be stored on any Lot, and any excess materials not needed for construction and any building refuse must be promptly removed from each Lot.

10.11 **Roofs.** Roofing materials must conform to the Design Guidelines and must be approved by the Architectural Control Committee.

10.12 **Height Restriction.** No Structure may be erected, altered or placed on, within or in the Subdivision which exceeds two and one-half (2.5) standard stories or 35 feet in height. The Design Guidelines may provide other height restrictions on certain Lots. All Structures must comply with all Governmental Requirements with respect to maximum height.

10.13 **Residence Size; Lot Coverage.** The primary single-family Residence placed upon a Lot shall contain a minimum of 3,500 square feet and a maximum of 12,500 square feet of living space, inclusive of roof-covered porches and garages. Any Secondary Structure to be used as a temporary residence/pool cabana or guest quarters shall not be larger than 800 square feet. The portions of the surface of the Lot that may be covered by foundations, driveways, patios, and other hard surfaces must comply with the Design Guidelines and the determination of the Architectural Control Committee.

10.14 **Setbacks and Building Sites.** All Structures must be constructed, placed, and maintained in conformity with the Aledo River, Phase One, Variable Setback Map as show in Exhibit G, Setbacks. Additionally, all Structures must be constructed, placed, and maintained in conformity with platted setback lines shown on the Plat and all Governmental Requirements. The location of all Structures must be approved by the Architectural Control Committee.

10.15 **Flues.** All fireplace flues and smokestacks must be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior walls of the dwelling or otherwise approved by the Architectural Control Committee.

10.16 **Garages.** No Residence may be constructed unless a garage is also constructed and maintained on that Lot large enough to accommodate at a minimum two (2) full size automobiles. All garages must meet the requirements imposed by the Design Guidelines and the Architectural Control Committee.

10.17 **Driveways.** Driveways must meet the requirements of the Design Guidelines and be approved by the Architectural Control Committee. Driveways shall be of concrete, stone, brick, decomposed granite/ asphalt, road base granite, or any other material that is approved by the Architectural Control Committee. All material must be dust-free. Existing trees, topography, and landscape planning should be taken into consideration. Driveway locations must be approved by the Architectural Control Committee

10.18 **Temporary Buildings, Prefabricated Structures.** No temporary building, trailer, or building under construction shall be used, temporarily or permanently, as residence on any lot except as temporary sleeping or living quarters required or desirable for security purposes. Prefabricated or factory-built structures shall not be permitted on any part of the Subdivision. Temporary improvements or facilities used solely in connection with and only during the period of the construction of approved permanent improvements may be permitted. Upon completion of construction of any improvements or any dwelling, all construction machinery, tools and equipment, all unused construction materials, and all trash, debris and rubbish shall be immediately removed from the lot or tract or dwelling.

10.19 **Fences, Retaining Walls.** All fences, if required by the Design Guidelines, located on an Owner's Lot must conform to the requirements of the Design Guidelines and must be approved by the Architectural Control Committee. No fence may exceed eight feet (8') in height without the prior written approval of the Architectural Control Committee. All posts for fences must be inside the property lines on the Owner's Lot. All retaining walls located on an Owner's Lot must be of stone or comparable material and must be approved by the Architectural Control Committee. All retaining walls must be installed, constructed, and maintained at the Owner's expense.

10.20 **Repair.** If a Residence or other Structure has been damaged by casualty, that Residence or other Structure must either be repaired and restored or completely removed from the Lot within nine (9) months from the date that the damage occurred unless any delay is approved by the Board.

10.21 **Vehicles.** Any bus, trailer, recreational vehicle, camper, truck with camper top, truck other than pickups, boats, boat trailer, tractor, wagon, motorcycle, motor scooter, golf cart, garden maintenance equipment, self-propelled or towable equipment or machinery of any sort, or any like equipment must be kept at all times in enclosed structures or screened from view except when in actual use or during cleaning, loading, or unloading of same.

Except as specifically provided herein, no commercial use vehicle, commercial use truck, or mobile home is permitted on any Lot on a permanent basis.

No item stored may exceed eight feet (8') in height, and must be placed or parked on reinforced concrete paving or flatwork located the greater of twenty feet (20') behind the building line for the Lot or twenty feet (20') behind the front corner of the Residence and not in the side yard of a corner lot that is adjacent to a street.

No mobile homes may be parked or placed on any Lot at any time

No travel trailers or recreational vehicles may be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours out of any one week period.

No vehicle nor any like equipment may be parked on any roadway within the Subdivision for more than forty-eight (48) hours at a time. Owner and residents may not keep more than two (2) automobiles in a manner which allows them to be visible from any other portion of the Subdivision for any period in excess of forty-eight (48) hours at a time without being removed from the Subdivision for at least four (4) consecutive hours between each forty-eight (48) hour span.

Neither utility task vehicle, all-terrain vehicles, nor off road motorcycles (unless the motor cycle is street legal with a current registration) may be operated within the Subdivision. Golf carts are permitted to be driven on Lots and in the Subdivision in compliance with Chapter 551 of the Texas Transportation Code. All off road, street legal motorcycles and non-electric golf carts operated within the Subdivision shall have mufflers installed in good condition which limits the exhaust noise to no more than 80 decibels ten (10) feet from the end of the exhaust pipe.

No part of the Subdivision shall be used as an off road course or trail for motorized vehicles.

No junk vehicles, appliances, or vehicles in disrepair or neglect shall be stored, repaired, or displayed on any Lot, street, or otherwise on the Subdivision.

During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of construction of the Residence.

10.22 Recreational Equipment. Recreational and playground equipment must be placed or installed only upon the rear of a Lot as approved by the Architectural Control Committee. No above ground pools are allowed. Outdoor athletic and recreational facilities such as swing sets and sport courts of either a permanent or temporary nature may not be placed upon any Lot between any roadway within the Subdivision and the front of the Single Family Residence located upon the Lot.

10.23 Septic System. All on-site sewage facilities ("**OSSF**") and all work related thereto in the Subdivision shall be performed by individuals with the necessary licenses required by the Texas Commission on Environmental Quality, including but not limited to Texas Administrative Code Title 30, Part 1, Chapter 30 Subsection G and Chapter 285, and shall comply with all Governmental Requirements (the "**Septic Plan**"). The Septic Plan, including the location of all of the OSSF facilities, shall be submitted to the Architectural Control Committee before any onsite preparation, excavation, or installation begins. The related facilities shall only be located on the portion of the Lot as reflected on Exhibit H unless another location is approved by the Architectural Control Committee. The related facilities must meet the requirements of the Design Guidelines.

10.24 Water Wells. All water well drilling and pump installation in the Subdivision shall be performed by individuals licensed with the Texas Department of Licensing and Regulation ("**TDLR**"). and all drilling, boring, coring, or constructing of a water well and/or installing or repairing of well pumps and equipment in the Subdivision, shall comply with all Governmental Requirements, including but not limited to any necessary permitting from or notice to the Upper Trinity Groundwater Conservation District. All water wells shall only be located on the portion

of the Lot as reflected on Exhibit H unless another location is approved by the Architectural Control Committee.

10.25 **Garbage and Refuse Disposal.** Trash, garbage, and other waste must be kept in sanitary containers. No cans, bags, containers, or receptacles for the storing or disposal of trash, garbage, refuse rubble, or debris may be stored, kept, placed, or maintained on any Lot where visible from any street except solely after 5:00 p.m. on the day prior to and on the day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but must be removed from view before the following day. Except for building materials employed during the course of construction of any Structure approved by the Architectural Control Committee, no lumber, metals, bulk materials, or solid waste of any kind may be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in this Declaration. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

10.26 **Composting.** All composting shall not result in a nuisance and shall comply with all Governmental Requirements, including but limited to Texas Commission on Environmental Quality Rule Section 332.4. The Architectural Control Committee has the right to regulate the size, type, shielding of, and the materials used in the composting provided the regulation does not prohibit the economic installation on the Owner's Lot where there is reasonably sufficient area to install same.

10.27 **Burning.** No burning trash, rubbish, garbage, or other waste materials of any type shall be permitted or conducted on any part of the Subdivision. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs, or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside of any building or other Structure located on any part of the Subdivision.

10.28 **Hunting, Firearms, Bows.** All hunting and the use or discharge of firearms or bow and arrows is expressly prohibited within the Subdivision except in the defense of a person or property as required by applicable law.

10.29 **Animals and Pets.** No large animals, swine, exotic, dangerous, or wild animals shall be raised, bred, or kept on any part in the Subdivision. No part of the Subdivision shall be used for any commercial feedlot or kennel. All animals must be restricted and contained within appropriate fencing and housing. No animal shall be permitted to run freely away from its Owner's Lot and the animal must be controlled by a leash or trained to walk with the Owner unleashed. All leash and licensing laws in effect in Parker County shall apply to these animal husbandry provisions. No animal shall be allowed to become a nuisance.

Chicken hens (female chickens) may be kept on a Lot for non-commercial purposes provided the following:

- (a) No more than eight (8) hens shall be allowed on a Lot.
- (b) No roosters shall be kept or allowed on a Lot at any time.

