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DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
ASHMORE FARMS SUBDIVISION  
PHASE 3

Ashmore Farms, Ltd., Declarant  
Haslet, Tarrant County, Texas

November 1, 2002

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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
ASHMORE FARMS SUBDIVISION - PHASE 3**

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ASHMORE FARMS SUBDIVISION - PHASE 3 is made by Ashmore Farms, Ltd., a Texas Limited Partnership ("Declarant"), for the purposes herein set forth as follows:

**PREAMBLE AND DECLARATION:**

WHEREAS, Declarant is owner of the real property known as Ashmore Farms Phase 3, an Addition to the City of Haslet, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 7558 of the Official Deed and Plat Records of Tarrant County, Texas and containing the following parcels of real property identified therein: Block 1, Lots 10, 11, 12 and 13; Block 2, Lots 5, 6, 7, 8, 9, 10, 11, 12 and 13; Block 3, Lots 10, 11, 12, 13 and 14; Block 4, Lots 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45; Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, and Block 6, Lots 8, 9, 10, 11, 12, 13 and 14, as more particularly described in Exhibit A attached hereto (such area, combined with Ashmore Farms Phase 1 and Ashmore Farms Phase 2, and as modified in the manner hereafter provided, shall be called the "Subdivision"); and

WHEREAS, Declarant has created a residential community with designated "Lots" (as defined below) for the benefit of the present and future owners of said Lots within the Subdivision, and desires to create and carry out a uniform plan for the improvement, development and sale of the Lots; and

WHEREAS, Declarant desires to ensure the preservation of the values and for the maintenance of "Common Area" (as defined below), and to this end desires to further subject the Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the owners thereof; and

WHEREAS, Declarant may desire in the future to create additional phases of Lots, Common Areas and/or other improvements to the Subdivision, and upon the platting and other preparation of such phase(s), to include such phase(s) and the Lots and Common Areas included therein in the Properties (as defined below) and the Subdivision covered by this Declaration, all pursuant to the provisions of this Declaration; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values of Lots in the Subdivision to subject and bind the Subdivision to the jurisdiction and assessment of ASHMORE FARMS HOMEOWNERS ASSOCIATION with the power and duty to maintain and administer the Common Area of the Subdivision and the power to administer and enforce the covenants and restrictions and to collect and disburse the assessments and charges hereinafter created; and

NOW, THEREFORE, Declarant declares that the Subdivision, and such phases or additions thereto as may hereinafter be made, is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, restrictions, easements, charges and liens hereinafter set forth, and shall hereafter be subject to the jurisdiction and assessments of ASHMORE FARMS HOMEOWNERS ASSOCIATION:

## ARTICLE I

### PURPOSE

The Subdivision is encumbered by this Declaration for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by Owners of Lots.

## ARTICLE II

### DEFINITIONS

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

- (A) "ARC" and "Architectural Review Committee" means the Architectural Review Committee of Ashmore Farms Homeowners Association.
- (B) "Association" means ASHMORE FARMS HOMEOWNERS ASSOCIATION, a Texas unincorporated association, its successors and assigns as provided for herein, which has the power, duty and responsibility of maintaining and administering the Common Area and administering and enforcing the restrictive covenants contained in this Declaration and any amended or supplemental Declaration. The Association is a "property owners' association" as that term is defined in Texas Property Code §202.001(2).
- (C) "Board of Directors" and "Board" means the Board of Directors of Ashmore Farms Homeowners Association, the election and procedures of which shall be as set forth in the Bylaws of the Association. The Board of Directors shall be the elected body having its normal meaning under the Texas corporate law.
- (D) "Builder Member" means builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a residence and resale to others.
- (E) "Common Area" means all real and personal property within the Properties that is owned or maintained by the Association for the common use and benefit of the Members of the Association. The Common Area shall be comprised of (1) any area

that is separately identified and subdivided on the Subdivision Plat and which is to be owned in fee simple by the Association, which area shall be conveyed to the Association by deed prior to the conveyance of a Lot in the Subdivision to any Owner, and shall be described in Exhibit B attached hereto; and (2) any entrance monuments, security gates, fences, walls, open areas, drainage facilities, ponds or waterways, median strips, esplanade, landscaping or other improvement areas lying within any indicated easements, dedicated areas or rights-of-way as shown on the Subdivision Plats, which are specifically designated as "Common Area" by the Board of Directors of the Association notwithstanding the lack of conveyance by deed of fee simple title to such area and improvements to the Association. The Common Area shall be administered and maintained by the Association for the preservation and protection of the property values and the general health, safety and welfare of the Owners.

- (F) "Declarant" means Ashmore Farms, Ltd., its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign. No person or entity purchasing one or more Lots from Ashmore Farms, Ltd. in the ordinary course of business shall be considered a "Declarant."
- (G) "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Ashmore Farms Subdivision - Phase 3, and any amendments and supplements hereto made in accordance with the terms hereof.
- (H) "Design Guidelines" means the standards, specifications and guidelines applicable to construction, placement, location, alteration, landscaping, maintenance and design of any improvements within the Properties and all amendments and supplements thereof.
- (I) "Living Unit" means a single family residence and its garage situated on a Lot.
- (J) "Lot" means any of the plots of land as shown on the Subdivision Plat.
- (K) "Member" means all those Owners who are members of the Association as provided herein.
- (L) "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers.
- (M) "Properties" means the properties collectively known as the Subdivision, and additions thereto, that are subject to this Declaration or any amended or supplemental Declaration.
- (N) "Resident" means each Owner who resides within the Properties, a bona fide lessee who has an enforceable lease agreement with an Owner and who resides on the Properties, and any individual who is otherwise lawfully domiciled in a Living Unit.



- (O) "Single Family" means a group related by blood, adoption, or marriage or a number of unrelated roommates equal to the number of bedrooms in a Living Unit.
- (P) "Subdivision Plat" means the map or plat of ASHMORE FARMS PHASE 3 ADDITION, filed for record in Cabinet A, Slide 7558 of the Official Deed and Plat Records of Tarrant County, Texas, any amendment thereof upon filing of same for record in the Official Deed and Plat Records of Tarrant County, Texas, and the map or plat of, and any amendment to, any earlier or later phase of the Ashmore Farms Addition (including without limitation Phases 1 and 2) filed for record in the Official Deed and Plat Records of Tarrant County, Texas.

### ARTICLE III

#### PROPERTY RIGHTS

Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) the right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed or situated upon the Common Area and to impose reasonable limits on the number of guests who may use the facilities;
- (B) the right of the Association to suspend an Owner's voting rights and the right to use any facility for any period during which any assessment of the Association against that Owner's Lot remains unpaid, and for infractions by an Owner of the restrictive covenants contained in this Declaration and/or the Association's rules and regulations for the duration of the infraction;
- (C) the right of the Association to grant easements in and to the Common Area to any public agency, authority or utility for such purposes as benefits the Properties or portions thereof and Owners or Lots contained therein.
- (D) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided two-thirds (2/3) of each Class of members present at a meeting called for such purpose shall approve; provided however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or Owner, or the holder of any mortgage irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Subdivision;
- (E) the right of the Association to dedicate or transfer all or any portion of the Common Area owned by the Association to any public agency, authority, or utility for such

purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds (2/3) of the votes which those of the Class A Members of the Association which are present or represented by proxy are entitled to cast at a meeting duly called for such purpose, and by the Class B member so long as the membership shall exist; and

- (F) the right of the Association to prescribe written rules and regulations and to expand, amend or otherwise modify the same from time to time. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that any such rules and regulations may change from time to time. The Board shall have the authority to enforce such rules and regulations by all appropriate means, including but not limited to the imposition of fines, if notice and an opportunity to be heard are given, and a member found to have violated such rules and regulations shall be liable to the Association for all damages and costs relating thereto, including reasonable attorney's fees.

