

AFTER RECORDING RETURN TO:
Timothy D. Hagen
Hagen & Parsons, P.C.
North Central Plaza Three
12801 N. Central Expwy., Suite 370
Dallas, Texas 75243

(972) 386-0440

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PINE RIDGE ESTATES OF LAKE PALESTINE**

THIS DECLARATION (herein so called) is made this 23rd day of October, 1997, by JEFFORY D. BLACKARD, individually and as agent and attorney in fact for LINDA SEPTIEN BLACKARD (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article II hereof and described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to create thereon a residential community with residential lots, open spaces, landscaping, streets, common lighting, fencing, drives, screening walls, lakes, controlled access systems, and other common improvements for the benefit of the community; and

WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping, streets, common lighting, fencing, drives, screening walls, lakes, controlled access systems, and other common improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an owners' association to which would be delegated and assigned the powers of (i) maintaining and administering the common properties and facilities, (ii) administering and enforcing the covenants and restrictions contained herein, and (iii) collecting and disbursing the assessments and charges hereinafter created; and

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WHEREAS, Declarant has caused or will cause a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Architectural Control Committee" shall mean and refer to the architectural control committee described in Article X hereof.

(b) "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association as may be amended from time to time.

(c) "Association" shall mean and refer to Pine Ridge Estates on Lake Palestine Residential Association, Inc., a Texas non-profit corporation, which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce the Covenants and Restrictions. The Association shall, commencing on the date of recordation of this Declaration and continuing for an indefinite period of time, exist as an unincorporated association and at a point in time deemed appropriate by the Declarant, consistent with the objectives herein and the circumstances then existing, the Declarant will cause the incorporation of the Association as a non-profit corporation under the laws of the State of Texas.

(d) "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

(e) "Bylaws" shall mean and refer to the bylaws of the Association, as may be amended from time to time.

(f) "Class A Members" shall have the meaning set forth in Section 3.02 hereof.

(g) "Class B Members" shall have the meaning set forth in Section 3.02 hereof.

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(h) "Common Properties" shall mean and refer to (i) those certain streets, drives, street lights, street signs, traffic control devices, parkway areas, landscaped medians, landscaping improvements, plantings, screening walls, fencing, sprinkler systems, lakes, controlled access systems and easements, among other amenities, as are more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes, all of which are intended to be devoted to the common use and enjoyment of the Owners; and (ii) any areas of land, improvements or other property rights within the Properties which are now or hereafter designated by the Declarant or the Board of Directors as Common Properties intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon. The Declarant may hold record title to all or a portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant) after the Association has been incorporated, record title to those portions of the Common Properties which are owned by the Declarant in fee, as an easement or otherwise will be transferred from the Declarant to the Association.

(i) "Declarant" shall mean and refer to Jeffory D. Blackard, individually and as agent and attorney in fact for Linda Septien Blackard, his heirs, executors, administrators, successors and assigns, if such successors and/or assigns become same by express assignment by Pine Ridge Estates Joint Venture of its rights as Declarant hereunder or by operation of law. No person or entity purchasing one or more Lots from Pine Ridge Estates Joint Venture in the ordinary course of business shall be considered as "Declarant".

(j) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling. Some portions of the Common Properties may be platted as a "lot" on the recorded subdivision plat, however, these lots shall be excluded from the concept and definition of lot as used herein.

(k) "Member" shall mean and refer to each Owner as provided in Article III hereof.

(l) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(m) "Plat" shall mean and refer to the Final Plat of Pine Ridge Estates on Lake Palestine, an addition to Smith County, Texas, according to the map or plat thereof recorded in Volume _____, Page _____ of the Plat Records of Smith County, Texas.

(n) "Properties" shall mean and refer to the properties subject to this Declaration as described on Exhibit "A" attached hereto, together with such additions as may hereafter be made thereto (as provided in Article II).

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ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.01 Existing Properties. The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in Smith County, State of Texas, and are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

2.02 Additions to Properties. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property (whether owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not materially inconsistent with this Declaration in a manner which adversely affects the concept of this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(d) The Declarant shall have the right and option [without the joinder, approval or consent of any person(s) or entity(ies)] to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one-half (1/2) mile of any real property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be an Owner [a Class A or Class B Member] by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Properties, the Declarant shall continue

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to be entitled to implement and exercise all its rights under and pursuant to this Section 2.02 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 2.02, subsequent to such annexation, merger or consolidation, the Declarant shall be and become a Class B Member with respect to the Lots owned by it within the Properties, as such Properties have been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Board of Directors may declare that an Owner is not a Member in good standing because of unpaid dues, fines, late charges, interest, legal fees, and/or any other Assessment of any nature. The Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until such unpaid amounts are paid in full.

3.02 Classes of Membership. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote (1) be cast with respect to any such Lot.

CLASS B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to six (6) votes for each Lot which Declarant holds the interest required for membership. The Class B membership shall cease, and each Class B Member shall become a Class A Member, upon the earlier to occur of the following:

- (i) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class B membership; or
- (ii) when Declarant no longer owns record title to any of the Lots; or

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(iii) on the tenth (10th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Smith County, Texas.

Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the tenth (10th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Smith County, Texas, whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

Owners of exempt properties as described in Section 5.11 hereof shall be Members but shall not have voting rights.

3.03 Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, regardless of class, at a meeting duly called, written notice of which shall be given to all Members not less than ten (10) days nor more than fifty (50) days in advance.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, a majority of all of the votes of the Association, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Bylaws or this Declaration or as provided by the laws of the State of Texas. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirement herein set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing, approving of the action to be taken, shall be signed by all Members.

(d) Except as otherwise specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

(e) During the period of time that the Association is unincorporated, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meetings (if any) of the Members; provided, however, that

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prior to incorporation, without the written approval of the Declarant, no Member (other than Declarant) shall have a right to vote on any matter, or to call any meetings of the Members. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.03 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a non-exclusive right and easement of use and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every Lot; provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

4.02 Title to the Common Properties. The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association at such point in time deemed reasonable and appropriate by the Declarant. Prior to the date the Common Properties are conveyed to the Association, the Declarant shall retain the right to sell portions of the Common Properties to Owners if Declarant, in its sole discretion, deems such sale to be for the best interest of the development.

4.03 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to and limited by the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties.