- (c) No other fowl shall be all kept on a Lot at any time.
- (d) All chicken hens shall be kept in secure enclosures at all times to include pens, coops, or hutches. No chicken shall be allowed to run at large.
- (e) Enclosures, including pens, coops, or hutches, shall be placed no closer than one hundred feet (100') from any residence or occupied structure, excluding the Residence or occupied Structure of the person keeping the chicken hens.
- (f) Enclosures, including pens, coops, and hutches shall be constructed in a size and manner to allow for the chickens to move around the enclosure.
- (g) No enclosures, including pens, coops, and hutches may be constructed, placed, or altered on any Lot unless plans and specifications for said Enclosures have been approved by the Architectural Control Committee.
- (h) Enclosures, including pens, coops, or hutches must be placed at the rear of a Lot. No enclosures, including pens, coops, or hutches will be permitted to be placed on easements or forward of the front building line.
- (i) Enclosures, including pens, coops, or hutches must be screened from public view or any adjoining lots.
- (j) Enclosures, including pens, coops, and hutches shall be kept in a neat, clean, and sanitary conditions at all times. Enclosures must be thoroughly cleaned on a regular basis so as to prevent offensive odors to persons of ordinary sensibilities residing in the vicinity, or to breed or attract flies, mosquitoes, or other noxious insects, or in any manner that would endanger public health or safety, or create a public nuisance.
- (k) The Architectural Control Committee has the right to regulate the size, type, and the materials used in the construction of enclosures, including pens, coops, and hutches.
- (l) No slaughtering of chickens will be allowed outside. All slaughter shall be performed within an enclosure that keeps from sight and sound the proceedings from any other person or property.
- (m) All chickens must be kept in strict accordance with all Governmental Requirements.

Cats, dogs, or other generally recognized household pets may be kept on a Lot for non-commercial purposes provided that the pets are not exotic or dangerous pets of any type and do not pose a safety or health threat to the community. No more than a total of four (4) household pets may be kept on a Lot.

Any pet which endangers the health of any Owner or occupant of a Lot, which creates a nuisance or an unreasonable disturbance, or which is not a common household pet, as may be determined by the Board of Directors, must be permanently removed from the Subdivision upon seven (7) days written notice by the Board of Directors.

All animals must be kept in strict accordance with all Governmental Requirements (including leash laws), and in accordance with all rules established by the Association. All animals must be kept within a fenced area on a Lot. If taken off the Lot, all animals must be kept on a leash or otherwise controlled by the Owner or Resident. The owner of the household pet has the

responsibility to prevent the animals from running loose or becoming a nuisance to the other Residents.

No Structure for the care, housing, or confinement of any animal may be constructed, placed, or altered on any Lot unless plans and specifications for said Structure have been approved by the Architectural Control Committee.

10.30 **Microwave, Radio, TV Antenna.** No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas may be maintained on any portion of any Lot, or in the Common Properties, except direct broadcast satellite (DBS) antennae less than one meter (39.37") in diameter, multichannel multipoint distribution system (MMDS) antennae less than one meter (39.37") in diameter, or television broadcast antenna, which Owners must screen from view as much as possible without impairing the installation, maintenance, or use. All matters set forth in this provision require the advance written approval of the Architectural Control Committee.

10.31 **Rainwater Collection Devices.** An Owner must obtain written approval from the Architectural Control Committee prior to the installation of a rain barrel or a rainwater harvesting system. An Owner may place a rain barrel or a rainwater harvesting system on the Owner's Lot, provided that the barrels or system are:

- (a) of a color that is consistent with the color scheme of the Owner's Residence;
- (b) do not display any language or other content that is not typically displayed by such a barrel or system as it is manufactured;
- (c) are not located between the front of an Owner's Residence and an adjoining or adjacent street; and
- (d) do not exceed five thousand (5,000) gallons in size.

Other than gutters and downspouts conventionally attached to a Residence or appurtenant Structure, all components of a rain barrel or rainwater harvesting system, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street, adjoining Lots, or the Common Property. Screening may be accomplished by placement behind a solid fence, structure, or vegetation, burying the tanks or barrels, or placing the equipment in an outbuilding otherwise approved by the Architectural Control Committee.

The Architectural Control Committee has the right to regulate the size, type, shielding of, and the materials used in the construction of any rain barrel, rainwater harvesting system, or other appurtenance that is located on an Owner's Lot and visible from public view or any adjoining Lots.

10.32 **Flag Display.** An Owner may display only the following flags:

- (a) the flag of the United States;
- (b) the flag of the State of Texas; and
- (c) the official flag of any branch of the United States Armed Forces
- (d) the flag of a school or university

(collectively, the "*Permitted Flags*").

Permitted flags must be displayed in a respectful manner in accordance with the current relevant federal, state, or military code, and must conform to the applicable zoning ordinances, easements, and setbacks of record. No Permitted Flag displayed may exceed 3' X 5' in size. Permitted Flags must be displayed from a pole attached to a Structure or to a free-standing pole, and must be constructed of permanent, long-lasting materials with a finish appropriate and harmonious with the design of the Residence. If not installed on the Residence, the installation and location of a flagpole must be approved by the Architectural Control Committee prior to its erection. Flagpoles are limited to one (1) per lot, may not be erected in violation of any applicable ordinances or in any easements or setbacks of record, and must be within twenty feet (20') of the front of the Residence. No flagpole shall exceed twenty feet (20') in height, and any flagpole with a rope or chain shall not have an external halyard.

10.33 **Signs.** No signs, banners, or pennants of any kind may be displayed to the public view on any Lot without the Architectural Control Committee's prior written approval, except:

- (a) Signs as may be required by applicable laws, regulations, or ordinances;
- (b) Not more than one (1) "For Sale" sign; provided, however that such sign may only be displayed in the front yard of a Lot, and provided, further, that if, at the time of any desired use of such sign, the Association is making "For Sale" signs available for the use of Owners, the signs made available by the Association must be used;
- (c) Directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Architectural Control Committee;
- (d) Any sign required by any governmental authority having appropriate jurisdiction;
- (e) Signs advertising a political candidate or ballot item for an election; provided, however, that an Owner is limited to displaying only one (1) sign for each candidate or ballot item; and, provided, further, that such signs may not be erected more than ninety (90) days in advance of the date of the election to which they relate, and are removed within ten (10) days after the election;
- (f) Upon receiving the approval of the Board of Directors as provided in this Article 10. temporary signs (i.e. garage sales, lawn sales, etc.); provided, however that the number of temporary signs must be kept to a minimum and may be put up no sooner than twenty- four (24) hours in advance of a sale, and must be removed promptly after a sale has ended; and
- (g) Signs expressly allowed under the Design Guidelines.

No sign, banner, or pennant of any kind may: (i) contain roofing materials, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (ii) be attached or affixed to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing Structure or improvement; (iii) include the painting of architectural surfaces; (iv) threaten public health or safety; (v) be larger than 4' X 6' in size; (vi) contain language or displays that are offensive to an ordinary person; or (vii) be accompanied by music or other sounds, or by streamers, or is otherwise distracting to motorists. Open house signs and signs advertising the showing of a residence for sale may not be installed anywhere on the Subdivision except during the period from thirty (30) minutes before to thirty (30) minutes after an open house or showing of the house advertised. Only a reasonable number

of such signs may be placed on the Subdivision for the purpose of providing directions to the residence being shown.

10.34 **Solar Devices.** An Owner must obtain written approval from the Architectural Control Committee prior to the installation of a solar energy device. The Architectural Control Committee retains the right to withhold its approval of a solar device that meets or exceeds the guidelines of this Section if the Architectural Control Committee, in its reasonable discretion, determines in writing that the installation of the device substantially interferes with the use and enjoyment of the Subdivision by causing an unreasonable discomfort or annoyance to persons of ordinary sensibilities.

All approved devices must be located either:

- (a) On the rear facing portion of the roof of the Owner's Residence, or on the rear facing portion of another approved Structure. An alternate portion of the roof may be used only if the Owner supplies documentation stating that the alternate location will increase the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located on the rear facing portion. All devices located under this subsection must: [i] conform to the slope of the roof to which it is attached; [ii] have a top edge that is parallel to the roofline; [iii] not extend higher than or beyond the roofline to which it is attached; and [iv] have a frame, a support bracket, or visible piping/wiring that is in a silver, bronze, or black tone commonly available in the marketplace; or
- (b) In a fenced yard or patio owned and maintained by the Owner, devices located on a Lot may not extend higher than the fence. If the fence is not a solid fence which blocks view of the device, the Architectural Control Committee may require the device be placed in a location behind a Structure or otherwise require visual screening, done at the Owner's expense.

