

**Documents For
The Rosebud
Homeowners
Association, Inc.**

Articles of Incorporation

EXHIBIT "B"
ARTICLES OF INCORPORATION

OF

**THE ROSEBUD COMMON IMPROVEMENTS
MAINTENANCE ASSOCIATION, INC.**

A TEXAS NON-PROFIT CORPORATION



Office of the Secretary of State

CERTIFICATE OF FILING OF

The Rosebud Homeowners Association, Inc.
800616602

[formerly: THE ROSEBUD COMMON IMPROVEMENTS MAINTENANCE ASSOCIATION,
INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Correction relating to an instrument that has been filed by the Secretary for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing.

Dated: 04/07/2006

Effective: 04/07/2006



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

THE ROSEBUD COMMON IMPROVEMENTS MAINTENANCE ASSOCIATION,
INC.

File Number: 800616602

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/21/2006

Effective: 02/21/2006



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

**ARTICLES OF INCORPORATION
OF
THE ROSEBUD COMMON IMPROVEMENTS MAINTENANCE ASSOCIATION, INC.**

I, the undersigned natural person of the age of 18 years or more and a United States citizen, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation is THE ROSEBUD COMMON IMPROVEMENTS MAINTENANCE ASSOCIATION, INC.

ARTICLE II

The corporation is a nonprofit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The corporation is organized to improve, beautify, maintain, manage and operate the Common Areas, Common Facilities and Common Maintenance Areas (as defined in the Declaration hereinafter described) within the Property (as defined in the Declaration), as the same may be reduced or added to in accordance with the Declaration; to provide for architectural control of the lots within the Property; and to promote the recreation, health, safety, convenience and welfare of the members of the corporation. In furtherance of such purposes, the corporation shall have the power to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for The Rosebud Common Improvements Maintenance Association recorded in the Deed Records of Ellis County, Texas, as the same may be amended or supplemented from time to time, and further shall have and may exercise any and all powers, rights and privileges that a corporation organized under the Texas Non-Profit Corporation Act may now or hereafter have or exercise.

ARTICLE V

The street address of the initial registered office of the corporation is 2711 North Haskell, Suite

2650, Dallas, TX 75204 and the name of its initial registered agent at such address is Cindy Huey.

ARTICLE VI

The corporation shall have members. The designation of any classes of members, the manner of election or appointment and the qualifications and rights of the members of each class shall be set forth in the Bylaws.

ARTICLE VII

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

Ronald B. Forman
751 Highway 287 North, Suite 104
Mansfield, Texas 76063

Brett Forman
751 Highway 287 North, Suite 104
Mansfield, Texas 76063

Jeff Forman
751 Highway 287 North, Suite 104
Mansfield, Texas 76063

ARTICLE VIII

The name and address of the incorporator is as follows:

Charles W. Spencer .
8111 LBJ Freeway, Suite 920
Dallas, Texas 75251

ARTICLE IX

No part of the net earnings of the corporation shall inure to the benefit of any member, director or officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes set forth in Article IV above), and no director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE X

To the extent not disallowed by applicable Federal tax laws, no director of the corporation shall be liable to the corporation for monetary damages for an act or omission in the director's capacity as a director, except for liability of a director for (i) a breach of a director's duty of loyalty to the corporation, (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (iii) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office, or (iv) an act or omission for which the liability of a director is expressly provided for by statute. If the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law is amended after adoption of these Articles of Incorporation to authorize corporate action further eliminating or limiting the liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law, as so amended. This Article Ten shall not impair, limit or otherwise adversely affect any other provision of these Articles of Incorporation or the Bylaws of the corporation with respect to limiting or eliminating the liability of directors, but rather shall be cumulative thereof.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director existing at the time of such repeal or modification.

ARTICLE XI

The corporation shall indemnify its directors and officers to the fullest extent provided by the Texas Non-Profit Corporation Act as the same exists or may hereafter be amended.

ARTICLE XII

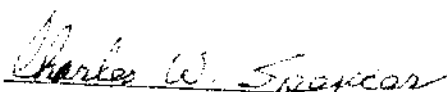
The corporation shall indemnify and hold the undersigned incorporator harmless from and against any and all loss, cost, damage, expense (including, without limitation, attorneys' fees and expenses) for liability caused by, resulting from or arising out of any action taken or authorized by the incorporator of the corporation in respect of the corporation and organization of the corporation in what he deemed to be in or not opposed to the best interests of the corporation.

ARTICLE XIII

Any action required to be taken at a meeting of the members or directors of the corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken and otherwise in compliance with Section 9.10C of the Texas Non-Profit Corporation Act, is signed by a sufficient number of members, directors or committee members as would be

necessary to take that action at a meeting at which all of the members, directors or members of the committee were present and voted

IN WITNESS WHEREOF, I have hereunto set my hand, as of the 16th day of February, 2006.



CHARLES W. SPENCER,

Incorporator

Bylaws

EXHIBIT "C"
BYLAWS OF

**THE ROSEBUD COMMON IMPROVEMENTS
MAINTENANCE ASSOCIATION, INC.**

A TEXAS NON-PROFIT CORPORATION

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BYLAWS OF
THE ROSEBUD COMMON IMPROVEMENTS
MAINTENANCE ASSOCIATION, INC.,
A TEXAS NON-PROFIT CORPORATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is **THE ROSEBUD COMMON IMPROVEMENTS MAINTENANCE ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 751 Highway 287 N., Suite 104, Mansfield, Texas 76063, but meetings of Members and Directors may be held at such places within the State of Texas, County of Ellis, or elsewhere as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The following words when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

"Assessment" or "Assessments" shall mean assessment(s), both regular annual assessments and special assessments, levied by the Association under the Declaration.

"Association" shall mean and refer to **THE ROSEBUD COMMON IMPROVEMENTS MAINTENANCE ASSOCIATION, INC.**, its successors and assigns.

"Board" shall mean the Board of Directors of the Association.

"Builder Members" shall mean builders approved by Declarant for construction within the Property and who own one or more Lots for construction of a residence and resale to others.

"City" shall mean and refer to the City of Midlothian, Ellis County, Texas.

"Conversion Date" shall mean the date of termination of the Class B membership and conversion of the same to a Class A membership, which shall be the earlier to occur of (i) the date on which the last Lot is sold to a Class A Member other than a Builder Member or (ii) March 1, 2016.

"Declarant" shall mean **THE ROSEBUD DEVELOPMENT, LTD.**, a Texas limited partnership, and successors and assigns of its interest as Declarant under the Declaration.

"Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions for The Rosebud, an addition to the City of Midlothian, Ellis County, Texas.

executed by Declarant and recorded in the Deed Records of Ellis County, Texas, as such Declaration may be amended or supplemented from time to time.

"Lot" shall mean and refer to any portion of the Property shown as a subdivided residential lot on a Plat.

"Member" means each Owner and the Declarant.

"Owner" shall mean and refer to the record owner, including sellers pursuant to executory contracts for conveyance and whether one or more persons or entities, of fee simple title to any Lot, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

"Plat" shall mean a subdivision plat or plats of any portion of the Property now or hereafter filed for record in the Map or Plat Records of Ellis County, Texas, as such plat or plats may be amended from time to time.

"Property" shall mean and refer to any and all property which is or becomes subject to the terms of the Declaration.

"Restrictions" shall mean the covenants, conditions and restrictions contained in the Declaration and all exhibits thereto or referenced therein, the Articles, these Bylaws, any rules and regulations promulgated by the Association pursuant to the Declaration and any rules, regulations, guidelines or procedures promulgated by the Architectural Control Committee (as defined in the Declaration), as any of the foregoing may be adopted and amended from time to time.

ARTICLE III MEETING OF MEMBERS

Section 3.01. An annual meeting of the Members shall be held each calendar year on such date and at such time as shall be designated from time to time by the Board. The first annual meeting of the Members shall be held within 90 days after the Conversion Date unless the Board fixes an earlier date. At each annual meeting, the Members shall elect Directors and transact such other business as may properly be brought before the meeting. The meeting shall be held at the place and hour designated by the Board in the notice of meeting.

Section 3.02. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership. Only such business shall be transacted at a special meeting of Members as may be stated or indicated in the notice of such meeting.

Section 3.03. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than sixty (60)

days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. When a meeting of the Members is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. When a meeting is adjourned for less than thirty (30) days, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting other than by adjournment at the meeting at which the adjournment is taken.

1. Except as provided in the Declaration, Members holding one-tenth (1/10) of the votes of each class of membership entitled to be cast at a meeting of Members, represented in person or by proxy, shall constitute a quorum for any action to be taken at such meeting. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. At such adjourned meeting at which the requisite amount of votes shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The vote of the holders of a majority of the votes entitled to be cast and thus represented at a meeting at which a quorum is present shall be required to constitute the act of the Members, unless the vote of a greater number is required by law, the Articles of Incorporation, these Bylaws or the Declaration.

ARTICLE 10. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and signed by the Member or his or her duly authorized attorney in fact and shall bear a date not more than eleven (11) months prior to any such meeting, unless the proxy provides that it is to be valid for a period in excess of eleven (11) months. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months. A proxy granted by any Member shall automatically cease as to any Lot conveyed by such Member to another person. At any election of Directors, every Member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of votes allocated to such Member for as many persons as there are Directors to be elected and for whose election he or she has a right to vote. Members are expressly prohibited from cumulating their votes in any election for Directors of the corporation.

11. The Declarant and every Owner shall be a Member of the Association; provided, after the Conversion Date, the Declarant shall be a Class A Member only if and to the extent that it is also an Owner. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot, but no person or entity shall be a Member merely by having an interest in a Lot as security for the performance of an obligation. Declarant may, at any time, terminate its Class B membership and its status as Declarant by giving written notice to the Board.

. The right to cast votes and the number of votes which may be cast for election of members of the Board and on all other matters to be voted on by the Members shall be determined as follows:

- (a) The Association shall have two (2) classes of voting membership, Class A and Class B.
- (b) Each Owner of a Lot (other than Declarant) shall automatically be a Class A Member. Each Owner of a Lot shall be entitled to one (1) vote for each Lot so owned. When more than one Person owns the fee simple interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as such Persons among themselves determine and so advise the Secretary of the Association prior to the vote, but in no event shall the vote for such Lot exceed the total vote to which such Lot is otherwise entitled under this Section 7.
- (c) The Class B Member shall be the Declarant. Declarant shall be entitled to nine (9) votes for each Lot that it owns. So long as Declarant is a Class B Member of the Association, it shall be entitled to designate the Directors. On the Conversion Date, Declarant's right to designate the Directors shall cease, subject to any reservation of right to consent or approve actions as provided in the Declaration.
- (d) The right of any Owner to vote may be suspended by the Board, for any period during which any Assessment against such Owner's Lot remains past due and for any period during which such Owner or such Owner's Lot is in violation of the Restrictions. The Board/Association shall comply with the requirements of the Texas Property Code as to the right to notice and hearing in the suspension of Members' rights.
- (e) Members are expressly prohibited from cumulating their votes in any election for members of the Board. Prior to submitting any matter for a vote of the Members, the Board shall determine the total number of votes outstanding and the Members entitled to vote.

ARTICLE IV BOARD OF DIRECTORS

. The affairs of this Association shall be managed by an initial Board of three (3) Directors, who need not be Members of the Association. After the Conversion Date the Board will consist of five (5) directors to be elected at the annual meeting as set forth in Section 2 below.

. Each Director shall be elected for two (2) year staggered terms. Two (2) directors may initially be elected for one (1) year to achieve the staggered terms. Each Director shall hold office for the term for which he or she is elected and until his or her successor shall be elected and qualified unless sooner removed as provided in these Bylaws.

Any Director elected by the Class A Members may be removed from the Board, with or without cause, by a majority vote of the Members of the Association at any meeting of the Members duly called and held. Directors appointed by the Class B Member can only be removed by the Class B Member. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Directors and shall serve for the unexpired term of his or her predecessor.

No Director shall receive compensation for any service he may render to the Association. Any Director may, however, be reimbursed for his actual expenses incurred in the performance of his duties.

The annual meeting of the Board shall be held, without further notice, immediately following the annual meeting of Members, and at the same place or at such other time and place as shall be fixed with the consent in writing of all Directors.

Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

Special meetings of the Board shall be held when called by the President, or by any Director, after not less than three (3) days notice to each Director.

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly called and held at which a quorum is present shall be regarded as the act of the Board.

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

In addition to the powers and authority expressly conferred by these Bylaws upon them, the Board may exercise all such powers, duties and authority vested in or delegated to the Association by law, the Articles of Incorporation or the Declaration and do all other lawful acts and things, except to the extent that any of the foregoing are directed or required by law, the Articles of Incorporation, the Declaration or these Bylaws to be exercised or done by the Members.

The Board may designate one or more committees, which, to the extent provided in the resolution establishing such committee, shall have and exercise the authority of the Board in the management of the corporation. Each such committee shall consist of two or more persons, a majority of whom are Directors; the remainder need not be Directors. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law. Any non-director who becomes a member of any such committee shall have the same responsibility with respect to such committee as a Director who is a member thereof. Other

committees not having and exercising the authority of the Board in the management of the corporation may be designated and appointed by the Board. Membership on such committees may, but need not be, limited to Directors.

ARTICLE V OFFICERS AND THEIR DUTIES

Composition of Officers. The officers of the Association shall be a President, who shall at all times be a Member of the Board, a Secretary and a Treasurer and such other officers as the Board may from time to time designate. Any two or more offices may be held by the same person, except the offices of president and secretary.

Term of Office. The officers of the corporation shall be chosen annually by the Board at its annual meeting or as soon after such annual meeting as practicable. Each officer shall hold office until his or her successor is chosen and qualified, or until his or her death or until he or she shall have resigned or shall have been removed.