(b) Liens of mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by the Declarant to develop and improve the Common Properties or by the Association to improve or maintain all or any portion of the Common Properties;

(c) The right of the Declarant and/or the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance for all or a portion of the Common Properties or providing materials or services consistent with the purposes of the Association;

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

(e) The right of the Association, as may be provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties for any period during which any assessment against a Lot owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

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(f) The right of the Declarant or the Association, subject to approval by written consent by the Member(s) having a majority of the outstanding votes of the Members, in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members;

(g) The right of the Declarant or the Association, at any time, to make such reasonable amendments to the Plat, as it deems advisable, in its sole discretion. All Members are advised that a portion of the Common Properties may be located within the platted and dedicated public rights-of-way and in connection therewith the public shall have rights of use and enjoyment of Common Properties located within the public rights-of-way; and

(h) With respect to any and all portions of the Common Properties, Declarant, until Declarant no longer owns record title to any Lot or the tenth (10th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Smith County, Texas, whichever is the first to occur, shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by Smith County or any other governmental agency having appropriate jurisdiction over the Common Properties) to: (i) alter, improve, landscape and/or maintain the Common Properties; (ii) rechannel, realign, dam, bridge, bulwark, culvert and otherwise employ or utilize construction and/or engineering measures and activities of any kind or nature whatsoever upon or within the Common Properties; (iii) zone, rezone, or seek and obtain variances or permits of any kind or nature whatsoever upon or within the Common Properties; (iv) replat or redesign the shape or configuration of the Common Properties; and (v) seek and obtain any and all permits, licenses or exemptions from any and all governmental agencies exercising jurisdiction over the Common Properties and/or the uses or activities thereon.

ARTICLE V COVENANTS FOR ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay to the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges (as specified in Section 5.04 hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 5.05 hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) individual special assessments levied against one or more Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of such Owner or Owners, his tenants (if applicable), and their respective family, agents, guests and invitees, and not caused by ordinary wear and tear

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(as specified in Section 5.05 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 5.01 (hereinafter, the "Assessment" or the "Assessments," together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the Assessment fell due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. Existing obligations of an Owner to pay Assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Assessment was due; provided, however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

5.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for (i) the purpose of promoting the recreation, comfort, health, safety and welfare of the Members and/or the residents of the Properties; (ii) managing the Common Properties; (iii) enhancing the quality of life in the Properties and the value of the Properties; (iv) improving and maintaining the Common Properties, the properties, services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes on the Common Properties and insurance in connection therewith and the repair, replacement and additions thereto; (v) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (vi) carrying out the powers and duties of the Board of Directors of the Association as set forth in this Declaration and the Bylaws; (vii) carrying out the purposes of the Association as stated in its Articles of Incorporation; and (viii) carrying out the powers and duties relating to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association.

5.03 Improvement and Maintenance of the Common Properties Prior to Conveyance to the Association. Initially, all improvement of the Common Properties shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association. After the initial improvements to the Common Properties are substantially completed and until the date of the conveyance of the title to the Common Properties to the Association, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with right of Assessment against all Owners) of maintaining the Common Properties, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, and until such time as the Common Properties are conveyed to the Association, all Assessments collected by the Association (less such amount required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such Assessments are required by Declarant to maintain the Common Properties as set forth in this Paragraph. The Association may rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to maintain the Common Properties hereunder.

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5.04 Annual Maintenance Assessments.

(a) Commencing with the year beginning January 1, 1998, and each year thereafter, each Member shall pay to the Association an annual maintenance assessment in such amount as set by the Board of Directors, at its annual meeting next preceding such January 1, 1998, and each successive January 1 thereafter.

(b) Subject to the provisions of Section 5.04(c) hereof, the rate of annual maintenance assessments may be increased by the Board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.

(c) An increase in the rate of the annual maintenance assessments as authorized by Section 5.04(b) hereof in excess of twenty-five percent (25%) of the preceding year's annual maintenance assessments must be approved by the Members in accordance with Section 3.03 hereof.

(d) When the annual maintenance assessment is computed for Lots, all or a portion of such annual maintenance assessment shall be payable to the Association by the Member according to the status of the Lot owned by such Member as follows:

(i) As to a Lot owned by a Class A Member, the full annual maintenance assessment shall be payable.

(ii) As to a Lot owned by a Class B Member, one-quarter (1/4) of the annual maintenance assessment shall be payable.

Notwithstanding the foregoing for a period of five (5) years after the date hereof or until there is no longer any Class B membership, whichever occurs first, at Declarant's option, Declarant shall not be required to pay any Assessments with respect to any Lot owned by Declarant which has not been improved with a completed dwelling structure thereon; provided, however, that in the event Declarant elects not to pay any such Assessments during such period for so long as Declarant is the Owner of any Lot, Declarant shall subsidize the Association to the extent necessary to cover all net operating losses incurred by the Association in the operation or maintenance of the Common Properties, but Declarant shall not be required to subsidize the Association in an amount in excess of the Assessments which Declarant would otherwise have been required to pay hereunder. If Declarant subsidizes the Association and the Association thereafter accumulates a surplus or positive account balance, the Association shall reimburse the Declarant for the amount of such subsidies to the extent of the surplus or positive account balance. If Declarant subsidizes the Association in an amount in excess of the Assessments which Declarant would otherwise have been required to pay pursuant to this Declaration, all of such excess amounts shall constitute loans from Declarant to the Association which shall be payable by the Association to Declarant on demand. After the expiration of such period, Declarant shall be required to pay Assessments in accordance with the provisions

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hereof, but Declarant shall not be required to subsidize the Association in an amount in excess of the Assessments which Declarant would otherwise have been required to pay hereunder.

(e) Notwithstanding anything herein contained to the contrary, prior to January 1, 1999, the maximum annual maintenance assessment chargeable against any Lot for which a full assessment is payable shall not exceed \$40.00 per month.

(f) The Board of Directors may provide that annual maintenance assessments shall be paid monthly, quarter-annually, semi-annually or annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual maintenance assessments to be paid by each Member, and (iii) establish the date of commencement of the annual maintenance assessments. Written notice of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.

(g) The annual maintenance assessments shall include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Properties and/or for fulfillment of future obligations of the Association. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments.

5.05 Special Capital Assessments and Special Individual Assessments.

(a) In addition to the annual maintenance assessments authorized in Section 5.04 hereof, the Board of Directors of the Association may levy in any calendar assessment year a special capital assessment for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Properties or Common Properties, including the necessary fixtures and personal property related thereto (ii) maintaining portions of the Common Properties and improvements thereon, or (iii) carrying out other purposes of the Association; provided, however, that any such special capital assessment levied by the Association shall have the approval of the Members in accordance with Section 3.03 hereof. Any special capital assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association may only be used for the purposes

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set forth in this Section 5.05 and shall be deposited by the Board of Directors in a separate bank account to be held in trust for such purpose. These funds shall not be commingled with any other funds of the Association.