10.35 **Display of Religious Items.** An Owner may display or affix religious items on the Owner's Residence or Lot; provided, however, such displaying or affixing shall not be permitted if it (1) threatens the public health or safety; (2) violates a law other than a law prohibiting the display of religious speech; (3) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content; (4) is installed on property owned or maintained by the property owners' association or owned in common by members of the property owners' association; or (5) violates any applicable building line, right-of-way, setback, or easement; or is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

10.36 **Standby Electric Generators.** An Owner must obtain written approval from the Architectural Control Committee prior to the installation of a standby electric generator, as defined by Texas Property Code Section 202.019. An Owner may place a standby electric generator on the Owner's Lot, provided the standby electric generator:

- (a) is installed only by licensed contractors and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical and building codes;
- (b) maintained in good condition; and
- (c) is not located between the front of an Owner's Residence and an adjoining or adjacent street. All components of a standby electric generator must be substantially screened from public view from any street or the Common Property. Screening may be accomplished by placement behind a solid fence, structure, burying the electrical lines and fuel lines, or placing the equipment in an outbuilding otherwise approved by the Architectural Control Committee.

The Architectural Control Committee has the right to regulate the size, type, use, testing, shielding of, and the materials used in the construction of any standby electric generator that is located an Owner's Lot.

10.37 **Electrical, Television, Natural Gas and Phone Service.** Except as provided in Section 10.30 herein, all electrical, television, natural gas, and telephone service installations must be placed underground.

10.38 **Air-Conditioning Equipment: Clothes Lines, Garbage Cans, Etc.** No window, roof, or wall type air-conditioner that is visible from any street may be used, placed, or maintained on or in any Residence. No air-conditioning apparatus may be installed on the ground in front of a Residence. All clotheslines, equipment, garbage cans, and woodpiles must be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets, and shall be maintained in the rear yard on a Lot only.

10.39 **Leases.** Residences may be leased for a period of not less than one (1) year. All leases must be in writing. The lease of a Residence does not discharge the Owner from compliance with any of the obligations and duties as an Owner. Owners will provide tenants with a copy of this Declaration, the Bylaws, and the Policies and Guidelines and all correspondence from the Association. All provisions contained in this Declaration, the Bylaws, the Certificate of Formation, and the Policies and Guidelines are applicable and enforceable against any Resident to the same extent as against an Owner.

10.40 **Offensive Activities.** No noxious or offensive activity may be carried on upon any Lot, nor may anything be done thereon which may be or may become an annoyance or nuisance to the Owners or the Subdivision. No Owner or occupant may perform any work that will impair the structural soundness or integrity of another Residence or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other Residences or their Owners or Residents. No exterior lighting of any sort may be installed or maintained on a Lot where the light source is offensive or a nuisance to other Owners of Lots (reasonable security or landscape lighting another lighting is permitted with the approval of the Architectural Control Committee as provided in this Article 10). No exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Structures situated thereon) may be placed or used upon any Lot if they can be heard from any other Lot.

10.41 **Mineral Production.** To the extent and only to the extent as permitted by law, no drilling for the production of oil, gas, or other minerals is permitted upon the surface of the Subdivision. Declarant and its affiliates and other persons or entities may own mineral interests in, on, or under the Subdivision, but to the extent the right to development the minerals and the right of ingress and egress related thereto are not vested in third parties, the drilling and production related to those mineral interests is limited to land outside the boundary of the Subdivision. Nothing in this Declaration limits the owner of a mineral interest from pooling its mineral interest with the owners of other mineral interests or directionally drilling under any portion of the Subdivision, so long as no well bore or any related drilling equipment is located on a Lot.

10.42 **Garage and Estate Sales.** No garage, estate, or sale of any kind may be conducted on any Lot without the Board of Directors' prior written approval.

10.43 **Dangerous Activities.** No activities may be conducted on the Subdivision and no Structures or other improvements may be constructed in the Subdivision which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no fireworks may be discharged upon the Subdivision; no open fires are permitted except within safe and well-designed interior and exterior fireplaces or contained barbeque units while attended and in use for cooking purposes.

10.44 **Non-Discrimination.** No Owner or person authorized to act for an Owner may refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of any Lot to any persons because of race, religion, ethnic or cultural background, handicap, familiar status, sex, age, national or origin, sexual orientation, or previous membership in a lawful association.

10.45 **Removal of Violations.** The Association may require an Owner to remove or eliminate any object situated on a Residence or Lot that is visible from the Common Property, from the street, or from any other Lot, if, in the Architectural Control Committee's sole judgment, such object detracts from the visual attractiveness of the Subdivision. Notwithstanding anything herein, an Owner may appeal the decision of the Architectural Control Committee pursuant to this Section 10.45 by obtaining the affirmative vote of more than fifty percent (50%) of the Members.

10.46 **Prior Easements or Restrictions.** Along with the easements and restrictions contained in this Declaration, the Subdivision is subject to all implied or expressed restrictions, easements, licenses, leases, and encumbrances of record. Each Owner is bound by any prior-recorded restriction, easement, license, lease, and/or encumbrance, and further agrees to maintain any easement that affects an Owner's Lot.

10.47 **Home Site Locations.** The approximate location of any Residence shall be as reflected on Exhibit I, Homes Sites, unless another location is approved by the Architectural Control Committee.

10.48 **Completion of Construction and Gas Appliance Requirements.** Construction of a habitable Residence on a Lot must be completed within forty-eight (48) months of its purchase

from Declarant, with each Lot having a minimum four (4) gas appliances; provided, however, gas appliances used as supplemental or standby heat sources shall not qualify as complying with this covenant. Should an Owner fail to comply with this Section 10.48 then the Owner agrees to pay Westbrook Project Management LLC \$13,646.17 in liquidated damages in reimbursement of its development costs related to the Lot.

10.49 Architect and Builder Approval and Builder Escrow Deposits. All builders, including those that are also Lot owners, intending on constructing a Residence on any Lot must be approved by the Architectural Control Committee prior to commencing construction on any Lot. The Architectural Control Committee may require each builder to complete a builder qualification application and escrow agreement and submit additional documents as may be reasonably required to ascertain the Builder's qualifications to build within the Development and to place funds in escrow in accordance with the escrow agreement. The Architectural Control Committee retains the sole authority to restrict construction on any Lot to qualified and approved builders only. The Architectural Control Committee may also require that architects, designers, engineers, landscape architects, consultants, and similar experts be approved in advance of designing improvements that will be constructed on any Lot and to promulgate a process and criteria for such approval; or the Architectural Control Committee may require that only those experts who have obtained a particular professional certification or experience level may be permitted to design or construct Lot improvements. The Architectural Control Committee retains the right to ban any builders, subcontractors, vendors, architects, engineers, consultants, or any particular person or entity from performing work in the Development should they be found to have violated this Declaration or the Design Guidelines, are otherwise not in good standing with the Architectural Control Committee or Association, or based upon the opinion of the Architectural Control Committee in its sole discretion, should not be permitted to construct improvements on a Lot.

10.50 Notices. At all times each Owner covenants that the Owner will have registered with the Association a current, active email address, and by purchasing a Lot each Owner agrees that all notices as provided or required by the HOA Documents or by statute shall be served via email, including but not limited to notices of Association meetings and Board meetings.

ARTICLE 11

INSURANCE AND REPAIRS

11.1 Fire, Hazard and Casualty Insurance. Each Owner must carry all-risk casualty insurance on all Structures constructed on its Lot. Each Owner agrees that in the event of damage and destruction to any Structure, the Owner will either proceed promptly to repair or to reconstruct the damaged Structure in a manner consistent with the original Structure or clear the Lot of all debris and return the Lot to substantially the natural state in which it existed prior to the beginning of the construction.

11.2 Liability Insurance. Each Owner is responsible, at its own cost and expense, for personal liability insurance to the extent not covered by the Association and public liability insurance acquired by the Association on behalf of all Owners with respect to the Common Property. Before a Residence is erected on any Lot, each Owner must carry, at the Owner's

expense, homeowners and Lot owners' insurance. Once a Residence has been erected on a Lot, each Owner will, at the Owner's expense, obtain homeowners' insurance. If a Residence is leased to a third party, the Owner or Resident will obtain liability and hazard insurance.

11.3 **Insurance by Association.** The Board of Directors may obtain and continue in effect: (a) property insurance, to insure the Structures in the Common Property, naming the Association as beneficiary with an endorsement to the mortgagee, if any, against risks of loss or damage by fire and other hazards as are covered under standard fire and extended coverage provisions, including coverage against vandalism; (b) comprehensive public liability insurance in such limits as it deems desirable, insuring the Association, its agents and employees, and each Owner, from and against liability in connection with the Common Property; (c) liability insurance covering errors and omissions of directors, officers, managers, employees and representatives of the Association, and fidelity bonds for all officers and employees which have control over the receipt or disbursement of funds; and (d) other insurance as may be required by law (e.g. workers compensation) or which the Board of Directors deems prudent in the operation of the Association and maintenance of the Common Property.

11.4 **Insurance Premiums.** All costs, charges and premiums for all insurance obtained by or for the benefit of the Association are common expenses of all Owners and can be recouped as part of the Assessments.

11.5 **Indemnity.**

- (a) The Association shall indemnify every officer, committee chair, committee member, or director against any and all expenses, including attorneys' fees reasonably incurred by or imposed upon any officer, director, committee chair, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being, or having been, an officer, director, committee chair or committee member. The officers, directors, committee chairs, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, and misconduct or bad faith. The officers, directors, committee chairs and committee 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 (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer, director, committee chair or committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for in this Declaration shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense paid by Assessments, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, pursuant to Section 11.3.