Removal and Resignation. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Duties. All officers and agents of the corporation, as between themselves and the corporation, shall have such authority, perform such duties and manage the corporation as provided in these Bylaws or as may be determined by resolution of the Board not inconsistent with these Bylaws. Without limiting the generality of the foregoing, the following officers shall have the duties provided below:

President

The President shall be the executive manager of the operation of the corporation and shall preside at all meetings of the Board.

Vice President

The Vice President, if any, shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The Secretary shall record the vote and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of account; and shall perform such other duties as required by the Board.

ARTICLE VI INDEMNIFICATION

The corporation shall indemnify any person who was, is or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person is or was a Director or officer of the corporation to the fullest extent that a corporation may grant indemnification to a person serving in such capacity under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the corporation for all expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the corporation within ninety (90) days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Texas Non-Profit Corporation Act, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board or any committee thereof, special legal counsel or Members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the corporation (including its Board or any committee thereof, special legal counsel or Members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. The corporation shall additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. As used herein, the term "proceeding" means a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding. The corporation shall maintain insurance, at its expense, for its benefit in respect of such indemnification and for the benefit of any such person, whether or not the corporation would otherwise have the power to indemnify such person to the extent provided in the Declaration.

ARTICLE VII BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members, Board and committees having any authority of the Board and shall keep at its registered or principal office in the State of Texas a record of the names and addresses of its Members entitled to vote. A Member, on written demand stating the purpose of the demand, shall have the right to examine and copy, in person or by agent, accountant or attorney, at any reasonable time, for any proper purpose, the books and records of the corporation relevant to the stated purpose, at the expense of the Member.

ARTICLE VIII CORPORATE SEAL

The Association shall not have a seal.

ARTICLE IX AMENDMENTS

The power to alter, amend or repeal these Bylaws shall be vested in the Board.

ARTICLE X MISCELLANEOUS

Section 1001. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 1002. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 1003. If any part of these provisions shall be held invalid or inoperative for any reason, the remaining parts, so far as possible and reasonable, shall be valid and operative.

Section 1004. The headings used in these Bylaws have been inserted for convenience only and shall not be given effect in construing the meaning of any provision.

Section 1005. The Association shall comply, or shall cause its managing agent, if any, to comply, with any properly submitted request for information under Section 207.003(a) of the Texas Property Code as same may be hereafter amended. Neither the Association nor its managing agent shall have any duty to inspect the Property prior to issuing a resale certificate pursuant to any such request, nor shall the Association, or its managing agent, have a duty to update any information provided pursuant to any such request, except in response to a properly submitted further request for updated information. The Association may establish a

reasonable fee to assemble, copy and deliver the information requested pursuant to Section 207.005 of the Texas Property Code.

The undersigned, being the three initial members of the Board of Directors under these Bylaws, hereby certify that the foregoing is a true, complete and correct copy of the Bylaws of **THE ROSEBUD COMMON IMPROVEMENTS MAINTENANCE ASSOCIATION, INC.**, a Texas non-profit corporation, as adopted by the Board of Directors by unanimous consent in lieu of organizational meeting dated effective as of FEBRUARY 28, 2006.

IN WITNESS WHEREOF, we hereunto set our hands effective for all purposes effective as of FEBRUARY 28, 2006.


RONALD B. FORMAN, Director


BRETT FORMAN, Director


JEFF FORMAN, Director

Declaration of CC&R's

The Rosebud Homeowners Association, Inc.

GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

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

WHEREAS the The Rosebud Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Ellis County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

The Rosebud Homeowners Association, Inc.
Guidelines for Display of Certain Religious Items

VOL. PG.

Page 2 of 2

Approved and adopted by the Board on this 8 day of November, 2011.

SIGNATURE

PRINTED NAME

POSITION

The Rosebud Homeowners Association, Inc.

STATE OF TEXAS

COUNTY OF Tarrant

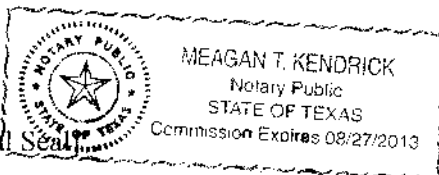
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§
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Before me, the undersigned authority, on this day personally appeared

of

The Rosebud Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8th day of November, 2011.



[Notarial Seal]

Notary Public, State of Texas

Printed Name

My commission expires: _____

Premier Communities
 3102 Oak Lawn Ave
 Ste 100
 Dallas, TX 75219

SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law 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 as stamped hereon.



Courtesy Pollock
 COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
 INSTR NO. 120081
 ON Jan 06, 2012 at 10:34:00 AM

The Rosebud Homeowners Association, Inc.

GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

STATE OF TEXAS
COUNTY OF ELLIS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the The Rosebud Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

The Rosebud Homeowners Association, Inc.
Guidelines for Rainwater Recovery Systems

VOL. PG.

Page 2 of 3

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Ellis County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 6 day of November 2011.

SIGNATURE

PRINTED NAME

POSITION

The Rosebud Homeowners Association, Inc.

The Rosebud Homeowners Association, Inc.
Guidelines for Rainwater Recovery Systems

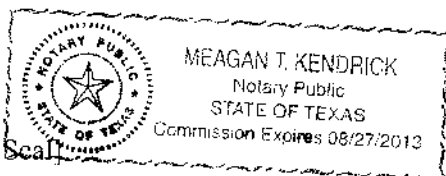
Page 3 of 3

STATE OF TEXAS §
 §
COUNTY OF ~~ELLIS~~ Tarrant §

Before me, the undersigned authority, on this day personally appeared

_____ of
The Rosebud Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8th day of November, 2011.



[Notarial Seal]

Meagan T. Kendrick
Notary Public, State of Texas

Printed Name _____

My commission expires: _____

Premier Communities
 3122 Oak Lawn Ave
 274 102
 L...

SCANNED

Any provision herein which restricts the sale, rental or use of this described real property because of color or race is invalid and unenforceable under federal law 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 as stamped hereon.



Cindy Alley
 COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
 INSTRUMENT NO. 120830
 ON JAN 05, 2012 2:08:40 AM

The Rosebud Homeowners Association, Inc.

GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS
COUNTY OF ELLIS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the The Rosebud Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.

FILED FOR RECORD - ELLIS COUNTY, TEXAS
INSTR. NO. 108833 RECORD DATE/TIME: JUN 06, 2014 4:03:40 AM

Page 2 of 4

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise

Page 3 of 4

levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Ellis County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 8 day of November 2011.

SIGNATURE

PRINTED NAME

POSITION

The Rosebud Homeowners Association, Inc.

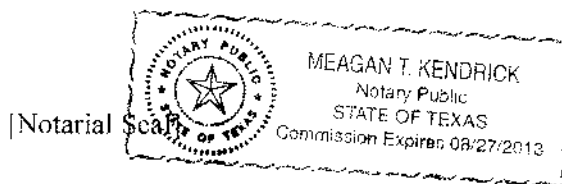
The Rosebud Homeowners Association, Inc.
Guidelines for Display of Flags

Page 4 of 4

STATE OF TEXAS §
COUNTY OF ~~ELLIS~~ Tarrant §
§

Before me, the undersigned authority, on this day personally appeared _____ of
The Rosebud Homeowners Association, Inc., a Texas corporation, known to me to be the person and
officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had
executed the same as the act of said corporation for the purpose and consideration therein expressed, and in
the capacity therein stated.

Given under my hand and seal of office this 8th day of November, 2011.



Meagan T. Kendrick
Notary Public, State of Texas

Printed Name _____

My commission expires: _____

Pioneer Land Co. Inc.
 3100 2nd Street
 Ste 200
 Dallas, Texas 75219

SCANNED

Any provision herein which restricts the sale, rental, or
 use of this described real property because of color or
 race is invalid and unenforceable under federal law
 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 as stamped hereon.



Charles Kelley
 COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED
 INSTRUMENTS
 ON 06/06/2012 11:03:49 AM
 ELLIS COUNTY, TX

The Rosebud Homeowners Association, Inc.

GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF ELLIS

WHEREAS the The Rosebud Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and

FILED FOR RECORD - ELLIS COUNTY, TEXAS
1987 VOL. 140033, INSTRUMENT 140033, JAN 06, 2012/09:34:40 AM

Page 2 of 3

- c. conform to the slope of the roof; and
 - d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Ellis County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

The Rosebud Homeowners Association, Inc.
Guidelines for Solar Energy Devices

VOL. PG.

Page 3 of 3

Approved and adopted by the Board on this 8 day of November 2011.

SIGNATURE

PRINTED NAME

POSITION

The Rosebud Homeowners Association, Inc.

STATE OF TEXAS

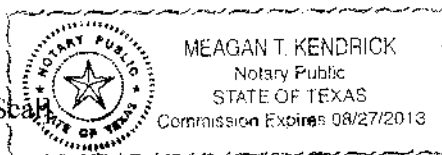
COUNTY OF Tarrant§
§
§

Before me, the undersigned authority, on this day personally appeared

_____ of
The Rosebud Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8th day of November, 2011.

[Notarial Seal]



Notary Public, State of Texas

Printed Name

My commission expires: _____

*Previous Commission
 2004 2nd Annual Rec
 2/10/05
 No 11, -*

SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law 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 as stamped hereon.



Cindy Helting
 COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
 INSTR NO 120832
 on Jan 06, 2012 at 08:34:06 AM



a FirstService Residential company

Creating the most desirable residential communities in which to live.

02605 1168

VOL. 1
PG. 1

The Rosebud Homeowners Association, Inc. COLLECTION POLICY

The Rosebud Homeowners Association, Inc. collection process includes the following steps *unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager.*

Notice	Description	Fees
1 st Friendly Notice	<ul style="list-style-type: none"> Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is the 30th. Only issued to owners with a balance of \$10 or more. <ul style="list-style-type: none"> Late/interest fees may vary based on governing documents. Interest is not calculated on balances under \$2. Late date may vary based on governing documents. 	12% per annum + \$8.00 processing fee
2 nd Formal Notice	<ul style="list-style-type: none"> Issued by the billing department as a late letter (typically 30 days after the Friendly Notice). Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account. <ul style="list-style-type: none"> Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure. Only issued to owners with a balance of \$50 or more. <ul style="list-style-type: none"> A second late statement may be sent to owners in lieu of or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing. 	\$18.00 processing fee
Demand Letter	<ul style="list-style-type: none"> This is a second 30-day collection notice (similar to the 2nd Formal Notice); sent via certified mail. The billing department will automatically proceed with referring an account for demand <i>unless the Manager or Board of Directors stipulates otherwise.</i> Association collection policies may require demand letter processing through an attorney's office. NOTE: For Associations under developer control, builder referral for advanced collection action requires approval from the divisional Director in addition to the Manager. 	\$35.00 request for demand + collection agency/attorney fees (fees vary by office/agency)
Lien	<ul style="list-style-type: none"> If an account is referred directly to an attorney's office, the billing department will automatically proceed with an Authorization to Lien <i>unless the Manager or Board of Directors stipulates otherwise.</i> If an account is referred to a collection agency (e.g., Red Rock), the account is automatically processed for a lien subsequent to the 30-day timeline referenced in the demand letter. The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in 	\$20.00 request for lien + collection agency/attorney fees (fees vary by office/agency and county)

Loyalty • Integrity • Respect • Fun



Teamwork • Work Ethic • Positive Attitude

Premier Communities Management Company
3102 Oak Lawn Avenue
Suite 202
Dallas, TX 75219

Office: 214.871.9700
Toll Free: 866.424.8072
Fax: 214.889.9980

www.premiercommunities.net

	<p>question.</p> <ul style="list-style-type: none"> Processing and filing a lien with the county clerk can take up to 30 (thirty) days. 	
Foreclosure	<ul style="list-style-type: none"> <i>Authorization for Foreclosure must be Board-approved in writing.</i> <ul style="list-style-type: none"> The approval should be in the form of Board-approved meeting minutes or a signature on an approved form. The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board. Processing an account for foreclosure can take up to ninety (90) days A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption. <ul style="list-style-type: none"> If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict. The Association can proceed with Authorization to Evict once the property has been foreclosed. <i>NOTE 1:</i> The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property. <i>NOTE 2:</i> There are two types of foreclosure available to Associations, judicial and expedited non-judicial. The governing documents for each community will specify which methods of foreclosure are available to the Association. <ul style="list-style-type: none"> Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per IIB 1228 effective 1/1/2012. 	<p>\$20.00 request for foreclosure + collection agency/attorney fees (fees vary by office and county)</p>



02605 1170

VOL. PG.

a FirstService Residential company

Creating the most desirable residential communities in which to live.

The Rosebud Homeowners Association, Inc.
Collection Policy

Signature [Signature]

Name: Jeff Forman

Title: Director

Date: 11/2/11

STATE OF TEXAS
COUNTY OF TARRANT

§
§
§
§
§

This instrument was acknowledged before me on the 8th day of November
2011, by _____ of _____, a Texas non-profit
corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

02605 1171

VOL.

PG.

SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law 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 as stamped hereon.



County Clerk
COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO 126057
ON JAN 06, 2012 04:08:05 PM

The Rosebud Homeowners Association, Inc.

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of The Rosebud Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
 - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
 - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner's request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner's request for an Alternative Payment Schedule.
 - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Alternate Payments Schedule Policy

FILED FOR RECORD - BELL COUNTY, TEXAS
FILE NO. 100025 FILING DATE/TIME: Jan 06, 2012 08:34:00 AM

Name: _____

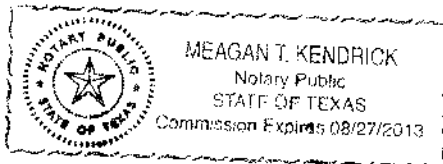
Title: _____

Date: _____

STATE OF TEXAS

COUNTY OF Tarrant§
§
§

This instrument was acknowledged before me on the 8th day of November 2011, by _____ of _____, a Texas non-profit corporation, on behalf of said corporation.



