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## **PLAINVIEW MANOR ESTATES HOMEOWNERS ASSOCIATION BYLAWS**

Plainview Manor Estates is an addition in Midlothian, Texas, in Ellis County. The plat of the initial phase has been recorded with the Plat Records of Ellis County, Texas. These Bylaws are to be recorded in the Real Property Records of Ellis County, Texas.

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## **ARTICLE I – INTRODUCTION**

1.1 **PROPERTY.** These bylaws provide for the governance of the residential development known as Plainview Manor Estate, located in Ellis County, Texas (the “Property”), which is subject to the Reservations, Restrictions and Covenants (the “Documents”) for Plainview Manor Estate that are recorded in the Real Property Records of Ellis County, Texas. (See Appendix A) The plat is recorded as the COLEMAN F. JENKINS SURVEY, ABSTRACT NO. 591, as recorded in Volume 390, Page 409 of the Deed Records of Ellis County, Texas (DRECT).

1.2 **PARTIES TO BYLAWS.** All present or future lot owners and all other persons who use or occupy the Property in any manner are subject to these bylaws and the other Documents. The acquisition of a lot or occupancy of a dwelling in the Property will signify that the lot owner is a member of the Association and that the lot owner accepts, ratifies, and agrees to strictly follow these bylaws.

1.3 **GENERAL POWERS AND DUTIES.** The Plainview Manor Estate Homeowners Association (the “Association”), acting through the Board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Documents and State law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

1.3.1 The association is incorporated for the purposes of managing, constructing, maintaining and overseeing the maintenance of the common areas of property in Plainview Manor Estate, as well as to promote social interaction, neighborliness, civic cooperation, protection of property values, safety, and better living in the Plainview Manor Estate subdivision.

## **ARTICLE 2 – BOARD OF DIRECTORS**

2.1 **NUMBER AND TERM OF OFFICE.** The Association’s Board of Directors (“Board”) will consist of 5 persons. Upon election, each director will serve a term of 2 years. To maintain staggered terms, three directors will be elected in even-numbered years and two directors will be elected in odd-numbered years. A director takes office on the first day of the month after the meeting or balloting at which he is elected, and, absent death, ineligibility, resignation or removal, will hold office until his successor is elected or appointed. The number of directors may be changed by amendment of these bylaws but may not be less than three. To

establish staggered terms, at the first election, the Vice President, Treasurer, and At Large Board Member will serve initial terms of 2 years, and the President and Secretary will serve initial terms of 3 years. Thereafter, their successors will serve 2-year terms.

2.2 QUALIFICATION. The following qualifications apply to the election or appointment of persons to the Board.

2.2.1 *Owners*. All of the directors must be members of the Association.

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

2.3 ELECTION. Directors will be elected by the members of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by any method permitted by applicable law, which may include, without limitation, mail, facsimile transmission, electronic mail, or a combination of any of these.

2.4 VACANCIES. Vacancies on the Board caused by any reason, except the removal of a director by a vote of the Association, will be filled by a vote of the majority of the remaining directors, even if less than a quorum, at any meeting of the Board. Each director so elected will serve until the next meeting of the Association, at which time a successor will be elected to fill the remainder of the term.

2.5 REMOVAL OF DIRECTORS. At any annual meeting or special meeting of the Association, any one or more of the directors may be removed with or without cause by members representing at least two-thirds of the votes present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members must be given an opportunity to be heard at the meeting.

2.6 MEETINGS OF THE BOARD

2.6.1 *Organizational Meeting of the Board*. Within 10 days after the annual meeting of the Association, the directors will convene an organizational

meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the Board and announced to the directors.

- 2.6.2 *Regular Meetings of the Board.* Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least one such meeting must be held quarterly. Notice of regular meetings of the Board will be announced to members either personally, by telephone, written or electronic communication, by signage, or through the Association's website, at least 3 days prior to the meeting.
- 2.6.3 *Special Meetings of the Board.* Special meetings of the Board may be called by the president, or, if he is absent or refuses to act, by the vice president, secretary, or treasurer, or by any two directors. At least 3 days notice will be given to each director either personally, by telephone, written or electronic communication, or through the Association's website. Notice must state the place, time and purpose of the meeting.
- 2.6.4 *Emergency Meetings.* In case of emergency, the Board may convene a meeting after making a diligent attempt to notify the members by any practical method.
- 2.6.5 *Conduct of Meetings.* The president presides over meetings of the Board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings occurring at meetings. When not in conflict with applicable law or the Documents, the then-current edition of Robert's Rules of Order governs the conduct of the meetings of the Board.
- 2.6.6 *Quorum.* At meetings of the Board, a majority of directors constitutes a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present are the acts of the Board. A quorum may be accomplished through the use of a proxy for absent directors.
- 2.6.7 *Minutes.* The written report of a Board meeting will not constitute the official minutes of the meeting until approved by the directors at a future meeting. The minutes must report actions taken by the Board but need not report the substance of the discussion.

2.6.8 *Open Meetings.* Regular and special meetings of the Board are open to all members of the Association, subject to the following provisions:

- a. No audio or video recording of the meeting may be made, except by the Board or with the Board's prior express consent.
- b. Members who are not directors may not participate in Board deliberations under any circumstances, and may not participate in Board discussions unless the Board expressly so authorizes at the meeting.
- c. The Board may adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of business to be considered in executive session will first be announced in open session.
- d. The Board may prohibit attendance by non-members, including representatives, proxies, agents and attorneys of members.
- e. The Board may prohibit attendance by any member who disrupts meetings or interferes with the conduct of Board business.

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

2.6.10 *Action without a Meeting.* Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

2.7 **POWERS AND DUTIES.** The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The Board may do all acts and things except those

which, by applicable law or the Documents, are reserved to the members of the Association and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in applicable laws or the Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board include, but are not limited to, the following:

2.7.1 *Appointment of Committees.* The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities, including, but not limited to, an Architectural Control Committee described in the Documents. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee members, and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among the members of the Association.

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

### ARTICLE 3 – OFFICERS

3.1 DESIGNATION. The principal officers of the Association are the president, the vice president, the secretary, the treasurer, and the at large board member.

3.2 ELECTION OF OFFICERS. The officers are elected no less than annually by the members at the organizational meeting of the association and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

3.3 REMOVAL AND RESIGNATION OF OFFICERS. A majority of directors may remove any officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an officer does not constitute resignation or removal from the Board. Following the removal or resignation of an officer, a successor may be appointed at any regular or special meeting of the Board called for that purpose.



### 3.4 DESCRIPTION OF PRINCIPAL OFFICES.

- 3.4.1 *President.* As the chief executive officer of the Association, the president: (1) presides at all meetings of the Association and of the Board; (2) has general supervision, direction and control of the business of the Association, subject to the control of the Board; and (3) sees that all orders and resolutions of the Board are carried into effect.
- 3.4.2 *Vice President.* The vice president assists President in the discharge of his duties and acts on his behalf as required.
- 3.4.3 *Secretary.* The secretary: (1) keeps the minutes of all meetings of the Board and of the Association; (2) has charge of such books, papers and records as the Board may direct; (3) helps to maintain a record of the names and addresses of the members for the mailing of notices; and (4) in general, performs all duties incident to the office of secretary.
- 3.4.4 *Treasurer.* The treasurer: (1) is responsible for working with the management company to maintain all of the Association funds to include: (2) keeping full and accurate financial records and books of account showing all receipts and disbursements; (3) preparing all required financial data and tax returns; (4) depositing all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (5) preparing the annual and supplemental budgets of the Association; (6) reviewing the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (7) performing all the duties incident to the office of treasurer.
- 3.4.5 *At Large Board Member.* The At Large Board Member assists other board members in the discharge of their duties, and may also be assigned to Chair committees, as listed above.

3.5 AUTHORIZED AGENTS. Except when applicable law or the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association.

## ARTICLE 4 – MEETING OF THE ASSOCIATION

4.1 BI-ANNUAL MEETING. A bi-annual meeting of the Association will be held during the months of April and October of each year, at which the members of the Association will elect directors in April in accordance with these bylaws.

The members may also transact such other business of the Association as may properly come before them.

4.2 SPECIAL MEETINGS. It is the duty of the president to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by owners of at least 20 percent of the lots in the Property. The meeting must be held within 30 days after the Board resolution or receipt of petition. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

4.3 PLACE OF MEETINGS. Meetings of the Association may be held at the Property or at a suitable place convenient to the members, as determined by the Board.

4.4 NOTICE OF MEETINGS. At the direction of the Board, written notice of meetings of the Association will be provided to owners of each lot in the Property at least 10 days but not more than 60 days prior to the meeting. This notice may be provided in the form of a letter, or by signage placed in the neighborhood. Notices of meetings will state the date, time and place the meeting is to be held. Notices will identify the type of meeting as bi-annual or special, and will state the particular purpose of the meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

4.5 QUORUM. At any meeting of the Association, the presence in person or by proxy of the owners of at least 35 percent of the lots in the Property constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum.

4.6 VOTES. At all meetings of the Association, each member of the Association shall be entitled to cast one vote for each lot owned in the Property. The vote of members representing at least a majority of the votes cast at any meeting at which a quorum is present binds all members for all purposes, except when a higher percentage is required by these bylaws, the declaration, the Documents, or by applicable law. Cumulative voting is prohibited.

4.6.1 *Co-Owned Lots*. If a lot is owned by more than one member of the Association, the vote appurtenant to that lot is cast as follows: If only one of the multiple owners of a lot is present at a meeting of the Association, that person may cast the vote allocated to that lot; if more than one of the multiple owners is present, the vote allocated to that lot may be cast only if

the owners are in unanimous agreement (multiple owners are in unanimous agreement if one of the multiple owners casts the vote allocated to a lot and none of the other owners makes prompt protest to the person presiding over the meeting).

4.6.2 *Entity-Owned Lots*. If a lot is owned by a corporation or similar business entity, the vote appurtenant to that lot may be cast by any officer of the entity in the absence of the entity's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of a written appointment of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation, partnership, or similar business entity is duly authorized to vote on behalf of that entity.

4.7 PROXIES. Votes may be cast in person or by proxy. To be valid, a proxy must (1) be written, signed, and dated by a member or his attorney-in-fact; (2) identify the lot to which the vote is appurtenant; (3) designate the person or position (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (4) identify the meeting for which the proxy is given; (5) not purport to be revocable without notice; and (6) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates one year after its date. Perpetual or self-renewing proxies are permitted if they are revocable. To revoke a proxy, the granting member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting, which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes.

4.8 CONDUCT OF MEETINGS. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. When not in conflict with applicable law or the Documents, the then-current edition of Robert's Rules of Order governs the conduct of meetings of the Association. Votes should be tallied by tellers appointed by the person presiding over the meeting.

4.9 ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may vote to adjourn the meeting to another time and place.

4.10 ACTION WITHOUT MEETING. Subject to Board approval, any action which may be taken by a vote of the members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit members to vote by ballots delivered by any method allowed by applicable law, such as hand delivery, mail, fax, email, or any combination of these. Written consents by members representing at least a majority of all votes entitled to be cast in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting.