- (b) Each Owner shall be liable to the Association, Board, or Declarant during the time Declarant owns the Common Property, for any damage to the Common Property of any type or to any equipment thereon which may be sustained by reason of the negligence of that Owner or the Owner's tenants, employees, agents, customers, guests or invitees, to the extent that any such damage shall not be covered by insurance. Each Owner does further, by the acceptance of a deed, agree to indemnify each and every other Owner, the Association, the Board and/or the Declarant and to hold harmless each and every other Owner the Association, the Board or the Declarant, from any claim of any person for personal injuries or property damage occurring within or upon that Owner's Lot

11.6 **Condemnation.** If part or all of the Common Property is taken or condemned by any authority having the power of eminent domain, any compensation and damages is the property of and should be paid to the Association. The Board of Directors has the exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting the Common Property. The Owners may, by vote of seventy-five percent (75%) or more of the total voting power under this Declaration, agree to distribute the proceeds of any condemnation or taking by eminent domain, to each Owner and their mortgagee, if any, as their interests may appear. If the Owners do not agree, the proceeds will be added to the funds of the Association, and the Association may decide on whether or not to replace or restore, as far as possible, the Common Property so taken or damaged. The Association will give timely notice of the existence of condemnation proceedings to all Owners. The expense of participation in the proceedings is a common expense chargeable to the Owners.

11.7 **Insufficient Proceeds.** If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage, the Association may levy a Special Assessment as provided in this Declaration.

ARTICLE 12

TERM AND AMENDMENTS

12.1 **Duration.** This Declaration is effective and will remain in force for an initial period of thirty (30) years beginning on the date that this Declaration is recorded in the Real Property Records. This Declaration and the Restrictions will automatically be renewed for successive periods of ten (10) years each, unless terminated as provided in this Declaration. This Declaration may be terminated in its entirety at any time by a written agreement recorded in the Real Property Records executed by the Owners of at least sixty-seven percent (67%) of all Lots in the Subdivision and Declarant (if Declarant still owns a Lot); provided, however, the termination will not be effective unless recorded at least one (1) year in advance of the effective date of termination.

12.2 **Amendments by Members.** After the expiration of the Development Period, this Declaration may be amended by a written instrument approved by the affirmative vote of the Members holding at least sixty-seven percent (67%) of the total votes of the Members. The amendment will be effective when it is certified by the President of the Association as to the requisite number of votes and recorded in the Real Property Records. Any amendment so certified and recorded will be conclusively presumed to have been duly adopted.

12.3 **Amendments by the Board of Directors**. The Board of Directors retains the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner, for the limited purpose of complying with the United States Department of Housing and Urban Development (“**HUD**”) or United States Department of Veterans Affairs (“**VA**”) requirements for mortgage guaranties. An amendment adopted under this Section must: (a) specifically reference Texas Property Code Section 205.004; (b) be signed by a majority of the Board of Directors; and (c) be filed in the Real Property Records.

12.4 **Notices of Action**. An institutional holder, insurer, or guarantor of a mortgage (an “eligible mortgage”) will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Subdivision or which affects any Lot or Residence on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) Any delinquency in the payment of assessments, Assessment Liens, or other charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(c) Any proposed action which would require the consent of a specified percentage of eligible mortgagees; or

(d) The Association failing to maintain insurance as required by this Declaration, and any lapse, cancellation or threatened cancellation, or material modification thereof.

12.5 **Special Mortgage Provision**. So long as required by the Federal Housing Administration (“**FHA**”), the Veterans Administration (“**VA**”), the Federal National Mortgage Association (“**FNMA**”), the Federal Home Loan Mortgage Corporation (“**FHLMC**”), or the Department of Housing and Urban Development (“**HUD**”), the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the votes of Lot estates that are subject to mortgages and at least two-thirds (2/3) of the total Members of the Association consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot;

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Declaration;

(e) Except as provided herein, use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property; or

(f) Amend this Declaration in a materially adverse nature to any mortgagee.

12.6 Amendments by Declarant. During the Development Period, Declarant has the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner. After the Development Period, Declarant has the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms of this Declaration, or to make any additions, deletions, or amendments to this Declaration and the Restrictions as may be required by the FHA, FNMA, FHLMC, HUD, VA or other governmental or quasi-governmental entity to qualify the Subdivision for mortgage guarantees issued by FHA, FNMA, FHLMC, HUD, VA or the other entity. Declarant also has the right to amend this Declaration in connection with an annexation or disannexation of land as provided in Article 13 below. Amendments to this Declaration provided under this Section are effective when recorded in the Real Property Records.

ARTICLE 13 **CHANGES TO BOUNDARIES OF SUBDIVISION**

13.1 Annexation or Disannexation by Declarant. Within ten (10) years from the date of this Declaration, Declarant may, from time to time at its sole option without the consent or joinder of any other party, add or annex additional land to the scheme of this Declaration or disannex land from the scheme of this Declaration. An annexation of additional land will be effective when Declarant files in the Real Property Records an amendment to this Declaration annexing the additional land and specifically making that additional land subject to the Declaration (with any changes to the Declaration specifically relating to all or portions of the additional land as Declarant may elect). A disannexation of land subject to this Declaration will be effective upon Declarant's filing in the Real Property Records of an amendment to this Declaration disannexing the land and specifically removing that land from the Subdivision and from the effect of the Declaration

13.2 Annexation by Members. After the end of the Development Period, additional land may be annexed and made subject to this Declaration by written instrument approved by the affirmative vote of the Members of the Association holding at least seventy-five percent (75%) of the total votes entitled to be cast at a vote called for that purpose and filed of record in the Real Property Records.

13.3 **Effect of Annexation.** Any annexations of additional land will automatically extend the jurisdiction, functions, duties and membership of the Association to the additional land and correspondingly subject the additional land to the Restrictions.

13.4 **Merger of Association.** With the affirmative vote of at least seventy-five percent (75%) of the total votes entitled to be cast at a vote called for that purpose, the Association may merge with any homeowners' association subjected to a similar Declaration by Declarant located across Jenkins Road from the Subdivision. Notwithstanding anything herein, during the Development Period the Declarant may merge the Association with another homeowners' association.

ARTICLE 14 **GENERAL**

14.1 **No Duty to Enforce.** The failure of any Owner to comply with the provisions of this Declaration or any Restrictions will not be deemed or construed to impose liability of any nature on the Association, the Architectural Control Committee, or Declarant, and neither the Association, the Architectural Control Committee, nor Declarant may be charged with any affirmative duty to police, control, or enforce this Declaration or the Restrictions.

14.2 **Security.** Courtesy patrol in the Subdivision may be provided by the Association, from time to time; however, the Association is not and will not at any time be a provider of security to any Owner, Resident or Residence, and each Owner must provide its own security for all Residents and their Residence, Lot, and personal property. Each Owner acknowledges and agrees that neither Declarant nor the Association have made representations or warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, relative to any fire, burglar, or intrusion systems recommended or installed, or any security measures undertaken within the Subdivision.

14.3 **Interpretation.** If any part of this Declaration is susceptible to conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration will govern. If there is a conflict between the term of this Declaration and the term of the Bylaws or the Policies and Guidelines, the terms of this Declaration will prevail. When used in this Declaration, the single form of a word may be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply either to legal entities or individuals, males or females, will in all cases be assumed as though in each case fully expressed. The headings contained in this Declaration are for reference purpose only and do not in any way affect the meaning or interpretation of this Declaration. Any reference to a document or other item "as it may be amended" includes any document or item that adopts, amends, or supplements that document or item.

14.4 **Notices.** Any notice required to be given to any Owner, Member, or Resident will be complete when the notice is deposited in the United States Mail, postage prepaid, and addressed to the Owner, Member or Resident at the last known address as shown by the records of the Association.

14.5 **Additional Restrictions.** In addition to this Declaration, the Subdivision is also subject to that “Declaration of Covenants, Conditions, and Restrictions and Termination of Easements” recorded on April 8, 2020 as Instrument Number 202009560 of the Official Public Records of Parker County, Texas.

ARTICLE 15

MORTGAGE PROVISIONS

The following provisions are for the benefit of holders of first mortgages on Residences in the Subdivision. The provisions of this Article apply to both this Declaration and to the Bylaws notwithstanding any other provisions contained therein.

15.01 **Notices of Action.** An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Residence number, therefore becoming an “eligible holder”), will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Subdivision or which affects any Residence on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (b) Any delinquency in the payment of assessments, Assessment Liens, or other charges owed by an Owner of a Residence subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residence of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days; or
- (c) Any proposed action which would require the consent of a specified percentage of eligible mortgagees.

15.02 **Special FHLMC Provision.** So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first mortgagees or at least two-thirds (2/3) of the total Members of the Association entitled to vote thereon consent, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);
- (b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Residence;
- (c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance

of Residences and of the Common Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

- (d) Fail to maintain insurance, as required by this Declaration; or
- (e) Use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property. First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

15.03 **No Priority**. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Residence in the cases of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

15.04 **Notice to Association**. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Residence.

15.05 **Amendment by Board**. Should the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

15.06 **Applicability**. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Texas law for any of the acts set out in this Article.