Meagan T. Kendrick
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

02605 1164

VOL.

PG.

SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law 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 as stamped hereon.



Gwendolyn Adkins
COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
INSTRUMENT NO. 02605
ON 04/01/2012 11:03:40 AM

The Rosebud Homeowners Association, Inc.

Policy for Priority of Payments

WHEREAS, the Board of Directors (the "Board") of The Rosebud Homeowners Association, Inc. (the "Association") wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 1. any delinquent assessment;
 2. any current assessment;
 3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 4. any attorney's fees incurred by the association that are not subject to Subsection (3) above;
 5. any fines assessed by the Association;
 6. any other amount owed to the Association.
- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 1. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the

Priority of Payments Policy

basis for foreclosure;

2. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (1);
3. any delinquent assessment;
4. any current assessment;
5. any other amount owed to the Association.
6. any fines assessed by the Association.

This policy shall supersede and render null and void any previously adopted priority of payment/payment plan policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Policy for Priority of Payments was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

Name: _____

Title: _____

Date: _____

STATE OF TEXAS

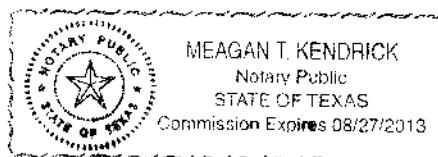
COUNTY OF Tarrant

§
§
§

2011 This instrument was acknowledged before me on the 8th day of November, by _____ of _____, a Texas non-profit corporation, on behalf of said corporation.

Meagan T. Kendrick
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219



02605 1174

VOL. PG.

SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law 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 as stamped herein.



COUNTY CLERK, ELLIS COUNTY, TEXAS

Cindy Hilkey

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 1300918
ON JAN 05, 2012 11:05:34 AM

The Rosebud Homeowners Association, Inc.

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of The Rosebud Homeowners Association, Inc. (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Records Production and Copying Policy is established by the Board:

- A. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

1. Copy charge.

(A) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(B) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- Diskette--\$1.00;
- Magnetic tape--actual cost;
- Data cartridge--actual cost;
- Tape cartridge--actual cost;
- Rewritable CD (CD-RW)--\$1.00;
- Non-rewritable CD (CD-R)--\$1.00;
- Digital video disc (DVD)--\$3.00;
- JAZ drive--actual cost;
- Other electronic media--actual cost;

Records Production and Copying Policy

- VHS video cassette--\$2.50;
- Audio cassette--\$1.00;
- Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;
- Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

2. *Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.*

(A) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(B) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(C) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

3. *Labor charge for locating, compiling, manipulating data, and reproducing public information.*

(A) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(i) Two or more separate buildings that are not physically connected with each other; or

(ii) A remote storage facility.

(C) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(i) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(ii) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(D) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(E) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(F) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

4. *Overhead charge.*

(A) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph(3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(B) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(C) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

5. *Microfiche and microfilm charge.*

(A) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(B) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

6. *Remote document retrieval charge.*

(A) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(B) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

7. Computer resource charge.

(A) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(B) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(C) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(D) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a

mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

(E) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

- 8. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.*
 - 9. Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.*
 - 10. Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).*
 - 11. Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.*
- B. Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: _____

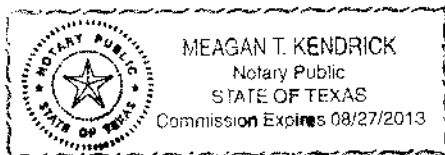
Title: _____

Date: _____

STATE OF TEXAS

COUNTY OF Tarrant§
§
§

This instrument was acknowledged before me on the 5th day of November 2011, by _____ of _____, a Texas non-profit corporation, on behalf of said corporation.



Meagan T. Kendrick
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

02605 1182

VOL. PG.

SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law 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 as stamped hereon.



Candy Hilling
COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 120029
ON Jan 06, 2012 at 08:34:00 AM

The Rosebud Homeowners Association, Inc.

Document Retention Policy

WHEREAS, the Board of Directors (the "Board") of The Rosebud Homeowners Association, Inc. (the "Association") wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

[signature page to follow]

Document Retention Policy

FILED FOR RECORD - FULTON COUNTY, TEXAS
INST NO. 200605 FILING DATE/TIME: SEP 05, 2023 10:34:00 AM

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: _____

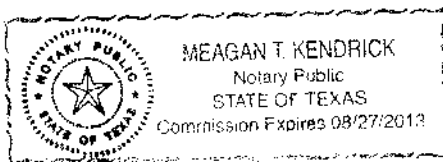
Title: _____

Date: _____

STATE OF TEXAS

COUNTY OF Tarrant§
§
§

This instrument was acknowledged before me on the 8th day of November
20 11, by _____, _____ of _____
_____, a Texas non-profit corporation, on
behalf of said corporation.



Meagan T. Kendrick
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

02605 1167

VOL. PG.

SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law. 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 as stamped hereon.



Cindy Kelley
COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
INSTR NO. 124036
ON JAN 06 2012 AT 08:34:00 AM

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.
[formerly The Rosebud Common Improvements
Maintenance Association, Inc.
[Working Capital Fee]**

I, the undersigned President of **THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit Association (the "**Association**"), hereby certify that, by unanimous consent, the Board of Directors of the Association, at a meeting duly called and held pursuant to the provisions of Article 1396-2.19 of the Texas Non-Profit Corporation Act as codified in the Business Organizations Code), adopted the following resolutions:

WHEREAS, that certain *Declaration of Covenants, Conditions and Restrictions for the Rosebud Development*, recorded on March 7, 2006 as Instrument #: 0606582 in Volume 2201, Page 101, of the Real Property Records of Ellis County Clerk on March 7, 2006, as same may have been supplemented or amended (collectively hereinafter referred to as the "**Declaration**") establishes restrictive covenants for the maintenance, repair, upkeep, and alteration of Lots in The Rosebud Development to preserve and enhance the Lots, and for the common benefit of owners and residents of The Rosebud Development, as more particularly described in the Declaration; and

WHEREAS, the Declaration and applicable Texas law invests in the Board of Directors of the Association the authority to make and publish reasonable rules and policies for the maintenance of Common Areas and the administration and enforcement of the restrictive covenants contained in the Declaration; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish the following rule for the collection of a one-time fee at the time a home is sold with The Rosebud Development;

NOW THEREFORE, BE IT RESOLVED that the Board does hereby **MAKE** the following rule regard the collection of the Working Capital Fee:

1. Working Capital Fee. A Working Capital Fee will be collected from each new homeowner in The Rosebud Development at the time the new owner purchases the home. This shall be a one-time fee for the new owner but will be assessed to a new owner each time the home is sold or conveyed.

2. Amount of Working Capital Fee. The initial amount of the Working Capital Fee shall be \$150.00. The Board shall have the right and authority to revise this amount if, in the Board's judgment, the circumstances make such change necessary or appropriate. The new amount will be applicable only to those purchases of homes closed after the change and shall not affect transactions previously closed.

3. Time of Collection of the Working Capital Fee. The Working Capital Fee will be billed to the purchaser and sent to the title company handling the closing contemporaneously with the furnishing of a resale certificate. Should a resale certificate not be requested, or the Association otherwise have no knowledge of the closing, or the title company fails to collect and remit the Working Capital Fee, the management company shall assess the new owner for the Working Capital Fee immediately upon learning of the conveyance of title. The fee shall be secured by the assessment lien accorded to the Association under the Declaration.

4. Purpose of the Working Capital Fee. The Board shall have the right and authority to use the Working Capital Fee for any and all purposes for which regular assessments are to be applied or such other uses for the welfare and benefit of the Association and The Rosebud Development as the Board may determine.

IT IS FURTHER RESOLVED THAT THIS Working Capital Fee is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

FURTHER RESOLVED, that all actions taken by the officers or authorized agents of the Association, from and after this date, consistent with this Resolution, are hereby approved, ratified, and adopted as the act and deed of the Association.

IN WITNESS WHEREOF, I have hereto set my hand and executed on this 19 day of

October, 2009.

**THE ROSEBUD HOMEOWNERS
ASSOCIATION, INC.,** a Texas non-profit
Association

Ronald B. Forman

Name: Ronald B. Forman

Title: President

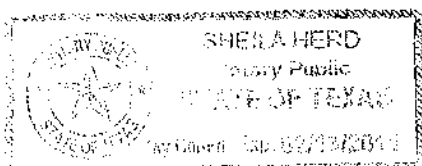
THE STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 19 day of
October, 2009 by Ronald B. Forman, President of The
Rosebud Homeowners Association, Inc., on behalf of said corporation.

[Signature]
Notary Public In and For the State Of Texas



**AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROSEBUD DEVELOPMENT
[Special Assessment]**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Rosebud Development ("Amendment") is executed as of the date listed in the signature block at the end of this instrument by THE ROSEBUD DEVELOPMENT, LTD., a Texas limited partnership ("Declarant").

RECITALS

The Declaration of Covenants, Restrictions and Conditions for Rosebud Development (the "Declaration") was recorded March 7, 2006 as Document No. 0606582 in the Real Property Records of Ellis County, Texas, by Declarant; and

The Declarant desires to make the amendment referenced below to the Declaration by this instrument; and

Article XXXVI of the Declaration provides that Declarant shall have the complete and unrestricted right and privilege to change, revise, modify or delete portions of this Declaration, without the joinder of the Class A Members for as long as Declarant remains the Class B Member.

The Declarant is the Class B Member at this time.

AMENDMENTS

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The first sentence in the first paragraph of Article XXXIII which currently reads:

"Each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided."

A CERTIFIED COPY
Attest: 11/25/08 JDD
Cindy Polley, County Clerk
Ellis County, Texas
By: Spencer Hubbard Deputy

is hereby amended to read:

"Each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments as more fully provided below."

2. The fourth paragraph of Article XXXIII of the Declaration which currently reads:

"As stated in ¶6 of the Addenda, in addition to the annual assessments provided for above, the Association may levy a special assessment on Class A Member Lots for the purpose of defraying all or part of the cost of non-recurring maintenance, reconstruction, repair or replacement of the Common Improvements and such fund shall be solely used for such purpose. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment."

is hereby amended to read:

"As stated in ¶6 of the Addenda, in addition to the annual assessments provided for above, the Association may levy a special assessment on Class A Member Lots for the following purposes: [i] to pay for all or part of the cost of non-recurring maintenance, reconstruction, repair or replacement of the Common Improvements; and [ii] to pay operating costs in excess of the amount received through annual assessments. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment."

All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect.

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, this Amendment to the Declaration is hereby executed by Declarant this 14th day of November, 2008.

DECLARANT:

THE ROSEBUD DEVELOPMENT, LTD.
a Texas limited partnership

By: Arbors Development, LLC,
a Texas limited liability company,
General Partner

By: Ronald B. Forman
Name: Ronald B. Forman
Title: President

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 14th day of November, 2008, by Ronald B. Forman, President of Arbors Development, LLC, a Texas limited liability, general partner of The Rosebud Development, Ltd., a Texas limited partnership, on behalf of said entities.

Carla Felipe
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Premier Communities
5751 Kroger Dr. #142
Keller TX 76248
Attn: Jane Prieto



A CERTIFIED COPY
Attest: [Signature]
Cindy Polley, County Clerk
Ellis County, Texas
by [Signature] Deputy

FILED FOR RECORD - EL PASO COUNTY, TEXAS

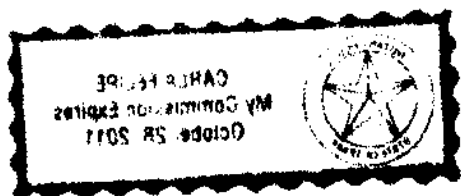
Ref No: 0328672

on Nov 25, 2008 at 10:06:00 AM

A CERTIFIED COPY

Attest: Nov 25, 2008
Cindy Polley, County Clerk
El Paso County, Texas

By Joel Kucharski Deputy



If this note is given to an attorney for collection, or if suit is brought for collection, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

Interest on the debt evidenced by this note shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under the law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment, or if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

When the context requires, singular nouns and pronouns include the plural.

THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.

By: 
JEFF FORMAN

Title: BOARD OF DIRECTORS

2006 MAR -7 PM 1:32

FILED FOR RECD
CINDY POLLEY
ELLIS COUNTY CLERK

RECEIVED
FEBRUARY 28, 2006

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ROSEBUD DEVELOPMENT

February 28, 2006

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROSEBUD DEVELOPMENT

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEBUD DEVELOPMENT is made and executed effective the date of recordation in the Real Property Records of Ellis County, Texas (the "Effective Date") by THE ROSEBUD DEVELOPMENT, LTD., a Texas limited partnership ("**Declarant**"), for the purposes herein set forth as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Declarant has created the Subdivision (hereinafter defined) on the Property for the benefit of the present and future owners of Lots within the Subdivision, and desires to create and carry out a uniform plan for the improvement, development and sale of the Lots; and

WHEREAS, Declarant desires to ensure the preservation of the values and amenities in the Subdivision and for the maintenance of Common Maintenance Areas (hereinafter defined), and to this end desires to further subject the Property, together with such additions as may hereafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each of the Owners thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Maintenance Areas and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, THE ROSEBUD HOMEOWNERS ASSOCIATION, INC. formerly known as THE ROSEBUD COMMON IMPROVEMENTS MAINTENANCE ASSOCIATION, INC., has been incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the functions aforesaid as to the Subdivision, and such other real property as may be annexed thereto and become subject to the jurisdiction of said Association;

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions, easements, charges and liens hereinafter set forth and shall hereafter be subject to the jurisdiction and assessments of THE ROSEBUD HOMEOWNERS ASSOCIATION, INC. on the terms and provisions herein stated:

ARTICLE I PURPOSE

The Property is encumbered by this Declaration for the following reasons: to ensure the best and highest use and most appropriate development of the Property; to protect the Owners against improper use of surrounding Lots; to preserve so far as practicable the natural beauty of the Property; to encourage and secure the erection of attractive improvements on each Lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by Owners of Lots (as hereinafter defined).