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

## ARTICLE 5 – ENFORCEMENT

5.1 REMEDIES. The violation of any provision of the Documents by the owner of a lot in the Property gives the Board the following rights, in addition to any other rights set forth in the Documents:

- a. Fines. The Board may impose reasonable fines, if notice and an opportunity to be heard are given.
- b. Courts. The Board may enjoin, abate, or remedy, by appropriate legal proceedings, the continuance of any breach.

5.2 REIMBURSEMENT OF EXPENSES AND FEES. In addition to any other rights set forth in these bylaws or the Documents for violation of a provision of the Documents, the Board may levy and collect against the owner of a lot in the Property individual assessments for reimbursement of reasonable fees and expenses, including, without limitation, attorneys' fees, court costs, and expenses, incurred by the Association to enforce the Documents, including the collection of delinquent assessments, provided:

5.2.1 *Notice.* The Association must give the owner written notice that the owner will be liable for reimbursement of any such fees and expenses incurred by the Association if the delinquency or violation continues after a certain date that is stated in the notice. This notice requirement does not apply to fees and expenses incurred by the Association in connection with a counterclaim filed by the Association in a lawsuit to which an owner is a plaintiff.

5.2.2 *Hearing.* If fees and expenses are incurred by the Association for an action requiring notice and hearing (as specified in Section 5.3 below), the owner is not liable for reimbursement of fees and expenses incurred (1) before the date by which the owner must request a hearing, if the owner does not request a hearing, or (2) before conclusion of the hearing, if the owner does request a hearing.

5.2.3 *Records.* By written request, an owner may obtain from the Association copies of any invoices for charges, including attorneys' fees, court costs, and expenses, for which the Association seeks reimbursement.

5.2.4 *Foreclosure.* In connection with a nonjudicial foreclosure of the Association's assessment lien, applicable law, such as Chapter 209 of the Texas Property Code, may establish a limit for the amount of attorneys' fees, court costs, and expenses the Association may include in its lien.

5.3 **ACTIONS REQUIRING NOTICE AND HEARING.** Before taking any of the below-described actions, the Board must give written notice and an opportunity for a hearing according to the requirements of this Article 5 and the notice and hearing requirements of applicable law, such as Chapter 209 of the Texas Property Code. The following actions by or with the approval of the Board, the Association, or the Architectural Control Committee, require notice and hearing as provided by this Article:

- a. Imposition of a fine for violation of any provision of the Documents, other than fines, interest, or collection fees charged for delinquent accounts. (See Appendix B)
- b. Charging an owner or a lot for property damage.
- c. Filing suit against an owner other than a suit related to the collection of assessments.
- d. Foreclosure of the Association's assessment lien.

5.4 NOTICE. The required written notice must contain (1) the date the violation notice is prepared or mailed; (2) a statement that not later than the 30th day after the date the owner receives the notice, the owner may request a hearing to discuss and verify facts and resolve the matter in issue, pursuant to this Article 5 and applicable law, such as Section 209.007 of the Texas Property Code; (3) a statement of how or where the request for hearing should be made or delivered; (4) a statement that if the hearing is before a committee or anybody other than the Board, the owner has the right to appeal the decision to the Board by written notice to the Board; (5) a statement that the owner may be liable for reimbursement of attorneys fees and costs if the violation continues or the damage is not paid by a stated date; and (6) the following contents applicable to violations or damage claims, as the case may be:

5.4.1 *Notice of Violation.* In the case of a violation of a provision of the Documents, the written notice must also contain the following: (1) a description of the violation; (2) a reference to the rule or provision of the Documents that is being violated, if applicable; (3) a description of the action required to cure the violation; (4) the amount of the fine or charge to be levied; (5) unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 6 months, a statement that the owner may avoid the fine or suspension by curing the violation in a reasonable period of time, which may be specified in the notice.

5.4.2 *Notice of Damage.* In the case of property damage for which the Association seeks reimbursement or imposition of a charge on the owner or the lot, the written notice must also contain (1) a description of the property damage and (2) the amount of the Association's claim against the owner or the lot.

5.4.3 *Notice to Resident.* In addition to giving the written violation notice to the owner of a lot, the Board may also give a copy of the notice to any non-owner resident of the lot, if the Board deems it appropriate.

5.4.4 *Receipt of Notice.* Unless state law provides otherwise, any notice given to an owner pursuant to this Article 5 will be deemed received by the owner (1) on personal delivery to the owner or to a person at the owner's address, or (2) on the third business day after the notice is deposited with the U.S. Postal Service, addressed to the owner at the most recent address shown on the Association's records, whether or not the owner actually receives the notice. If the Association's records show that a lot is owned by 2 or more persons,

notice to one co-owner is deemed notice to all co-owners. Similarly, notice to one resident is deemed notice to all residents.

## 5.5 HEARING

- 5.5.1. *Request for Hearing.* To request a hearing, an owner must submit a written request to the Board within 30 days after receiving the Association's written notice. Within 10 days after receiving the owner's request for a hearing, and at least 10 days before the hearing date, the Association will give the owner notice of the date, time, and place of the hearing. If the Association or the owner requests a postponement of the hearing, the hearing will be postponed for up to 10 days. Additional postponements may be granted only by agreement of the parties.
- 5.5.2 *Pending Hearing.* Pending the hearing, the Board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the action described in the Association's written notice.
- 5.5.3 *Attendance.* The hearing may be held with or without the presence of the owner or the owner's representative.
- 5.5.4 *Hearing.* The hearing may be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication.
- 5.5.5 *Minutes of Hearing.* The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine or charge, if any, imposed, or abatement or suspension action, if any, authorized. A copy of the written notice and request for hearing should be placed in the minutes of the hearing. If the owner appears at the hearing, the notice requirement will be deemed satisfied.

5.6 ACTIONS EXEMPT FROM NOTICE AND HEARING REQUIREMENTS. Every action other than the one requiring notice and hearing as specified in this Article 5 is exempt from the notice and hearing requirements of this Article. As permitted by applicable law, such as Section 209.007 of Texas Property Code, the following actions may be taken without notice and a hearing:

- a. A lawsuit in which the Association seeks a temporary restraining order or temporary injunctive relief.

- b. A lawsuit filed by the Association that includes foreclosure as a cause of action.
- c. The collection of delinquent assessments.

5.7 IMPOSITION OF FINE. Within 30 days after levying a fine or authorizing an abatement, the Board must give the owner notice of the levied fine or abatement action. If the fine or action is announced at a hearing at which the owner is actually present, the notice requirement will be deemed satisfied. Otherwise, the notice must be in writing.

5.7.1 *Amount.* The Board will set fine amounts and are listed in Appendix B.

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

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

5.8 ADDITIONAL ENFORCEMENT RIGHTS. Notwithstanding the notice and hearing requirement, the Board may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Documents which, in the Board's opinion, are (1) threatening to life or property; or (2) repeat violations of the same provision by the same owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Documents for certain violations, such as nonpayment of assessments.

## ARTICLE 6 – OBLIGATIONS OF THE OWNERS

6.1 NOTICE OF SALE. Any owner intending to sell or convey a lot in the Property or any interest therein must give written notice to the Board of his intention, together with (1) the address or legal description of the lot being conveyed, (2) the name and address of the intended purchaser, (3) the name, address and phone number of the title company or attorney designated to close the transaction, (4) names and phone numbers of real estate agents, if any, representing seller and purchaser, and (5) the scheduled date of closing. An owner will furnish



this information to the Board at least 10 business days before the scheduled date of closing or conveyance. The requirements of this Section may be satisfied by giving the Association a copy of an accepted resale contract in connection with the owner's request to the Association for a resale certificate as specified in Section 7.2 below.

6.2 PROOF OF OWNERSHIP. Except for those owners who initially purchase a lot from declarant, a purchaser of a lot in the Property must furnish to the Board evidence of ownership in the lot, which will remain in the files of the Association. A copy of the recorded deed is the customary evidence. The Association may refuse to recognize a person as a member of the Association entitled to vote unless this requirement is first met; provided, however, that a failure to comply with this Section 6.2 will not alleviate the owner's obligation to comply with these bylaws and the Documents. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the lot or any interest therein.

6.3 OWNERS' INFORMATION. Within 30 days after acquiring an ownership interest in a lot in the Property, the owner must provide the Association with the owner's mailing address, telephone number and email address, if any. An owner should notify the Association after a change in any information required by this Section, and must provide the information on request by the Association from time to time.

6.4 MAILING ADDRESS. The owner or the several co-owners of a lot in the Property must register and maintain one mailing address to be used by the Association for mailing of notices, demands and all other communications. If an owner fails to maintain a current mailing address with the Association, the address of the owner's lot is deemed to be his mailing address.

6.5 ASSESSMENTS. All owners of lots in the Property are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the declaration. A member is deemed to be in good standing if he is current in the assessments made or levied against him and his lot.

6.6 COMPLIANCE WITH DOCUMENTS. All owners of lots in the Property will comply with the provisions and terms of these bylaws and the Documents, and any amendments thereto. Further, each owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

## ARTICLE 7 – ASSOCIATION RECORDS

7.1 INSPECTION OF BOOKS AND RECORDS. Books and records of the Association will be made available for inspection and copying pursuant to applicable law.

7.1.1 *Proper Purpose.* The Board may require a member to submit a written demand for inspection, stating the purpose for which the member will inspect the books and records. The Board has the following rights: (1) to determine whether the member's purpose for inspection is proper; (2) to deny the request if the Board determines that the member's purpose is not proper; (3) if granting the request, to identify which books and records are relevant to the member's stated purpose for inspection.

7.1.2 *Copies.* A member, at his own expense, may obtain photocopies of books and records for which the Board grants the right of inspection. The Board has the right to retain possession of the original books and records, to make copies requested by the member and to charge the member a reasonable fee for copying.

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

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

7.2 RESALE CERTIFICATES. Any officer may prepare, or cause to be prepared, resale certificates pursuant to applicable law, such as Chapter 207 of the Texas Property Code, titled Disclosure of Information by Property Owners Association. The Association may charge a reasonable fee for preparing such certificates, and may refuse to furnish such certificates until the fee is paid. Any unpaid fees may be assessed against the lot for which the certificate is furnished. The Association may delegate the responsibility for a resale certificate to its managing agent, if any.

7.3 MANAGEMENT CERTIFICATE. As required by applicable law, such as Section 209.004 of the Texas Property Code, the Association will maintain a current management certificate in the county's public records. When the Association has notice of a change in any information in the recorded certificate, the Association will prepare a restated or amended certificate and deliver it to the

county clerk for filing. Absent gross negligence, the Association is not liable for a delay or failure to record a certificate. The Association may delegate the responsibility for a management certificate to its managing agent, if any.

## **ARTICLE 8 – NOTICES**

8.1 **CO-OWNERS.** If a lot in the Property is owned by more than one person, notice to one co-owner is deemed notice to all co-owners.

8.2 **DELIVERY OF NOTICES.** Any written notice required or permitted by these bylaws may be given personally, by mail, by fax, or by any other method permitted by applicable law. Unless state law provides otherwise, any notice given will be deemed delivered (1) on personal delivery to the owner of the lot, or (2) on the third business day after the notice is deposited with the U.S. Postal Service, addressed to the owner at the most recent address shown on the Association's records, whether or not the owner actually receives the notice. If transmitted by fax, the notice is deemed delivered on successful transmission of the facsimile.