#### ARTICLE IV

#### ARCHITECTURAL REVIEW

In order to protect the overall integrity of the development of the Subdivision as well as the value of improvements of all Owners, a committee of representatives designated as the Architectural Review Committee (the "ARC") is hereby established to carry out all duties as noted herein, with full authority to approve, disapprove and control all construction, development and improvement activities of any kind (including, without limitation, structures, buildings, hardscape and landscape) within the Subdivision, to insure that all such activities are conducted in accordance with good workmanship, like manners and standard industry trade practices, and to insure that all improvements are architecturally, aesthetically and ecologically designed to be compatible with Declarant's conceptual plan for the overall Subdivision as interpreted by the ARC.

No building, structure, fence, residence, house, garage, accessory building, outbuilding or construction of any kind shall be erected, placed, constructed, maintained, modified, redecorated or altered, and no landscaping or hardscape shall be installed on any Lot in the Subdivision, nor shall any clearing or sitework (including specifically the removal of trees or any other vegetation) be commenced until a complete set of plans and specifications shall have been formally submitted to the ARC with a written request for approval and the ARC's written approval received. Plans and specifications which are submitted shall contain and include, but not necessarily be limited to, the following information: floor plans, including finished floor and ground elevations; exterior elevations for any building, fence or other structure; a plat or site plan showing easements and the location of any building, fence or other structure (including location of light poles, if applicable); exterior lighting and location; landscaping and irrigation plans; samples of exterior finish materials and color samples; and any other plans, specifications or information deemed pertinent by the ARC and/or Declarant.

The ARC shall review all plans, specifications and other information which is submitted for compliance with all the requirements of this covenant and for the compatibility of any improvements (including landscaping) therein with the architectural, aesthetic and ecological goals of the



Subdivision and Declarant, it being the intent that such goals require that all improvements be compatible with all other improvements in the Subdivision and that they be in harmony with their natural surroundings. The ARC shall have full right and authority to utilize its sole discretion in approving or disapproving any plans and specifications submitted. In the event the ARC fails to approve submitted plans or to request additional information reasonably required within fifteen (15) days after submission, the applicant may give the ARC written notice of such failure to respond.

The ARC may disapprove the construction or design of any improvement, including the removal of any trees or other natural vegetation, on purely aesthetic grounds where, in its sole judgment, such disapproval is necessary to protect the continuity of design or value of the Subdivision, or to preserve the serenity and natural beauty of any surroundings. Prior approvals and/or disapprovals of the ARC pertaining to any improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the ARC for later requests for approval if the ARC feels that the repetition of such matters will have an adverse effect on the Subdivision. The ARC shall have the express power to construe and interpret any covenant herein that may be capable of more than one construction.

During reasonable hours, Declarant, members of the ARC, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the Living Unit thereon, for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and said persons shall not be deemed guilty of trespass by reason of such entry. The ARC shall have the authority to employ professional consultants at the expense of the Association to assist it in performance of its duties. The decision of the ARC shall be final, conclusive and binding upon the applicant. The ARC members shall not be entitled to any compensation for any services rendered pursuant to this covenant. Members of the ARC shall not be liable to any person (including Owners and builders) subject to or possessing or claiming any benefits of this Declaration and the covenants contained herein for any damage or injury to property arising out of their acts hereunder.

The number and initial ARC members shall be decided by Declarant. So long as there is a Class B membership, in the event of the death or resignation of any member of the ARC, Declarant shall have full power and authority to appoint a successor committee member or members, chosen in its sole discretion, with like authority. Upon the expiration of the Class B membership, Declarant shall assign its right of appointment of ARC members to the Association pursuant to the Form of Assignment attached hereto as Exhibit C. Thereafter, the Board of Directors shall appoint the members of the ARC, which shall consist of at least three (3) but no more than five (5) members.

The ARC shall promulgate and publish Design Guidelines, which are incorporated into this Declaration by reference, and a copy of which will be furnished to Owners on request. Such Design Guidelines will supplement this Declaration and may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements. Such Design Guidelines may be amended from time to time upon the affirmative vote of two-thirds of the members of the ARC and the consent of the Board. THE DESIGN GUIDELINES SHALL BE APPLICABLE TO ANY AND ALL NEW AND REMODEL CONSTRUCTION AND LANDSCAPING WITHIN THE SUBDIVISION, AND THE FAILURE OF DECLARANT TO PROVIDE, OR THE FAILURE OF ANY PERSON TO SEEK OR TO REVIEW, SUCH DESIGN GUIDELINES, SHALL NOT SERVE AS A WAIVER NOR HAVE ANY EFFECT WHATSOEVER UPON THEIR ENFORCEABILITY AS STATED ABOVE AND ELSEWHERE IN THIS DECLARATION.

## ARTICLE V

### RESTRICTIVE COVENANTS FOR USE OF LOTS

All of the provisions of this Article V and of this Declaration are subject to the provisions of Article V, Section (W) hereof.

- (A) Single Family Residential Purpose. All Lots in the Subdivision shall be used for single family residential purposes only. No business may be operated out of a residence, whether for profit or nonprofit, that has or could have, in the sole judgment of the Board of Directors of the Association, any negative effect upon adjoining Owners or the Subdivision, including without limitation any noise, visual, vehicular or pedestrian traffic effects. No building or structure intended for or adapted to business or commercial use shall be constructed or maintained on any Lot. No hobby may be conducted on any Lot which attracts vehicular or pedestrian traffic to the Lot. No direct sales activities (excluding activities of the Declarant and Builder Members and community activities specifically approved by the Board), flea markets, bazaars, sample sales, promotional parties or similar activities shall be conducted on any portion of the Subdivision. Garage or yard sales occurring on a repetitive or consecutive weekend/monthly basis shall be prohibited.

During the construction and sales period of the initial Living Units, Declarant or builder member may erect and maintain such structures as are customary in connection with such construction and sale of such property, including but not limited to waste receptacles, signs and construction trailers. All temporary construction and sales structures shall be aesthetically compatible with the Subdivision development.

No Living Unit or other structure shall remain incomplete for more than six (6) months after construction has commenced. Living Units may be leased for a period of no less than one (1) year. All leases must be in writing. The lease of a Living Unit shall not discharge the Owner from compliance with any of the obligations and duties as an Owner. Owners shall provide lessees with a copy of this Declaration, the Bylaws and the rules and regulations of the Association. All the provisions of this Declaration, Bylaws, Design Guidelines and rules and regulations of the Association shall be applicable and enforceable against any Resident (as defined herein) to the same extent as against an Owner. Any lease or rental agreement shall be deemed to be subject to the documents of the Association by reference without the necessity of specific reference to them, and they shall bind the tenant to their terms and conditions.

- (B) Subdivision of Living Unit and Timesharing. No Living Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board; provided that Declarant may subdivide, change the boundary line of, or replat any Lot it owns. Any division, boundary line change or replatting shall not violate the applicable subdivision and zoning regulations. No Living Unit shall be made subject to timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Living Unit rotates among members of a program on a fixed or floating time schedule over a period of years.