(b) The Board of Directors of the Association may levy special individual assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Properties or Common Properties and improvements thereto occasioned by the willful or negligent acts of such Owner or Owners and not ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws of the Association or any rules or regulation promulgated hereunder. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 5.05 shall belong to and remain with the Association.

5.06 Uniform Rate of Annual Maintenance Assessments and Special Capital Assessments. Both annual maintenance assessments and special capital assessments (excepting therefrom special individual assessments) must be fixed at a uniform rate for all Lots, and be payable as set forth herein. Unless a majority of the Owners and their respective first mortgagees have given prior written approval, the Board of Directors of the Association shall not change the pro rata obligations of any Lot (or Owner thereof) for purposes of levying annual maintenance assessments and/or special capital assessments.

5.07 Date of Commencement of Assessments; Due Dates; No Offsets. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors to be the date of commencement and, except as hereinafter provided, shall be payable monthly, quarter-annually, semi-annually or annually, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 5.04 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under Section 5.05 hereof shall be fixed in the respective resolution authorizing such assessment. Annual maintenance, special capital and special individual assessments may be established, collected and enforced by the Declarant at any time prior to the incorporation of the Association. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

5.08 Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and

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shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of all assessments shall be delivered or mailed to every Owner subject thereto. Such notice shall be sent to each Owner at the last address provided by each Owner, in writing, to the Association.

(c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

5.09 Non-Payment of Assessment.

(a) Delinquency. Any Assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate. In addition to the foregoing, if any Assessment remains unpaid at the expiration of fifteen (15) days after the due date established by the Board, a late charge in the amount of \$15.00 shall be assessed against the non-paying Owner for each month that any portion of any Assessment remains unpaid. A service charge in the amount of \$25.00 shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and services charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of regular or special Assessments.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date is and shall be, together with the interest thereon as provided in Section 5.09(a) hereof and the cost of collection thereof, including reasonable attorneys' fees, a continuing debt, secured by, and there is hereby impressed upon and created against each Lot, a lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of

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such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot.

To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Smith County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner upon recordation of this Declaration with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment:

- (i) the interest provided in this Section,
- (ii) the costs of preparing and filing the complaint in such action,
- (iii) the reasonable attorneys' fees incurred in connection with such action, and
- (iv) any other costs of collection;

and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment in accordance with this Declaration and/or the Bylaws.

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(d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties, shall report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

5.10 Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter recorded against any Lot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

5.11 Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created in Section 5.04 and Section 5.05(a) hereof:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Properties.

5.12 Estoppel Information from Board with Respect to Assessments. The Board shall upon demand at any time furnish to any Owner liable for an Assessment, a certificate signed by an officer or agent of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors of the Association for the issuance of such certificates.

**ARTICLE VI
GENERAL POWERS AND DUTIES
OF BOARD OF DIRECTORS OF THE ASSOCIATION**

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. Prior to the incorporation of the Association, the Declarant shall select and appoint the Board of Directors, each of whom shall be a Class A or Class B Member, or an officer, employee, representative or agent of a Class A or Class B Member. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Properties, the Common Properties and the Owners, shall provide and pay for, out of the funds(s) collected by the Association pursuant to Article V above, the following:

(a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties.

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Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from the reserve fund as specifically provided in Section 6.05 herein.

(b) Care and maintenance of the roads, streets, alleys, security facilities, fencing, irrigation, landscaping, screening walls and entry features which may be constructed on and constitute a part of the Common Properties. Maintenance includes all repair, rebuilding or cleaning deemed necessary by the Board of Directors.

(c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on the Common Properties and/or the Lots, except for landscaping and other like improvements which are located within rear yards or side yards enclosed by solid fence, which shall be maintained by the individual Lot Owner. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

(d) The Association shall have the right to control access to and prevent persons from coming onto the Properties. The Association may maintain access control facilities located at the entrances to the Properties and may retain a private security service for the Properties for the purpose of preventing persons from entering onto the Properties without the prior approval of an Owner or Declarant. The access control facilities may be operated by the Association, its employee or agent, at such hours and times as the Board may determine from time to time. Nothing contained herein shall be construed so as to hold Declarant or the Association, or any of their employees or agents, responsible for the prevention, nor liable for any loss or losses due to theft, burglary, or damage, or any injury to persons or property caused by persons gaining access to the Properties.

NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, AND NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND RESIDENTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL REVIEW COMMITTEE DO NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO ANY SECURITY SYSTEM, FIRE PROTECTION SYSTEM, OR BURGLAR ALARM SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO DESIGN GUIDELINES

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ESTABLISHED BY THE DECLARANT OR THE ARCHITECTURAL REVIEW COMMITTEE. EACH OWNER AND RESIDENT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL REVIEW COMMITTEE, THE DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND RESIDENT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL REVIEW COMMITTEE, THE DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, RESIDENT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO SECURITY SYSTEMS OR ANY FIRE AND/OR BURGLAR ALARM SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

Controlled access services and maintenance of the controlled access systems may include guard houses, guard service and controlled access gates, which may be constructed by Declarant on the Common Properties or on private property. Maintenance may include, but not be limited to, all repairs, rebuilding and cleaning as required. The exact scope of controlled access services shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the operation and maintenance of the security system, including security guard service. Security services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

(e) The services of a person or firm to manage and/or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(f) Legal and accounting services.

(g) A policy or policies of insurance ensuring the Association, its officers and directors against any liability to the public or to the Owners (and/or their invitees or tenants) incident to the operation of the Association, including, without limitation, officers' and directors' liability insurance.

(h) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

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(i) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(j) Any other materials, supplies, insurance or property owned by the Association, furniture, labor, services, maintenance, repairs, alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(k) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.

(l) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on one or more Lots with respect to: (i) taxes on the Common Properties and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned in this Declaration.

(m) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(n) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties, expressly including the power to enter into management and maintenance contracts.

(o) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

(p) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by a majority of the Members in the portions affected.

(q) Subsequent to incorporation, to make available to each Owner, within one hundred twenty (120) days after the end of each year, an unaudited annual report.

(r) Pursuant to Article VII herein, 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.

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(s) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration, the provisions of any Supplementary Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules.

6.02 Board Powers. From and after the date on which the title to the Common Properties has been conveyed to the Association, the Board shall have the right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

6.03 Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or any third party for the performance by the Association of services upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

6.04 Liability Limitations. No Member, officer of the Association or member of the Board of Directors shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

The Common Properties may be subject to storm water overflow, natural bank erosion and other natural or man-made events or occurrences to extents which cannot be defined or controlled. Under no circumstances shall Declarant ever be held liable for any damages or injuries of any kind or character or nature whatsoever resulting from: (i) the occurrence of any natural phenomena; (ii) the failure or defect of any structure or structures situated on or within the Common Properties; and (iii) any act, conduct, omission or behavior of any individual, group of individuals, entity or enterprise occurring on, within or related to the Common Properties.