8.3 **WAIVER OF NOTICE.** Whenever a notice is required to be given to an owner, member, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by a member or director of the Association at any meeting of the Association or Board, respectively, constitutes a waiver of notice by the member or director of the time, place, and purpose of the meeting. If all members or directors are present at any meeting of the Association or Board, respectively, no notice is required and any business may be transacted at the meeting.

## **ARTICLE 9 – AMENDMENTS TO BYLAWS**

9.1 **AUTHORITY.** These bylaws may not be amended by the Board without approval by the members in accordance with the provisions set forth in this Article 9.

9.2 **PROPOSALS.** The Association will provide an owner of each lot in the Property with a description, if not exact wording, of any proposed amendment. The description will be included in the notice of any annual or special meeting of the Association at which the proposed amendment is to be considered.

9.3 **CONSENTS.** Subject to the following limitation, an amendment of these bylaws must be approved by members representing at least a majority of the votes present (in person or by proxy) at a properly called meeting of the Association for which a quorum is obtained. In other words, if a quorum is present (in person or by

proxy) at a meeting, the owners of a majority of the lots represented at the meeting (in person or by proxy), even if less than a majority of the total lots in the Property, may approve an amendment to these bylaws; Provided, however, that this Section 9.3 may not be amended without the approval of owners representing at least a majority of the total lots in the Property.

9.4 EFFECTIVE. To be effective, an amendment must be in the form of a written instrument that (1) references the name of the Property, the name of the Association, and the recording data of these bylaws and any amendments hereto; (2) is signed and acknowledged by at least one officer of the Association, certifying the requisite approval of members; and (3) is recorded in the real property records of every county in which the Property is located. The Association will deliver via mail or email a copy of each amendment to an owner of each lot at least 10 days before the amendment's effective date. An amendment may be effective immediately if adopted at a meeting at which the owners of at least two-thirds of the lots in the Property are represented.

## **ARTICLE 10 – GENERAL PROVISIONS**

10.1 COMPENSATION. Neither a director, officer, or member or the Association nor a resident of a lot in the Property, is entitled to receive any pecuniary profit from the operation of the Association; no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of, a director, officer, or member or the Association or a resident of a lot in the Property. Notwithstanding the foregoing:

- a. A director, officer, or member or the Association, or a resident of a lot in the Property, may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board;
- b. The Board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities; and
- c. This provision does not apply to distributions to lot owners permitted or required by the declaration.

10.2 DRAFTER'S DICTUM: Users of these bylaws should periodically review statutes and court rulings which may modify or nullify provisions of these bylaws or their enforcement, or which may create rights or duties not anticipated by these bylaws.

10.3 CONFLICTING PROVISIONS. If any provision of these bylaws conflicts with any provision of the laws of the State of Texas, the conflicting provision will be stricken to the least extent necessary to comply with said laws, but all other provisions of these bylaws will remain in full force and effect. In the case of any conflict between the articles of incorporation of the Association and these bylaws, the articles of incorporation will control. In the case of any conflict between the declaration and these bylaws, the declaration will control.

10.4 SEVERABILITY. Whenever possible, each provision of these bylaws will be interpreted in a manner as to be effective and valid. Invalidity of any provision of these bylaws, by judgment or court order, does not affect any other provision, which remains in full force and effect.

10.5 CONSTRUCTION. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

10.6 FISCAL YEAR. The fiscal year of the Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.

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

**APPENDIX A**  
**DECLARATION OF RESTRICTIONS, COVENANT, AND CONDITIONS**  
**OF PLAINVIEW MANOR ESTATES**

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T&T Crutney  
#70<sup>00</sup>

INST. # 1416899

ORIGINAL FILED

FILED FOR RECORD  
CINDY POLLEY  
ELLIS COUNTY CLERK

DECLARATION OF RESTRICTIONS, COVENANTS,  
AND CONDITIONS OF PLAINVIEW MANOR ESTATES

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF ELLIS }

This Declaration is made this the 15<sup>th</sup> day of April, 2014, by  
PLAINVIEW MANOR ESTATES, L.P., its successors and/or assigns, hereinafter called  
"Developer." In case of Developer's inability to function, the other principals of PLAINVIEW  
MANOR ESTATES, L.P. will take its place. For the purposes of this Declaration of Restrictions,  
Covenants, and Conditions, "Developer" will also refer to "Developer's Designated  
Representative, Agent, or Management Company."

ARTICLE I

Construction of Improvements and Use of Lots

Section 1. Special Construction Requirements: All homes under construction must have temporary portable potty on the site prior to framing. All sites must be graded prior to foundation with pads and drainages set to protect adjacent property owners. Another grading shall occur after the foundation is poured, back filling all ditches, and establishing drainage. Trash must be contained in piles circled by 3/8" material in 4 X 8 sheets.

Section 2. Residential Use: All lots shall be used for single family residential purposes only. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than the one (1) single-family residence per lot, guest house and a private garage, as provided below.

Section 3. Single-Family Use: Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption, or marriage, or not more than two (2) unrelated persons living together as a single housekeeping unit, together with any household servants.

Section 4. Garages: The garage door of any house or residence within PLAINVIEW MANOR ESTATES must open on the side or at the rear of the house or as otherwise approved by the Developer. Each residence must have a minimum of a two (2) car garage. On corner lots, no side entry garage may open to the side street.

Section 5. Restriction on Re-subdividing: None of the lots shall be subdivided into smaller lots.

Section 6. Driveways: Driveways shall be surfaced with concrete. Driveways are subject to approval in writing by the Developer.

Section 7. Sewage: All lots shall have sewage systems that meet EPA standards.

Section 8. Propane Tanks: All propane tanks must be below ground.

Section 9. Swimming Pools: No above ground swimming pools will be permitted.

Section 10. Uses Specifically Prohibited:

- (a) No temporary dwelling(s), shop(s), trailer(s), storage building(s), or greenhouse(s), and gazebo(s), and small building(s) for the storage of lawn equipment, may be placed on a lot except within the backyard in an area fenced and private; these structures cannot be placed anywhere on the side yards. No building materials of any kind shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected. Such buildings must maintain similar architecture to the main residence and be approved by the Developer prior to the placement.
- (b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, or similar vehicle, or equipment may be parked in the driveway or front yard of any dwelling, or parked on any public street in the Addition, nor shall any such vehicle or equipment be parked for storage in the side yards of any residence. Such equipment or vehicles may be stored in the rear yard, within a fence, and concealed from all neighbors' view (except a view over an eight foot (8') wall). Developer's approval is required before the placement of any of this equipment. Provisions must be made for concealment of oversized and overly tall equipment. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for construction, maintenance, or repair of a residence in the immediate vicinity.
- (c) Trucks with tonnage in excess of one (1) ton shall not be permitted or parked overnight within the Addition, except within enclosed structure, or those used by a builder during the construction of improvements.
- (d) No vehicle of any size which transports flammable to explosive charge may be kept in the Addition at any time, except for the delivery of allowed substances.
- (e) No structure of a temporary character, such as a trailer, tent, shack, barn, or other out-building shall be used on any property at any time as a dwelling house; however, any



builder, with the prior written approval of the Developer, may maintain and occupy a model home, sales offices, and construction trailer during the construction period.

- (f) No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any part of the Addition. No derrick or other structure designed for use in quarrying, or boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted within the Addition.
- (g) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property in the Addition, except for household pets which provide companionship for the private family. Animals are not to be raised, bred, or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises bees, hogs, goats, guinea fowl, ducks, chickens, turkeys, skunks, or any other animals that may interfere with the quietude, health, or safety of the community. No more than one (1) cow, horse, or sheep per acre will be permitted on each lot and same shall be kept in a fenced area. No more than a total of four (4) additional pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris.
- (h) No lot or other area in the Addition shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers in appropriate locations which may be specified by the Developer, and, unless otherwise expressly permitted by the Developer, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive, or adjacent lot. The storage of such material shall be kept clean and may be stored on lots during construction so long as construction progresses without undue delay.
- (i) No garage, trailer house, or other out-building (except for sales offices and construction trailers during the construction period which have been approved by the Developer in writing) shall be occupied by any owner, tenant, or other person prior to the erection of a residence.
- (j) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must (to the extent reasonable) be

visually screened from the street and adjoining lots and must be located in areas not visible from the street and adjoining lots and must be located in areas acceptable to the Developer.

- (k) Except with the written permission of the Developer, no antennas shall be permitted in this Addition except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure, except for small satellite dishes. No use shall be made of any lot or structure thereon for any type of radio or television or similar broadcasting systems.
- (l) No lot or improvement shall be used for business, professional, commercial, or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in the subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Addition is sold if such builder has received the prior written approval for such use from the Developer. Nothing in this paragraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.
- (m) Within the easements on each lot, no structures, planting, or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities which may change the direction of flow within drainage channels, or which may obstruct or retard the flow of water through drainage channels.
- (n) No signs of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale, or professional signs not exceeding nine (9) square feet used by a builder to advertise the property during the construction and sales period, or the small signs that the school gives out for their athletes to put out in the yard. Developer shall have the right to remove any sign, billboard, or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subjected to any liability for trespass, or any other liability in connection with such removal. All signs are subject to the approval of the Developer, and may be required by the Developer to

be removed, in the sole judgment of the Developer if same are found to be inconsistent with the high standards of the Addition.

(o) The drying of clothes in public view is prohibited.

(p) No abandoned, derelict, or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.

Section 11. Minimum Floor Area: The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios, and detached accessory buildings, shall not be less than two thousand, four hundred (2,400) square feet.

Section 12. Building Materials, Exterior Items, and Surfaces: The total exterior wall area, except windows and doors, of each building constructed on a lot shall not be less than eighty percent (80%) brick, brick veneer, stone, stone veneer, or other material approved by the Developer. The front external wall area of the first floor, except windows and doors, of such building shall not be less than one hundred percent (100%) of such materials, unless otherwise approved by the Developer. In calculating the area required to be constructed of the foregoing materials on the side and rear exterior walls, but not the front exterior walls, of such buildings, the areas covered by the following shall be excluded from such calculation: gables, or other areas above the height of the top of standard height first-floor windows.

No plywood shall be used on any exterior wall, unless approved by the Developer. Roofing shall be composed of three hundred pound (300#) or better composition shingles, metal seamed, man-made slate, concrete flat tile, or other materials shall be permitted when approved by the Developer. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mail boxes, exterior paint or stain, shall be subject to the proper approval of the Developer, both as to design, materials, and location.

Section 13. Fences and Walls: Any fence or wall must be constructed of masonry, steel, brick, stone, iron work, wood, or other material approved by the Developer. Retaining walls must be constructed entirely out of materials approved by the Developer. No fences in the front of the home will be permitted. Fences or walls erected by Developer shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner. No portion of any fence shall extend more than eight (8) feet in height, except for entry walls constructed by Developer.

Section 14. Mailboxes: Mailboxes must meet County and City standards.

Section 15. Commencement of Construction: Each residence constructed on each lot and any other improvements thereto shall be commenced and completed with due diligence promptly after approval of the Developer of the plans and specifications prepared in connection with such construction. No time limit is imposed upon the start of construction, but once construction begins, improvements must be completed within one and one-half (1 ½) years.