15.07 **Failure of Mortgagee to Respond**. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request.

15.08 **Declarant's Right During Development Period**. In addition to as set forth herein, during the Development Period, Declarant, with the right of assignment, has and reserves the right to reasonable use of the Common Property and land owned by Declarant within the Subdivision in connection with the promotion and marketing of land within the boundaries of the development. Without limiting the generality of the foregoing, Declarant may erect and maintain such signs, temporary buildings, model homes, and other structures, as Declarant may reasonably deem necessary or proper with the promotion, development, and marketing of land within the Subdivision during the Development Period

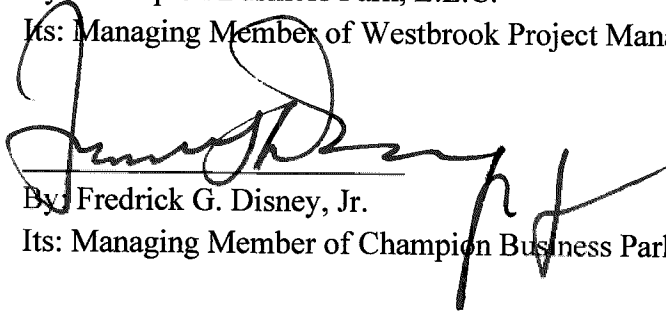
This Declaration of Covenants, Conditions, Restrictions and Easements is executed by Declarant to be effective as of the Effective Date noted above.

IN WITNESS WHEREOF, the Association has caused the foregoing to be executed to be effective as of the date of filing in the Official Public Records, Dallas County, Texas (**“Effective Date”**).

DECLARANT:

WESTBROOK PROJECT MANAGEMENT, L.L.C.,
A Texas limited liability company

By: Champion Business Park, L.L.C.
Its: Managing Member of Westbrook Project Management, L.L.C.

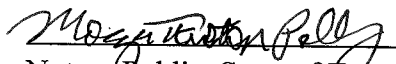

By: Fredrick G. Disney, Jr.
Its: Managing Member of Champion Business Park, L.L.C.

STATE OF TEXAS)

COUNTY OF Parker)

This instrument was acknowledged before me on May ____, 2022, by Fredrick G. Disney, Jr., Managing Member of Champion Business Park, L.L.C., being the sole Managing Member of Westbrook Project Management, L.L.C., a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas
My commission expires: 9-2-22

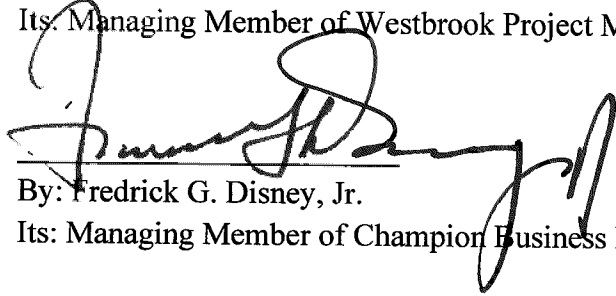
The Aledo River Phase I Homeowners' Association, Inc., by the execution of this Declaration, acknowledges and agrees that the Association is hereby bound by this Declaration of Covenants, Conditions, Restrictions, and Easements.

IN WITNESS WHEREOF, the Association acting through its duly authorized officers, has caused this Declaration to be executed effective as of the date indicated below.

SOLE MEMBER OF THE ALEDO RIVER PHASE I HOMEOWNERS' ASSOCIATION, INC.

WESTBROOK PROJECT MANAGEMENT, L.L.C.,
A Texas limited liability company

By: Champion Business Park, L.L.C.
Its: Managing Member of Westbrook Project Management, L.L.C.

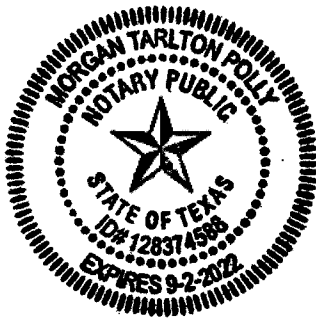


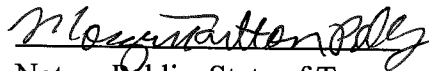
By: Fredrick G. Disney, Jr.
Its: Managing Member of Champion Business Park, L.L.C.

STATE OF TEXAS)

COUNTY OF Parker)

This instrument was acknowledged before me on May 13, 2022 by Fredrick G. Disney, Jr., Managing Member of Champion Business Park, L.L.C., being the sole Managing Member of Westbrook Project Management, L.L.C., a Texas limited liability company, being the Sole Member Of Aledo River Phase I Homeowners' Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

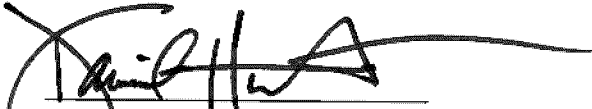



Notary Public, State of Texas
My commission expires: 9-2-22

IN WITNESS WHEREOF, First Bank, acting through it duly authorized officer and/or agent, consents to the foregoing, and has caused this document to be executed effective as of the date indicated therein.

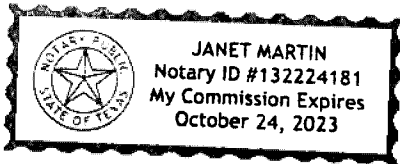
LIEN HOLDER:


FIRST BANK,


By: Daniel Herbert
Its: President

STATE OF TEXAS)
COUNTY OF Parker)

This instrument was acknowledged before me on May 12, 2022, by Daniel Herbert, President of First Bank, on behalf of said bank.




Notary Public, State of Texas
My commission expires: 10/24/2023

IN WITNESS WHEREOF, Rattikin Exchange Services, Inc., acting through its duly authorized officer and/or agent, consents to the foregoing, and has caused this document to be executed effective as of the date indicated therein.

LIEN HOLDER:

Rattikin Exchange Services, Inc.,

Jeffrey A. Rattikin, Pres

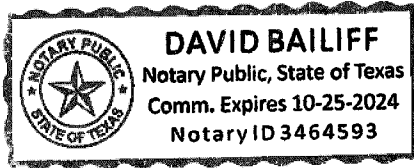
By: Jeffrey A. Rattikin

Its: President

STATE OF TEXAS)

COUNTY OF *Tarrant*)

This instrument was acknowledged before me on May 13, 2022, by Jeffrey A. Rattikin, President of Rattikin Exchange Services, Inc., on behalf of Rattikin Exchange Services, Inc.



David Bailiff
Notary Public, State of Texas
My commission expires: _____

Exhibit A

Exhibit B

EXHIBIT "B"

**BYLAWS OF THE ALEDO RIVER PHASE I
HOMEOWNERS' ASSOCIATION, INC.**

- Association:** Aledo River Phase I Homeowners' Association, Inc., a Texas nonprofit association, established by the certificate of formation filed with the Secretary of State of Texas on September 30, 2021. under filing number 804254469.
- Principal Office:** 1015 Champions Drive, Suite 1400, Aledo, TX 76008; however, upon the Members controlling the Association, the principal office of the Association shall be residential address of the elected President of the Association thereafter.
- Declaration:** The "Declaration of Covenants, Conditions, Restrictions, and Easements for the Aledo River Phase I Subdivision" recorded in the Official Public Records of Parker County, Texas (the "Declaration").
- Definitions:** Capitalized terms used but not defined herein have the meaning set forth in the Declaration.
- Voting Members:** Subject to Section 4.2 of the Declaration, all Members are entitled to vote as provided in the Declaration.

A. Members

A.1. Membership. Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Association has two (2) classes of voting Members as described in Section 4.2 of the Declaration.

A.2. Place of Meeting. Members' meetings will be held in Parker County, Texas at such place designated by the persons calling any Members' meeting.

A.3. Annual Meetings. Regular annual Members' meetings will be held on the first Saturday in October.

A.4. Special Meetings. The Declarant may call a special Members meeting at any time during the Development Period. Additionally, any five (5) Members may call a special meeting of Members.

A.5. Notice of Meetings, Election, and Vote. Written notice stating the place, day, and hour of each Members' meeting, other than a reconvened meeting, must be given to each Member either via personal delivery, U.S. Mail, or by email if the Member has provided an email to the Association. A special Members' meeting notice must also state the meeting's purpose, and no business may be conducted except as stated in the notice of special meeting. Notice to a Member must state if an association-wide election or vote is to occur and is deemed given when received.

A.6. Waiver of Notice. A Member may, in writing, waive notice of a Members' meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

A.7. Quorum. A majority (more than fifty percent (50%)) of the Voting Members is a quorum. If a Members' meeting cannot be held because a quorum is not present, a majority of the voting Members who are present may adjourn the meeting.

A.8. Majority Vote. Voting must be as required by law. Unless otherwise provided in the Declaration of Covenants, Conditions, Restrictions, and Easements of the Aledo River Phase I Subdivision or the Texas Property Code, votes representing more than fifty percent (50%) of the voting Members present at a meeting at which a quorum is present are a majority vote.

A.9. Conduct of Meetings. The President will preside over Members' meetings. The Secretary will keep minutes of the meetings and will record in a Minute Book the votes of the Members.