- (C) Garages. Every Living Unit shall have and maintain a garage large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open car ports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the ARC. The garage must be side- or rear-entry from the street only, and no garage entry shall face or partially face any street. All garages must have garage doors constructed of metal or similar material that is harmonious in quality and color with the exterior of the Living Unit, and shall be installed with electric opening and closing devices, which devices shall at all times be kept in serviceable condition. All garage doors shall be closed when not in use. Each Owner, Member or Resident shall refrain from performing repairs or maintenance to any vehicle outside of the garage or visible from the street. Vehicles shall not be parked on any non-paved portion of any Lot. Any detached garage must conform to the same structural materials guidelines as the Living Unit, as well as the garage guidelines set forth above.
- (D) Accessory Buildings. Every accessory building and/or structure, inclusive of such structures as a storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the Living Unit to which it is appurtenant in terms of its design and material composition. All such accessory buildings shall be subject to approval of the ARC. In no instance shall an accessory building exceed one (1) story in height nor shall the total floor area of an accessory building exceed ten percent (10%), individually or in the aggregate, of the floor area of the Living Unit.
- (E) Building Materials. The exterior walls of all Living Units shall be constructed with eighty percent (80%) exterior masonry (one hundred percent [100%] for chimneys) as prescribed by the Design Guidelines. The minimum masonry percentage shall apply to the aggregate area of all exterior walls, including chimneys, but excluding doors, windows and similar openings. Masonry includes brick, brick veneer, stucco, stone, stone veneer and rock. Masonry does not include cementitious boards or siding. In no instance shall more than eighteen (18) inches of the slab of the Living Unit be exposed above finished grade as viewed from any street, right-of-way or Common Area.

Roofing shall be either slate, tile, metal, or dimensional composition shingles having no less than a twenty-five (25) year warranty, shall be weatherwood in color, shall have a minimum pitch of 8/12 and shall be a minimum of 240 pound composition. Variations in roof materials, color, pitch or composition shall require prior approval of the ARC.

All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior walls of the dwelling or as otherwise approved by the ARC. Fireplace flues for direct vent gas fireplaces shall not require enclosure. When a Living Unit is constructed, a brick, stone or other masonry mailbox shall be erected that is consistent with the architecture of the Living Unit in accordance with the plans approved by the ARC. Mailboxes shall be constructed of a material and design approved by the ARC.

- (F) Height Restriction. No building or structure erected, altered or placed on, within or in the Properties shall exceed two (2) standard stories in height; provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall be complied with at all times; and provided further, that upon prior approval of the ARC and subject to applicable ordinances and regulations, two and one-half (2-1/2) story structures shall be permitted where the top floor is within the internal area of the roof.
- (G) Minimum Floor Space. The main building of each residence constructed on a Lot shall contain a minimum, contiguous square footage of two thousand (2,000) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area, as specified and clarified in the Design Guidelines.
- (H) Setbacks. All buildings and structures must be constructed, placed and maintained in conformity with platted setback lines and as required by applicable city and/or county setback ordinances. Sideyard setbacks shall be a minimum of fifteen feet (15') from the side property lines of each Lot, and on a corner Lot the street side setback shall be not less than twenty feet (20') from the side property line adjoining the street. The ARC may establish additional setback lines for other structures.
- (I) Fences. No fence or wall shall be built or maintained forward of the front wall line, nor any hedge planted or maintained forward of the front setback line, of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the ARC. All fences shall be of the following composition: masonry, brick, ornamental iron, wood or other material approved by the ARC. Chain-link fences visible from the street are prohibited. All fences or walls located on an Owner's Lot shall be maintained at the Owner's expense. If a fence remains unrepaired five (5) days after written notice thereof, Declarant or the Association, as applicable, may repair the same at its Owner's expense.

Any fence, wall or hedge in the front of a Lot shall require prior ARC approval and shall not exceed three feet (3') in height. Side or rear yard fences shall not exceed eight feet (8') in height. The ARC shall be empowered to grant variances to the such composition requirements for fences and such height or setback limitations in connection with retaining walls.

No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the street right-of-way lines and a line connecting them at points ten feet (10') from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.



Permanent fencing may be erected at the Owner's peril within any utility easements, including permanent transformer and metering locations, subject to the right of the holder of such easement to demand removal of such fencing at Owner's expense as deemed necessary by such easement holder. Fences erected across any rear utility easement shall contain a forty-two inch (42") wide gate or removable section which will be kept unlocked for access by Tri-County Electric Cooperative, Inc.

To ensure uniformity of fencing along Blue Mound Road, in addition to the other fencing requirements of this Article V, Section (I), the Phase 3 Lots that abut Blue Mound Road - specifically Block 1, Lots 10, 11, 12 and 13, and Block 4, Lots 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45 - shall be subject to the following fence requirements for the portions of such Lots' fences that abut such road (collectively the "Blue Mound Road Fence"). The Blue Mound Road Fence shall be subject to approval, review and, if necessary, periodic modification by the ARC. Initial requirements for the Blue Mound Road Fence shall be 1' X 6' cedar face board of consistent shape and quality facing Blue Mound Road, connected to cement-anchored metal posts at eight (8) foot intervals, with a cap rail running the entire length of the Blue Mound Road Fence along the top. The side of the Blue Mound Road Fence facing Blue Mound Road shall be stained a consistent color as determined by the ARC.

- (J) Driveways. Driveways on each residential Lot must be constructed of concrete or a similar substance (other than asphalt) approved by the ARC. All other materials and finishes are prohibited. Each driveway must accommodate two (2) vehicles in front of the garage for off-street parking requirements. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. All sidewalks shall conform to city and/or county ordinances and FHA and VA specifications.
- (K) Temporary Structures. No structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other accessory building) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No trailer except Builder sales and construction trailers, camper, recreational vehicles, or similar vehicles shall at any time be parked in view of any other Lot or Living Unit or connected to utilities situated within a Lot. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular, manufactured, prefabricated or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot. All structures of a temporary character must be approved by the ARC, and if approval is granted, must be parked in the back area of the Lot outside of view from the street.
- (L) Signs. No signs, banners, or pennants of any kind shall be displayed to the public view on any Single-Family residential Lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than fifteen (15) square feet advertising the property for rent or sale, or signs used by Declarant or Builder Member to advertise the property during the construction and sales period. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may

state only the name and phone number of the seller and/or their agent. Distressed, foreclosures and bankruptcy references are specifically prohibited. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election. The ARC shall have control over all verbiage on all signs. Except for signs advertising a Lot or Living Unit for sale and adhering to the standards of this Article, all signs within the Properties shall be subject to the prior written approval of the ARC. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above requirements, and in doing so shall not be subject to any liability for trespass or any other liability in connection with such removal.

- (M) Environmental Maintenance. All improved yards and lawns shall be kept neat and well maintained and all grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants that die shall be promptly removed from each Lot and replacements of equal quality or value promptly installed. Lawns must be properly maintained (not to exceed six inches [6"] in height), fences must be repaired and maintained, and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. Building materials shall not be stored on any Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from each Lot.

Until a Living Unit is built on a Lot, Declarant or the Association may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed therefrom. Declarant or the Association may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner or Builder Member of any Lot shall be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

Front and street side yards shall be fully sodded, seeded or hydromulched at a time commensurate with the time of the occupancy of a Living Unit upon completion of construction. All front yards and side yards on all Lots must be planted with grass or other ground cover exclusive of any landscape areas. Decorative ground cover rock in the front and side yards may not exceed ten percent (10%) of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, sodding or landscaping. Allowances may be made for areas left in their natural state depending upon their appearance, and subject to the express approval of the ARC. All landscaping must be completed within sixty (60) days of occupancy of a Living Unit. Each Lot on which a Living Unit is constructed shall have an underground water sprinkler system that covers all areas visible from the street for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition.

The Association may require any Owner to remove or eliminate any trash, object or debris situated on a Living Unit or Lot that is visible from any Common Area or from any other Lot, if, in the Board's sole judgment, the same detracts from



the visual attractiveness of the Subdivision. The Association and its agents, during normal business hours, shall have the right to (after ten [10] days prior written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner), to enter on the subject premises without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity, and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement shall be paid by such Owner to the Association upon demand, and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. The Association or its agent shall further have the right (upon like notice, authority and conditions), at the expense of the Owner in each and every instance, to (1) mow, trim or otherwise control any grass, weeds or other unsightly growth (as often as necessary to contain such growth) and (2) trim or prune any hedge, tree or any other planting that by reason of its location on the Lot, the height or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, potentially dangerous or unattractive in appearance. The lien provided under this section shall constitute a lien retained against the Lot with the same force and effect as the Lien for assessments set forth in this Declaration.