Section 16. Utilities: Except as to special street lighting or other aerial facilities which may be required by the City, or which may be required by the franchise of any utility company, or which may be installed by the Developer pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers, and other surface installations necessary to maintain, or operate appropriate underground facilities) shall be erected or installed in the Addition whether upon individual lots, easements, streets, or right-of-way of any type, whether by the utility company or any other person or entity, including, but not limited to any person owning or acquiring any part of the Addition, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity, and telephone) shall be buried underground unless otherwise required by public utility.

Section 17. Special Requirements: A final grading will be required which shows a positive drainage and responsible water flow away from the main structure and adjoining homes. Each lot owner will be responsible for insuring their drainage is channeled to the street or normal drainage areas. Roof pitches will be a minimum of eight twelfths (8/12) or greater over the main span in front roof spans, and the rear pitch on a one and one half (1 ½) story or rear porches can be reduced to four twelfths (4/12) or greater. The primary first floor plated height shall be nine (9) feet or taller for sixty-six percent (66%) or two-thirds (2/3) of area.

## ARTICLE II Architectural Control

Section 1. Appointment: The Developer may choose to designate and appoint an Architectural Control Committee (hereinafter called the "Committee") composed of two (2) individuals, each generally familiar with the residential and community development design matters and knowledgeable about standards within the Addition. The committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony, and conformity throughout the Addition consistent with this declaration.

Section 2. Successors: In the event of the death, resignation, or removal by Developer of any member of the Committee, Developer shall have full authority to designate and appoint a successor. No member of the committee shall be entitled to be compensated for, or be liable for claims, causes of action, or damages arising out of services performed pursuant to this declaration.

Section 3. Authority: No building, fence, wall, or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of such items be made until all plans and specifications and a plot plan have been submitted to, and approved, in writing by the Developer.

Section 4. Procedure for Approval: Final plans and specifications shall be submitted in duplicate to the Developer. The plans and specifications shall show the nature, kind, shape, height, materials, and location of improvements. The documents shall specify any requested variance for the setback lines, garage location, or any other requirements set forth in this declaration. The Developer is authorized to request the submission of samples of proposed construction materials. As such items as the plans and specifications meet the approval of the Developer, one (1) completed set of plans and specifications will be retained by the Developer and the other completed set of plans shall be marked "Approved," and returned to the lot owner or their designated representative.

Section 5. Standards: The Developer shall have sole discretion with respect to taste, design, and all standards specified herein.

Section 6. Termination/Continuation: The Committee appointed by Developer shall exist until Developer chooses to terminate same.

Every lot owner (including builders) will automatically be a member of the Homeowner's Association, hereinafter referred to as "H.O.A.". Dues will be assessed at closing. Lot owners not paying dues will lose all rights, votes, and will be acted against to collect dues. The Developer will appoint the H.O.A. Officers until it chooses to allow lot owners to vote for Officers. The H.O.A. will then function in place of Developer as it deems fit.

### ARTICLE III General Provisions

Section 1. Easements: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance, and ownership of utility service lines from the property lines to the residences. Developer reserves the right to make changes in, and additions to, the installing of improvements. By acceptance of a deed to any lot, the owner then covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 2. Recorded Plat: All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed, or conveyance executed, or to be executed, by Developer conveying lots in the Addition, whether specifically referred to therein or not.

Section 3. Lot Maintenance: The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner, and shall edge the street curbs that run along the property line.

Section 4. Maintenance of Improvements: Each lot owner shall maintain the exterior of all buildings, fences, walls, and other improvements on his, her, their lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces, and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas, or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 5. Term: These covenants, reservations, and restrictions shall be binding on all parties and all persons and parties claiming under them, unless an instrument signed by fifty-one percent (51%) of the then owners of the lots has been recorded, agreeing to change said Restrictions, Reservations, and Covenants in whole or in part. No verbal agreements shall be honored that change these restrictions. The Homeowner's Association, or its Officers, may clarify restrictions, or add other rules as they deem necessary; but, they cannot change basic restrictions without approval of fifty-one percent (51%) of the then lot owners.

Section 6. Yards: Grass, weeds, and vegetation on each lot in this Addition must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to maintain a lot, the Developer may, at its option, have the grass, weeds, and vegetation cut, when and as often necessary in its judgment, and the owners of the property shall be obligated to reimburse the Developer for the cost of such work.

Section 7. EPA Rules and Regulations: Upon the purchase of a lot, all EPA rules and regulations are hereby transferred with the sale of the lot to the new owner, and it is the owner's responsibility to follow all requirements of the EPA.

Section 8. Variances: Developer has the sole right to grant variances.

Section 9. Common Areas: No motorized vehicles of any type are allowed in common areas.

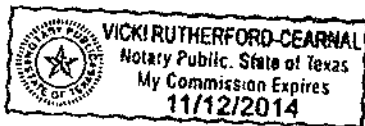
Executed this the 15<sup>th</sup> day of April, 2013.

PLAINVIEW MANOR ESTATES, L.P., by  
GLASS EQUITIES, L.L.C., General Partner  
By Robert V. Glass  
Robert V. Glass, President

THE STATE OF TEXAS }

COUNTY OF ELLIS }

This instrument was acknowledged before me on this the 15<sup>th</sup> day of April, 2014,  
by Robert V. Glass, President, of Glass Equities, L.L.C., a Texas limited liability company, as  
General Partner of Plainview Manor Estates, L.P., a Texas limited partnership, on behalf of said  
entity and in the capacity therein stated.



Vicki Rutherford-Cearnal  
Notary Public, State of Texas

**EXHIBIT A**

[Legal Description of Property]

Page 10

*Interiorly Planned*



**EXHIBIT "A"**

BEING all that certain lot, tract, or parcel of land situated in the COLEMAN F. JENKINS SURVEY, ABSTRACT NO. 591, and being a residual of a called 78 acre First Tract as conveyed to Emma Duvall in deed as recorded in Volume 390, Page 409 of the Deed Records of Ellis County, Texas ( DRECT ), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod found in the south line of the aforesaid Duvall residual tract and the recognized south line of said Jenkins Survey Line, said point also being in the east line of Lot 25 of Sergeant Place, an addition as recorded in Cabinet D, Side 179 of the Plat Records of Ellis County, Texas ( PRECT ), said point also being the northwest corner of Lot 1 of the DUVALL PLACE ADDITION, as recorded in Cabinet I, Slide 42, PRECT, (with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, and having a beginning co-ordinate of: Northing = 6847966.72, Easting = 2442269.57, and a Scale Factor of: 0.999960) ;

THENCE N 00°02'30" E, 48.28 feet along a west line of this tract and along the east line of said Lot 25 of Sergeant Place to a 1/2" steel rod found for the an interior corner of this tract, said point also being the northeast corner of said Lot 25;

THENCE S 88°19'43" W, 867.16 feet along the south line of this tract and along the north line of said Sergeant Place to a 1/2" steel rod found for the southwest corner of this tract, said point also being the north corner of Lot 7, and also being in the east line of the WHISPERING HILLS ADDITION, as recorded in Cabinet C, Slides 676-677 of the PRECT;

THENCE N 00°14'17" E, 598.95 feet along the west line of this tract and same for the aforesaid Duvall tract, and along the east line of said WHISPERING HILLS addition, to a 3/ 8" steel rod found for the northeast corner of Lot 33, said point also being the southeast corner of a called 21.644 acres tract as recorded in Volume 1880, Page 2358 of the Official Public Records of Ellis County, Texas ( OPRECT );

THENCE N 00°24'16" E, 1249.98 feet along the west line of this tract and same for the aforesaid Duvall tract, and along the east line of said 21.644 acre tract, to a 1/2" steel rod found for the northwest corner of this tract and being the same for the aforesaid Duvall tract, said point also being the northeast corner of a called 18.816 acres tract as recorded in Volume 1550, Page 685 OPRECT, said point also being the southwest corner of a called 27.52 acres tract as recorded in Volume 2209, Page 257 OPRECT;

THENCE N 88°49'42" E, 1887.20 feet along this north line of this tract and same for the aforesaid Duvall tract, and along the north line of the said JENKINS SURVEY LINE and along the south line of said 27.52 acres tract to a 1/2" steel rod set for the northeast corner of this tract, and same for the aforesaid Duvall tract, said point also being in the projected centerline of Plainview Road, and also being the northwest corner of a called 160 acres Kathleen Neal Family Trust, as recorded in Volume 1413, Page 791 OPRECT;

THENCE S 00°52'53" W, 309.47 feet along an east line of this tract and same for the aforesaid Duvall tract and along the west line of said 160 acres tract, and along the centerline of Plainview Road to a railroad spike found for corner, said point also being the northeast corner of a called LOT 1, BLOCK A of the Pat & Gertrude Duvall Homestead, an addition as recorded in Cabinet I, Side 62 of the Plat Records of Ellis County, Texas ( PRECT );

THENCE N 89°50'52" W, 402.65 feet along a south line of this tract and along the north line of said LOT 1 to a 1/2" steel rod set for an interior corner of this tract, and also being the northwest corner of said LOT 1;

THENCE S 00°02'52" W, 151.52 feet along an east line of this tract and along the west line of said LOT 1 to a 1/2" steel rod set for an interior corner of this tract, said point also being the southwest corner of said LOT 1;

THENCE N 89°56'09" E, 400.25 feet along a north line of this tract and along the south line of said LOT 1 to a railroad spike found for corner in Plainview Road, and also being in the east line of the aforesaid Duvall

**EXHIBIT "A"**  
(continued)

tract, and also being in the west line of said 160 acres tract;

THENCE S 00°41'34" W, 149.92 feet along an east line of this tract and same for said Duvall tract, and along the west line of said 160 acres tract, and along the centerline of Plainview Road to a point for corner, said point also being the northeast corner of a called 1.509 acre tract of land as conveyed in Volume 1525, Page 765 OPRECT;

THENCE N 89°07'00" W, along a south line of this tract and same for said Duvall tract, at 31.04 feet pass a 1/2" steel rod found in the west line of Plainview Road, in all 315.61 feet to a 1/2" steel rod set for an interior corner of this tract, and also being the northwest corner of said 1.509 acres tract;

THENCE S 00°53'00" W, 208.71 feet along an east line of this tract and along the west line of said 1.509 acres tract to a 1/2" steel rod set for an interior corner of this tract, said point also being the southwest corner of said 1.509 acres tract;

THENCE S 89°07'00" E, along a north line of this tract and along the south line of said 1.509 acres tract, at 286.31 feet pass a 1/2" steel rod set in the west line of Plainview Road, in all 316.31 feet to a point for corner, said point being in the east line of this tract, and also in the east line of said Duvall tract, and said point also being the southeast corner of said 1.509 acres tract;

THENCE S 00°41'34" W, 857.51' along an east line of this tract and along the same for said Duvall tract, and along the west line of said 160 acres tract, and also along the centerline of said Plainview Road, to a point for the southeast corner of this tract, said point also being the northeast corner of a called 1.000 acre tract as recorded in Volume 2204, Page 924 OPRECT;

THENCE N 89°18'26" W, 208.68 feet along a south line of this tract and along the north line of said 1.000 acre tract to a 1/2" steel rod set for an interior corner of this tract, said point also being the northwest corner of said 1.000 acre tract;

THENCE S 00°41'34" W, 208.70 feet along an east line of this tract and along a west line of said 1.000 acre tract to a 1/2" steel pipe found for a southeast corner of this tract, said point also being in the south line of said Duvall tract, and being the southwest corner of said 1.000 acre tract, and also being in the north line of said Lot 1 of Duvall Place Addition;

THENCE S 87°55'53" W, 798.71 feet along the south line of this tract and along the same for the aforesaid Duvall tract, and along the north line of said Lot 1 of said Duvall Place Addition to the POINT OF BEGINNING, and containing approximately 76.607 acres of land.