This Declaration is an consolidation, amendment and restatement of [i] Building and Use Restrictions executed by the Declarant dated October 30, 2001, and recorded November 8, 2001, in Volume 1814, Page 483, Real Property Records of Ellis County, Texas, including the Common Improvements Maintenance Association Provisions Addendum recorded in Volume 1814, Page 487 of said Records; [ii] Declaration of Deed Restrictions, Covenants and Conditions executed by the Declarant dated August 19, 2003, and recorded August 29, 2003, in Volume 1969, Page 1487, Real Property Records of Ellis County, Texas, including the Common Improvements Maintenance Association Provisions Addendum recorded in Volume 1969, Page 1493 of said Records; [iii] the First Amendment of Declaration of Restrictions Covenants and Conditions executed by the Declarant dated September 15, 2003, and recorded May 13, 2004, in Volume 2035, Page 663, Real Property Records of Ellis County, Texas; [iv] Amendment of Declaration of Restrictions Covenants and Conditions executed by the Declarant dated December 1, 2005, and recorded January 4, 2006, in Volume 2186, Page 70, Real Property Records of Ellis County, Texas; and [v] Amendment of Declaration of Restrictions, Covenants and Conditions executed by Declarant dated February 25, 2004. (All of the above is sometimes collectively called the "Prior Filings".) Declarant has reserved the right to amend these instruments and, to the extent any of the terms and provisions of these instruments conflict with the terms and provisions of this Declaration, the terms and conditions of this Declaration shall control and the foregoing instruments will be deemed amended; provided, that any improvement constructed before the effective date of this Declaration in compliance with the above instruments shall be deemed to be approved hereunder.

ARTICLE II

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings.

(a) "ACC" and "Architectural Control Committee" or "Committee" shall mean and refer to the Architectural Control Committee, its successors and assigns, established pursuant to Article IX below.

(b) "Association" shall mean and refer to THE ROSEBUD HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns as provided for herein. The Association was originally formed as THE ROSEBUD COMMON

IMPROVEMENTS MAINTENANCE ASSOCIATION, INC., and articles in that name are attached hereto. A request for change of name to The Rosebud Homeowners Association, Inc. has been sent to the Office of the Secretary of State and will be recorded as a Dedicatory Instrument, as that term is used in the Texas Property Code, separately from this Declaration. In this Declaration the Association will be referred to as The Rosebud Homeowners Association, Inc.

(c) "Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of said Association.

(d) "Builder Member" shall mean such builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a residence and resale to others.

(e) "Common Areas" and "Common Improvements" shall mean and refer to any and all land, together with any and all improvements situated thereon as the Association may, at any time and from time to time, own or acquire by purchase, dedication or otherwise. By way of example, and not by way of limitation, Common Areas or Common Improvements will include the screening wall, landscaping and parkway between said wall and curb or street pavement along the main ROW and at any entrance to the subdivision and any Private Access areas and Park areas to be maintained by the Association, and, to the extent present, other perimeter and entry walls, monuments and signage, recreational facilities, play ground and/or equipment and other similar items. The Common Improvements are for the use and benefit of the Members and the Association shall assume all maintenance obligations with respect to such Common Improvements. Also, the Association may elect to maintain certain other areas of the Property and any improvements thereon, though not covered by it, and such areas shall also be referred to as "Common Improvements". [Definition of "Common Improvements" is a restatement of the Common Improvements Maintenance Association Provisions Addendum recorded in Volume 1844, Page 487 and in Volume 1969, Page 1493, Real Property Records of Ellis County, Texas.]

(f) "Common Maintenance Areas" shall mean and refer to the Common Areas, Common Improvements, and such other areas, improvements and facilities, including those lying within private easement areas or dedicated public easements or rights-of-way, as the Board from time to time may elect to maintain for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners.

(g) "Declarant" shall mean and refer to THE ROSEBUD DEVELOPMENT, LTD., a Texas limited partnership, its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant under this Declaration.

(h) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for The Rosebud Development, and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

(d) "Living Unit", "Residence", or "Dwelling" shall mean and refer to a Single Family residence and its attached or detached garage situated on a Lot.

(j) "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided residential lot on the Subdivision Plat, together with all improvements located thereon.

(k) "Member" shall mean and refer to all those Owners who are members of the Association as provided herein.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having an interest in the Lot merely as security for the performance of an obligation.

(m) "Property" or "Properties" shall mean and refer to the real property described on Exhibit A attached hereto and such other real property as may be annexed thereto as provided in this Declaration.

(n) "Single Family" shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Living Unit.

(o) "Subdivision" shall mean the portion of the Property which is subdivided for residential purposes as shown on the Subdivision Plat.

(p) "Subdivision Plat" shall mean and refer to the map or plat of The Rosebud Development filed for record in the Deed and Plat Records of Ellis County, Texas and any amendment thereto upon filing of same for record in the Deed and Plat Records of Ellis County, Texas.

ARTICLE III

USE

All Lots in the Subdivision shall be used for Single Family residential purposes except for any Lot owned by the Association or model homes used during marketing.

No Owner shall occupy or use his Lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private Single Family residence for the Owner or his tenant. During the construction and sales period of the initial Living Units, a Builder Member may erect and maintain such structures as are customary in connection with such construction and sale, including, but not limited to, a business office, storage areas, signs, model units, sales office and construction trailer, but the size, location, and design of any such structures shall be subject to ACC approval. All such temporary construction and sales structures shall be aesthetically compatible with the Subdivision, as determined by the ACC in its sole discretion.

No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence construction of improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or between the curb and property line.

No Owner or Owner's agent shall clear, make improvements to, plant within or disturb any Common Maintenance Area except at the written direction of the Association. Neither the Association nor any Owner shall have the right to clear, improve, plant upon or disturb any property other than the Property, except that the Association may, to the extent legally permitted, clear, improve and maintain any Common Maintenance Area.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an Architectural Control Committee. Initially, the Committee shall consist of three (3) member(s). The Declarant shall have the power and authority to establish the number of members of the Committee and to appoint its members, subject to removal at the discretion of the Declarant, and to fill any vacancies in Committee membership. A majority of Committee members may act for the Committee, and no notice of any of its meetings shall be required. Declarant may at any time assign any or all of its rights under this Article IV with respect to Committee membership to the Association, to be exercised by the Board. The sale of the last Lot owned by Declarant and Member Builders within the Properties shall constitute an assignment to the Association of all of Declarant's powers with respect to Committee membership. Committee members shall not be entitled to compensation for their services rendered in such capacity; provided that if professional management performs duties as or for the ACC the Board may charge a reasonable fee to compensate those performing the duties of the Committee in inspecting and approving plans and specifications.

No building, fence, wall, outbuilding or other structure or improvement may be commenced, erected, altered, added onto, placed, maintained or repaired, nor may any exterior painting of any improvement be undertaken, on any Lot until the complete plans including site plans, floor plans depicting room sizes and layouts, exterior elevations and any other plans or information deemed necessary by the ACC for the performance of its function ("Required Plans") are submitted and approved in writing by the Architectural Control Committee as to the (i) conformity and harmony of exterior design, color, type and appearance of exterior surfaces with existing structures in the Subdivision; (ii) quality of workmanship and materials, adequacy of site dimensions, adequacy of design and proper facing of main elevations with respect to nearby streets; and (iii) conformity and harmony with the other standards and restrictions set forth in this Declaration specifically including the provisions of Article V below, and other matters as to which the ACC has been vested with the authority to render a final interpretation and decision. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

Within thirty (30) days after the Owner has submitted to the Committee the Required Plans and written notice that the Owner desires to obtain ACC approval, the Committee shall notify Owner in writing whether the Required Plans are approved or disapproved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ACC may reject

them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event Required Plans submitted by the Owner have not been approved or disapproved within thirty (30) days after being submitted, the Required Plans so submitted will be deemed to have been approved but a deemed approval shall not permit a violation of any of the terms of this Declaration nor extend to any deviation from or alteration to the Required Plans actually submitted nor to any matter requiring a written variance. Material modifications to any materials submitted to the ACC following approval by the ACC shall be resubmitted for its inspection and approval in accordance with this Article IV.

The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one interpretation. The goal of the Committee is to encourage the construction of Dwellings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. Without limiting the foregoing, the ACC is authorized and empowered to consider and review any and all aspects of design, construction and landscaping which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one or more Owners or the general value of Lots in the Property. The ACC shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with the standards set forth in this Declaration, provided that the ACC shall have sole discretion with respect to all standards specified herein. One objective of the ACC is to conform generally with community standards and prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built or maintained in the Property. The ACC shall have the authority, among other things, to prohibit the use of lightweight composition roof material, to require that the colors of roofing materials be earth tones, to require the use of certain types of divided light windows (such as bronzed, white or black), to prohibit or regulate the use of solar or heating panels, to regulate the construction and maintenance of awnings, to require mail boxes and address plates to be of a certain uniform type, material and design, to regulate the style of chimney caps and generally to require that any plans meet the standards of the existing improvements on neighboring Lots. The ACC may from time to time publish and promulgate design guidelines regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration; provided, however, any such published guidelines shall not be binding on the ACC and shall not constitute the sole basis for approval or disapproval of plans, specifications and other materials submitted to the ACC for approval.

The Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of the Declaration or to correct or avoid hardships to Owners. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit an Owner to construct, erect or install a dwelling which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling with such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be

incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. Neither the Declarant nor any member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to any Owner or for the denial of a request for such variance. Each request for a variance submitted hereunder shall be reviewed independently of similar requests, and the grant of a variance to any one Owner shall not constitute a waiver of the Committee's right to deny a variance to another Owner. The decisions of the Architectural Control Committee with respect to variances shall be final and binding upon the applicant.

All decisions of the Committee shall be final and binding, and there shall be no appeal from or procedure to alter of any action of the Committee, except by appropriate judicial procedure for injunctive relief when such action has been patently arbitrary and capricious. In the event of construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner, the Association, Declarant or the Committee may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefor provided that each such offending party shall first be given written notice of the perceived violation and the opportunity for a period of thirty (30) days following such written notice to remedy the violation prior to the filing of suit. It is further provided that the requirements of the Texas Property Code as to notice and hearing, as same may be amended, is expressly incorporated herein by reference and will govern over any conflict with the terms of this Declaration.

Neither the Declarant, members of the ACC, the Association, nor the officers, directors, employees, partners, members, managers, agents or representatives of any of them shall have any liability to any person submitting matters to the ACC for approval or to any Owner of property affected by any decision of the ACC by reason of mistake in judgment, negligence or malfeasance or for any other reason arising out of or in connection with approval or disapproval of matters submitted to the ACC. Any defects or errors in or omissions from the documents submitted to the ACC shall be the responsibility of the entity or person submitting the documents, and the ACC shall have no obligation to check for defects or errors in or omissions from any such documents or to check for such documents' compliance with the general provisions of this Declaration, City codes and regulations, FHA or VA regulations, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

The Architectural Control Committee shall be duly constituted and shall continue to function for the entire term of this Declaration, including any extensions thereof.

ARTICLE V RESTRICTIONS ON LOTS

The following restrictions are incorporated herein from those certain Building and Use Restrictions recorded in Volume 1814, Page 483, Real Property Records of Ellis County, Texas.

as amended and restated by the Declaration of Restrictions Covenants and Conditions recorded in Volume 1969, Page 1487, amended by First Amendment of Deed Restrictions recorded in Volume 2035, Page 663, amended by Amendment of Deed Restrictions recorded in Volume 2186, Page 070, and, unless in conflict with other express provisions of this Declaration, will continue in force and effect:

1. The plat for the Property will comply with City zoning, and houses will be located not less than the distance from the front property lines to building lines as established by the plat. The minimum setback line for each corner Lot from the side street shall be the distance established for the corner Lots in the recorded plat.

2. There shall not be erected on any one Lot designated on the plat, except as hereinafter provided, more than one private dwelling house, garage, servant house, and necessary outbuildings. The Lot shall be occupied by one family only, except in the case of servants living in servant quarters on the premises.

3. At least seventy-five percent (75%) of the total outside wall area of each Dwelling exclusive of window and door openings up to the top plate line of the first story shall be constructed of brick, stone, or other masonry materials and, if there is a second story, one hundred percent (100%) of the total outside area, shall be constructed of brick. [Note: this provision called for 65% masonry on first floor in Volume 1814, Page 483; revised to 75% on first floor and 80% for a second story in Volume 1969, Page 1487; and amended to read as above written by First Amendment of Deed Restrictions recorded in Volume 2035, Page 663, all in the Real Property Records of Ellis County, Texas.]

4. Each residence shall have a minimum living area of 1800 square feet exclusive of breezeways, garages, porches, carports, and balconies.

5. The easements shown on The Rosebud final plat, as filed of record, are reserved for the mutual use and accommodations of garbage collection agencies and all public utilities desiring to use same. Any public utility shall have the right to remove and keep all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the constructions, maintenance, or efficiency of the respective system on any of these easement strips, and any public utility shall, at all times, have the right of ingress and egress to and from, over, across, and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or any part of its respective system without the necessity at any time of procuring permission of anyone.

6. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No boats, trailers, "RV's" (recreational vehicles) shall be parked out front or remain on the Lot so as to be visible from the street or neighboring Lots for any period of time other than loading and unloading.