6.05 Reserve Funds. The Board may establish reserve funds, for such purposes as may be determined by the Board, which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association. Expenditures from any such fund will be made at the direction of the Board. The reserve fund provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the subdivision, and maintaining the subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors. Capital expenditures from this fund may include by way of example, but not be limited to, street and street light repair, lake improvements or other repair of major damage to the Common Properties not covered by insurance.

ARTICLE VII INSURANCE; REPAIR AND RESTORATION

7.01 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common

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Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.

(b) Public liability and property damage insurance on a broad form basis.

(c) Fidelity bond for all directors, officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.

(d) Officers and directors liability insurance.

7.02 Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

7.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article V of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

7.04 Mortgagee Protection. There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement, subject to the provisions of Section 7.02 hereof. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', materialmen's and similar liens which may result from said repairs or replacements are satisfied.

7.05 Destruction of Improvements on Individual Lots. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause each Owner covenants and agrees to clear and remove any and all debris resulting from such damage within two (2) months after the date that the damage occurs and to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year after the date that the damage occurs.

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**ARTICLE VIII
USE OF COMMON PROPERTIES**

The Common Properties may be occupied and used as follows:

8.01 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association. No waste shall be committed in or on the Common Properties.

8.02 Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, tenants or invitees.

8.03 Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees, incurred by the Association in connection therewith.

**ARTICLE IX
USE OF PROPERTIES AND LOTS; PROTECTIVE COVENANTS**

The Properties and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

9.01 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex apartment, garage apartment, or other apartment use.

9.02 Replatting of Lots. No Lot shall be resubdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Owners, to file a replat of the Plat to effect a resubdivision or reconfiguration of any Lots then owned by Declarant. Owners shall not unreasonably withhold or delay their joinder in or consent to the replat or amendments to the Plat. The privilege to replat Lots owned by the Declarant reserved in this Section 9.02 shall be exercisable only by Declarant.

9.03 Minimum Floor Space. All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling constructed on any Lot in the subdivision shall contain a minimum of one thousand two hundred fifty (1,250) square feet. **See First Amendment for new minimum sq. footage**

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9.04 Combining Lots. Any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefor being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of any governmental authority having jurisdiction over the Properties. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

9.05 Setback Requirements and Building Location. All front, side and rear setbacks must be approved by the Architectural Control Committee, and must meet the requirements of the Plat. The location of the main residence on each Lot and the facing of the main elevation with respect to the street shall be subject to the written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the property lines indicated by the minimum building setback line on the Plat.

9.06 Height. No building or structure on any Lot shall contain more than two (2) stories or exceed, in height, the maximum height allowed by Smith County, such height to be measured and determined in accordance with the method approved by Smith County.

9.07 Driveways. Each Lot must be accessible to the adjoining street by a driveway suitable for such purposes and approved in writing as to design, materials and location by the Architectural Control Committee before the residential structure located on such Lot may be occupied or used.

9.08 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

9.09 Drainage. Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will generally flow to streets, alleys, drainage easements, or Common Properties, and in conformity with the general drainage plans for the subdivision.

9.10 Utilities. Each residence situated on a Lot shall be connected to the water line as soon as practicable after same are available at the Lot line. No privy or cesspool shall be placed or maintained upon or in any Lot. However, portable toilets will be required during building construction. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle or cylinder be installed underground. Any control

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boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Properties or from any other Lot.

9.11 Construction Requirements.

(a) The exterior surface of all residential dwellings shall be constructed of glass, wood, brick, stone, stucco, or other materials approved by the Architectural Control Committee.

The use of various roofing materials within the subdivision shall be permitted, however, no roofing material shall be used without first obtaining the Architectural Control Committee's written approval of same. The Architectural Control Committee will only approve roofing materials which are of a quality consistent with the external design, color and appearance of other improvements within the subdivision. Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee.

(b) No above ground-level swimming pools shall be installed on any Lot.

(c) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(d) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.

(e) Basketball backboards may be installed above the garage doors and freestanding goals may be installed twenty (20) feet behind the front building line of such Lot. Any other locations will require the express written approval of the Architectural Control Committee.

9.12 Landscaping. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee. Weather permitting, each Lot shall be fully landscaped within one hundred twenty (120) days after the date the residence thereon is occupied. Each Lot Owner shall be responsible for maintaining his own lawn and landscaping in a healthy and attractive condition.

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9.13 Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. The Architectural Control Committee will strive to protect and preserve lake and other natural views of the Owners. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the Plat, unless otherwise permitted by the Architectural Control Committee and in accordance with the requirements of Smith County. No chain link fence or other wire type fence shall be erected on any Lot except for temporary chain link fencing installed along the perimeter of the subdivision for interim security.

9.14 Trash Receptacles and Collection. Each Lot Owner shall make or cause to be made appropriate arrangements with Smith County or other municipal authority, for collection and removal of garbage and trash on a regular basis. If the Owner fails to make such provisions, the Association may do so and assess the costs thereof to the Owner. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by Smith County and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, or other containers approved by Smith County, and which shall be maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

9.15 Exterior Lighting. No exterior light, including landscape lighting, shall be installed or maintained on any Lot without the prior written approval of the Architectural Control Committee. Further, and notwithstanding such prior written approval, upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

9.16 Window Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Properties.

9.17 Antennas Restrictions, Satellite Dishes and Playground Structures. No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free standing antennas of any style be permitted. All radio or television aerial wires or antennas must be built within the main structure and must not be visible from outside of such structure. The location of all satellite dishes shall be subject to the prior written approval of the Architectural Control Committee. No satellite dish or playground structure shall be visible from public streets, Common Properties or adjoining Lots. **See First Amendment for changes**

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Initials _____
Initials _____

9.18 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location, except for a sale, pre-sale or construction trailer; provided, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with the construction and sales operations on the Properties, but in no event shall a builder have such right for a period in excess of one (1) year after the date of substantial completion of his last residence on the Properties. Any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper or any vehicle other than conventional automobile shall, if brought within the Properties, be stored, placed or parked within the garage of the appropriate Owner or concealed from view from adjoining Lots, Common Properties, or streets, unless approved in writing by the Architectural Control Committee.

9.19 Parking. On-street parking is restricted to approved deliveries, pick-up or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors. Parking in driveways is permitted; provided, however, no inoperable vehicles, no stored vehicles, or vehicles not utilized on a daily basis shall be permitted to be parked in driveways.