## **APPENDIX B**

### **FINES AND FEES TO BE LEVIED**

The fines and fees to be levied include, but are not limited to, delinquency of association dues (30 days past due), special assessments (30 days past due), and any violations of any Declaration of Restrictions, Covenants, and Conditions of Plainview Manor Estates (30 days notice) (e.g. Article I, Section 13; Article III, Section 1; Section 3, Section 6, etc.).

There are two types of violations: periodicity and occurrence based.

Fines and fees will be levied after the warning notification of 30 days has expired. Exception include, but are not limited to, the case of lot, lawn, and easement violations, which will be afforded a 15 day notification, and will then continue to be assessed daily and/or weekly until paid in full and/or until compliance is achieved.

Fines and fees may be periodically adjusted by the Board, not to exceed a maximum of \$250, and become effective 30 days after notification has been made to the owners.

First levy - \$50

Second levy - \$150

Third and successive levies - \$150 (this may change to \$250 if the Board sees fit)

**SECRETARY'S CERTIFICATE**

The undersigned Plainview Manor Estates HOA Board Secretary hereby certifies that the foregoing Bylaws were adopted by the Association's Board of Directors on the date set forth below.

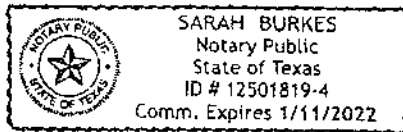
Executed on this 3 day of August, 2018

Ashley B. Lightfoot  
Plainview Manor Estates HOA Board Secretary Ashley B. Lightfoot

**STATE OF TEXAS  
ELLIS COUNTY**

This instrument was acknowledged before me on this 3 day of August, 2018, by Plainview Manor Estates HOA Board Secretary, Ashley B. Lightfoot, and proved to me by satisfactory evidence to be the person whose name is subscribed above, and acknowledged to me that she executed the forgoing instrument for the purposes and in the capacity stated therein.

WITNESS my hand and official seal.



Sarah Burkes  
Notary Public, State of Texas, Ellis County

Commission Expiration: 1/11/22

FILED FOR RECORD - ELLIS COUNTY, TX  
NOTING 4828319  
ON AUG 09 2016 AT 01:25:00 PM

Any provision herein which respects the sale, rental, or use of the described real property being sold, leased, or rented is hereby acknowledged under the laws of the STATE OF TEXAS, County of ELLIS. I hereby certify this instrument was filed on the date and time stamped herein and was duly recorded in the volume and page of the OFFICIAL PUBLIC RECORDS of Ellis County Texas and stamped hereon.



*Cindy DeLong*  
COUNTY CLERK ELLIS COUNTY, TEXAS

AFTER RECORDING RETURN TO:

Jason M. Bailey

CAGLE PUGH

4301 Westbank Drive, Suite A-150

Austin, Texas 78746



COPY

**FIRST AMENDMENT TO THE BYLAWS OF  
PLAINVIEW MANOR ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

Cross reference to that certain Declaration of Restrictions, Covenants, and Conditions of Plainview Manor Estates, recorded as Document No. 1416899 in the in the Official Public Records of Ellis County, Texas, as amended by that certain First Amendment to Declaration of Restrictions, Covenants, and Conditions of Plainview Manor Estates, recorded as Document No. 1614625 in the Official Public Records of Ellis County, Texas, together with any and all amendments or supplements thereto, as supplemented by that certain Plainview Manor Estates Homeowners Association Bylaws, recorded as Document No. 1822319 in the Official Public Records of Ellis County, Texas.

**FIRST AMENDMENT TO THE BYLAWS OF PLAINVIEW MANOR ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

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

WHEREAS, that certain real property known as Plainview Manor Estates, an addition in the Coleman F. Jenkins Survey, Abstract No. 591, a subdivision in Ellis County, Texas, according to that certain map or plat thereof recorded as Document No. 1328881 in the Official Public Records of Ellis County, Texas, as amended by that certain amended map or plat thereof recorded as Document No. 1519085 in the Official Public Records of Ellis County, Texas (the "**Property**") is subject to and governed by that certain Declaration of Restrictions, Covenants, and Conditions of Plainview Manor Estates, recorded as Document No. 1416899 in the Official Public Records of Ellis County, Texas, as amended by that certain First Amendment to Declaration of Restrictions, Covenants, and Conditions of Plainview Manor Estates, recorded at Document No. 1614625 of the Official Public Records of Ellis County, Texas, and any amendment thereto (collectively, the "**Declaration**").

WHEREAS, the Declaration creates a Homeowners Association which has been established as the Plainview Manor Estates Homeowners Association, Inc. (the "**Association**") to manage certain obligations related to the subdivision. The Association is governed in part by those certain Plainview Manor Estates Homeowners Association Bylaws, recorded as Document No. 1822319 in the Official Public Records of Ellis County, Texas (the "**Bylaws**").

WHEREAS, Article 9, Section of the Bylaws provides that for the Bylaws to be amended, the Board of Directors must gain the approval of the members by a vote of a majority of a quorum of Members present, in person or by proxy, at a properly called meeting of the Association.

WHEREAS, Article 9, Section 9.4 provides that "To be effective, and amendment must be in the form of a written instrument that (1) references the name of the Property, the name of the Association, and the recording data of these bylaws and any amendments hereto; (2) is signed and acknowledged by at least one officer of the Association, certifying the requisite approval of members; and (3) is recorded in the real property records of every county in which the Property is located. The Association will deliver via mail or email a copy of each amendment to an owner of each lot at least 10 days before the amendment's effective date. An amendment may be effective immediately if adopted at a meeting at which the owners of at least two-thirds of the lots in the Property are represented.

WHEREAS, the Board of Directors desires to amend the Bylaws.

**NOW THEREFORE**, the Bylaws are hereby amended as follows:



1. Article 2, Section 2.1 is hereby rescinded in full and replaced by the following:

2.1 NUMBER AND TERM OF OFFICE. The Association's Board of Directors ("Board") will consist of three (3) persons. Upon election, each director will serve a term of two (2) years. To maintain staggered terms, two (2) directors will be elected in even-numbered years and one (1) director will be elected in odd-numbered years. A director takes office on January 1 after the meeting or balloting at which they are elected, and, absent death, ineligibility, resignation or removal, will hold office until a successor is elected or appointed. The number of directors may be changed by amendment of these bylaws but may not be less than three (3). To establish staggered terms, at the first election, the two (2) candidates receiving the most votes will serve initial terms of two (2) years, and the one (1) candidate receiving the next-highest votes will serve initial terms of one (1) year. Thereafter, their successors will serve two (2) year terms.

2. Article 2, Section 2.6.2 is hereby rescinded in full and replaced by the following:

2.6.2 Regular Meetings of the Board. Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least one (1) such meeting must be held semiannually. Notice of regular meetings of the Board will be announced to members either personally, by telephone, written or electronic communication, by signage, or through the Association's website, at least ten (10) days prior to the meeting.

3. Article 2, Section 2.6.3 is hereby rescinded in full and replaced by the following:

2.6.3 Special Meetings of the Board. Special meetings of the Board may be called by the president, or, if he is absent or refuses to act, by the vice president, or secretary/treasurer, or by any two directors. At least ten (10) days' notice will be given to each director either personally, by telephone, written or electronic communication, or through the Association's website. Notice must state the place, time, and purpose of the meeting.

4. Article 3, Section 3.4.3 and Section 3.4.4 are hereby amended to mandate that the offices of Secretary and Treasurer are to be held by a single individual.
5. Article 3, Section 3.4.5 entitled "Large Board Member" is hereby rescinded in full and replacement provisions are intentionally not provided.



6. Article 4, Section 4.1 is hereby rescinded in full and replaced by the following:

4.1 ANNUAL MEETING. An annual meeting of the Association will be held during the month of April of each year, at which the members of the Association will elect directors in accordance with these bylaws. The members may also transact such other business of the Association as may properly come before them

7. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this instrument, all other terms and provisions of the Bylaws remain in full force and effect as written and are hereby ratified and confirmed.
8. Effective Date. This First Amendment to the Bylaws shall be effective upon its recording in the Official Public Records of Ellis County, Texas, as a copy of this amendment was delivered via mail and/or email to each owner of each lot at least ten (10) days prior to the recording.

*[The remainder of this page intentionally left blank]*

**CERTIFICATE OF SECRETARY**

STATE OF TEXAS

COUNTY OF ELLIS

KNOW ALL MEN BY THESE PRESENTS:

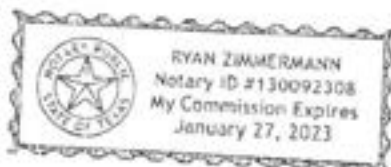
The undersigned, Mary Lou Lloyd, qualified and acting Secretary of Plainview Manor Estates Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), hereby certifies on behalf of the Association that the First Amendment to the Plainview Manor Estates Homeowners Association Bylaws was approved and duly adopted by a majority of a quorum of Members on the 21 day of November 2022.

By: Mary Lou Lloyd  
Secretary

STATE OF TEXAS

COUNTY OF ELLIS

This instrument was acknowledged before me on the 21 day of November, 2022, by Mary Lloyd, Secretary of the Association, on behalf of same.



[Signature]  
Notary Public Signature

FILED FOR RECORD - ELLIS COUNTY, TX  
INST NO. 2243795  
on Nov 21, 2022 at 12:36:00 PM

STATE OF TEXAS

COUNTY OF ELLIS

I hereby certify this instrument was filed on the date  
and time stamped hereon and was duly recorded in  
the records of Ellis County, Texas as stamped hereon.



*Hugo Valdez*

COUNTY CLERK, ELLIS COUNTY, TEXAS

AFTER RECORDING RETURN TO:

Gregory S. Cagle, Esq.  
CAGLE PUGH, LTD. LLP  
4301 Westbank Drive, Suite A-150  
Austin, Texas 78746

12/2  
COPY

AMENDED AND RESTATED COVENANTS, CONDITIONS, AND RESTRICTIONS  
PLAINVIEW MANOR ESTATES

Cross reference to that certain Declaration of Restrictions, Covenants, and Conditions of Plainview Manor Estates, recorded as Document No. 1416899 in the in the Official Public Records of Ellis County, Texas, as amended by that certain First Amendment to Declaration of Restrictions, Covenants, and Conditions of Plainview Manor Estates, recorded as Document No. 1614625 in the Official Public Records of Ellis County, Texas, together with any and all amendments or supplements thereto.