- (N) Vehicles. No trailer, motor home, tent, boat, marine craft, hovercraft, aircraft, recreational vehicle, motor home, camper body, travel trailer, truck larger than a one (1) ton pick-up (except those used by a Builder Member during the construction of improvements), or wrecked, junked, or inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard area of a Lot nor shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots or dwelling and streets. For purposes of this paragraph, a vehicle is "stored" if it is put up on blocks or covered and remains on blocks or covered for fourteen (14) consecutive days without the prior approval of the Board. No stripped down, wrecked, junked or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored or maintained on any Lot. No dismantling or assembling of a motor vehicle, boat, trailer, any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ARC shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by the ARC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph. If not removed or brought into compliance after notice, the vehicle and/or accessory may be towed or otherwise removed at its owner's expense and without liability to Declarant, the Board of Directors or the Association.

No vehicles, trailers, implements or apparatus may be driven or parked on any easement. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot. No vehicles of any description may be parked overnight on any street within the Subdivision. No

vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

- (O) Offensive Activities. Nothing shall be done or maintained in any part of a Living Unit which emits foul or obnoxious odors outside the Living Unit or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort or serenity of the occupants and invitees of other Living Units. There shall not be maintained any plants, animals or devices of any sort whose activity or existence is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No activity shall be conducted on the Properties which the Association, through its Board, finds to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Area or to the occupants and invitees of other Living Units. No outside burning shall be permitted within the Properties.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or Residents. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to other Owners or Lots (reasonable security, landscape, or tennis court lighting is permitted with the approval of the ARC). No excessively loud exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

- (P) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, Right of Way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish, and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

- (Q) Pets. No animals, livestock, poultry, exotic or dangerous pets of any type (including without limitation pit bulls and other dangerous breeds of dogs, boa constrictors, ferrets and similar animals) that may pose a safety or health threat to the community shall be raised, bred or kept on any Lot. Cats, dogs or other generally recognized household pets of a reasonable number, not to exceed an aggregate of four (4) pets per Lot, shall be allowed, provided that they are not kept or maintained for any commercial purposes. The foregoing limitation on the number of pets shall not apply to hamsters, small birds or fish, nor shall it require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three months old. Any pet which endangers the health of any Owner or occupant of a Lot or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined by the Board, must be permanently removed from the

Subdivision upon seven (7) days' written notice by the Board. No pets shall be permitted to reside in the Common Area.

Notwithstanding the preceding paragraph, on Lots of two (2) acres or greater, in addition to the pet allowances stated in the preceding paragraph, no more than two (2) horses, and no more than one (1) 4H, FFA or similar organization-sponsored "show" livestock, may be raised, bred or kept on such Lot. All animals shall be kept in strict accordance with all local laws and ordinances (including leash laws), and in accordance with all rules established by the Association. At all times when they are outside a Living Unit or securely fenced area of a Lot, all dogs and other leashable animals shall be confined on a leash held by a responsible person. It shall be the responsibility of the owners of such animals to prevent the animals from running loose or becoming a nuisance to the other residents, and such owners shall be responsible for all acts of such animals.

- (R) Microwave, Radio, TV Antenna and Solar Collectors. No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, or in the Common Area, except direct broadcast satellite (DBS) antennae less than thirty six (36) inches in diameter, multichannel multipoint distribution system (MMDS) antennae less than thirty six (36) inches in diameter, or television broadcast antennae, which Owners shall screen from street and other Owners' view to the greatest extent possible. Solar apparatus, if erected, must be maintained in such a way that it is screened from street and other Owners' view to the greatest extent possible. All such objects shall be placed in a location at the rear of the structure, unless such location prohibits receiving the necessary signal, in which case such object shall be placed in a location at the side rear of the structure.

All matters set forth in this provision require the express approval, in advance, of the ARC, which shall be exercised in conformity with the rules of the Federal Communications Commission and other applicable laws. Declarant and/or the Association may install an aerial, satellite dish, master antenna, cable system or other apparatus to receive electronic signals for the benefit of all or portions of the Properties.

- (S) Air Conditioning Equipment. No window, roof or wall type air-conditioner that is visible from any street shall be used, placed or maintained on or in any Living Unit. No air-conditioning apparatus shall be installed on the ground in front of a Living Unit.
- (T) Athletic Facilities. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature, shall not be placed on the front of any Lot or the side lot lines of corner lots in the Subdivision without the prior written consent of the ARC. All recreational equipment is subject to the Design Guidelines.
- (U) On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except as provided below. No more than one (1) above-ground propane or other approved fuel tank of no more than five hundred (500) gallons, and a five (5) gallon container (or less) of fuel may be stored on each

Living Unit for emergency purposes and operation of propane-use items, lawn mowers and similar tools or equipment. All stationary fuel tanks shall be screened from view of neighboring Living Units and any street. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

- (V) Laws and Ordinances. Every Owner and occupant of any Living Unit, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties. Any violation may be considered a violation of the Declaration. However, the Board shall have no obligation to enforce any laws, ordinances or government regulations.
- (W) Oil and Gas Drilling Rights of Declarant. Notwithstanding any other provision of this Article V, this Declaration, the Bylaws, the Design Guidelines or any other document referenced in or relating to the same, or any document relating to the Association, the Subdivision or any Lot therein, Declarant, its successors and assigns, and any Oil and Gas Lessee (as defined below) shall be entitled to the rights and privileges set forth in this Article V, Section (W). Declarant has retained all oil, gas and mineral rights in and to all of the Phase 3 Subdivision Lots that are the subject of this Declaration. Declarant, as owner of such oil, gas and mineral rights, has or may enter into contractual arrangements with one or more oil and gas lessees (collectively the "Oil and Gas Lessee") for the exploration, drilling, extracting, producing and marketing of oil, gas, including casing head gas and all gaseous and liquid hydrocarbon substances, and such other substances as may be produced in association therewith, and no other substances (collectively the "Oil and Gas Operations"). All Oil and Gas Operations shall be conducted in compliance with the terms of this Article V, Section (W).

The following Oil and Gas Operations of Declarant, its assigns, the Oil and Gas Lessee and the authorized agents of each of them shall be expressly permitted hereunder without the prior approval or review of, or payment of any fees, costs or other compensation to, the Association or any Lot Owner:

Any and all Oil and Gas Operations that do not involve drilling into or use of the surface estate of any Lot in the Subdivision, including without limitation "directional drilling" or similar technologies that involve drilling into surface areas lying outside the boundaries of the Subdivision at angles penetrating into subsurface areas of Lots within the Subdivision. All such Oil and Gas Operations shall be conducted in compliance with all applicable governmental laws, regulations and ordinances.

So long as any Oil and Gas Operations are conducted in compliance with the terms of this Article V, Section (W), then such operations shall be exempt from all of the other provisions of this Declaration, including without limitation all provisions relating to annual or special assessments, charges, fees, limitations and/or restrictions contained in this Declaration.

If the Association objects to the conduct of Oil and Gas Operations hereunder in any manner, the Association shall notify Declarant in writing thereof. Thereafter,



Declarant shall meet with representatives of the Association in good faith and shall attempt to amicably resolve the Association's objections, provided that this provision shall not be construed as limiting Declarant's right to fully develop its oil, gas and mineral interests in the Subdivision in compliance with this Article V, Section (W).