8. No trailer, basement, tent, shack, barn, garage, or other outbuilding erected in the tract shall at any time be used as a Residence either temporarily or permanently, nor shall any structure of a temporary character be permitted as a residence. Sales and construction trailers used during the construction and/or marketing period shall be allowed for sales and construction purposes only.

9. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or elsewhere in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot or the Property. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot or the Property.

10. No fence shall be permitted to extend nearer to any street than the front line of the Dwelling as herein provided. No fence shall exceed eight (8) feet in height or the City requirements, whichever is less. All fences shall be constructed of wood, masonry, or wrought iron, with the exception of Lots that back up to the Park Area which must be wrought iron only. No chain link fences will be permitted.

11. No Owner shall keep domestic animals in a number greater than normally kept for companionship of a Single Family. The Board or ACC may interpret this restriction to determine the acceptable number of pets. It is the purpose and intention of this restriction to prohibit the ownership and breeding of domestic animals for a commercial purpose. No person shall quarter on the Lot either horses or cows. For purposes of this restriction, the term "domestic animals" specifically excludes horses, cows, hogs, sheep, goats, guinea fowl, ducks, chickens or turkeys, or any other animal that may interfere with the quietude, health, or safety of the community. The Board shall have the authority to interpret or promulgate rules to accomplish the intent of this restriction.

12. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Waste shall be kept in sanitary containers and during construction or restoration the Owner and/or contractor must keep a trash bin on the Lot for trash or debris. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. All waste shall be stored and disposed of in compliance with all applicable City or other governmental requirements.

13. Each contractor or builder of a Residence must have and maintain their own "wash-out" area for concrete during construction.

14. These building and use restrictions are hereby made real covenants running with the land and shall remain in force and effect for a period of thirty (30) years from the date of this Declaration and shall be automatically extended for successive periods of ten (10) years unless a majority vote of the then Owners agree in writing to terminate this Declaration.

15. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be the right of any Owner to prosecute any proceeding at law or in equity against the person violating these covenants either to enjoin him or

them from so doing and/or to recover provable damages, costs and fees for such violation.

16. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. Violation or failure to comply with the foregoing restrictions, covenants, and conditions shall in no way affect the validity of any mortgage, loan or bona fide lien which may, in good faith, be then existing on the Property.

18. No improvement shall be erected, placed or altered on a Lot until the plans, specifications, and plot plan showing the location and design of the improvement have been approved in writing by the ACC in accordance with the provisions of Article IV above.

19. Pursuant to the reservation of right to amend in paragraph 20 immediately below as recorded in Volume 1814, at Page 485, and in Volume 1965, at Page 1490, these restrictions are amended to provide that they shall continue to bind all of the Property, improved and unimproved, for so long as this Declaration is in force and effect as provided in paragraph 14 above.

20. The Rosebud Development, Ltd., the Declarant, reserves the right so long as it or a Builder Member owns any Lot in the addition to amend, revise, or abolish any one or more of the foregoing restrictions and to revise the plat of the Addition by instrument duly executed and acknowledged by it as the Declarant and filed in the Real Property Records of Ellis County, Texas.

21. It is Declarant's intention that every Owner shall have the right and power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration, or any portion hereof, is for any reason determined to be unenforceable in a court of law, Declarant shall have no liability of any kind as a result of such unenforceability and each Owner, acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

22. The Declarant reserves the right to convey and assign to others its rights and powers outlined in this Declaration.

[Provisions added by Amendment of Deed Restrictions.

Volume 2186, Page 0070, Real Property Records of Ellis County, Texas.

To the extent provisions below conflict with 1 - 22 above the below
Provisions with govern unless otherwise provided in this Declaration.]

23. Lot Maintenance. Each Owner or occupant of an Lot shall at all times keep all yards and grass cut in a sanitary, healthful, and attractive manner, edge the street curbs and sidewalks that run near their Lot lines, and shall in no event use any Lot for storage of materials and equipment, except for normal residential requirements in conformity with this Declaration or incident to construction of improvements thereon as approved by the ACC. The drying of clothes in public view is prohibited, and the Owner or occupant of any Lot at the intersection of

streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment or storage piles which are incident to the normal residential requirements of a typical family. No vegetables shall be grown in any area of the Lot visible from a street. Compost heaps may be maintained only in rear yards. No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintain if they are visible from the front street side of the Lot, and no air conditioning apparatus shall be installed on the roof of any Residence or on the ground in front of a Residence. No solar collectors may be installed on the roof of any Dwelling. All Owners and occupants shall comply with any ordinances enacted by the City pertaining to the storage and disposal of garbage, trash and other waste materials. No Lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage, and other waste materials must be stored out of public view in a manner approved by the ACC and in compliance with applicable City or other governmental regulations. Equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

24. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in any Common Area or Common Maintenance Area (except temporary parking of motor vehicles in designated parking areas while using such Common Maintenance Area for its intended purpose) or on any easement.

25. EPA Compliance. The Owner of each Lot shall comply with all Environmental Protection Agency rules and regulations regarding erosion control and compliance with a Storm Water Pollution Prevention Plan affecting the Lots (the "Plan") which will include elements necessary for compliance with the National Pollutant Discharge Elimination System. Neither Declarant nor any Builder will bear any responsibility for complying with a Plan on any Lot upon the sale of such Lot to an Owner.

26. Retaining Walls. Any retaining wall shall be constructed of approved stone. The use of wood or tie walls will not be permitted. Retaining walls greater than four feet in height shall be designed by an engineer licensed in the State of Texas.

27. Carports. Carports are strictly prohibited and will not be allowed.

28. The Aquatic Amenity Center shall be maintained by maintenance funds and shall be considered a Common Improvement Area.

[Provisions added by Declarant in this Declaration.]

29. All Lots in the Subdivision shall be used for Single Family residential purposes. No residential building shall remain incomplete for more than twelve (12) months after construction has commenced. Temporary use may be made of a house for a builder's sales office, which shall be permitted until such house is occupied as a residence, provided such use is approved in writing by Declarant.

30. Every unit shall have and maintain a garage large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. The Board or ACC may alter this provision or promulgate further rules governing garages.

31. The term "residential purposes" as used herein shall be held and construed to exclude any commercial use, industrial use, apartment house, hospital, clinic and/or professional use, and such excluded uses are hereby expressly prohibited. Business use will be permitted providing that the use conforms to zoning regulations, is not detectable by sight, sound or smell, and does not increase or obstruct vehicular or pedestrian traffic.

ARTICLE VI OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a detached garage, storage building, gazebo, spa, greenhouse or childrens' playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the ACC. In no instance shall an outbuilding exceed one (1) story in height other than a detached garage, nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling.

ARTICLE VII BUILDING MATERIALS

[Supplementing Article V, ¶3.]

Roofing shall be architectural, 20-year composition shingles or better, as approved by the ACC. All roofs shall have a pitch of 5:12 or greater.

All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior walls of the dwelling or otherwise approved by the ACC. All front load chimneys will be composed of masonry matching the primary masonry used on the residence. Center load fireplace chimneys may use siding to match the existing materials of the residence or may use masonry matching the primary masonry used on the residence.

ARTICLE VIII FENCES

[Supplementing Article V, ¶10.]

No fence or wall shall be built or maintained forward of the front wall line, nor any hedge planted or maintained forward of the front setback line, of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the ACC. All fences or walls located on a Lot are to be maintained at the expense of the Owner. The ACC is empowered to waive the composition requirements for fences and the height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

No fence, wall or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the curb lines into the street, or in the case of a rounded property corner, from the intersection of three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE IX DRIVEWAYS AND SIDEWALKS

Driveways on each residential Lot and all sidewalks visible from a street can be constructed of broom finish concrete, aggregate concrete, stamped concrete or brick pavers. Other materials and finishes require prior ACC approval. At the time of construction of a residence, the Owner shall also construct a four-foot sidewalk which shall be placed and constructed within the street right of way in accordance with City of Midlothian specifications and ordinances, behind the curb. Location, design and any decorative surface must be approved by the ACC. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways and sidewalks must be shown on the site plan submitted for approval by the ACC. Asphalt and gravel driveways and sidewalks are specifically prohibited.

ARTICLE X TEMPORARY STRUCTURES

[Supplementing Article V, ¶s 2, 7, & 8]

No structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles or similar vehicles shall at any time be parked in view of any other Lot or Living Unit or connected to utilities situated within a Lot. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular or mobile home, whether or not the wheels have

been removed, may be placed or maintained on any Lot. All structures of a temporary character must be approved by the Architectural Control Committee.

ARTICLE XI SIGNS

No signs, banners, or pennants of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale. The sign may state only the name and phone number of the seller and/or their agent. Notwithstanding the foregoing, signs used by the Developer or original home builder to advertise the property during the construction and sales period shall be permitted. Signs advertising subcontractors or suppliers are specifically prohibited. For rent, for lease, signs are subject to ACC approval as to design. Signs making distressed, foreclosures and bankruptcy references are specifically prohibited. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election. The ACC shall have the right to approve or disapprove all verbiage on all signs. Except for signs advertising a Lot for sale and adhering to the provisions of this Article XI, all signs within the Properties shall be subject to the prior written approval of the ACC.

ARTICLE XII MAINTENANCE

[Supplementing Article V, ¶23.]

All yards and lawns shall be kept neat and well maintained, and all grass and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from each Lot, and replacements of equal quality or value promptly installed. Lawns must be properly maintained, and fences must be repaired and maintained. No objectionable or unsightly usage of Lots which is visible to public view will be permitted. Building materials shall not be stored on any Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from each Lot.

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

ARTICLE XIII LANDSCAPING

All front yards and side yards on all Lots must be planted with grass or other ground cover exclusive of any landscaped areas, and all front yards shall be improved with an automatic irrigation system. The front yard of all Lots shall be improved with at least two (2) two inch (2")

caliper trees measured twelve inches (12") above grade. The foundation of the front elevation of all Living Units shall be screened with shrubs or other permanent landscaping. Decorative ground cover rock in the front and side yards may not exceed ten (10%) percent of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, landscape timbers, sodding or landscaping. Allowances may be made for areas left in their natural state depending on their appearance.

ARTICLE XIV VEHICLES

[Supplementing Article V, ¶'s 7, 8, & 24.]

No trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a three-quarter (3/4) ton pick-up, or wrecked, junked or wholly inoperable vehicle may be kept, parked, stored or maintained on any portion of the front yard area of a Lot nor shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots or dwelling and streets. Intermittent overnight parking of trailer, motor home, tent, boat, recreational vehicle or travel trailer for a period of time not to exceed twenty-four (24) consecutive hours will be permitted so long as the Board or ACC does not determine that this right is being abused by recurring and frequent use. No dismantling or assembling of an auto, trailer, any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ACC shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by the ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

No vehicles, trailers, implements or apparatus may be driven or parked on any easement.

All matters set forth in this Article requiring approval shall require the express written approval, in advance, of the ACC.

ARTICLE XV NUISANCES

[Supplementing Article V, ¶6]

No noxious or offensive activity may be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No Owner or occupant may perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or residents.

No exterior lighting of any sort may be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (reasonable security or landscape or tennis court lighting is permitted with the prior approval of the ACC.)

No exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively to protect the Lot and improvements situated thereon or entry door and intercoms) shall be placed or used upon any Lot.

All matters set forth in this Article requiring approval shall require the express written approval, in advance, of the ACC.

ARTICLE XVI GARBAGE AND REFUSE DISPOSAL

[Supplementing Article V, ¶s 12 & 23.]

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

ARTICLE XVII PETS

[Supplementing Article V, ¶ 11.]

No animals, livestock, poultry, exotic or dangerous pets of any type (*i.e.* pit bulls, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community may be raised, bred or kept on any Lot except for cats, dogs or other generally recognized household pets of a reasonable number provided that they are not kept or maintained for any commercial purposes and provided further that no more than a total of four (4) adult animals may be kept on a single Lot. Adult animals for the purpose of this Declaration shall mean and refer to animals one (1) year or older.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance or posing a safety threat to the other residents.

ARTICLE XVIII MINERAL OPERATIONS

[Supplementing Article V, ¶9.]

No drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring

for oil, natural gas or other minerals may be erected, maintained or permitted upon any Lot. No tank for the storage of oil, natural gas or other minerals or fluids may be maintained on any Lot above the surface of the ground. For purposes of this provision, drilling the surface of a Lot for water or any other reason is prohibited.

ARTICLE XIX WATER AND SEWAGE SYSTEMS

No individual water supply system shall be permitted on any Lot, including, but not limited to, water wells.

ARTICLE XX MICROWAVE, RADIO, TV ANTENNA, SATELLITE DISHES AND SOLAR COLLECTORS

[Supplementing Article V, §23.]

No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas may be maintained on any portion of any Lot, except those which are fully enclosed or retractable within the structure of the Living Unit. No microwave dishes, antennas, receivers or transmitters may be placed on any Lot without being fully enclosed or fully screened from public view. Except as provided in the following sentence, no satellite dish may be erected, constructed, placed or permitted to remain on any Lot without the express prior written consent of the ACC, which consent may be conditioned upon the ACC's approval of the screening of the satellite dish from the public's view and of the location of the dish which may not be visible from any street or the ground level of any adjoining Lot and may not extend above the height of any fence. Miniature satellite dishes (39 inches or less in diameter) will be permitted, provided the location and color of the dish will be subject to ACC approval prior to installation, and such dishes are not visible from the street. Towers of any kind are prohibited. Solar apparatus, if erected, must be maintained in such a way that it is screened from public view, installed in a location not visible from the street and rights of way or other parcels or portions thereof and must be approved by the ACC before erection. The above provisions must be interpreted and enforced in compliance with FCC regulations as same may from time to time exist.