FILED FOR RECORD - ELLIS COUNTY, TEXAS  
INST NO. 2243796 FILING DATE/TIME: Nov 21, 2022 at 12:36:00 PM

**AMENDED AND RESTATED RESTRICTIONS, COVENANTS, AND CONDITIONS,  
OF PLAINVIEW MANOR ESTATES**

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

WHEREAS, that certain real property known as Plainview Manor Estates, an addition in the Coleman F. Jenkins Survey, Abstract No. 591, a subdivision in Ellis County, Texas, according to that certain map or plat thereof recorded as Document No. 1328881 in the Official Public Records of Ellis County, Texas, as amended by that certain amended map or plat thereof recorded as Document No. 1519085 in the Official Public Records of Ellis County, Texas (the "**Property**") is subject to and governed by that certain Declaration of Restrictions, Covenants, and Conditions of Plainview Manor Estates, recorded as Document No. 1416899 in the Official Public Records of Ellis County, Texas, as amended by that certain First Amendment to Declaration of Restrictions, Covenants, and Conditions of Plainview Manor Estates, recorded at Document No. 1614625 of the Official Public Records of Ellis County, Texas (collectively, the "**Original Declaration**").

WHEREAS, the Original Declaration forms a Homeowners Association, which has been established as the Plainview Manor Estates Homeowners Association, Inc. (the "**Association**" or "**HOA**") as the Homeowners Association and makes the owners of the Property mandatory members of such homeowners association;

WHEREAS, members of, Inc. desire to amend and restate the Original Declaration governing the Property;

WHEREAS, Article III, Section 5 of the Declaration provides that the declaration may be amended by an instrument signed by fifty-one percent (51%) of the then owners of the lots being recorded, agreeing to the changes in the Declaration.

WHEREAS, In accordance with the foregoing requirements, members of the Plainview Manor Estates Homeowners Association, Inc. representing at least fifty-one percent (51%) of the total owners of the properties within the Plainview Manor Estates Homeowners Association, Inc. approved this Amended and Restated Declaration of Restrictions, Covenants, and Conditions of Plainview Manor Estates (hereinafter referred to as the "**Restated Declaration**"), and placed their signatures upon same.

NOW THEREFORE, it is hereby declared that:

1. The Original Declaration is hereby amended in its entirety and entirely replaced by this Restated Declaration, and such Original Declaration shall have no further force or effect upon the Property; and
2. All of the Property shall hereafter be held, sold, conveyed and occupied subject to the easements, restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of

high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### Construction of Improvements and Use of Lots

Section 1. Special Construction Requirements: All homes under construction must have temporary portable potty on the site prior to framing. All sites must be graded prior to foundation with pads and drainages set to protect adjacent property owners. Another grading shall occur after the foundation is poured, back filling all ditches, and establishing drainage. Trash must be contained in piles circled by 3/8" material in 4 X 8 sheets.

Section 2. Residential Use: All lots shall be used for single family residential purposes only. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than the one (1) single-family residence per lot, guest house, outbuilding, temporary building, and a private garage, as provided below.

Section 3. Single-family Use: Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption, or marriage, or not more than two (2) unrelated persons living together as a single housekeeping unit, together with any household servants.

Section 4. Garages: The garage door on any house or residence within PLAINVIEW MANOR ESTATES must open on the side or at the rear of the house or as otherwise approved by the HOA. Each residence must have a minimum of a two (2) car garage. On corner lots, no side entry garage may open to the side street.

Section 5. Restriction on Re-subdividing: None of the lots shall be subdivided into smaller lots.

Section 6. Driveways: Driveways shall be surfaced with concrete. Driveways are subject to approval in writing by the HOA.

Section 7. Sewage: All lots shall have sewage systems that meet EPA standards.

Section 8. Water and Other Tanks: The Architectural Control Committee, (the "ACC") as established in Article II, below, has the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for the storage of fuel, water, oil, or liquid petroleum gas, and swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed, or permitted on any Lot. All propane tanks over 100 gallons must be below ground. Small propane tanks under 100 gallons or less may be placed at ground level. All tanks must be screened so as not to be visible from any other part of the Property. No individual water-supply systems are permitted on any Lot, including but not limited to water wells, cesspools, cisterns, or water-collection tanks; however, rain barrels and rain harvesting devices will be permitted subject to the right of the ACC to approve the location, size, type, screening, and the materials used in the construction of, any such rain barrels, rain harvesting devices, and related appurtenances.



Section 9. Swimming Pools: No above ground pools will be permitted.

Section 10. Uses Specifically Prohibited:

- (a) No temporary dwelling(s), shop(s), trailer(s), storage building(s), or greenhouse(s), and gazebo(s), and small building(s) for the storage of lawn equipment, may be placed on a lot except within the backyard in an area fenced and private; these structures cannot be placed anywhere on the side yards. No building materials on any kind shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected. Notwithstanding any provision in this Declaration to the contrary, an Owner shall be permitted, with ACC approval, to erect one (1) permanent outbuilding on the Owner's Lot if (a) the structure, as measured to the perimeter walls, but exclusive of open porches, shall be less than or equal to two thousand (2,000) square feet, (b) the height of the outbuilding shall not exceed the height of the principal dwelling measured from the ground to the roof peak, (c) the roof pitch is maximum of eight twelfths (8/12) or a minimum of four twelfths (4/12) with compound slopes at a minimum two twelfths (2/12) for the lower slope suggested so as to bring the structure down to a human scale at the perimeters, (d) the outbuilding is constructed within an area completely enclosed by a privacy fence (Privacy Fence or Fenced and Private defined as a fence that will visually isolate, conceal, or seclude objects, things, places, or people. i.e. solid wood picket fencing, board-on-board not required to be considered private) of at least six feet in height, (e) the exterior of the outbuilding is constructed of the same or substantially similar materials as the exterior of any residence located on the Lot, or of quality metal construction materials, with more than a one material suggested to promote breaking up the façade', and (f) the outbuilding is constructed within building setback lines, in accordance with applicable building codes of the governmental entity having jurisdiction over the Property, and with all required governmental permits. Additionally, one (1) temporary building with a footprint no greater than 12 feet by 16 feet or 200 square feet may be placed with approval of the ACC, provided all City ordinances and other restrictions applicable to permanent outbuildings in this paragraph are followed. The ACC is entitled to determine, in its sole and absolute discretion, whether an outbuilding constructed on any Lot complies with the foregoing requirements relating to size, height, fence enclosure, and construction materials. Exception #1) A permanent outbuilding greater than two thousand (2,000) square feet would be allowed, with Architectural Committee Approval, if it is constructed with the same or substantially similar materials as the exterior of the primary dwelling. Exception #2) A permanent outbuilding not completely enclosed by a privacy fence of at least six feet in height would be allowed, with ACC approval, if it is constructed with the same or substantially similar materials as the exterior of the primary dwelling for all building elevations not protected from view (i.e. A home owner with a wrought iron gate that neighbors can see through would be required to use brick and stone on the elevation of the

outbuilding facing the gate, or replace the wrought iron gate with a privacy type gate material that prohibits direct view).

- (b) No boat, marine craft, hovercraft, recreational vehicle, pick-up camper, or similar vehicle or equipment may be parked in the driveway or front yard of any dwelling, or parked on any public street in the Addition, nor shall any such vehicle or equipment be parked for storage in the side yards of any residence. Such equipment or vehicles may be stored in the rear yard, within a fence, and concealed from all neighbors' view (except a view over a six-foot (6') wall). The HOA's approval is required before the placement of any of this equipment. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for construction, maintenance, or repair of a residence in the immediate vicinity.
- (c) Trucks with tonnage in excess of one (1) ton shall not be permitted or parked overnight within the Addition, except within enclosed structure, or those used by a builder during the construction of improvements.
- (d) No vehicle of any size which transports flammable to explosive charge may be kept in the Addition at any time, except for the delivery of allowed substances.
- (e) No structure of a temporary character, such as a trailer, tent, shack, barn, or other outbuilding shall be used on any property at any time as a dwelling house; however, any builder, with the prior written approval of the HOA, may maintain and occupy a model home, sales offices, and construction trailer during the construction period.
- (f) No oil Drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any part of the Addition. No derrick or other structure designed for use in quarrying, or boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted within the Addition.
- (g) No animals or livestock of any kind shall be raised, bred, or kept on any property in the Addition, except for household pets which provide companionship for the private family. Animals are not to be raised, bred, or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises bees, hogs, goats, guinea fowl, ducks, chickens, turkeys, skunks, or any other animals that may interfere with the quietude, health, or safety of the community. No more than one (1) cow, horse, or sheep per acre will be permitted on each lot and same shall be kept in a fenced area. No more than a total of four (4) additional pers will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris.  
(Exceptions: Chickens may be allowed in contained in a restricted fenced in area no larger than 500 square feet in size protected by a privacy fence on all sides so as not visible by any neighbor and containing a chicken coop. A chicken coop shall be defined as any nesting type structure that allows for minimal protection from weather and predators. No roosters allowed.)



- (h) No lot or other area in the Addition shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers in appropriate locations which may be specified by the HOA, and, unless otherwise expressly permitted by the HOA, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive, or adjacent lot. The storage of such material shall be kept clean and may be stored on lots during construction so long as construction progresses without undue delay.
- (i) No garage, trailer house, or other out-building (except for sales offices and construction trailers during the construction period which have been approved by the HOA in writing) shall be occupied by any owner, tenant, or other person prior to the erection of a residence.
- (j) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must (to the extent reasonable) be visually screened from the street and adjoining lots and must be located in areas not visible from the street and adjoining lots and must be located in areas acceptable to the HOA. (Equipment to include solar panels. Solar panels are not permitted on street facing roofs unless no other location on the property has access to clear Southern sun exposure. Preferred location to include mounted on grade within the backyard in an area fenced and private.)
- (k) Except with the written permission of the HOA, no antennas shall be permitted in this Addition except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure, except for small satellite dishes. No use shall be made of any lot or structure thereon for any type of radio or television or similar broadcasting systems.
- (l) No lot or improvement shall be used for business, professional, commercial, or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in the subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Addition is sold if such builder has received the prior written approval for such use from the HOA. Nothing in this paragraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.
- (m) Within the easements on each lot, no structures, planting, or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities which may change the direction of flow within drainage

channels, or which may obstruct or retard the flow of water through drainage channels.

- (n) No signs of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale, or professional signs not exceeding nine (9) square feet used by a builder to advertise the property during the construction and sales period, the small signs that the school gives out for their athletes to put out in the yard, or religious item displays of any size anywhere on an individual's property. Religious item displays are prohibited in property owned or maintained by the HOA, owned in common by the owners, located in easements or setbacks, or on traffic lights, streetlights, fire hydrants, and utility signs/poles/fixtures. The HOA shall have the right to remove any sign, billboard, or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subjected to any liability for trespass, or any other liability in connection with such removal. All signs are subject to the approval of the HOA and may be required by the HOA to be removed, in the sole judgement of the HOA if same are found to be inconsistent with the high standards of the Addition.
- (o) The drying of clothes in public view is prohibited.
- (p) No abandoned, derelict, or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.

**Section 11. Minimal Floor Area:** The total air-conditioned living area of the main residential structure, as measured to the outside of exterior wall, but exclusive of open porches, garages, patios, and detached accessory buildings, shall not be less than two thousand, four hundred (2,400) square feet.