9.20 Signs. No signs, flags or flag poles shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots; (ii) the patriotic display of flags not exceeding 4' x 6' in size shall be permitted on customary holidays; and (iii) signs of customary dimensions (3' x 4' maximum) advertising said property or portions thereof for sale. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of Smith County, as such standards may be applicable to the Properties.

9.21 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

9.22 Drilling and Mining Operations. No oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

9.23 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept

Date	_____
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on any residential Lot, except that dogs, cats or other household pets [not to exceed three (3) adult animals] and horses [not to exceed two (2)], with the prior written approval of the Architectural Control Committee, may be kept, provided that they are not kept, bred or maintained for commercial purposes. **See First Amendment for changes**

9.24 Duty of Maintenance.

(a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas;
- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (vii) Keeping parking areas, driveways, curbs and roads in good repair;
- (viii) Complying with all government health and police requirements;
- (ix) Repair of exterior damages to improvements;
- (x) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association; and
- (xi) Repainting of improvements.

(b) If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall

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Initials _____

have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

(c) Notwithstanding the provisions of Section 9.24(b) above, if, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto the Lot of such Owner for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum up to One Hundred and No/100 Dollars (\$100.00) for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, the Association shall have the right and authority to mow and clean the Lot, as aforesaid.

(d) The Owners and occupants (including lessees) of any Lot on which work is performed pursuant to Sections 9.24(b) and (c) above shall, jointly and severally, be liable for the cost of such work [such costs constituting a special individual assessment as specified in Section 5.05(b) hereof] and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against that portion of the Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

9.25 Timesharing. No Lot or residence constructed on a Lot shall be subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot and residence constructed thereon rotates among members of a program on a fixed or floating time schedule over a period of years.

9.26 Lakes and Waterway. No boat or other vehicle powered by gas or another petroleum product shall be permitted on any of the lakes or waterway comprising a portion of the Common Properties.

9.27 Home-based Business - See

First Amendment

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

10.01 Architectural Control Committee. And as long as Declarant holds title to any of the Lots, the Architectural Control Committee, hereinafter called the "Committee", shall be composed of three (3) or more individuals selected and appointed by the Declarant. At such time as Declarant no longer owns any Lots, the Committee shall be composed of such individuals selected by a vote of the Members taken in accordance with Section 3.03 hereof. The Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Properties. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

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A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, nor their designated representative, shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken, or inactions in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same in the Office of the County Clerk of Smith County, Texas.

10.02 Architectural Approval. No building, structure, shed, fence, wall, boat dock, pier or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefor have been submitted to and approved in writing by the Committee or a representative or agent designated by the Committee to act on behalf of the Committee as to: (i) location with respect to Lot lines; topography; finished grades elevation; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage arrangement, (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping, (iii) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. In connection with the submission of such plot plan, construction plans and specifications, and landscaping and grading plans, the Committee may require that the submitting party pay a fee of up to \$100.00 per submission, which fee shall be payable to the Committee or, if the Committee elects, to a representative designated by the Committee to review such plans and specifications. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted, then Committee approval shall be presumed; provided, however, that nothing in this paragraph shall affect in any way the

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method for seeking or granting variances, as described in Section 10.03 hereof, nor shall any failure of the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one residential dwelling which would overlook the enclosed patio area of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee.

The Committee may, from time to time, publish and promulgate architectural standards bulletins and/or design guidelines which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Such bulletins and guidelines shall supplement these Covenants and Restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these Covenants and Restrictions.

PRIOR TO ACQUIRING ANY LOT OR CONSTRUCTING ANY STRUCTURE ON A LOT, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE, AND/OR OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL CONTROL COMMITTEE TO OBTAIN AND REVIEW THE MOST RECENT ARCHITECTURAL STANDARDS BULLETINS AND DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION, LANDSCAPE AND USE OF THE LOT AND THE STRUCTURES TO BE CONSTRUCTED THEREON.

THE ARCHITECTURAL STANDARDS BULLETINS AND DESIGN GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS, OR LIMITATIONS IN ADDITION TO THOSE EXPRESSLY SET FORTH OR REFERRED TO IN THIS DECLARATION AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN THE SPECIFIC STANDARDS, REQUIREMENTS OR LIMITATIONS SET FORTH OR REFERRED TO IN THIS DECLARATION.

10.03 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the architectural standards, the Covenants and Restrictions, or the previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants and Restrictions, architectural standards or

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published architectural bulletins provided hereunder against any other Owner. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variance being granted.

10.04 Nonconforming and Unapproved Improvements. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

10.05 No Liability. Neither Declarant, the Association, the Committee, the Board, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee, the Declarant nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE XI EASEMENTS

11.01 Ingress and Egress by the Association. The Association shall, at all times, have full rights of ingress and egress over and upon each Lot for the maintenance and repair of each Lot and the Common Properties in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the Association.

11.02 General. The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities shall be governed by the following:

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(a) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities or any portion thereof lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within or upon which said connections, lines or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.

(b) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines or facilities shall be entitled to the full use and enjoyment of such portions of said connections, lines or facilities which service such Owner's Lot.

11.03 Reservation of Easements. Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

11.04 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric, storm sewer, sanitary sewer, water, natural gas and telephone service shall be available to all Lots in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used as alleyways.

11.05 Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.

11.06 Easement for Maintenance and Repair of Lakes and Banks of Lakes. Declarant does hereby perpetually dedicate, establish, create and set aside a non-exclusive ten (10) foot wide easement over, across and upon the Properties, such easement to extend ten (10) feet in width along and around the entire length of any lakes and drainage ways situated

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on the Common Properties. Such easements are reserved for the exclusive benefit of Declarant, the Association and their respective successors and assigns, for the maintenance of the lakes, drainage ways, or the edges of such lakes and/or drainage ways situated within the Common Properties.

11.07 Wall and Landscape Easement. An easement of varying width has been established on the Plat for the maintenance and repair of the perimeter screening wall and the associated landscape and irrigation. Owners shall not alter, paint or otherwise use such walls even though such walls and easements may be located on or adjacent to such Owner's Lot. It is the responsibility of each Owner to maintain that portion of the landscaping within this easement which is enclosed by the wall on their respective Lot, however, the Association retains the right to enter upon the Properties and perform such maintenance as necessary.

11.08 Drainage Easement. Easements over the Lots and the Common Properties for the drainage and flow of surface water, as shown on the grading and drainage plans for the subdivision, are hereby reserved and retained for the benefit of the Association and/or its successors and assigns. In addition, each Owner covenants to provide easements for drainage and water flow as contours of land and the arrangements of improvements, approved by the Architectural Control Committee, thereon required. Each Owner shall be responsible for maintaining his Lot so that there is no interference with the drainage patterns established by the grading and drainage plans, and, in the event any Owner shall interfere with the drainage patterns established by the grading and drainage plans, the Association shall have the right to enter such Lot to re-establish the proper drainage patterns.