ARTICLE XXI PERSONAL CONDUCT OF MEMBERS

While these covenants relate primarily to the construction and maintenance of the Property, it is important to the quiet enjoyment of the Residences by all Owners, that the personal conduct of residents in the Property not, in itself, constitute a nuisance. Therefore, NOTICE IS HEREBY GIVEN THAT no noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance within the Property or any portion thereof. Loud, boisterous, drunken, or threatening conduct, on the part of any Member or resident, tenant, or invitee, or vandalism, or trespassing on the Lot of another Owner, or any activities which injure or may injure persons or property shall, without limitation, be defined as "Offensive Activity". Cumulative of any other fines, penalties or damages provided herein, upon a complaint from any Owner or tenant of an Owner, and after

such investigation as the Board may deem appropriate, a written notice shall be sent by the Board (or the Management Company or attorney retained by the Board) to the Owner of the Lot occupied by the person or person violating this provision (and to the occupant if other than the Owner) specifying the nature of the complaint and making formal demand that it cease. If the offending party is a tenant, the Owner shall have 30 days from formal notice to remove the offending tenant or to otherwise insure that the Offensive Activity does not recur. The Owner, and, if enforceable, the offending party, shall thereafter be subject to a fine to be determined by the Board not to exceed \$500.00 for each subsequent violation. The violation fines shall be levied against the Owner and, if applicable and enforceable, the tenant or other offending party, as a special assessment. The assessment shall include interest at 18% or the highest permissible rate whichever is less and reasonable attorney's fees (if incurred).

ARTICLE XXII UTILITY EASEMENTS AND ACCESS

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

There is hereby created a right of ingress and egress across, over and under the Properties for the sole purpose of installing, replacing, repairing and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas and appurtenances thereto.

ARTICLE XXIII LANDSCAPING, MAINTENANCE, AND OTHER EASEMENTS

[Supplementing and Restating the "Common Improvements
Maintenance Association Provisions Addendum"
recorded in Volume 1814, Page 487
and in
Volume 1969, Page 1493,
Real Property Records of Ellis County, Texas,
called herein the "Addenda",
¶'s 15 & 16 of each instrument.]

Declarant hereby reserves unto itself and the Association, and their respective assigns a perpetual non-exclusive easement as shown on the Final Plat for the purpose of maintaining and

repairing the masonry fence and landscaping built on Lots backing or siding the main ROW, defined in the Addenda as "Fence and Landscaping Easement", and such other maintenance and landscaping easements upon and across Lots as may be necessary to maintain Common Areas and Common Maintenance Areas. The Association and the Declarant and their employees, agents, successors and assigns shall have the right at all reasonable times to enter upon all parts of the easement area for any of the purposes for which the easement area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and carrying out of such purposes, provided the same are done in accordance with the provisions of this Declaration. The Association and the Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in the same condition and repair following any work or activity undertaken in an easement area as it was prior to such activity. Declarant and its assigns shall have a general right of access upon such Lots for the purpose of such initial construction and thereafter for the purpose of repair, maintenance and cleaning of any improvements so constructed pursuant to the power hereby reserved and for the purpose of maintaining and replacing any landscaping or vegetation lying in the easement area. The easement area and fence, wall, monument and landscaping constructed or installed therein, if any, by Declarant pursuant to the rights herein retained shall be transferred and conveyed to the Association following completion of construction and thereafter shall be maintained by the Association in good repair and condition. In the event the Association shall ever fail to promptly make any needed repair, maintenance or cleaning of such improvements or fail to properly and neatly maintain the vegetation and landscaping in the easement area, Declarant and its successors and assigns, shall have the right of entry onto said Lots and right to perform such functions at the expense of the Association.

[Supplementing Article V, ¶23.]

In the event that any Owner fails to maintain his Lot as required herein or in the event of emergency, the Declarant and/or the Association shall have the right, but not the obligation, to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and repair of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and neither the Declarant nor the Association, nor any officer, director, partner, member or manager of either, shall be liable for any damage unless such damage is caused by willful misconduct or gross negligence.

ARTICLE XXIV
DRAINAGE EASEMENTS

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

- (1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the ACC and the City Engineer;

(3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements, except that a fence may be erected over a drainage easement so long as such fence does not impede the flow of water;

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the ACC, the Association and/or Declarant, and neither the ACC, the Association nor the Declarant shall be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the Subdivision.

ARTICLE XXV GARAGES

A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained as a garage for each Living Unit. Each driveway must accommodate two vehicles in front of the garage for off-street parking requirements. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants. This provision is subject to revision by the Board or ACC if deemed necessary to accommodate past design of Residences within the subdivision.

ARTICLE XXVI MAXIMUM HEIGHT

No building or structure erected, altered or placed on, within or in the Properties shall exceed the height allowed by ordinances, regulations and statutes applicable to the Properties with respect to the maximum height of buildings and structures, or by such building criteria as the Board may hereafter promulgate and publish. All provisions contained in this Declaration relating to height shall, at all times, be complied with.

XXVII ADDITIONS

At any time prior to March 1, 2016, the Declarant may, at its sole option, annex additional property to this Declaration to be subject to the terms hereof to the same extent as if originally included herein and subject to such other or different terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant and the owners of the

property to be annexed setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property. From and after the date of such annexation, the term "Property" or "Properties" shall include any such annexed property.

At any time after March 1, 2016, the Board may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein and subject to such other or different terms, covenants, conditions, easements and restrictions as may be imposed thereon. No such annexation shall be effective unless approved in writing by Owners constituting at least two-thirds (2/3) of the outstanding votes of the Members of the Association. Such annexation shall be evidenced by a Declaration of Annexation as described in the preceding paragraph executed by the owners of the property to be annexed and by or on behalf of the Association.

Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Owner to annex any property to this Declaration, and no owner of property excluded from the Declaration shall have any right to have such property annexed thereto.

ARTICLE XXVIII ENFORCEMENT

[Supplementing Article V, ¶21.]

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, the Association, Declarant, or any Owner may prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorneys' fees. The Architectural Control Committee, the Association, and/or the Declarant shall not be charged with any affirmative duty to police, control or enforce the terms of this Declaration, and these duties shall be borne by and be the responsibility of the Owners.

ARTICLE XXIX SECURITY

Security may be provided by the Association from time to time as determined by the Board; provided, however, neither the Declarant nor the Association is now a provider of security, nor shall either be obligated to provide security. Each Owner must provide its own security for its home and property.

ARTICLE XXX
ATHLETIC FACILITIES

Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within ten feet (10') from the front property line of any Lot or the side Lot lines of corner Lots in the Subdivision without the prior written consent of the ACC. All basketball backboards shall be of a clear, see-through material and all supporting poles and stanchions shall be painted either black or dark hunter green.

ARTICLE XXXI
MEMBERSHIP IN THE ASSOCIATION

[A restatement and amendment to the Common Improvements
Maintenance Association Provisions Addendum
Filed in Volume 1814, Page 487
&
Volume 1969, Page 1493.
In event of conflict of terms, the terms hereof shall govern.]

The Association has been in existence since creation by the Prior Filings referenced above. This consolidation, amendment and restatement of the articles of the Association shall be accomplished by the filing of Articles of Incorporation for the Association with the Secretary of State of Texas and the subsequent issuance by the Secretary of State of a Certificate of Incorporation for the Association. The name of the Association will be changed and the change of name certificate filed in the Real Property Records in the immediate future. Declarant shall have no responsibility or liability for (i) the management or operation of the Association, (ii) any actions taken or omitted to be taken by or on behalf of the Association as a result of, in connection with, under or pursuant to this Declaration or the Property or (iii) any liabilities, obligations, debts, actions, causes of action, claims, debts, suits or damages incurred by or on behalf of or arising in connection with the Association, the Property or the duties and obligations of the Association pursuant to this Declaration.

Every person or entity who is a record Owner of a free or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a Member of the Association; provided, however, any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a Member. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot.

ARTICLE XXXII
VOTING RIGHTS

[A restatement and amendment to the Common Improvements
Maintenance Association Provisions Addendum
Filed in Volume 1814, Page 487
&
Volume 1969, Page 1493.
(sometimes called the "Addenda")]

¶'s 11 & 13

In event of conflict with the terms of the Addenda,
the terms hereof shall govern.]

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners as defined in Article II above with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Member shall be Declarant. The Class B Member shall be entitled to nine (9) votes for each Lot owned by it. The Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (b) when neither the Class B Member nor the Builder Members no longer owns a Lot;
- or
- (c) March 1, 2016.

The Declarant shall have the right to annex additional land to this Declaration as provided elsewhere herein. The addition of Lots will extend or reinstate Declarant's rights if the annexation occurs prior to March 1, 2016.

From and after the happening of these events, whichever occurs earlier, each Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot which owns.

Subject to compliance with applicable law, all voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any assessment duly established hereunder or is otherwise in default under this Declaration or under the Bylaws or Rules and Regulations of the Association.

ARTICLE XXXIII
COVENANTS FOR MAINTENANCE ASSESSMENTS

[A restatement and amendment to the Common Improvements
Maintenance Association Provisions Addendum
Filed in Volume 1814, Page 487
&
Volume 1969, Page 1493.
¶'s 2 through 10

In event of conflict with the terms of the Addenda,
the terms hereof shall govern.]

Each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. To secure payment of the annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, there is hereby granted in favor of the Association a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued. No owner may waive or avoid liability for the assessments provided herein by lack of use of the Common Improvements or abandonment of his Lot.

The assessments levied by the Association shall be used for the purpose or promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

The annual assessments for Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The current annual assessment for each has been, or will be, determined pursuant to the provisions of the Addenda. The assessment shall be paid annually in advance, commencing as to each Lot upon the sale of the Lot. The assessment is due and payable on January 1 of each year. The assessment for the year a Lot is acquired to be prorated and to be due and payable upon the date of purchase. Notwithstanding the foregoing, the Board may determine from time to time the amount of the assessment and whether the assessment is to be paid monthly, quarterly, semi-annually, or annually. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer or manager of the Association confirming whether or not the assessments on the Lot have been fully paid.

As stated in ¶6 of the Addenda, in addition to the annual assessments provided for above, the Association may levy a special assessment on Class A Member Lots for the purpose of defraying all or part of the cost of non-recurring maintenance, reconstruction, repair or replacement of the Common Improvements and such fund shall be solely used for such purpose. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

In December of each year the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following calendar year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in

writing, signed by an officer of the Association, setting forth whether said assessment has been paid.

The Association shall establish a maintenance fund from the annual assessments to be used to provide for normal recurring maintenance of the Common Improvements and otherwise for the use and benefit of the Members of the Association. By way of clarification and limitation, the maintenance fund may be used for (i) maintenance of and improvements to all landscaping; (ii) maintenance of and improvements to walls, grounds, lights, irrigation, electricity, medians, signage, etc., (iii) payment of cost and expenses in connection with enforcement of recorded covenants, conditions and restrictions affecting the Property, (iv) payment of costs and expenses in connection with collection and administration of the assessment and maintenance fund, (v) fees and costs related to the employment of professional management for the Association, and (vi) any other things necessary or desirable, in the opinion of the Board of Directors of the Association, to keep the Common Improvements neat, attractive and in good order, or which is considered of general benefit to the Owners, it being understood that the judgment of the Board in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. The Association may also establish and maintain a separate reserve fund for the replacement of the Common Improvements, which fund shall be established and maintained out of regular annual assessments.

Declarant shall be exempt from the annual assessment charged to Owners so long as there is a Class B Membership as herein provided. Declarant will forever be exempt from special assessments.

Effect of Non-Payment of Assessments: The Lien; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum. Upon written notice to an Owner, and the expiration of thirty (30) days following such notice, the Association may bring an action at law against the Owner personally obligated to pay the same to enforce such Owner's payment obligation, and the Association may foreclose its lien against the Owner's Lot. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association and to enforce the power of sale in connection with said lien. The assessment lien herein retained is a contractual lien and may be enforced as provided in Chapter 51 of the Texas Property Code, as amended from time to time, or any successor thereto. The Board may appoint any officer of the Association, manager, or attorney as Trustee to conduct a foreclosure sale and evidence such appointment by a recordable appointment signed by the President of the Association and filed in the county records.

If requested by a lien holder, or at the election of the Board whether or not requested, the Association shall give the holder of a lien sixty (60) days prior written notice of a foreclosure on the Lot, setting out the amount of the delinquent assessments and interest, penalties, and fines incurred. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all other Owners. No Owner shall be freed of liability for any assessments provided for herein by virtue of non-use of Common Area.

In addition to the foregoing charges for delinquent accounts, each Owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association and such reasonable late charges and collection charges as the Board of Directors may establish, all of which shall also be subject to the lien of the Association. Sale of a Lot shall not affect the assessment lien, but foreclosure of a prior lien shall extinguish the assessment lien as to assessments accrued prior to foreclosure.

Subordination of the Lien to Mortgages. The 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 the lien securing any such subsequent assessment.

Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

ARTICLE XXXIV MAINTENANCE FUND AND GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Maintenance Fund. The Board, for the benefit of the Owners, shall establish and maintain a maintenance fund into which shall be deposited the annual assessments collected from Owners and which maintenance fund shall be used to improve, beautify, maintain, manage and operate the Common Maintenance Areas and to operate and manage the Association so as to promote the recreation, health, safety, convenience of the Members. Such uses may include, without limitation, payment of the following:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

(b) Care and preservation of the Common Maintenance Areas.

(c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty, upon ninety (90) days' prior written notice to the managing party) and the services of such other personnel as the Board of Directors or the manager may determine.

(d) Legal, accounting, architectural and engineering services.

(e) A policy or policies of insurance insuring the Association and its directors and officers against any liability to the public or to the Owners (and/or invites or tenants) incident to the operation of the Association in such amounts as determined by the Board of Directors.