#### ARTICLE VI

#### EASEMENTS AND ACCESS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Plat. Within these easements, if any, no structure, planting, fence or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for (a) those improvements for which a public authority or utility company is responsible and (b) areas designated as Common Area by the Board of Directors. Neither the Association, Declarant nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

There is hereby created a right of ingress and egress across, over, and under the Properties in favor of Declarant and the Association, for the sole purpose of installing, replacing, repairing and maintaining all facilities for utilities, including but not limited to water, sewer, telephone, cable TV, electricity, gas and appurtenances thereto. An easement is hereby extended and acknowledged to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the Common Area in performance of their duties. Each Lot is conveyed subject to all easements, conditions and reservations shown on the Subdivision Plat and each Owner shall take notice of all such easements, conditions and reservations. No Owner shall maintain any condition or improvements in any platted easement which will significantly interfere with the intended use of the easement.

Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat. No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or Resident of a Living Unit may:

- (A) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
- (B) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the ARC and the City of Haslet's City Engineer;
- (C) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;

- (D) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (E) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

By acceptance of a deed to any Lot, each Owner covenants and agrees to ensure such Lot is graded and maintained in accordance with the grading plan set forth in the Design Guidelines and that the drainage of such Lot is maintained in accordance with the grading plan.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Association, ARC and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions.

#### ARTICLE VII

##### LOT CONSOLIDATION

Any Owner owning two (2) or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the ARC or Declarant, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one (1) residence and such other improvements as are permitted herein, provided, however, that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all assessments theretofore applicable to the Lots which are consolidated and each such building site shall meet, all lawful requirements of any applicable statute, ordinance or regulation.

#### ARTICLE VIII

##### ENFORCEMENT

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, Declarant, or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner, Resident or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. Neither the Architectural Review Committee, Association nor Declarant shall be charged with any affirmative duty to police, control or enforce the terms of this Declaration; such duties shall be borne by, and shall be the responsibility of, the Lot Owners.



## ARTICLE IX

### COURTESY PATROL

Courtesy patrol may be provided by the Association from time to time. As of the effective date of this Declaration, the Association is not a provider of security and does not contemplate providing security. Absent modification of such position by the Association, Owners must provide their own security for themselves, their Living Unit, Lot and personal property.

THE ASSOCIATION SHALL NOT BE CONSTRUED AS HAVING ANY DUTY TO INSURE OR GUARANTEE THE SAFETY OF THE OWNERS IN THE SUBDIVISION OR TO BE A PROVIDER OF SECURITY SERVICES. WHETHER OR NOT SUCH SERVICES ARE PROVIDED BY THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS, DAMAGE OR INJURY BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES TAKEN. EACH OWNER, RESIDENT, TENANT, GUEST AND INVITEE ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS OFFICERS, DIRECTORS AND COMMITTEE MEMBERS ARE NOT SECURITY SERVICES PROVIDERS, AND ACKNOWLEDGES THAT THE ASSOCIATION, ITS OFFICERS, DIRECTORS AND COMMITTEE MEMBERS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

## ARTICLE X

### MEMBERSHIP IN THE ASSOCIATION, VOTING RIGHTS AND REGISTRATION

Every person or entity who is a record Owner of a free or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a Member of the Association.

(A) Classes of Membership. The Association has two classes of membership:

- (1) Class A: Class A members shall be all Owners and Builder Members with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
- (2) Class B: The Class B member shall be Declarant who shall be entitled to five (5) votes for each Lot owned. Class B membership shall only cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
  - (i) at such time as the Declarant has conveyed and/or dedicated ninety-five percent (95%) or more of the land area of all existing and future contemplated phases of the Subdivision, whether in a single or multiple transaction, to an Owner or to any governmental authority for public use, or
  - (ii) on January 1, 2023.

- (B) Suspension of Voting Rights. All voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any duly established assessment or is otherwise in default and/or violation of this Declaration, the Design Guidelines or the Bylaws or other rules and regulations of the Association.
- (C) Registration with the Association. In order that the Declarant and the Association can properly determine voting rights and acquaint every Lot purchaser and every Owner, Resident and Member with this Declaration and the day-to-day matters within the Association's jurisdiction, each Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Owner, Member and Resident, and any fiduciary, representative, conservator, guardian or other agent, as applicable; (b) the business address, occupation and telephone number of each such person; (c) the description and license plate number of each automobile owned or used by each such person and brought within the Properties; (d) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Owner or Resident cannot be located) in case of an emergency; (e) the name, address and contact person of all persons or entities holding any mortgage, lien or other security interest in such Owner's, Member's or Resident's Lot(s), and (f) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member or Resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

## ARTICLE XI

### COVENANTS FOR ASSESSMENTS

Each Builder Member and every Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and (3) member charges levied against individual Owners to reimburse the Association for extra or unusual costs incurred by the Association for curing the Owner's violation of a restrictive covenant contained in this Declaration. The Annual and Special Assessments and Member Charges (all as defined below), together with such interest thereon, reasonable attorney's fees and costs of collection thereof, as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon, reasonable attorney's fees and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement,

maintenance and operation of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

- (A) Annual Assessments. The annual assessments for both improved and unimproved Lots (the "Annual Assessments") shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. Any and all unimproved Lots owned by Declarant shall not be subject to the Annual Assessment. The maximum Annual Assessment may be adjusted by a majority vote of the Board of Directors, without membership vote, subject to the terms of this section. Commencing with the budget (as discussed below) and Annual Assessment for the calendar year 2003 (or a majority of such calendar year), the Annual Assessment shall not be increased to more than the greater of: (i) one hundred and ten percent (110%) above the prior year's annual assessment and (ii) the result of multiplying said rate by a fraction, the numerator of which is the latest Consumer Price Index published on or before the sixtieth (60th) day prior to the date the Board sets the new maximum annual assessment rate and the denominator of which is the Consumer Price Index published on the year prior to the one used in the numerator. Consumer Price Index is the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers. In the event the compilation and/or publication of the Consumer Price Index is substantially revised, transferred to any other governmental department or bureau or agency or shall be discontinued, then the index (or a substitute procedure which reasonably reflects and monitors fluctuations in consumer prices most nearly the same as the Consumer Price Index) shall be used to make the calculations.

For budget and Annual Assessment periods prior to 2003, the Board may vary the maximum Annual Assessment in its discretion in order to recoup all or part of Declarant's initial Declaration and related expenses, formation of Association costs, Association and managing agent start up costs and other expenses and costs. Thereafter, the Association may increase the maximum Annual Assessment rate by more than the amount specified in the preceding paragraph only upon receipt of a two-thirds (2/3) approving vote of the Owners at a meeting called for vote on such a proposed increase.

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

The Annual Assessment shall be an amount equal to the total amount of the annual budget multiplied by a fraction, the numerator of which is the number of Lots attributable to an Owner and the denominator of which is the total number of Lots in the Subdivision that are not unimproved Lots owned by Declarant.

- (B) Special Assessments. In addition to the Annual Assessments provided for above, the Association may levy, in any assessment year, a special assessment on improved Lots

only (a "Special Assessment"), for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Area, respond to the unusual emergency needs of the Association as may be expected to appear from time to time, or for such other lawful purpose related to the use of the Properties as the Board of Directors or the Owners may determine, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners and shall set forth the purpose of the meeting.