ARTICLE XII GENERAL PROVISIONS

12.01 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the Office of the County Clerk of Smith County, Texas, after which time these Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast seventy percent (70%) of the votes of the Association, in the aggregate, regardless of class, has been recorded in the Office of the County Clerk of Smith County, Texas, agreeing to abolish or terminate these Covenants and Restrictions; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

12.02 Amendments. Notwithstanding the terms and provisions of Section 12.01 hereof, this Declaration may be amended, modified and/or changed as follows:

(a) during the time Declarant is the Owner of any Lot, the Declarant may amend or change this Declaration with the consent of at least fifty-one percent (51%) of the outstanding votes of the Association, regardless of class;

(b) in all other situations, this Declaration may be amended or changed either upon the express written consent of Members entitled to cast at least seventy percent (70%) of the outstanding votes of the Association who are in

Date	_____
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attendance at a meeting called and held in accordance with Section 3.03 hereof, regardless of class, or at least seventy percent (70%) of the outstanding votes of the Association, regardless of class, whether or not a meeting is called.

Any and all amendments to this Declaration, shall be recorded in the Office of the County Clerk of Smith County, Texas. Notwithstanding the prior provisions of this Section 12.02, (a) the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only, and (b) as long as the Declarant is the Owner of any Lot, no amendment to this Declaration shall be effective without the prior written consent of the Declarant.

12.03 Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these Covenants and Restrictions; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, should the Association prevail in any such litigation, the Association shall be entitled to recover its reasonable attorneys' fees.

12.04 Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no wise affect any other provision of this Declaration or the remainder of these Covenants and Restrictions which shall remain in full force and effect.

12.05 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

12.06 Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

12.07 Notices to Mortgagees. If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Declaration.

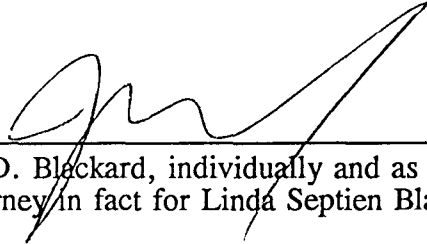
12.08 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners.

12.09 Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the Properties and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any

Date _____
Initials _____
Initials _____

further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the 23rd day of October, 1997.



Jeffory D. Blackard, individually and as agent
and attorney in fact for Linda Septien Blackard

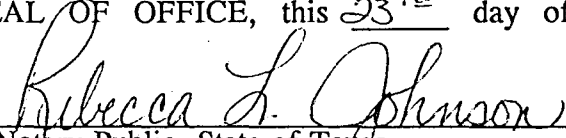
STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JEFFORY D. BLACKARD, individually and as agent and attorney in fact for Linda Septien Blackard, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

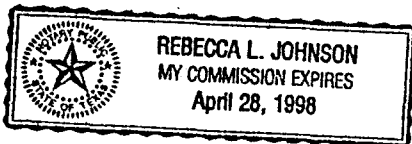
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of October, 1997.



Notary Public, State of Texas

My Commission Expires:

(Printed or Typed Name of Notary)



Date _____
Initials _____
Initials _____

EXHIBIT "B"

COMMON PROPERTIES

Pine Ridge Estates, Smith County, Texas

Lot # 36

Lot # 37

Lot # 38

Roadway # 39

Pond # 40

Pond # 41

Pond # 42

Date _____
Initials _____
Initials _____

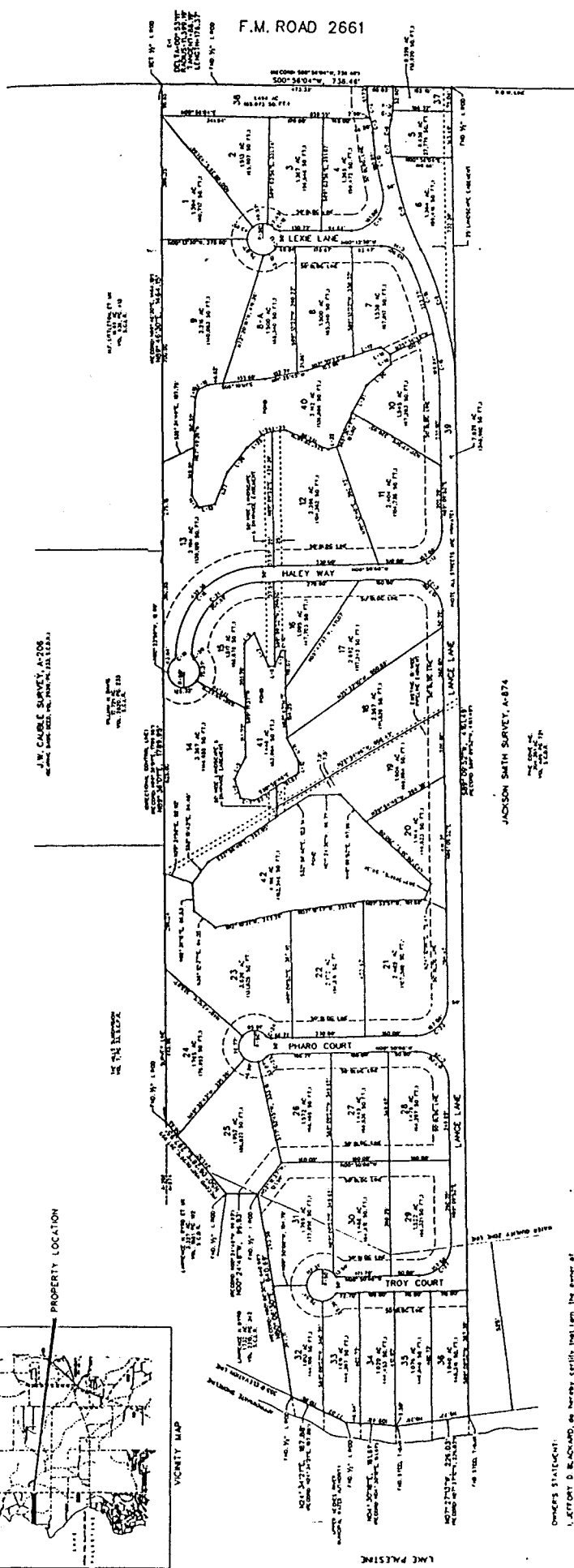
EXHIBIT "A"

[Insert metes and bounds description of the Property]

[Also Insert Plat Recording Information]

Date	_____
Initials	_____
Initials	_____

PROPERTY LOCATION



OWNERS STATEMENT:

I, JEFFORY D. BLACKARD, do hereby certify that I am the owner of the tract of land shown hereon, and do accept this as my plan for the subdivision of same into lots and blocks for my present governmental purposes (strictly for private and not to be dedicated).