B. Directors and Directors

B.1. Directors. The Members shall elect the Directors, who shall appoint the Officers. The Association shall have the same number of Directors as provided in the Certificate of Formation for the Association. The initial Directors are Fred Disney, Andrew Disney, and Mike Fisher. After the Declarant Control Period, as Directors must be Members.

B.2. Officers. The Association shall have a President, a Secretary, and a Treasurer. After the Declarant Control Period, all officers must be Members of the Association. One (1) person may hold more than one (1) office; provided however, one (1) person may not hold all three (3) offices. The initial President shall be Fred Disney. The initial Treasurer shall be Andrew Disney. The initial Secretary shall be Mike Fisher.

B.3. Term of Office. Directors shall serve one (1) year from their date of election unless the Directors (i) resigns, (ii) is removed from office, or (iii) sells his or her Lot, in which case he or she will be deemed to have resigned. Directors may serve consecutive terms.

B.4. Election. Within thirty (30) days of the Declarant Control Period ending, the Members will hold a Special Meeting of Members to elect Directors to succeed the initial Directors if the current Directors are still affiliated with Declarant. At subsequent annual Members' meetings, successors for each Director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected.

B.5. Removal of Officers and Vacancies. Any Director may be removed, with or without cause, by a majority of the voting Members.

B.6. Vacancies. A Director's position becomes vacant if the officer dies, becomes incapacitated, resigns, or is no longer a Member.

B.7. Successors. If a Director vacancy exists, a successor will be elected by the remaining Directors for the remainder of the term, unless a special Members' meeting is held for the purpose of the Members electing the successor Director to serve the remainder of the term.

B.8. Compensation. Directors and Officer will not receive compensation. A Director or Officer may be reimbursed for expenses approved by the disinterested Directors.

B.9. Powers, Duties, and Meetings of the Officers. Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Members. The President is the chief executive officer of the Association. The Treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. All Members must receive at least ten (10) days-notice of any meetings of the Directors, and all such meeting shall be open to the Members, except as provided herein or in the Declaration.

B.10. Management. The Directors may, but are not required to, employ a managing agent. The Directors may appoint a person or persons to and as a committee to advise and make recommendations to the officers, Directors, and/or Members. Declarant, or an affiliate of Declarant, may be the managing agent during the time the Declarant owns a Lot. Management, accounting, and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually.

B.10.a. An income statement reflecting all income and expense activity for the preceding period.

B.10.b. A statement reflecting all cash receipts and disbursements for the preceding period.

B.10.c. A variance report reflecting the status of all accounts "actual" versus "approved" budget format.

B.10.d. A balance sheet as of the last day of the preceding period.

B.10.e. A delinquency report listing all Owners who are delinquent by more than thirty (30) days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

C. Miscellaneous

C.1 Conflict. In the event of any conflict, the following shall control, in descending order: the United State Constitution, the Texas Constitution, the Texas Property Code, the Declaration, and then these Bylaws.

C.2 Amendment. These Bylaws may be amended at any time by the vote of more than fifty percent (50%) of the Voting Members in the Association.

These Bylaws of the Aledo River Phase I Homeowners' Association, Inc. are adopted and effective upon recording in the Real Property Records of Parker County, Texas.

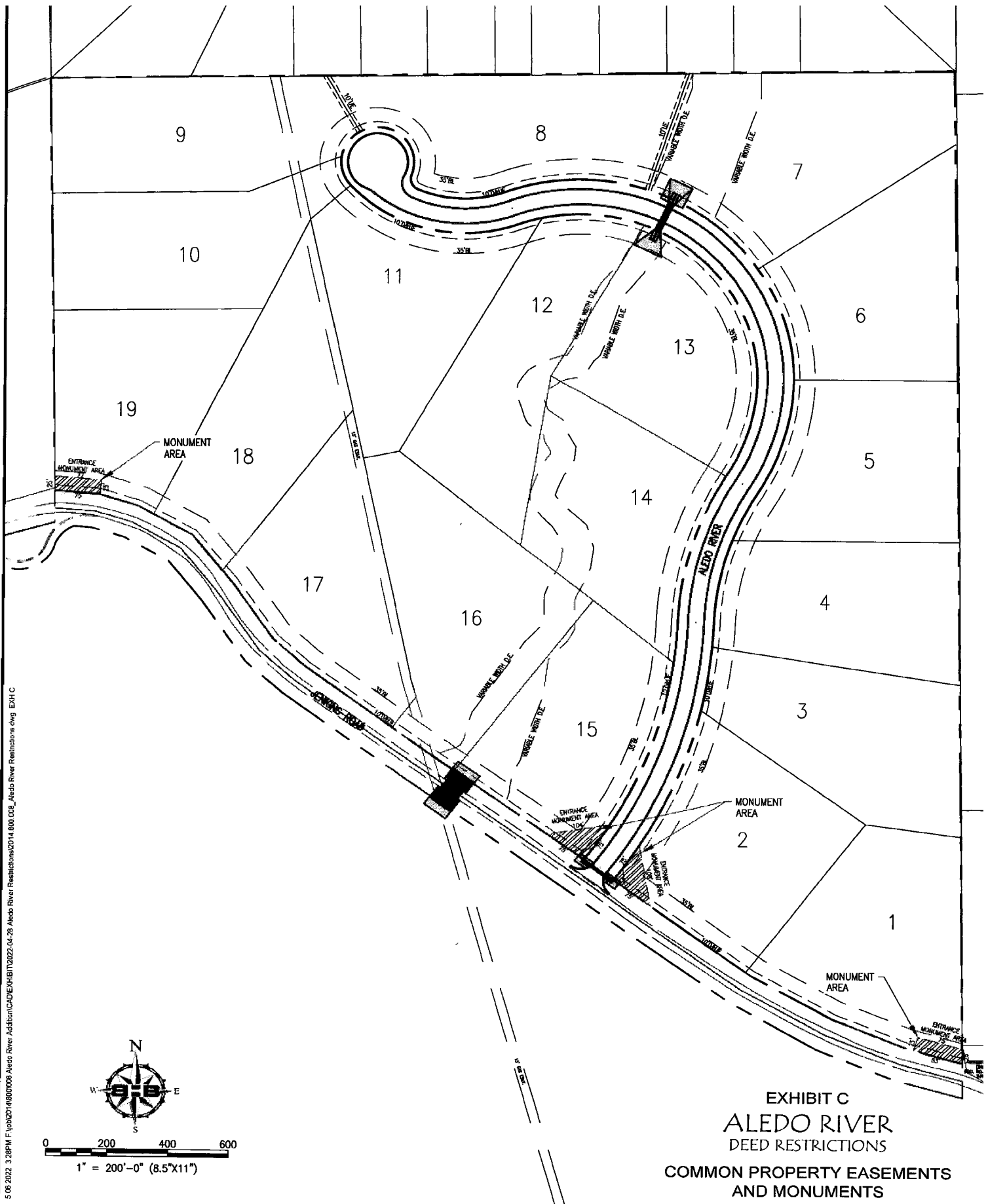
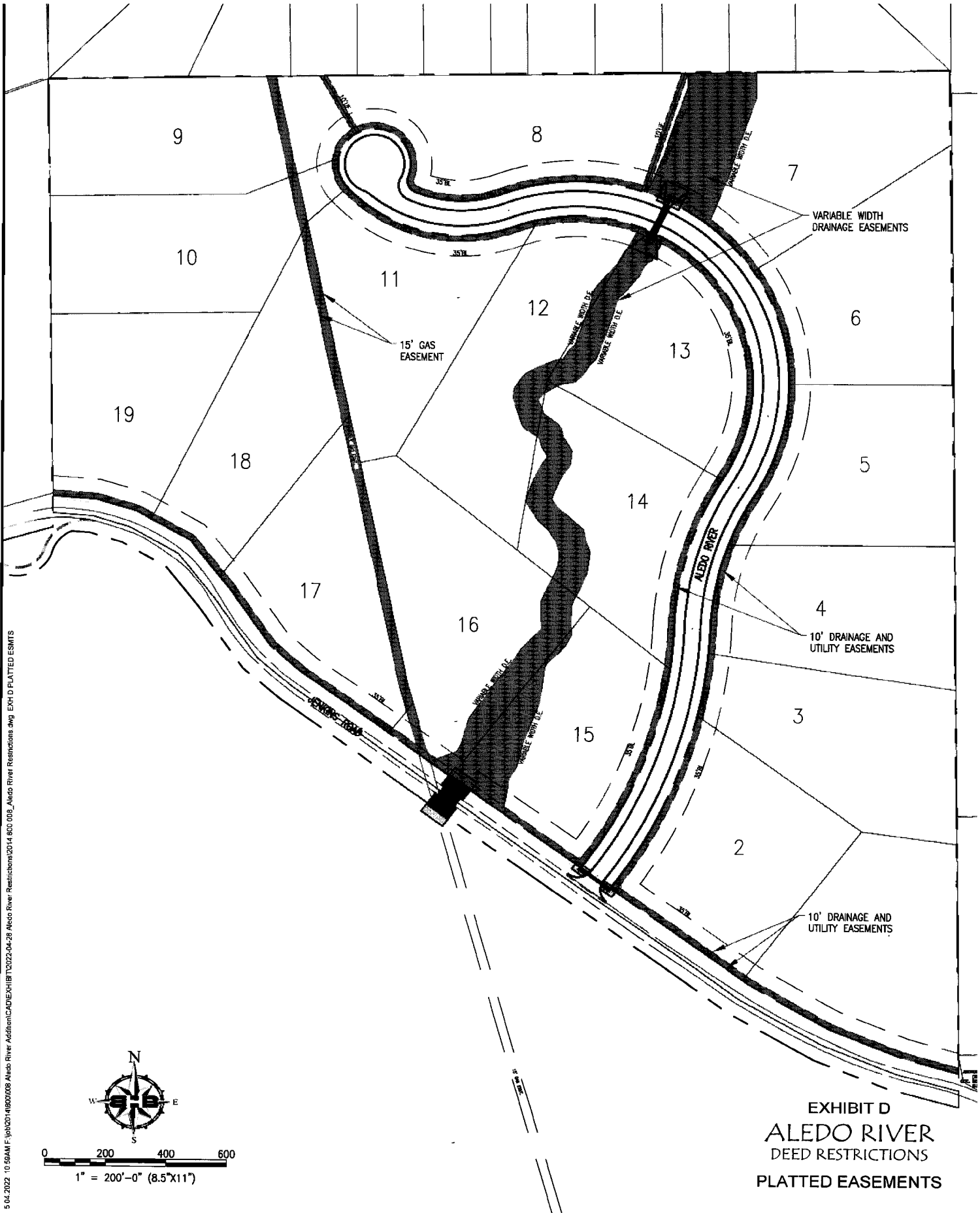