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

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

(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

(i) Perpetual maintenance and enhancement of any Common Maintenance Area.

(j) Costs and expenses, including professional services, incurred by the ACC in the exercise of its duties and responsibilities.

(k) Establishing a reserve fund for the periodic maintenance, repair and replacement of improvements in the Common Maintenance Areas, the purpose of any such reserve fund so established by the Board being to ensure the continuous and perpetual use, operation, maintenance and supervision of the Common Maintenance Areas.

(l) Doing any other thing or things necessary or desirable in the judgment of the Board to keep the Property neat, clean, in good order and repair and safe, or which is considered to be for the general benefit of the Association and its Members.

The judgment of the Board in the expenditure of the maintenance fund shall be final and conclusive so long as such judgment is exercised in good faith.

Powers and Duties of Board: The Board, for the benefit of the Members, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Articles of Incorporation or Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes and with regard to the Common Areas, if any, on behalf of the Association.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to governing the business and affairs of the Association.

(d) To protect or defend the Common Maintenance Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation

may be amended or repealed by an instrument signed by Members constituting a majority of the outstanding votes of the Members.

(f) To make available for inspection by Members within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Members at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(i) To collect all assessments and enforce all penalties for non-payment including the enforcing of liens and institution of legal proceedings.

(j) To retain the services of attorneys, accountants and any other person or service provider reasonably necessary for the operation and management of the Association.

The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund, and the exclusive right and obligation to manage the business and affairs of the Association.

The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity, including a professional management company to operate and manage the Association, for the performance of services which the Board is not otherwise required to perform pursuant to the terms hereof, any such contract to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

The Association shall indemnify its directors and officers to the fullest extent provided by the Texas Non-Profit Corporation Act as the same exists or may hereafter be amended.

ARTICLE XXXV TITLE TO COMMON AREAS

All Common Area and Common Improvements within the Properties shall be conveyed to the Association free of lien at Declarant's election but in any event at or prior to the date on which the Class B Membership expires or terminates. The Association shall own all Common Areas and Common Improvements in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area, Common Improvements, or Common Maintenance Area (which terms are used interchangeably in this Declaration).

The Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its officers, directors and Members

covering occurrences on the Common Areas. The policy limits shall be determined by the Board of Directors. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of Members, members of the Board, officers of the Association and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, Members, members of the Board, officers, the management company and other insureds, as their interests may be determined.

The Association shall not convey or mortgage any Common Area without the majority vote of the Members as voting is provided in this Declaration and the Bylaws of the Association.

ARTICLE XXXVI DURATION AND AMENDMENT

This Declaration shall remain in force and effect until March 1, 2031, at which time, the term of this Declaration shall be automatically extended for successive periods of ten (10) years each, except as otherwise hereinafter provided. Upon expiration of the initial or any extended term, the Members may elect to terminate this Declaration upon vote of Owners constituting two-thirds (2/3rds) of the outstanding votes of the Members. In that event, the Board shall cause written evidence of such abandonment to be recorded in the Official Public Records of Real Property of Ellis County, Texas.

As provided in Article I above, Declarant has reserved the right in the Prior Filings described in Article I to amend these covenants, conditions, and restrictions. That reservation of the right to amend is restated at this point in the Declaration and shall continue for so long as Declarant is the Class B Member. Declarant shall have the complete and unrestricted right and privilege to amend, change, revise, modify or delete portions of this Declaration, without the joinder of the Class A Members, and each and every Owner and Member specifically and affirmatively authorizes and empowers Declarant, as their and the Association's attorney-in-fact to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as Declarant (in its sole and absolute discretion) shall deem reasonable and appropriate.

After the expiration or termination of the Class B Membership this Declaration may be amended by written instrument approved by the Owners constituting a majority of the outstanding votes of the Members, provided that no amendment prior to March 1, 2016, shall be effective unless approved and executed by Declarant. Any such amendment shall be filed of record in the Official Public Records of Real Property of Ellis County, Texas.

ARTICLE XXXVII GOVERNMENTAL REQUIREMENTS

Additional Obligations of Builders and Contractors. By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Builder Member and contractor assumes responsibility for complying with all certifications, permitting, reporting,

construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Site (see Federal Register, Volume 57, No. 175, Page 41176 et seq.), and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the Texas Commission on Environmental Quality related to each Lot, including, without limitation, the provisions of chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the benefit of builders and contractors and do not in any way limit the terms and requirements of this covenant and the requirement that all Builder Members and contractors comply with all governmental regulations, and any plan required by such regulations such as a Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each Builder Member and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, shall be deemed to have agreed to indemnify, defend and hold harmless the Declarant from and against any claim, loss, damage, liability, obligation, cost or expense incurred as a result of or by reason of such Builder Member's or contractor's failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

Remedies of Declarant and the Association. By acceptance of a deed to a Lot, each Builder Member and Owner shall be deemed to have agreed that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority exists or have occurred for the purpose of curing any such violations, provided that the Owner or Builder Member has been given ten (10) days' prior written notice and has failed to remedy the complained of violation within such time. Each such Owner and Builder Member shall indemnify, defend and hold harmless Declarant and the Association from and against any claim, loss, damage, liability, obligation, fine, penalty, cost or expense incurred as a result of the act or failure to act of the Owner or Builder Member with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of this Declaration.

Other City Required Disclosure; Maintenance Obligation. Notwithstanding anything to the contrary herein, it is acknowledged and agreed that this is a mandatory common improvement maintenance association, which shall be responsible for maintaining the screening wall and parkway between said wall and the curb or street pavement. The screening wall is privately owned and maintained by the Association.

The City has no obligation to maintain the screening wall. In the event the Association fails to maintain said screening wall and parkway, the City shall have the right to levy an assessment for the expense of the needed repairs or maintenance. Said assessment shall constitute a lien upon each Lot against which the assessment is made. The City shall be the sole judge of whether repair or maintenance is needed.

Any governmental authority or agency, including, but not limited to the City, County, and their respective agents and employees shall have the right to immediate access to the Common Areas at all times if necessary for the preservation of public health, safety and welfare. Should the Association fail to maintain the Common Areas to City specifications for an unreasonable time,

not to exceed ninety (90) days after written request to do so, then the City shall have the same right, power and authority to enforce the Association's rules to levy assessments necessary to maintain the Common Areas. The City may elect to exercise the rights and powers of the Association or its Board, or to take any action required and levy any assessment that the Association might have taken, either in the name of the Association or otherwise to cover the cost of maintenance (or the possible demolition, if such becomes necessary) of any Common Improvements.

ARTICLE XXXVIII GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN ELLIS COUNTY, TEXAS AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OF PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN ELLIS COUNTY, TEXAS.

ARTICLE XXXIX INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or more conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. The interpretation given to language of this Declaration by the Board shall be conclusive unless shown to be arbitrary and capricious and not made in good faith.

ARTICLE XL OMISSIONS

If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

ARTICLE XLI GENDER AND GRAMMAR

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

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

In the event of conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

ARTICLE XLII
ADDITIONAL INFORMATION

Architectural design guidelines for the Subdivision, rules and regulations of the Association, and other documents and information which may affect an Owner, prospective Owner, Builder Member, or contractor for improvements to a Lot are maintained at the offices of the management company. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to this Declaration to determine his rights and obligations.

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EXECUTED as of the Effective Date.

DECLARANT:

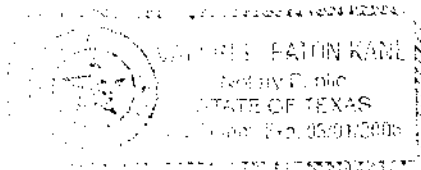
THE ROSEBUD DEVELOPMENT, LTD.,
a Texas limited partnership

By: Arbors Development, LLC,
a Texas limited liability company,
its general partner

By: Ronald B. Forman
Ronald B. Forman,
President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on February 28th, 2006, by Ronald B. Forman, President of Arbors Development, LLC, a Texas limited liability company, acting in its capacity as general partner of THE ROSEBUD DEVELOPMENT, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Eaton Kane
Notary Public in and for
the State of TEXAS
My Commission Expires: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

BEING 74.351 acres in the L. B. Ledbetter Survey, A-589, Ellis County, Texas, being more fully described as The Rosebud, Section One, an addition to the City of Midlothian, Texas, according to the Plat thereof recorded in Volume F, Page 0349, Plat Records of Ellis County, Texas;

And

BEING 49.309 acres in the Alexander James Survey, A-589, L. B. Ledbetter Survey, A-589, and J. H. Singleton Survey, A-960, all in Ellis County, Texas, being more fully described as The Rosebud, Section Two, an addition to the City of Midlothian, Texas, according to the Plat thereof filed September 19, 2005, as Instrument No. 0529186, Plat Records of Ellis County, Texas.

Deeds/Miscellaneous

**SUPPLEMENTAL DECLARATION
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ROSEBUD DEVELOPMENT**

[Annexation of Additional Land – The Rosebud Section Four]

This SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEBUD DEVELOPMENT (hereafter the "Annexation Supplement") is made by The Rosebud Development, Ltd., a Texas limited partnership ("Declarant"), effective as of the date upon which this instrument is recorded in the Real Property Records of Ellis County, Texas.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Rosebud Development ("Declaration"), dated effective March 7, 2006, and recorded in the Real Property Records of Ellis County, Texas, under County Clerk's Document No. 0606582; and

WHEREAS, Article XXVII of the Declaration provides that Additional Land (hereinafter so-called) may be annexed by Declarant into the Property covered by the Declaration without the necessity of the approval or consent of the Association or its Members at any time and from time to time prior to March 1, 2016; and

WHEREAS, Declarant desires to add the Additional Land described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes to the scheme of the Declaration to be governed by the terms and conditions thereof as supplemented or amended hereby;

NOW, THEREFORE, Declarant declares that the Additional Land is and shall be annexed into The Rosebud Development and be subject to the scheme of the Declaration and is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, assessments and liens set forth in the Declaration as supplemented or amended below; provided, that Declarant shall have the right and authority to change development and building standards and criteria to fit the proposed scheme of development for the Additional Land.

All Lot Owners within the Additional Land will be Members of The Rosebud Homeowners Association, Inc. (the "Association") and will have all rights and privileges established for the Association. The Association will be responsible for maintaining all Common Areas within the Property including the Additional Land and will also be authorized to, and responsible for, the enforcement of all restrictive covenants contained herein or in the Declaration.


The Declaration, as expressly supplemented and modified herein, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the 4 day of September, 2013.

DECLARANT:

THE ROSEBUD DEVELOPMENT, LTD.,
a Texas limited partnership

By: **Arbors Development, LLC,**
a Texas limited liability company,
its General Partner

By: 
Brett Forman,
Vice President

STATE OF TEXAS

§

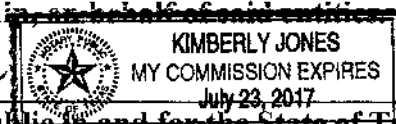
§

COUNTY OF EL PASO

§

This instrument was acknowledged before me on Sept 4, 2013, by Brett Forman, Vice President of Arbors Development, LLC, a Texas limited liability company, acting in its capacity as general partner of The Rosebud Development, Ltd., a Texas limited partnership ~~on behalf of said entities~~





Notary Public in and for the State of Texas

CONSENT, JOINDER AND SUBORDINATION OF MORTGAGEE

Arbors Development, LLC the mortgagee holding a current deed of trust lien on the Additional Land, does hereby consent to the execution and recordation of the foregoing Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Rosebud Development, and agrees that all liens currently held by it shall be subject and subordinate to the provisions of said Supplemental Declaration.

EXECUTED this the 4 day of September, 2013.

By: [Signature]
 Name: Brett Foreman
 Title: Vice President

STATE OF TEXAS §
 §
 COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared Brett Foreman, Vice President of Arbors Development, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a duly authorized officer of said lending institution, and as the act and deed of said institution, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of September, 2013.