DECLASSIFIED AND SWORN BEFORE U.S. History Pubc. in one for Smith County, Texas, this 1st day of September 1987

NEW YORK STATE

1. ROBERT MATLASH, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 00423, de hereby certify that this post was prepared from an actual survey made on the ground under my direction and supervision during the month of September, 1962.

Robert Mitchell
Registered Professional Land Surveyor
State of Iowa

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public, in and for
the County of Los Angeles, State of California, on this 11th day of August, 1963.


 OFFICE OF THE ATTORNEY GENERAL
 U.S. DEPARTMENT OF JUSTICE
 WASHINGTON, D.C. 20530

Approved: _____
 This was approved by the COMMISSIONERS COURT of Santa County.
 They are the same as before. 1943

FORM 9-80

Date _____
Initials _____
Initials _____

Year	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099
1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	

[illegible]

FINAL PLAT
PINE RIDGE ESTATES
JACKSON SMITH SURVEY, A-874
SMITH COUNTY, TEXAS

BOB MATUSH
REGISTERED PROFESSIONAL LAND SURVEYOR
2624 MEMORATION DRIVE, SUITE 107 TULSA, OKLA 74103

JOB NO. 97-820PR DATE 9 SEPT. 1997 SCALE 1"=150'

—261 1/2" x 200 mm (11 1/2" x 8")

Percentage

15-24 25-34 35-44 45-54 55-64 65-74 75-84 85+

0 100



UMPHRESS LAND SURVEYING

11294 FM ROAD 3226 ARP. TEXAS 75750-9738
(903)566-8922

HENRY UMPHRESS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 2013

83.451 ACRES
JACKSON SMITH SURVEY
ABSTRACT NO. 874
SMITH COUNTY, TEXAS

All that certain lot, tract, or parcel of land, located in the Jackson Smith Survey, Abstract No. 874, Smith County, Texas, being part of that certain called 101.34 acres, save and except 12.2 acres, conveyed to Citizens First National Bank by Richard McIlwaine Frazer, et al on September 24, 1969 by a deed recorded in Volume 1318, Page 391, of the Deed Records of Smith County, Texas, and being more completely described as follows;

BEGINNING at a 1/2" iron rod found for corner in the north line of the Jackson Smith Survey, at the northwest corner of the above mentioned Frazer tract, the northeast corner of the above mentioned 12.2 acre tract, and being the northeast corner of that certain called 3.327 acre tract conveyed to Lawrence H. Byrd, et ux by a deed recorded in Volume 1881, Page 192, of the Deed Records of Smith County, Texas.

THENCE N 89 degrees 36 minutes 01 seconds E, with the north line of the Jackson Smith Survey and said Frazer tract, a distance of 1789.95 feet to a 1" iron rod found for corner in same and at the southeast corner of that certain called 17.721 acre tract conveyed to William H. Davis, et ux by a deed recorded in Volume 2820, Page 233, of the Deed Records of Smith County, Texas.

THENCE N 89 degrees 46 minutes 30 seconds E, continuing with the north line of the Jackson Smith Survey and said Frazer tract, a distance of 1464.15 feet to a point for corner in same and being in the west right-of-way of Farm-to-Market Highway 2661, from which point a 3/8" iron rod found bears; S 89 degrees 46 minutes 30 seconds - 0.73 feet.

THENCE in a southerly direction, with the west line of F.M. Hwy. 2661 and with a curve to the right, of which the angle is 0 degrees 53 minutes 11 seconds and the radius is 11399.1904 feet, a distance of 176.36 feet to a 1/2" iron rod set for corner at the P. T. of same.

THENCE S 0 degrees 56 minutes 04 seconds W, continuing with the west line of F.M. Hwy. 2661, a distance of 738.46 feet to a 1/2" iron rod set for corner at the intersection of same with the south line of said Frazer tract.

THENCE S 89 degrees 09 minutes 52 seconds W, with the south line of said Frazer tract, a distance of 4161.49 feet to a 'T' iron found for corner in same and in the east line of the Upper Neches River Municipal Water Authority tract.

CONTINUED PAGE -2-

Date _____
Initials _____
Initials _____

THENCE in a northerly direction, with the east line of the Upper Neches River Municipal Water Authority tract, the following three courses;

N 7 degrees 27 minutes 12 seconds W - 226.03 feet to a 'T' iron found for corner;

N 4 degrees 30 minutes 18 seconds E - 161.61 feet to a 1/2" iron rod set for corner; and

N 24 degrees 34 minutes 21 seconds E - 187.88 feet to a 1/2" iron rod found for corner in same and at the southwest corner of that certain called 1.732 acre tract conveyed to Lawrence H. Byrd by a deed recorded in Volume 2315, Page 342, of the Deed Records of Smith County, Texas.

THENCE N 80 degrees 06 minutes 30 seconds E, with the south line of the above mentioned 1.732 acre tract, a distance of 640.69 feet to a 1/2" iron rod found for corner at the southeast corner of same.

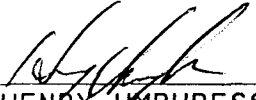
THENCE N 0 degrees 24 minutes 48 seconds W, with the east line of said 1.732 acre tract, a distance of 99.93 feet to a 1/2" iron rod found for corner at the northeast corner of same and the southeast corner of the above mentioned Byrd 3.327 acre tract.

THENCE N 50 degrees 06 minutes 28 seconds E, with the southeast line of said 3.327 acre tract, a distance of 297.95 feet to the place of beginning, containing 83.451 acres of land.

PLAT ACCOMPANIES THIS DESCRIPTION.

I, Henry Umphress, Registered Professional Land Surveyor No. 2013, do hereby certify that the above field notes were prepared from an actual survey made on the ground, under my supervision, during the month of October, 1995.

GIVEN UNDER MY HAND AND SEAL this the 28th day of August, 1997.


HENRY UMPHRESS
R.P.L.S. NO. 2013

Date _____
Initials _____
Initials _____

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PINE RIDGE ESTATES OF LAKE PALESTINE

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for PINE RIDGE ESTATES OF LAKE PALESTINE is made by PINE RIDGE ESTATES ON LAKE PALESTINE RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation ("**Declarant**"), on the date signed below. PINE RIDGE ESTATES ON LAKE PALESTINE RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation, is the successor in title to the original Declarant, JEFFORY D. BLACKARD and LINDA SEPTIEN BLACKARD.