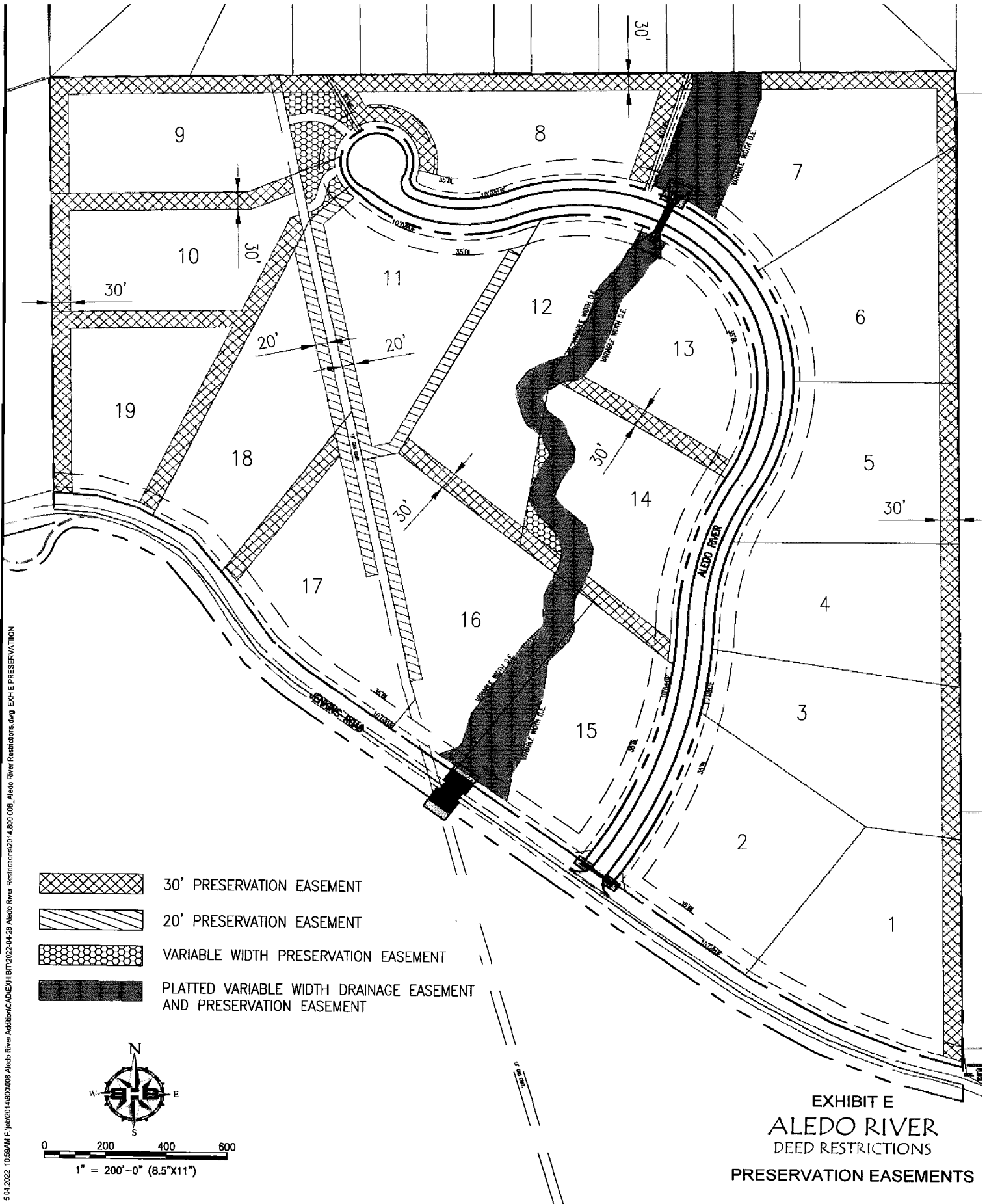
EXHIBIT C
ALEDO RIVER
DEED RESTRICTIONS
COMMON PROPERTY EASEMENTS
AND MONUMENTS


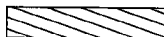
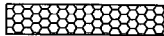

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EXHIBIT D
ALEDO RIVER
DEED RESTRICTIONS
PLATTED EASEMENTS



-  30' PRESERVATION EASEMENT
-  20' PRESERVATION EASEMENT
-  VARIABLE WIDTH PRESERVATION EASEMENT
-  PLATTED VARIABLE WIDTH DRAINAGE EASEMENT AND PRESERVATION EASEMENT



0 200 400 600
 1" = 200'-0" (8.5"x11")