- (C) Member Charge. In addition to Annual Assessments and Special Assessments, the Association, by vote of the Board, may impose a charge (a "Member Charge") upon any Owner for the purposes of reimbursing the Association for all direct and indirect costs incurred by the Association (i) with regard to the maintenance, repair or replacement of landscaping or site improvements on any particular Lot when the Board has determined the maintenance, repair or replacement of improvements associated with such Owner's Lot has been neglected to the point where conditions existing on such Lot are not in conformance with the maintenance obligations set forth in Article V, Section (M) of this Declaration, (ii) if an Owner or someone for whom an Owner is responsible places anything in the Common Area or damages any portion of the Common Area or improvements thereon (including fences and other man-made structures or walls) in a manner that is outside the ordinary course of use, or (iii) if an Owner or someone for whom an Owner is responsible violates any other provision of this Declaration and the Association is forced to exercise its rights hereunder. The Owner of such Lot shall be notified in writing of said determination and the specific violations, deficiencies or Common Area damage found to exist and shall be afforded a reasonable period of time to respond to said notice by correcting the violations, deficiencies and/or damage. The Owner shall be assessed the cost of reimbursing the Association for any and all costs, including attorney's fees, to secure compliance.
- (D) Due Dates, Budget and Late Charges. The Annual Assessments provided for herein shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the Annual Assessment shall be an amount which bears the same relationship to the Annual Assessment provided for above as the remaining number of months in that year bear to twelve. The Board shall use reasonable efforts to provide each Owner with an invoice statement reflecting the appropriate amount due, but any failure to provide such a notice shall not relieve any Owner of the obligation. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment. The special assessments are due and payable on the date fixed in the resolution authorizing the special assessment. Member Charges are due and payable within thirty (30) days after the Owner was served with notice by the Association of the amount of such Member Charge.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law. If the Board shall refuse or fail to determine a rate of interest, the rate of interest shall be eighteen percent (18%) per



annum plus any appropriate late charges and/or handling fees as approved by the Board. If applicable state law provides or requires an alternate ceiling under Vernon's Annotated Texas Civil Statutes Article 5069-1.04, then that ceiling shall be the indicated rate ceiling.

- (E) Remedies and Lien for Assessments. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connection with said lien. The President of the Board of Directors shall have the right to appoint agents, to mail and file the notices required by Texas Property Code § 51.002, to conduct the sale, and to otherwise comply with the statute. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of Owner's Lot.

In addition to the foregoing charges for delinquent accounts, each Owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees and such reasonable late charges and collection charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the Annual Assessment, Special Assessments or Member Charges which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the Annual Assessment, Special Assessments or Member Charges which are the subject matter of suit in the order of their coming due.

Notice of the lien may be given, but is not required, by the recordation in the Real Property Records of Tarrant County, Texas of an Affidavit of Delinquent Assessment and Notice Of Assessment Lien, duly executed by an officer, managing agent or attorney of the Association, setting forth the amount owed, the name of the last known Lot Owner or Owners of record, and the legal description of the Lot.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Living Unit and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession thereof by forcible detainer or by Writ of Possession.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to

assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Notwithstanding any other provision of this Article XI or this Declaration, it is the intent of Declarant that this Declaration, and all documents attached hereto and/or incorporated by reference herein, at all times be consistent with, and not require, allow or assert any remedy or right of Declarant, the Association, any Lot Owner, the Subdivision or any Lot, including without limitation any assessment, charge, lien or foreclosure right, that is in excess of, or inconsistent with, that which is allowed under any then applicable federal, state, county, city or other laws, statutes or regulations, including without limitation Chapter 209 of the Texas Property Code, as the same may be amended from time to time (collectively the "Applicable Laws"). To the extent any provision hereof is deemed to be in excess of, or inconsistent with, any Applicable Laws, then such provision shall be automatically modified and enforced so as to fully comply with the Applicable Laws, and all of the other provisions hereof shall be unaffected thereby and shall continue in full force and effect to the greatest extent possible. The Association, acting by and through its authorized representatives, shall have the power to interpret and enforce the provisions of this paragraph.

## **ARTICLE XII**

### **MAINTENANCE FUND AND GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION**

- (A) Maintenance Fund. The Board, for the benefit of the Owners, shall establish and maintain a maintenance fund into which shall be deposited the Annual Assessments collected from Owners and which maintenance fund shall be used, without limitation, for the payment of the following:
- (1) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Area rather than against the individual Owners, if any.
  - (2) Care and preservation of the Common Area.
  - (3) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors (provided that any contract for management of the Association shall be no more than annual in term, and terminable by written notice at any time by the Association, with no penalty, upon a breach without cure of such contract by such management firm), and the services of such other personnel as the Board of Directors may determine.
  - (4) Legal and accounting services.



- (5) A policy or policies of insurance insuring the Common Area, the Association, its Directors and/or Officers against any liability to the public or to the Owners (and/or invites or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors.
  - (6) Workers compensation insurance to the extent necessary to comply with any applicable laws.
  - (7) Such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable.
  - (8) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors 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 enforcement of this Declaration.
  - (9) Perpetual maintenance and enhancement of all Common Area, including walls, gates, grounds, landscaping, lights, irrigation and electric for right-of-way and all entry monuments, walls and signs owned or maintained by the Association.
- (B) Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:
- (1) To execute all declarations of ownership for tax assessment purposes and with regard to the Common Area, if any, on behalf of all Owners.
  - (2) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.
  - (3) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.
  - (4) To protect or defend the Common Area from loss or damage by suit, adverse use, act of God or act of Owner or Resident (for which reimbursement is specifically authorized), and to provide adequate reserves for replacements.
  - (5) To make reasonable rules and regulations for the operation of the Common Area and to amend it from time to time; provided that, any rule or regulation may be amended or repealed by a vote of the Members of the Association, or with respect to a rule applicable to less than all of the Common Area, by a vote of the Owners of the Lots in the portions affected.
  - (6) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the

Association available for inspection by Owners at reasonable times and intervals.

- (7) 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 Owners in proportionate amounts to cover the deficiency.
- (8) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (9) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.
- (10) To establish a monetary "fines" system which shall include due process hearings and a discretionary range of fine amounts, which, when levied, shall constitute a permitted Member Charge assessment secured by the lien herein established.
- (11) To establish reserve funds which may be maintained and/or accounted for separately from other funds maintained for annual operating expenses.

The Board shall have the exclusive right to contract for all goods, services and insurance payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

- (C) Board Representation. Not later than sixty (90) days after the later of (i) conveyance of fifty percent (50%) of the Lots to Owners other than Declarant or (ii) the date of filing for record of this Declaration, one member of the Board of Directors shall be elected by Owners other than Declarant.

### ARTICLE XIII

#### COMMON AREA

All Common Area within the Properties that is separately identified and subdivided on the Subdivision Plat and which is to be owned in fee simple by the Association shall be conveyed to the Association by deed prior to the conveyance of the first Lot in the Subdivision by the Declarant. The Association shall assume all maintenance obligations with respect to any such Common Area which may be hereafter established. In addition, the Association, through its Board of Directors, may specifically designate as "Common Area" any entrance monuments, security gates, fences, walls, open areas, drainage facilities, ponds or waterways, median strips, esplanade, landscaping or other improvement areas lying within any indicated easements, dedicated areas or rights-of-way as shown

on the Subdivision Plat. If designated as Common Area by the Board of Directors, such areas and improvements shall become Common Area hereunder notwithstanding the lack of conveyance by deed of fee simple title to such areas and improvements to the Association, and thereafter the Association shall assume all administration and maintenance obligations with regard to such areas and improvements. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

There shall be no physical partition of the Common Area or any part thereof. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

#### ARTICLE XIV

#### INSURANCE AND CONDEMNATION

- (A) Fire, Hazard and Casualty Insurance. Owners of Lots hereby covenant and agree with all other Owners and the Association to carry all-risk casualty insurance on their Lot. Each Owner of a Lot further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original Living Unit. In the event the Living Unit is totally destroyed and the Owner determines not to rebuild or reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of the construction.