**Section 12. Building Materials, Exterior Items, and Surfaces:** The total exterior wall area, except windows and doors, of each building constructed on a lot shall not be less than eighty percent (80%) brick, brick veneer, stone, stone veneer, or other material approved by the HOA. The front external wall area of the first floor, except windows and doors, of such building shall not be less than one hundred percent (100%) of such materials, unless otherwise approved by the HOA. In calculating the area required to be constructed of the foregoing materials on the side and rear exterior walls, but not the front exterior wall, of such buildings, the areas covered by the following shall be excluded from such calculation: gables, or other areas above the height of the top of standard height first-floor window.

No plywood shall be used on any exterior wall, unless approved by the HOA. Roofing shall be composed of three hundred pound (300 lb.) or better composition shingles, metal seamed, man-made slate, concrete flat tile, or other materials shall be permitted when approved by the HOA. Exposed metal roof decks that reflect light in a glaring manner, such as galvanized-steel sheets, are specifically prohibited. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mailboxes, exterior paint or stain, shall be subject to the proper approval of the HOA, both as to design, materials, and location.

Section 13. Fences, Walls, and Security Measures: Any fence or wall must be constructed of masonry, steel, brick, stone, iron work, wood, or other material approved by the HOA. Retaining walls must be constructed entirely out of materials approved by the HOA. Fences or walls erected by Developer shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner. No portion of any fence shall extend more than eight (8) feet in height, except for entry walls constructed by Developer.

Security measures such as security cameras, motion detectors, and perimeter fencing is allowed. Security cameras are prohibited in areas other than the owner's property. An Owner will be permitted to build or install fencing in the front of the home (Front of the home is defined as all property beyond the street facing façade) if it is vision type fence and constructed of wrought iron, painted metal, or split rail type fencing. Intermittent masonry columns allowed in conjunction with any approved material.

Section 14. Mailboxes: Mailboxes must meet County and City Standards.

Section 15. Commencement of Construction: Each residence constructed on each lot and any other improvements thereto shall be commenced and completed with due diligence promptly after approval of the HOA of the plans and specifications prepared in connection with such construction. No time limit is imposed upon the start of construction, but once construction begins, improvements must be completed within one and one-half (1 ½) years.

Section 16. Utilities: Except as to special street lighting or other aerial facilities which may be required by the City, or which may be required by the franchise of any utility company, or which may be installed by the Developer pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers, and other surface installations necessary to maintain, or operate appropriate underground facilities) shall be erected or installed in the Addition whether upon individual lots, easements, streets, or right-of-way of any type, whether by the utility company or any other person or entity, including, but not limited to any person owning or acquiring any part of the Addition, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity, and telephone) shall be buried underground unless otherwise required by public utility.

Section 17. Special Requirements: A final grading will be required which shows a positive drainage and responsible water flow away from the main structure and adjoining homes. Each lot owner will be responsible for ensuring their drainage is channeled to the street or normal drainage areas. Roof pitches will be a minimum of eight twelfths (8/12) or greater over the main span in front roof spans, and the rear pitch on a one and one half (1 ½) story or rear porches can be reduced to four twelfths (4/12) or greater. The primary first floor plated height shall be nine (9) feet or taller for sixty-six percent (66%) or two-thirds (2/3) of area.

Section 18. Compliance with the Restrictions: Each Owner must comply strictly with the provisions of the Restrictions, as amended from time to time. Failure to comply with any of the Restrictions constitutes a violation of this Declaration and gives rise to a cause of action to recover amounts due for damages or injunctive relief or both, maintainable by the HOA, the

ACC, and individual Owners, or, if applicable, any Municipal Utility District having jurisdiction over the Property.

Section 19. No Warranty of Enforceability: While the HOA has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere in this Amended and Restated Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of the restrictive covenants, terms, or provisions assumes all risks of their validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless if they are held to be invalid or unenforceable.

## ARTICLE II

### Architectural Control

Section 1. Appointment: The HOA may choose to designate and appoint an Architectural Control Committee (hereinafter called the "Committee") composed of two (2) individuals, each generally familiar with the residential and community development design matters and knowledgeable about standards within the Addition. The committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony, and conformity throughout the Addition consistent with this declaration.

Section 2. Successors: In the event of the death, resignation, or removal by HOA of any member of the Committee, HOA shall have full authority to designate and appoint a successor. No member of the committee shall be entitled to be compensated for, or be liable for claims, causes of action, or damages arising out of services performed pursuant to this declaration.

Section 3. Authority: No building, fence, wall, or other structure shall be commenced, erected, placed, maintained, or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of such items be made until all plans and specifications and a plot plan have been submitted to, and approved, in writing by the HOA.

Section 4. Procedure for Approval: final plans and specification shall be submitted in duplicate to the HOA. The plans and specifications shall show the nature, kind, shape, height, materials, and location of improvements. The documents shall specify any requested variance for the setback lines, garage location, or any other requirements set forth in this declaration. The HOA is authorized to request the submission of samples of proposed construction materials. As such items as the plans and specifications meet the approval of the Developer, one (1) completed set of plans and specification will be retained by the HOA and the other completed set of plans shall be marked "Approved," and returned to the lot owner or their designated representative.

Section 5. Standards: The HOA shall have sole discretion with respect to taste, design, and all standards specified herein.

Section 6. Termination/Continuation: The Architectural Control Committee appointed by HOA shall exist until HOA chooses to terminate same.

Every lot owner including builders) shall automatically be a member of the Plainview Manor Estates Homeowners Association, Inc. Dues will be assessed at closing. The HOA may take legal action against Lot Owners that become delinquent in their assessment payments. Said Lot Owners shall be liable to the HOA for all court fees, costs, and attorney's fees expended in any collection efforts commenced by the HOA as well as any actions taken to compel the compliance of any restrictive covenants.

A lien is hereby established to secure payment of any assessments levied. This lien to secure payment of assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now existing or hereafter existing and encumbering a Lot to secure any purchase money or home improvement loan 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 any lien securing any such subsequent assessment.

### ARTICLE III

#### General Provisions

Section 1. Easements: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance, and ownership of utility service lines from the property lines to the residences. HOA reserves the right to make changes in, and additions to, the installing of improvements. By acceptance of a deed to any lot, the owner then covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 2. Recorded Plat: All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed, or conveyance executed, or to be executed, by HOA conveying lots in the Addition, whether specifically referred to therein or not.

Section 3. Lot Maintenance: The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner, and shall edge the street curbs that run along the property line.

Section 4. Maintenance of Improvements: Each lot owner shall maintain the exterior of all buildings, fences, walls, and other improvements on his, her, their, lot in good condition and repair, and shall replace work and rotten parts, and shall regularly repaint, all painted surfaces, and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas, or other exterior portions of their improvements to deteriorate in an unattractive manner.

Section 5. Term: These covenants, reservations, and restrictions shall be binding on all parties and all persons and parties claiming under them, unless an instrument signed by fifty-one percent



951%) of the then owners of the lots has been recorded, agreeing to change said Restrictions, Reservations, Covenants in whole or in part. No verbal agreements shall be honored that change these restrictions. The Homeowner's Association, or its Officers, may clarify restrictions, or add other rules as they deem necessary; but they cannot change basic restrictions without approval of fifty-one percent (51%) of the then lot owners.

**Section 6. Rubbish and Debris:** No rubbish or debris of any kind will be placed or permitted to accumulate on the Property, and no odors will be permitted to arise from it so as to make the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and the containers must be kept within enclosed structures or appropriately screened from view and may not be set out for collection more than fifteen hours ahead of collection service. Each Owner must contract with an independent disposal service to collect all garbage or other wastes if collection service is not provided by a governmental entity.

**Section 7. Yard Maintenance; Mowing:** Each Owner must keep all shrubs, trees, grass, and plantings of every kind on the Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements on any Lot must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of the Lot. Declarant, the Association, and the Architectural Committee have the right, after notifying Owner of the violation and providing remedy period, to enter on any Lot, with twenty-four hours' notice, to replace, maintain, and prune shrubs, trees, grass, or other plantings as deemed necessary, to paint, repair, or otherwise maintain any Improvements in need of maintenance, and to charge the cost to the Owner of the Lot individually and also to be collectable in the same manner as provided for Assessments.

**Section 8. EPA Rules and Regulations:** Upon the purchase of a lot, all EPA rules and regulations are hereby transferred with the sale of the lot to the new owner, and it is the owner's responsibility to follow all requirements of the EPA.

**Section 9. Variances:** HOA has the sole right to grant variances from compliance with any of the restrictive covenants contained herein.

**Section 10. Common Areas:** No motorized vehicles of any type are allowed in the common areas.

**Section 11. Alteration or Removal of Improvements:** Any construction, other than normal maintenance, that in any way alters the exterior appearance of any Improvement or the removal of any Improvement, shall be performed only with the prior written approval of the ACC.

**Section 12. Construction Activities:** This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) on any Lot within the Property. Specifically, no construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that the construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If construction on

any Lot does not conform to usual practices in the area as determined by the ACC in its sole good-faith judgment, the ACC shall have the authority to seek injunctive relief to stop the construction. In addition, if during the course of construction on any Lot there is an excessive accumulation of debris of any kind that would make the Lot or any portion of it unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Committee may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection with removal.

**CERTIFICATION OF THE ASSOCIATION'S SECRETARY**

The undersigned Secretary of Plainview Manor Estates Homeowners Association, Inc. (the "Association") hereby certifies that this Amended and Restated Declaration of Restrictions, Covenants, and Conditions of Plainview Manor Estates was approved by Lot Owners in the Association representing at least fifty-one percent (51%) of the total owners of the properties within the Association and verifies the signatures of the attached Exhibit A are true and correct to the best of the Secretary's knowledge and belief.

**PLAINVIEW MANOR ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

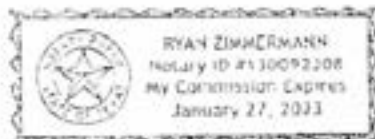
Mary Lou Lloyd  
Mary Lou Lloyd, Secretary

STATE OF TEXAS §

§

COUNTY OF ELLIS §

THIS INSTRUMENT was acknowledged before me this 21 day of November, 2022 by Mary Lloyd, as Secretary of Plainview Manor Estates Homeowners Association, Inc.



[Signature]  
Notary Public of Texas

FILED FOR RECORD - ELLIS COUNTY, TX  
INST NO. 2243796  
ON NOV 21, 2022 at 12:36:00 PM

STATE OF TEXAS                      COUNTY OF ELLIS  
I hereby certify this instrument was filed on the date  
and time stamped hereon and was duly recorded in  
the records of Ellis County, Texas as stamped hereon.