To evidence certain amendments to the Declaration of Covenants, Conditions, and Restrictions for PINE RIDGE ESTATES OF LAKE PALESTINE, originally filed on or about October 23, 1997, enacted by the affirmative vote of seventy (70%) of the votes cast by the Members of PINE RIDGE ESTATES ON LAKE PALESTINE RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation, at a special meeting called for the purpose of considering such amendments.

Section 12.02 of the Declaration of Covenants, Conditions and Restrictions for PINE RIDGE ESTATES OF LAKE PALESTINE states:

"12.01 Amendments. Notwithstanding the terms and provisions of Section 12.01 hereof, this Declaration may be amended, modified and/or changed as follows:

- (a) during the time Declarant is the Owner of any Lot, the Declarant may amend or change this Declaration with the consent of at least fifty-one percent (51%) of the outstanding votes of the Association, regardless of class;
- (b) In all other situations, this Declaration may be amended or changed either upon the express written consent of Members entitled to cast at least seventy percent (70%) of the outstanding votes of the Association who are in attendance at a meeting called and held in accordance with Section 3.03 hereof, regardless of class, or at least seventy percent (70%) of the outstanding votes of the Association, regardless of class, whether or not a meeting is called.

Any and all amendments to this Declaration, shall be recorded in the Office of the County Clerk of Smith County, Texas."

Declarant, a non-profit corporation established to govern PINE RIDGE ESTATES OF LAKE PALESTINE, located in Smith County, Texas, acting through its duly elected Board of Directors, is the Owner of all common areas.

Declarant desires to amend the Declaration of Covenants, Conditions and Restrictions for PINE RIDGE ESTATES OF LAKE PALESTINE in order to more effectively govern PINE RIDGE ESTATES OF LAKE PALESTINE in a more orderly and efficient manner.

Date _____
Initials _____
Initials _____

NOW, THEREFORE, Article IX of the Declaration of Covenants, Conditions and Restrictions for PINE RIDGE ESTATES OF LAKE PALESTINE is amended as follows:

1. Section 9.03 of Article IX is amended in its entirety to read as follows:

“Minimum Floor Space. All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling constructed on any Lot in the subdivision shall contain a minimum of two thousand three hundred (2,300) square feet.”

2. Section 9.17 of Article IX is amended in its entirety to read as follows:

“9.17 Antennas Restrictions, Satellite Dishes and Playground Structures. Pine Ridge homeowners may install a TV/satellite antenna on their property following the guidelines below.

- A. The TV/satellite antenna must be installed completely within the boundaries of the property and not on any common HOA property or on any neighboring properties.
- B. The installation must meet all local and state guidelines for construction methods and safety (i.e. rigidity, mounting, proper lightning protection, etc.).
- C. The TV/satellite antenna must be installed at the minimum height necessary for proper reception for all of the local broadcast channels.
- D. If the TV/satellite antenna is circular or oval, the diameter may not exceed one (1) meter.
- E. The TV/satellite antenna must be installed behind the house so as to obscure it as much as possible from view from any Pine Ridge roadway. If the reception is not adequate in that location, the TV/satellite antenna may be installed elsewhere on the property if required for acceptable reception. If the TV/satellite antenna is installed in a location other than behind the house, a signed letter must be submitted from a reputable TV/satellite antenna installation company explaining why the secondary location was chosen. This letter will be kept on file for future reference and is not a pre-requisite to installation.
- F. The TV/satellite antenna is for “over-the-air” TV reception only and is not to be used for any radio transmission (i.e. Ham radio, CB, etc.).
- G. The TV/satellite antenna’s mast/tower must be entirely painted with one of the following colors so as to blend into the background as much as possible:
 - a. Matte or satin black
 - b. Matte or satin dark brown

The TV/satellite antenna and mast/tower must be maintained so as not to become a detriment to the appearance of the property or that of the neighborhood.

No playground structure shall be visible from public streets, Common Properties or adjoining Lots.”

Date _____
Initials _____
Initials _____

3. Section 9.23 of Article IX is amended in its entirety to read as follows:

"9.23 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No animals, livestock (including horses) or poultry of any kind shall be raised, bred or kept on any residential Lot, except that dogs, cats or other household pets [not to exceed three (3) adult animals] and horses [not to exceed two (2)], with the prior written approval of the Architectural Control Committee, may be kept, provided that they are not kept, bred or maintained for commercial purposes."

4. Article IX is amended to include a new section, namely Section 9.27 as follows:

"9.27 Home-based business. A home-based business may be operated from a homeowner's property under the following conditions:

- A. The prime purpose of the home is to remain a residence and not a business property.
- B. No signage/lighting/banners of any kind identifying or advertising the business may be displayed anywhere on the property or in the windows of any structure. This does not include logos, decals or painted signage on an owner's truck or car (i.e. "Mary Kay", "Joe's Landscaping").
- C. No signage of any kind is allowed to be displayed on Pine Ridge common property such as at the front entrance or along FM 2661.
- D. Any "business materials" must be stored in the home or garage unless approved in writing by the Architectural Control Committee.

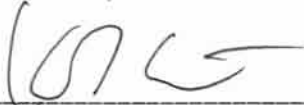
If, at any time, there are complaints raised by any neighbor relative to activities deemed to be a nuisance (i.e. parking/noise/traffic/odors, etc.), the complaints will be evaluated by the HOA Board and/or the ACC and appropriate action taken if needed."

All other provisions of the Declaration of Covenants, Conditions and Restrictions for PINE RIDGE ESTATES OF LAKE PALESTINE are and shall remain in full force and effect.

EXECUTED on this the 22 day of JULY, 2011.

PINE RIDGE ESTATES ON LAKE PALESTINE
RESIDENTIAL ASSOCIATION, INC., a Texas
non-profit corporation

By: Kevin East, President



Kevin East

Date _____
Initials _____
Initials _____

THE STATE OF TEXAS

§

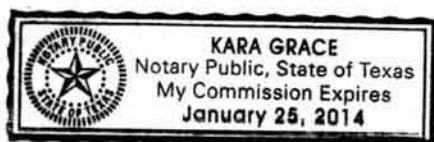
§

COUNTY OF SMITH

§

BEFORE ME, the undersigned authority, on this day personally appeared KEVIN THOMAS EAST, President of the PINE RIDGE ESTATES ON LAKE PALESTINE RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as a act of such corporation in his capacity as President of the same.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of July, 2011.



Kara Grace
Notary Public

Date _____
Initials _____
Initials _____