EXHIBIT E
 ALEDO RIVER
 DEED RESTRICTIONS
 PRESERVATION EASEMENTS

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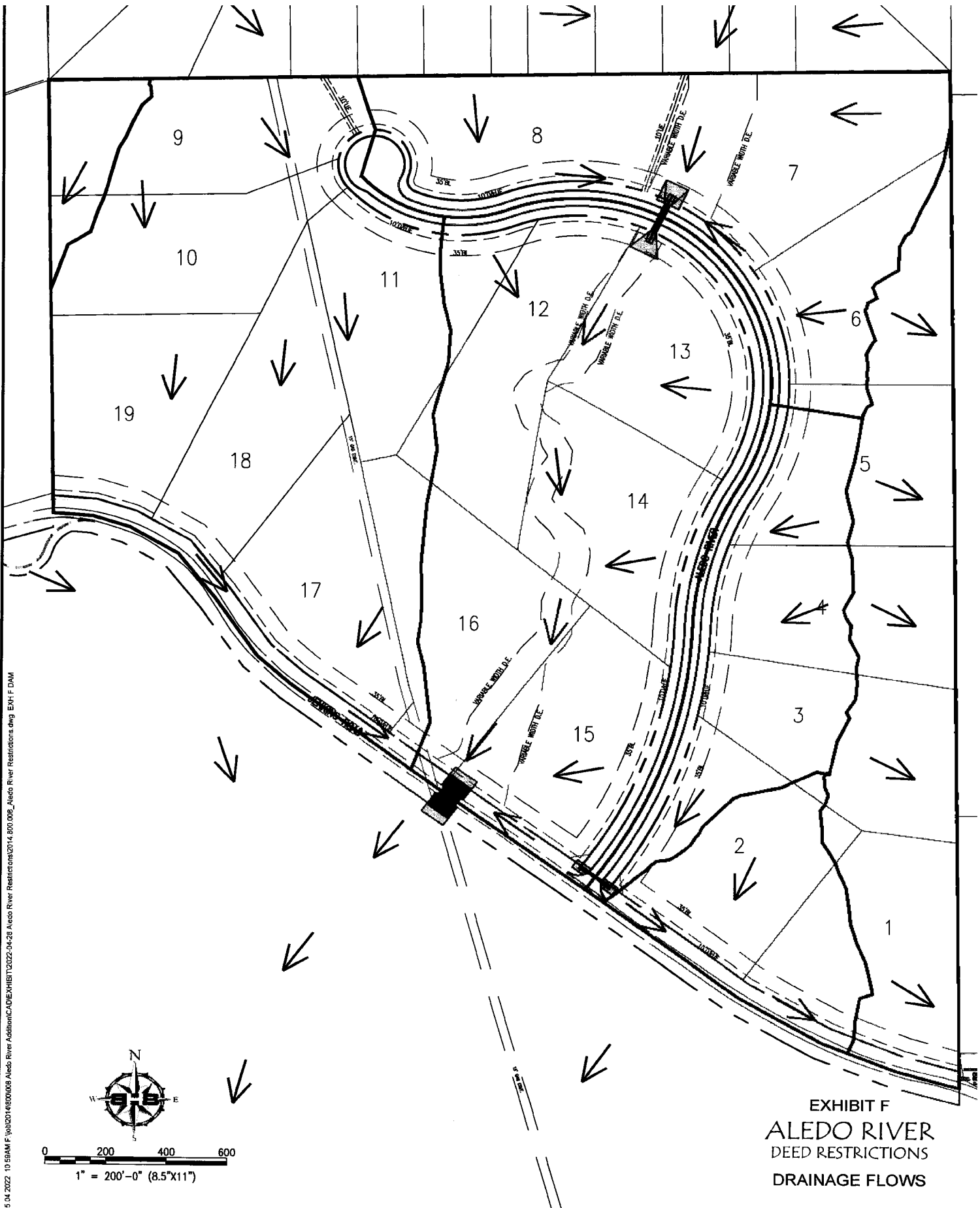
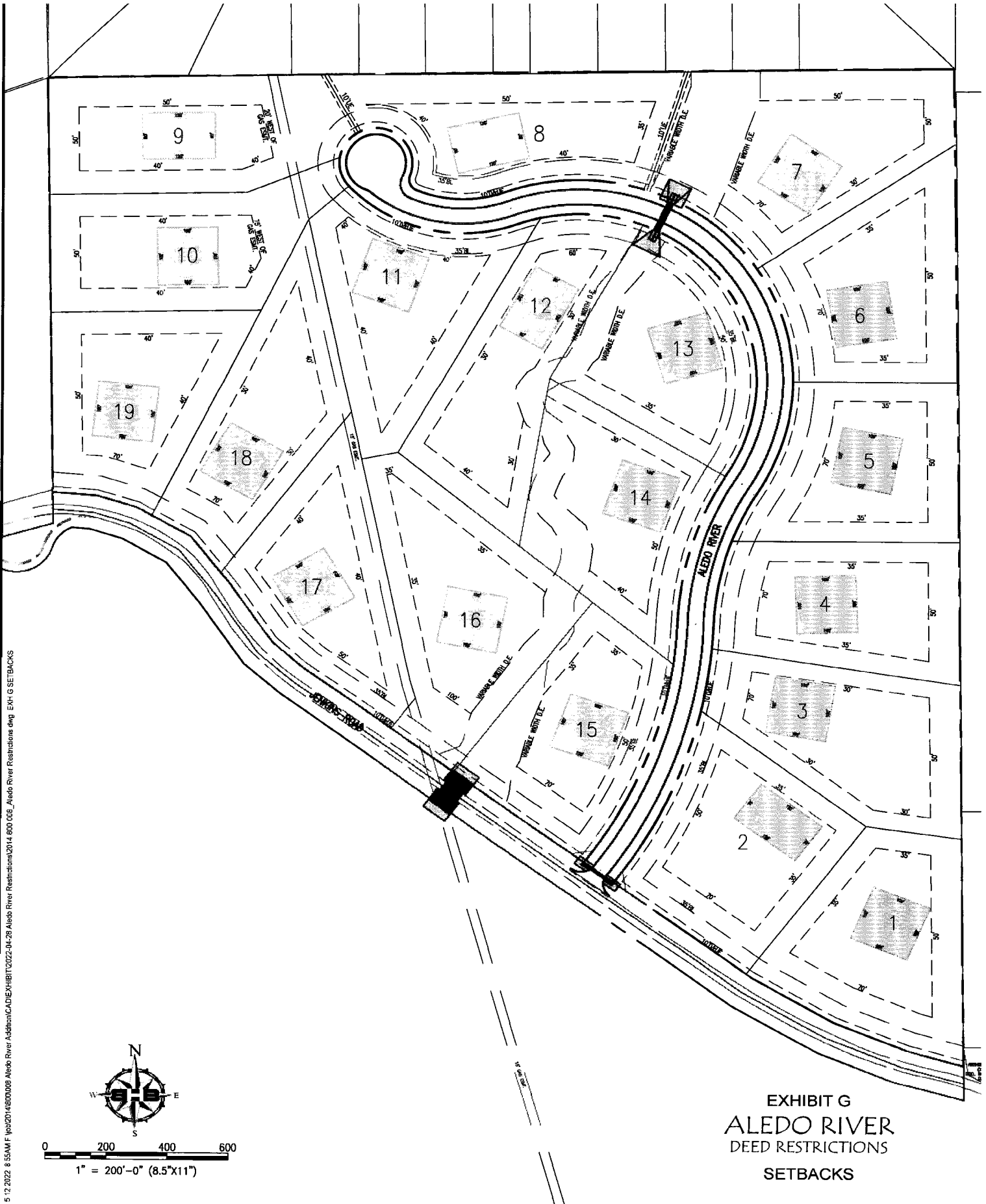


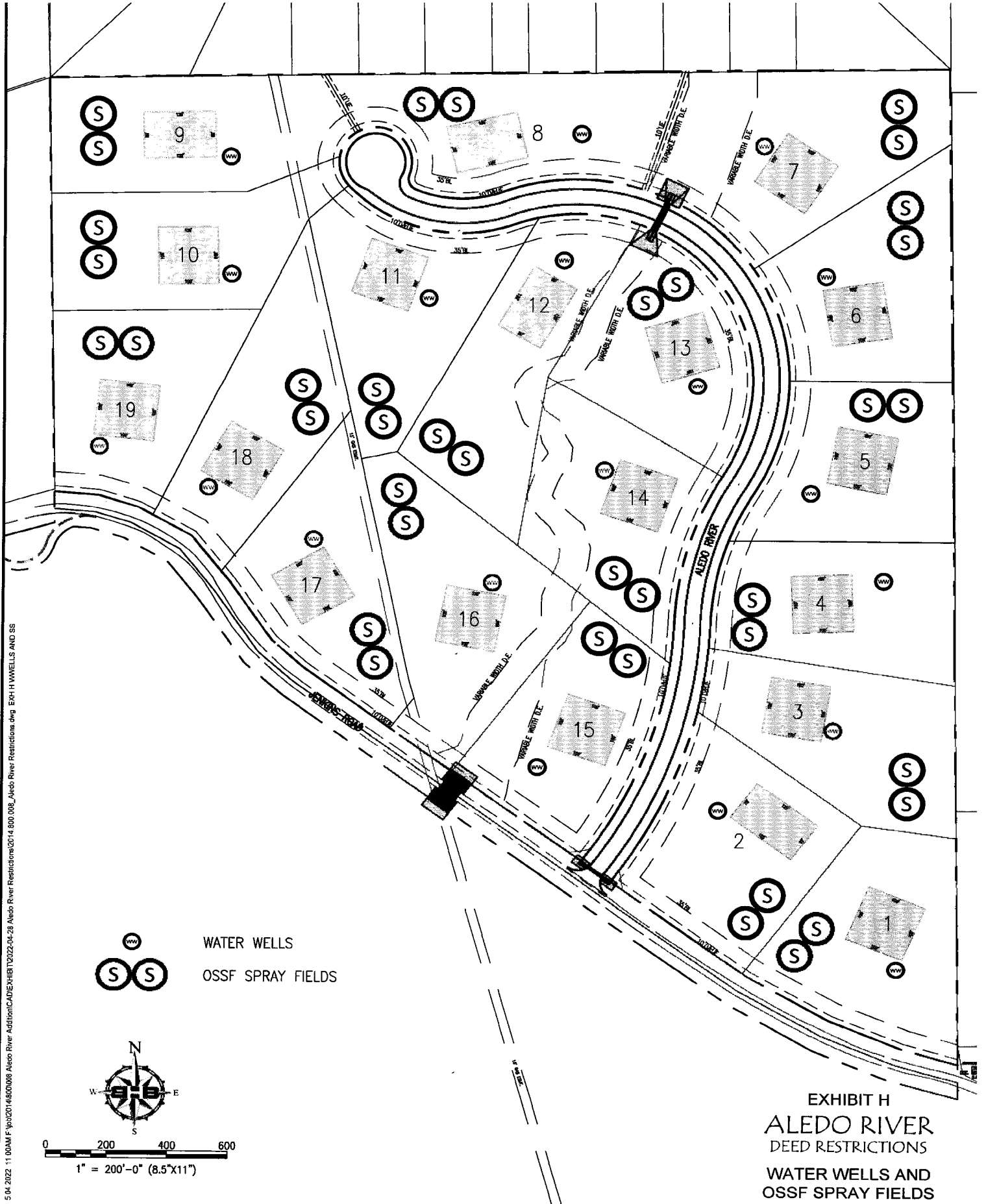
EXHIBIT F
ALEDO RIVER
DEED RESTRICTIONS
DRAINAGE FLOWS

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EXHIBIT G
ALEJO RIVER
DEED RESTRICTIONS
SETBACKS



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EXHIBIT H
ALEDO RIVER
DEED RESTRICTIONS
WATER WELLS AND
OSSF SPRAY FIELDS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

202218790
05/16/2022 01:03:36 PM
Fee: \$262.00
Lila Deakle, County Clerk
Parker County, Texas
DECLARE