*Hughes Velez*

COUNTY CLERK, ELLIS COUNTY, TEXAS



**AFTER RECORDING, PLEASE RETURN TO:  
CAGLE PUGH, LTD. LLP  
4301 Westbank Dr., Bldg. A., Ste. 150  
Austin, Texas 78746**

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF  
PLAINVIEW MANOR ESTATES HOMEOWNERS' ASSOCIATION  
ADOPTION OF FINE AND ENFORCEMENT POLICY**

**Cross Reference to that certain Declaration of Plainview Manor Estates Homeowners' Association, recorded at Document No. 1416899, Official Public Records of Ellis County, Texas, as may be amended or supplemented.**

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF  
PLAINVIEW MANOR ESTATES HOMEOWNERS' ASSOCIATION  
ADOPTION OF FINE AND ENFORCEMENT POLICY**

WHEREAS, Plainview Manor Estates Homeowners' Association (hereinafter the "**Association**") is a property owners association established and governed by that certain Declaration of Plainview Manor Estates Homeowners' Association, recorded at 1416899 of the Official Public Records of Ellis County, Texas (the "**Declaration**"), that is further subject to and governed by Chapter 209 of the Texas Property Code;

WHEREAS, Article 5, Section 3(a) of the Bylaws authorizes the Board of Directors (the "**Board**") of the Association to assess fines against Owners for violations of the Declaration;

WHEREAS, Section 209.0061 of the Texas Property Code requires property owners associations that are authorized by their dedicatory instrument to levy fines to adopt an enforcement policy regarding the levying of fines that must include a schedule of fines and information regarding hearings described by Section 209.007 of the Texas Property Code ("**Chapter 209 Enforcement Hearings**");

WHEREAS, the Board wishes to adopt a Fine and Enforcement Policy that establishes a schedule of fines for violations of the Declaration and other dedicatory instruments of the Association and provides information regarding Chapter 209 Hearings in compliance with Section 209.0061 of the Texas Property Code;

WHEREAS, the Board approved and adopted the attached Fine and Enforcement Policy (hereinafter referred to as the "**Policy**") for the purpose of establishing a schedule of fines and providing information regarding Chapter 209 Hearings at a meeting of the Board conducted on Feb 15, 2024.

BE IT RESOLVED, that the Board hereby approves and adopts the Fine and Enforcement Policy attached hereto as Exhibit "A" and for it to be recorded in the Official Public Records of Ellis County, Texas.

Executed this the 15 day of Feb, 2024.

L.S.

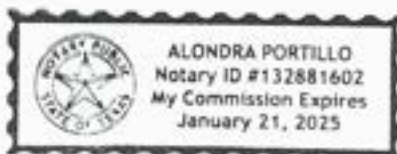
PLAINVIEW MANOR ESTATES HOMEOWNERS'  
ASSOCIATION

By: [Signature]  
Name: Lance Smith  
Title: President

STATE OF TEXAS           §  
COUNTY OF ELLIS       §

This instrument was acknowledged before me on this the 15 day of February, 2024, by Lance Smith, President of and for the Plainview Manor Estates Homeowners' Association, for the purposes therein expressed.

[Signature]  
Notary Public, State of Texas



## Exhibit "A"

### PLAINVIEW MANOR ESTATES HOMEOWNERS' ASSOCIATION

#### FINE AND ENFORCEMENT POLICY

1. Background. Plainview Manor Estates is a subdivision development (the "**Subdivision**") created by and subject to that certain Declaration of Plainview Manor Estates Homeowners' Association, recorded at Document No. 1416899 of the Official Public Records of Ellis County, Texas (the "**Declaration**"). The operation of the Subdivision and enforcement of the Declaration is vested in Plainview Manor Estates Homeowners' Association (the "**Association**"), acting through its Board of Directors (the "**Board**").
2. Fining Authority. Pursuant to Article 5, Section 3(a) of the Bylaws, the Board may impose fines for any violation of the Declaration or any other dedicatory instrument of the Association (collectively, the "**Governing Documents**"), which shall include but not be limited to the Declaration and Association's Bylaws, Rules and Regulations and Architectural Guidelines (as such terms are defined by the Declaration). Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Declaration.
3. Purpose. The Board hereby adopts this Fine and Enforcement Policy (the "**Policy**") in order to establish procedures for the levy of fines and a schedule of fines in compliance with the requirements of Section 209.0061 of the Texas Property Code. To the extent any provision within this Policy is in conflict with any applicable law, such provision shall be modified or construed to comply with the applicable law. Furthermore, this policy is intended to supplement the Association's Governing Documents and it is not intended to replace or override any previously adopted Governing Documents, including any fine and enforcement policies or schedules of fines previously adopted by the Board. Unless otherwise stated herein, the schedule of fines adopted hereby shall apply only to specific categories of violations described herein and to violations of the Governing Documents for which the Board has not otherwise established a schedule of fines. To the extent that the Board has previously adopted a dedicatory instrument establishing a schedule of fines for specific categories of violations, such schedule of fines shall remain in effect and enforceable. To the extent a particular violation may be subject to two or more schedules of fines that establish differing fine amounts, the violation shall be fined pursuant to the schedule of fines with the highest fine amount.
4. Policy. The Association uses fines to discourage violations of the Governing Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Governing Documents. The Association's use of fines shall not interfere with its exercise of other rights and remedies for the same violation.
5. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Governing Documents by the Owner, any occupants of the Owner's Lot ("**Occupants**"), and the relatives, guests, employees, and agents of the Owner and Occupants ("**Related Parties**"). Regardless of who commits the violation, the Association will direct its communications regarding the violation to the Owner, although the

Association may also send copies of its notices to an offending Occupant and/or Related Party.

6. Notice of Fine. Except as provided herein, before levying a fine, the Association shall give the Owner a written notice of fine (the "**Notice of Fine**") at the Owner's last known address as shown in the Association records in compliance with the most current version of Section 209.006 of the Texas Property and any applicable provisions of the Association's Governing Documents. As of the effective date of this Policy, Section 209.006 requires an initial Notice of Fine to:
  - A. describe the violation that is the basis for the fine;
  - B. inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine if the violation is of a curable nature and does not pose a threat to public health or safety; (ii) may request a hearing under Section 209.007 of the Texas Property Code (a "**Chapter 209 Enforcement Hearing**") on or before the 30th day after the date the Notice of Fine was mailed to the Owner; and (iii) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;
  - C. if the violation is of a curable nature and does not pose a threat to public health or safety, provide the Owner a reasonable period to cure the violation and specify the date by which the Owner must cure the violation in order to avoid the assessment of a fine; and
  - D. be sent by verified mail to the Owner at the Owner's last known address as shown on the Association's records.
7. Violations that are Uncurable or a Threat to Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety, then the Notice of Fine shall state those items set out in Section 5, Subsections (A), (B)(ii) and (iii), and (D) above and shall omit those items set out in Section 5, Subsections (B)(i) and (C) above. For purposes of this Policy, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action and a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.
8. Continuous and Repeat Violations. If the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation, then the Owner shall not be entitled to an additional Notice of Fine or a Chapter 209 Enforcement Hearing, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Governing Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. If an Owner fails and refuses to cure a violation after having been provided a Notice of Fine as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation that warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.



9. Due Date. Fines are due immediately if the violation is incurable or poses a threat to public health or safety or the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation. For all other violations, the fine is due immediately after the later of: (A) if the Owner does not timely request a Chapter 209 Enforcement Hearing and fails to timely cure the violation, the date that the cure period set out in the Notice of Fine expires; or (2) if a Chapter 209 Enforcement Hearing is timely requested by the Owner, the date the Board's final decision on the matter is communicated to Owner in writing, assuming the Owner did not timely cure the violation and the fine is confirmed by the Board following the Chapter 209 Enforcement Hearing.
10. Chapter 209 Enforcement Hearings. Chapter 209 Enforcement Hearing shall be requested and conducted in accordance with the following provisions:
  - A. Requesting a Chapter 209 Enforcement Hearing. To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30) days from the date written notice of a fine is sent to an Owner by verified mail in compliance with Section 209.006 of the Texas Property Code. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request a Chapter 209 Enforcement Hearing shall waive any right to such a hearing.
  - B. Scheduling and Notice of the Chapter 209 Enforcement Hearing. The Board shall conduct a Chapter 209 Enforcement Hearing within thirty (30) days from the date the Board receives the Owner's timely written request for a hearing. The Board shall also provide the Owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Enforcement Hearing may be mailed, hand-delivered, or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage, or emailed to the requesting Owner at an email address provided to the Association by such Owner. The Board or the requesting Owner may request a postponement of the scheduled hearing date one (1) time each, and if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the Owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting Owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to an Owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.
  - C. Location of the Chapter 209 Enforcement Hearing. A Chapter 209 Enforcement Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Enforcement Hearing is conducted at a meeting of the Board, it shall be conducted during an executive

session of the meeting unless the requesting Owner and the Board agree to conduct it during an open session of the meeting. In addition, a Chapter 209 Enforcement Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the Owner is afforded the reasonable ability to present information relevant to the subject matter of the Chapter 209 Enforcement Hearing. Upon the agreement of the Board and the Owner, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.

- D. Pre-Hearing Disclosure of Evidence Packet. No later than ten (10) days before a Chapter 209 Enforcement Hearing is held by the Board, the Board shall provide to the requesting Owner a packet containing all documents, photographs, and communications relating to the enforcement matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing (the “**Evidentiary Packet**”). The Evidentiary Packet may be mailed, hand-delivered or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage or emailed to the requesting Owner at an email address provided to the Association by such Owner. A letter from the Board to the requesting Owner stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing have been produced or that there are no documents, photographs, or communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing shall satisfy the Board’s obligation concerning the pre-hearing disclosure of the Evidence Packet. If the Board fails to timely provide the Evidentiary Packet to the requesting Owner, the Owner shall be entitled to an automatic fifteen (15) day postponement of the Chapter 209 Enforcement Hearing, unless the Owner agrees to waive the Board’s obligation concerning the pre-hearing disclosure of the Evidence Packet.
- E. Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting Owner may be represented by legal counsel at a Chapter 209 Enforcement Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Enforcement Hearing, including the Association’s managing agents, members of the architectural committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the subject matter of the hearing.
- F. Conduction of the Chapter 209 Enforcement Hearing. The purpose of the Chapter 209 Enforcement Hearing is to discuss and verify facts and resolve the matters at issue. At the Chapter 209 Enforcement Hearing, a member of the Board (or a designated representative of the Association) shall first present the Association’s case against the Owner. The Owner (or the Owner’s designated representative) may then present the Owner’s information and issues relevant to the appeal or dispute. An audio recording of the Chapter 209 Enforcement Hearing may be made by the Board or the Owner.
- G. Ruling by the Board. The Board’s ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting Owner within ten (10) business days from the date of the Chapter 209 Enforcement Hearing. The Board may, but

is not required to, state the basis for its determinations in the written ruling. There shall be no appeal or reconsideration of the ruling by the Board.

11. Schedule of Fines. The Board has adopted the following specific and general schedule of fines. The Board reserves the right to increase or decrease a scheduled fine amount on a case-by-case basis if the factual circumstances of a violation would justified such a modification, as determined by the Board in its sole and absolute discretion, provided the Board acts in good faith and the fine amount is reasonable in light of the nature, frequency, and effect of the violation. The Board also reserves the right to pursue any additional remedies available to the Association under Texas law or the Governing Documents in addition to levying fines.

A. Fines For All Other Violations:

<u>Violation:</u>	<u>Fine Amount:</u>
New Violation	\$25.00 (if a curable violation, fine may be avoided if Owner cures the violation by the time specified in the notice of fine)
First Repeat Violation (in a six month period)	\$25.00
Second Repeat Violation (in a six month period)	\$25.00
Third Repeat Violation (in a six month period)	\$25.00 (if the Board sees fit)
Subsequent Repeat Violations (in a six month period)	\$25.00 (if the Board sees fit)

12. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.