Each Owner shall be responsible, at his own cost and expense, for personal liability insurance to the extent not covered by public liability insurance acquired by the Association on behalf of all Owners with respect to the Common Area. Before a Living Unit is erected on any Lot, each Owner shall carry, at Owner's expense, homeowners and lot owners insurance. Once a Living Unit has been erected on a Lot and is Owner occupied, each Owner shall, at Owner's expense, obtain adequate homeowners insurance. If a Living Unit is leased to a third party, the Owner or Resident shall obtain liability and hazards insurance.

- (B) Property and Public Liability Insurance With Respect to Common Area, Errors and Omissions and Indemnification.

- (1) The Board of Directors of the Association shall obtain and continue in effect such property insurance as it shall deem desirable to insure the buildings and structures in the Common Area, naming the Association as beneficiary with an endorsement to the mortgagee, if any, against risks of loss or damage by fire and other hazards as are covered under standard fire and extended coverage provisions.
- (2) The Board of Directors of the Association shall obtain such comprehensive public liability insurance as it shall deem desirable insuring the Association, its agents and employees, and each Owner, from and against liability in connection with the Common Area.

- (3) The Board of Directors of the Association shall obtain such liability insurance as it shall deem desirable covering errors and omissions of directors, officers, managers, employees and representatives of the Association, including if desired fidelity bonds for all officers and employees who have control over the receipt or disbursement of funds.
- (4) The Association may indemnify directors, officers, employees and agents and may purchase indemnity insurance in accordance with the appropriate provisions of the Texas Business Corporation Act.
- (C) Insurance Premiums with Respect to Common Area. All costs, charges and premiums for all insurance with respect to the Common Area that the Board of Directors authorizes as provided herein shall be a common expense of all Owners and shall be part of the Annual Assessment.
- (D) Other Insurance. None of the above prevents the Board of Directors from obtaining other insurance as may be required by law (e.g. workers compensation) or other insurances which may become the norm for properties of this nature.
- (E) Condemnation. If part or all of the Common Area shall be taken or condemned by any authority having the power of eminent domain, any compensation and damages shall be paid to the Association. The Board of Directors shall have the exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such Common Area. The Owners may, by vote of seventy-five percent (75%) or more of the total voting power hereunder, agree to distribute the proceeds of any condemnation or taking by eminent domain, to each Owner and his mortgagee, if any, as their interest may appear. In event that the Owners shall not so agree, such proceeds shall be added to the funds of the Association, and the Association shall decide on whether or not to replace or restore, as far as possible, the Common Area so taken or damaged.

The Association shall give timely notice of the existence of such proceedings to all Owners and their mortgagees, if any. The expense of participation in such proceedings shall be common expenses chargeable to the Owners.

- (F) Insufficient Proceeds. If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage, the Association may levy a Special Assessment as provided for in Article XI, Section (B) of this Declaration.

#### ARTICLE XV

##### AMENDMENT, ANNEXATION AND DECLARANT ASSIGNMENT

This Declaration shall remain in force and effect for a period of thirty (30) years after this Declaration is recorded, at which time, and each tenth anniversary thereafter, this Declaration shall be renewed for a period of ten (10) years unless amended as provided herein. This Declaration may be amended by written instrument approved by the affirmative vote of the Members of the Association holding at least seventy-five percent (75%) of the total votes. The amendment shall be effective when it is certified by the President of the Association as to the requisite number of votes



and recorded in the Official Deed and Plat Records of Tarrant County, Texas. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted. Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for a period of one (1) year from the date of recordation of this Declaration in the Official Deed and Plat Records of Tarrant County, Texas for any reason. Notwithstanding the foregoing, after the expiration of one (1) year from the date of recordation of this Declaration in the Official Deed and Plat Records of Tarrant County, Texas, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or for the purpose of making such additions or amendments hereto as may be required by FHA, HUD or VA to qualify the Properties for mortgage guaranties issued by FHA and/or VA.

Declarant shall have the right, privilege and option to annex additional land to make it subject to this Declaration, including without limitation any additional phases of the Ashmore Farms development, without the necessity of joinder by any other Owner of Lots, or any interest therein, until January 1, 2023, by filing in the Official Deed and Plat Records of Tarrant County, Texas an amendment annexing such property into the Properties subject to this Declaration. Additional property may be thereafter annexed and made subject to this Declaration, or property may be withdrawn, by written instrument approved by the affirmative vote of the Members of the Association holding at least seventy-five percent (75%) of the total votes and filed of record in the Official Deed and Plat Records of Tarrant County, Texas.

At such time as Declarant's Class B membership in the Association has ceased to exist and Declarant has conveyed to third parties all of the Lots in all phases of the Subdivision, then Declarant shall assign to the Association (a) all of Declarant's then remaining right, title and interest as Declarant, if any, in and to any portion of the Common Area, easements or other encumbrances of the Subdivision, and (b) all of Declarant's then remaining rights, duties and obligations as Declarant, if any, under this Declaration, pursuant to the Form of Assignment attached hereto as Exhibit D.

## ARTICLE XVI

### GOVERNMENTAL REQUIREMENTS

By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Owner, Builder Member and contractor assumes responsibility for complying with all rules, rulings, determinations, certifications, permitting, reporting, construction and procedures required under all applicable governmental statutes, regulations and permits, including but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and those of the Texas Water Development Board and Texas Water Commission, related to each Lot, including, without limitation, the provisions of chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the benefit of builders and contractors and do not in any way limit the terms and requirements of this covenant and the requirement that all Owners, Builder Members and contractors comply with all governmental regulations, and any plan or certification required by such regulations (such as Storm Water Pollution Plan or a certification of understanding relating to any applicable NPDES permit) shall be delivered to Declarant prior to the start of construction. Each Owner, Builder Member and contractor, by acceptance of a deed to a Lot or undertaking the making

of improvements to a Lot, holds harmless and indemnifies Declarant from and against all cost, loss or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

By acceptance of a deed to a Lot, each Builder Member and Owner agrees that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner or Builder Member has been given five (5) days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner and Builder Member indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner or Builder Member with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

## ARTICLE XVII

### GENERAL PROVISIONS

- (A) Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. Whenever in the application of the provisions of this Declaration, or any amendment hereto, there is a conflict with the application of any provision of the Bylaws of the Association, then the provisions or application of this Declaration shall prevail.

If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

- (B) Severability. If any provision of this Declaration is found or declared by a court or governmental body of competent jurisdiction to be void or unenforceable, such provision shall be stricken from this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect. Nothing herein shall prohibit Declarant or the Association from challenging the jurisdiction of such court or governmental body to make such a ruling.
- (C) Governing Law. This Declaration shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to such state's conflicts of laws rules that might otherwise apply the laws of any other jurisdiction.



- (D) Notices. Any notice required to be given to any Owner, Member or Resident shall be complete when the notice is deposited in the United States mail, postage prepaid, and addressed to the Owner, Member or Resident at the last known address as shown by the records of the Association, pursuant to Article X, Section (C) of this Declaration.
- (E) 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.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the day and year above written. EXECUTED effective as of the 1st day of November, 2002.

DECLARANT:

ASHMORE FARMS, LTD.

a Texas limited partnership

By: ASHMORE FARMS DEVELOPMENT, LLC

General Partner, a Texas limited liability company

By: GARY DUNN BUILDERS, INC.

Executive Member

By: 

Gary Dunn, President

By: DRP ENTERPRISES, INC.


Executive Member

By: 

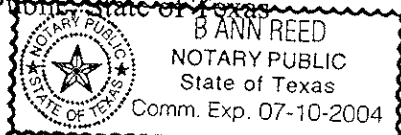
Dan Proctor, President

STATE OF TEXAS §  
COUNTY OF TARRANT §

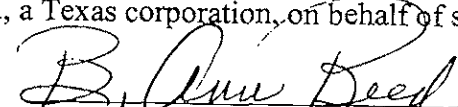
This instrument was acknowledged before me the 18<sup>th</sup> day of November, 2002, by Gary Dunn, President of Gary Dunn Builders, Inc., a Texas corporation, on behalf of said corporation.

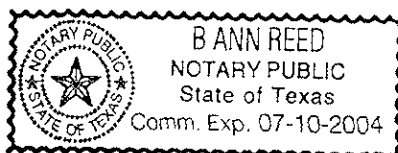
  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TARRANT §



This instrument was acknowledged before me the 18<sup>th</sup> day of November, 2002, by Dan Proctor, President of DRP Enterprises, Inc., a Texas corporation, on behalf of said corporation.

  
Notary Public, State of Texas



AFTER RECORDING, PLEASE RETURN TO:

Ashmore Farms, Ltd.  
2312 Ember Woods  
Roanoke, TX 76252

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBDIVISION**

Ashmore Farms Phase 3

ALL of that certain tract of land depicted in the Final Plat of Ashmore Farms Phase 3, an Addition to the City of Eastland, Tarrant County, Texas, recorded in Cabinet A, Slide 7558 of the Official Deed and Plat Records of Tarrant County, Texas and containing the following parcels of real property identified therein: Block 1, Lots 10, 11, 12 and 13; Block 2, Lots 5, 6, 7, 8, 9, 10, 11, 12 and 13; Block 3, Lots 10, 11, 12, 13 and 14; Block 4, Lots 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45; Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16; and Block 6, Lots 8, 9, 10, 11, 12, 13 and 14.

Unofficial Copy

**EXHIBIT B**

**DESCRIPTION OF COMMON AREA  
CONVEYED TO  
ASHMORE FARMS HOMEOWNERS ASSOCIATION**

There are no separately identified and subdivided areas of Ashmore Farms Phase 3 Addition on the Subdivision Plat which are to be conveyed by deed by Declarant to the Ashmore Farms Homeowners Association and owned in fee simple by the Association. Notwithstanding the foregoing, nothing herein shall prohibit the Board of Directors of the Ashmore Farms Homeowners Association from specifically designating certain areas and improvements as "Common Area" for the purposes of administration, maintenance and preservation of the same in accordance with the terms and conditions set forth in the Declaration.

**EXHIBIT C**  
**FORM OF**  
**ASSIGNMENT AND WAIVER OF DECLARANT'S RIGHT**  
**OF APPOINTMENT OF**  
**ARCHITECTURAL REVIEW COMMITTEE**  
**FOR ASHMORE FARMS SUBDIVISION**

STATE OF TEXAS                   §  
  §  
COUNTY OF TARRANT       §

This Assignment and Waiver of Declarant's Right of Appointment of Architectural Review Committee for Ashmore Farms Subdivision is made by ASHMORE FARMS, LTD. ("Declarant") to ASHMORE FARMS HOMEOWNERS ASSOCIATION (the "Association"), as follows:

WHEREAS, Declarant has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions for ASHMORE FARMS SUBDIVISION in \_\_\_\_\_ of the Official Deed and Plat Records of Tarrant County, Texas, as amended in \_\_\_\_\_ and \_\_\_\_\_ of the Official Deed and Plat Records of Tarrant County, Texas (the "Declaration") concerning the real property described therein and known as the ASHMORE FARMS SUBDIVISION (the "Subdivision"); and

WHEREAS, in the Declaration, Declarant reserved certain rights, including the right to appoint and remove members of the Architectural Review Committee for the Subdivision at any time, with or without cause; and

WHEREAS, Declarant's Class B membership in the Association has ceased to exist; and

WHEREAS, the Association has requested that Declarant assign its rights as Declarant under the Declaration with respect to the membership of the Architectural Review Committee serving the Subdivision, and Declarant has consented to such request and has agreed to release whatever, if any, such rights it may have under the Declaration;

NOW, THEREFORE, Declarant hereby TRANSFERS and ASSIGNS to the Association all rights whatsoever Declarant may have with respect to the appointment of the membership of the Architectural Review Committee for the Subdivision described in the Declaration to the Association.

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EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_.

DECLARANT:

ASHMORE FARMS, LTD.

a Texas limited partnership

By: ASHMORE FARMS DEVELOPMENT, LLC

General Partner, a Texas limited liability company

By: GARY DUNN BUILDERS, INC.

Executive Member

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

Gary Dunn, President

By: DRP ENTERPRISES, INC.

Executive Member

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

Dan Proctor, President

STATE OF TEXAS

COUNTY OF TARRANT

§

§

This instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Gary Dunn, President of Gary Dunn Builders, Inc., a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

§

§

This instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Dan Proctor, President of DRP Enterprises, Inc., a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:  
Ashmore Farms Homeowner's Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT D**  
**FORM OF**  
**ASSIGNMENT OF DECLARANT'S**  
**TITLE AND INTEREST IN ASHMORE FARMS SUBDIVISION**  
**AND**  
**RIGHTS AND DUTIES UNDER THE DECLARATION**

STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

This Assignment of Declarant's Title and Interest in Ashmore Farms Subdivision and Rights and Duties Under the Declaration is made by ASHMORE FARMS, LTD. ("Declarant") to ASHMORE FARMS HOMEOWNERS ASSOCIATION (the "Association"), as follows:

WHEREAS, Declarant has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions for ASHMORE FARMS SUBDIVISION in \_\_\_\_\_ of the Official Deed and Plat Records of Tarrant County, Texas, as amended in \_\_\_\_\_ and \_\_\_\_\_ of the Official Deed and Plat Records of Tarrant County, Texas (the "Declaration") concerning the real property described therein and known as the ASHMORE FARMS SUBDIVISION (the "Subdivision"); and

WHEREAS, Declarant has conveyed to others title to all of the Lots in all phases of the Subdivision, and now owns no Lots in the Subdivision; and

WHEREAS, pursuant to the Declaration, Declarant reserved certain rights and assumed certain duties with respect to the Subdivision; and

WHEREAS, the Association has requested that Declarant assign to the Association Declarant's title and interest in the Subdivision (as opposed to any Lots within the Subdivision) and its rights and duties under the Declaration, and Declarant has consented to such request and has agreed to such assignment;

NOW, THEREFORE, Declarant hereby TRANSFERS and ASSIGNS to the Association all right, title and interest, if any, that Declarant as Declarant may still own in the Subdivision, including any Common Area, easements or other encumbrances contained therein, but excluding therefrom any Declarant right, title or interest in or to individual Lots within the Subdivision, to the extent of such right, title or interest in such Lot(s);

AND Declarant hereby TRANSFERS and ASSIGNS to the Association all rights, duties and obligations, if any, that Declarant as Declarant may still hold under the Declaration.

/

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EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_.

DECLARANT:

ASHMORE FARMS, LTD.

a Texas limited partnership

By: ASHMORE FARMS DEVELOPMENT, LLC

General Partner, a Texas limited liability company

By: GARY DUNN BUILDERS, INC.

Executive Member

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

Gary Dunn, President

By: DRP ENTERPRISES, INC.

Executive Member

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

Dan Proctor, President

STATE OF TEXAS

COUNTY OF TARRANT

§

§

This instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, by Gary Dunn, President of Gary Dunn Builders, Inc., a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

§

§

This instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, by Dan Proctor, President of DRP Enterprises, Inc., a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:  
Ashmore Farms Ecmeowner's Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D202339594  
ASHMORE FARMS LTD  
2312 EMBER WOODS  
ROANOKE TX 76262

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S  
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K  
O F F I C I A L R E C E I P T

T O: N O R T H A M E R I C A N T I T L E

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