Kimberly Jones
 Notary Public, State of Texas

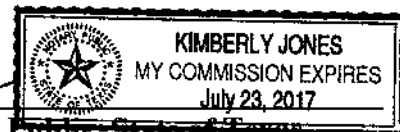


EXHIBIT "A"

A tract of land situated in the L. B. Ledbetter Survey, Abstract No. 631, and J. H. Singleton Survey, Abstract No. 960, County of Ellis, Midlothian, Texas, and more particularly described as follows with bearing related to the City of Midlothian Monumentation:

BEGINNING at the most southwest corner of Lot 2, Block 19, The Rosebud Section Two, recorded in Instrument Number 0529186 of the Plat Records of Ellis County, Texas;

THENCE S88°22'54"W, a distance of 913.40 feet to an ½" iron rod found for a corner at the apparent northeast corner of Hill Crest Phase I recorded in Cabinet "D" Slide 246 of said plat records;

THENCE S00°39'04"E, a distance of 822.96 feet to a point for a corner being 2.51 feet north of an ½" iron rod found in the west boundary of Hill Crest Addition recorded in Cabinet "D" Slide 246 and Cabinet "D" Slide 269 of said plat records;

THENCE S89°11'08"W, a distance of 610.00 feet to a point for corner being N88°47'30"W 5.04 feet from an ½" iron rod found at the apparent northeast corner of a tract conveyed to Mountain Peak Water Supply Corporation recorded in Volume 787, Page 1039 of the deed records of Ellis County;

THENCE N00°39'04"W, a distance of 773.92 feet to a point for corner;

THENCE N27°56'03"E, a distance of 60.00 feet to a point being the point of curve of a non tangent curve to the left, of which the radius point lies N27°56'03"E, a radial distance of 220.00 feet, and has a chord of 156.90 feet that bears S82°57'26"E;

THENCE easterly along said arc, through a central angle of 41°46'59", a distance of 160.44 feet to a point of reverse curve to the right having a radius of 530.00 feet and a central angle of 13°11'51" and a chord of 121.81 feet that bears N82°44'59"E;

THENCE easterly along said arc, a distance of 122.08 feet to a point for a corner;

THENCE N89°20'56"E, a distance of 13.51 feet to the point of curve of a non tangent curve to the left, of which the radius point lies S84°27'51"W, a radial distance of 355.00 feet, and has a chord of 189.50 feet that bears N21°00'56"W;

THENCE northerly along said arc, through a central angle of 30°57'34", a distance of 191.82 feet to a point of reverse curve to the right having a radius of 545.00 feet and a central angle of 36°35'08" and a chord of 342.12 feet that bears N18°12'09"W;

THENCE northerly along said arc, a distance of 348.00 feet to a point for a corner;

THENCE N00°05'26"E, a distance of 459.86 feet to the point of a curve of a non tangent curve to the left, of which the radius point lies N11°37'32"E, a radial distance of 620.00 feet, and has a chord of 34.16 feet that bears S79°57'11"E, in the south line of Lucetta Street dedicated by plat of The Rosebud Section Three recorded in instrument No. 1205793 of the Plat Records of Ellis County, Texas;

THENCE easterly along said arc and south line of Lucetta Street, through a central angle of 03°09'25", a distance of 34.16 feet to a point for a corner;

THENCE N08°28'07"E, a distance of 185.00 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N08°28'07"E, a radial distance of 435.00 feet, and has a chord of 67.98 feet that bears S86°00'47"E, and in the south boundary of said The Rosebud Section Three;

THENCE easterly along said arc and south boundary of said The Rosebud Section Three, through a central angle of 08°57'48", a distance of 68.05 feet to a point for corner;

THENCE N89°30'19"E, a distance of 964.68 feet continuing along said south boundary of said The Rosebud Section Three to a point for corner;

THENCE N68°30'55"E, a distance of 137.85 feet continuing along said south boundary of said The Rosebud Section Three to the northwestern corner of Lot 11, Block 11 of said The Rosebud Section Two;

THENCE S24°09'57"E, a distance of 129.41 feet along the boundary of said Section Two to a point for corner;

THENCE S65°50'03"W, a distance of 55.00 feet continuing along the boundary of said Section Two to a point for a corner;

THENCE S24°09'57"E, a distance of 74.46 feet continuing along the boundary of said Section Two to a point of curve to the right having a radius of 115.00 feet and a central angle of 24°15'23", and a chord of 48.32 feet that bears S12°02'16"E;

THENCE southerly along said arc a distance of 48.69 feet continuing along the boundary of said Section Two to a point for corner;

THENCE S00°05'26"W, a distance of 549.55 feet continuing along the boundary of said Section Two to a point for corner;

THENCE N88°36'33"E, a distance of 49.89 feet continuing along the boundary of said Section Two to a point for corner;

THENCE S01°23'27"E, a distance of 170.00 feet continuing along the boundary of said Section Two to a point for corner;

THENCE N88°36'33"E, a distance of 55.75 feet continuing along the boundary of said Section Two to a point for corner;

THENCE S01°23'27"E, a distance of 186.00 feet continuing along the boundary of said Section Two to the POINT OF BEGINNING and containing 43.753 acres, more or less.

02725 0644

VOL. PG.

SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law 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 as stamped hereon.



Cindy Kelley
COUNTY CLERK, ELLIS COUNTY, TEXAS

After recording please return to:
FirstService Residential
3102 Oak Lawn Avenue Suite 202
Dallas, TX 75219

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 02725-0644
RECORDED 02/14/2013 11:45 AM

**DECLARATION OF ANNEXATION AND SUPPLEMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROSEBUD COMMUNITY IMPROVEMENTS
MAINTENANCE ASSOCIATION, INC.**

[ANNEXATION OF PHASE THREE]

This Declaration of Annexation and First Supplement to the Declaration of Covenants, Conditions and Restrictions for Rosebud Community Improvement Maintenance Association, Inc. (the "**Annexation Supplement**") is executed as of the date identified below at the signature block at the end of this instrument, by The Rosebud Development, LTD., a Texas Limited Partnership ("**Declarant**") and the Lot Owners shown on the signature pages attached hereto (hereinafter collectively called the "**Lot Owners**").

RECITALS

A Declaration of Covenants, Conditions, Restrictions for Rosebud Development, was filed on March 7, 2006, and recorded under Document No. 0606582, Real Property Records, Ellis County, Texas (the "**Declaration**"). The Declaration imposed certain covenants, restrictions, easements, conditions, stipulations, and reservations (collectively, the "**Restrictions**") on land described as Rosebud Development, an addition in Ellis County, Texas ("**Phase 1 & Phase 2**"), according to the Plats recorded in the Plat Records of Ellis County, Texas.

Declarant has the right, under Article XXVII of the Declaration, to annex additional land to become a part of the Property (as defined in the Declaration). The Rosebud Development, LTD. and the Lot Owners own the land legally described on Exhibit A, which is attached hereto. Declarant is executing and recording this document to annex the property identified in Exhibit A into the Development, to make it a part of the Property and to make it subject to the terms and conditions of the Restrictions.

AMENDMENTS

1. Defined Terms. All initially capitalized terms, as used in this Document, shall have the same definitions as provided in the Declaration, unless defined otherwise in this Amendment.
2. Annexation. Declarant and the Lot Owners are hereby annexing the property identified in Exhibit A into the Development, and impose the Declaration upon that property, and declare that the property identified in Exhibit A shall be held, transferred, sold, conveyed, mortgaged, occupied and enjoyed, subject to the Declaration and Amendments (which includes this Supplement). The Declaration is imposed upon the property identified in Exhibit A for the purpose of enhancing and protecting the value, desirability and attractiveness of the property and the Development. The Declaration shall run with the property identified in Exhibit A and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall, subject to the limitations provided in the Declaration, inure to the benefit of each Owner and the Owner's heirs, grantees, distributees, legal representatives, successors and assigns, and to the benefit of the Association.
3. Amendments to Definitions. The term "Property", as defined in the Declaration, is amended to include the property described in the Declaration and the property identified in Exhibit A

which is attached hereto and any additional real property as may be subjected to the provisions of the Declaration in accordance with the provisions of the Declaration. The term "Plat", as defined in the Declaration is amended to mean the plats for the property identified in the Declaration and the property identified in Exhibit A. The term "Common Areas", as defined in the Declaration, is amended to include any Common Areas indicated on any of the plats. The sale by the Declarant of any portion of the Property shall not include the conveyance of any of the rights of the Declarant under this Declaration, Amendments and Supplements unless those rights are specifically conveyed in the conveyance document.

All other covenants, restrictions, easements, conditions, stipulations, and reservations shall remain in full force and effect.

IN WITNESS WHEREOF, this Annexation Supplement to the Declaration is hereby executed by Declarant and the Lot Owners shown on the attached signature sheets to be effective upon recording in the Real Property Records of Ellis County, Texas..

DECLARANT:

The Rosebud Development, Ltd.
a Texas Limited Partnership

By: Arbors Development, LLC.
a Texas Limited Liability Company,
General Partner

Name: Bert Foreman

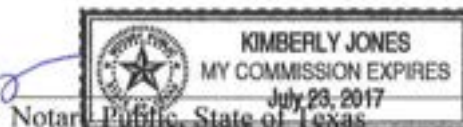
Title: Vice President

THE STATE OF TEXAS

COUNTY OF ELLIS

This instrument was acknowledged before me on Sept 4, 2013, by Bert Foreman, Vice President of Arbors Development, LLC, a Texas Limited Liability Company, General Partner of The Rosebud Development, Ltd, a Texas Limited Partnership, on behalf of said entities.

Kimberly Jones



After recording, return to:

First Service Residential
1240 Keller Parkway, Ste 200
Keller, Tx 76248

(continued on next page)



The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
EIS CONSTRUCTION, INC.	5457 Red Rose Trail	Lot 30/Blk 9
	5461 Red Rose Trail	Lot 31/Blk 9
By: _____	5413 Lamarque Court	Lot 43/Blk 9
Name: _____	5477 Red Rose Trail	Lot 46/Blk 9
Title: _____	5481 Red Rose Trail	Lot 47/Blk 9
	1133 Masquerade Drive	Lot 15/Blk 9
	1129 Masquerade Drive	Lot 16/Blk 10
	937 Masquerade Drive	Lot 23/Blk 10
	933 Masquerade Drive	Lot 24/Blk 10
	929 Masquerade Drive	Lot 25/Blk 10
	925 Masquerade Drive	Lot 26/Blk 10
	921 Masquerade Drive	Lot 27/Blk 10
	917 Masquerade Drive	Lot 28/Blk 10
	913 Masquerade Drive	Lot 29/Blk 10
	909 Masquerade Drive	Lot 30/Blk 10
	934 Masquerade Drive	Lot 2/Blk 11
	926 Masquerade Drive	Lot 4/Blk 11
	5614 Red Rose Trail	Lot 1/Blk 12
	1102 Masquerade Drive	Lot 10/Blk 12
	5406 Lamarque Court	Lot 39/Blk 9
	5418 Lamarque Court	Lot 36/Blk 9
	1101 Masquerade Drive	Lot 31/Blk 10
	1302 Lucetta Court	Lot 12/Blk 15
	5450 Red Rose Trail	Lot 7/Blk 10
	5445 Red Rose Trail	Lot 27/Blk 9

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2013, by _____, the _____ of EIS Construction, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
JHH ROSEBUD, LLC	5465 Red Rose Trail	Lot 32/Blk 9
	5469 Red Rose Trail	Lot 33/Blk 9
	5458 Red Rose Trail	Lot 9/Blk 10
	5466 Red Rose Trail	Lot 11/Blk 10
	941 Masquerade Drive	Lot 22/Blk 10
	918 Masquerade Drive	Lot 6/Blk 11
	1114 Masquerade Drive	Lot 7/Blk 12
	5621 Red Rose Trail	Lot 3/Blk 15
	1310 Lucetta Court	Lot 10/Blk 15
	1306 Lucetta Court	Lot 11/Blk 15

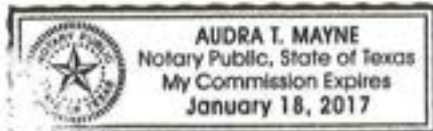
By: Shannon Womack
 Name: Shannon Womack
 Title: VP of Operations

STATE OF TEXAS

COUNTY OF Ellis

can use use

This instrument was acknowledged before me on the 22 day of August, 2013, by Shannon Womack, the VP of operations of JHH Rosebud, LLC., a Texas limited liability company, on behalf of said company.



Audra T. Mayne
 Notary Public, State of Texas

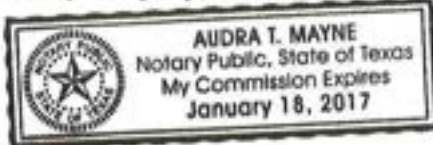
The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
JHH SIGNATURE SERIES, LLC	5410 Lamarque Court	Lot 38/Blk 9
	5430 Red Rose Trail	Lot 2/Blk 10
	1121 Masquerade Drive	Lot 17/Blk 10
By: <u>Shanna Zornack</u>	1313 Lucetta Court	Lot 7/Blk 15
Name: <u>Shanna Zornack</u>	1318 Lucetta Court	Lot 8/Blk 15
Title: <u>VP of Operations</u>	5613 Red Rose Trail	Lot 1/Blk 15
	5605 Red Rose Trail	Lot 52/Blk 9
	5441 Red Rose Trail	Lot 26/Blk 9

STATE OF TEXAS

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§COUNTY OF Ellis

This instrument was acknowledged before me on the 22 day of August, 2013, by Shanna Zornack, the VP of Operations of JHH Signature Series, LLC, a Texas limited liability company, on behalf of said company.

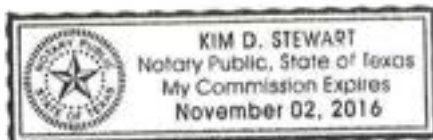


Audra T. Mayne
Notary Public, State of Texas

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX



<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
BLOOMFIELD HOMES, LP	5417 Lamarque Court	Lot 44/Blk 9
	5421 Lamarque Court	Lot 45/Blk 9
By: Bloomfield Properties, Inc.,	5485 Red Rose Trail	Lot 48/Blk 9
A Texas corporation,	5489 Red Rose Trail	Lot 49/Blk 9
General Partner	5493 Red Rose Trail	Lot 50/Blk 9
	5601 Red Rose Trail	Lot 51/Blk 9
	1301 Lucetta Court	Lot 4/Blk 15
By: <u>Timothy M. Stewart</u>	1130 Lucetta Court	Lot 2/Blk 16
Name: _____	1126 Lucetta Court	Lot 3/Blk 16
Title: <u>Timothy M. Stewart</u>	1122 Lucetta Court	Lot 4/Blk 16
Vice President		
Bloomfield Properties, Inc.		
General Partner		
STATE OF TEXAS	§	
COUNTY OF <u>Tarrant</u>	§	

This instrument was acknowledged before me on the 9th day of August, 2013, by Timothy M. Stewart, the Vice President of Bloomfield Properties, Inc., a Texas corporation, the general partner of Bloomfield Homes. LP., a Texas limited partnership, on behalf of said entities.



Kim D. Stewart
Notary Public, State of Texas

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

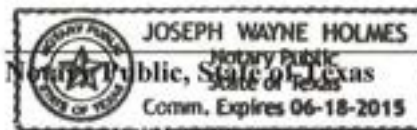
<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
<u></u> Gregory A. Flores	5422 Lamarque Court	Lot 35/Blk 9
<u></u> Carla B. Flores		

STATE OF TEXAS

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COUNTY OF ELLIS

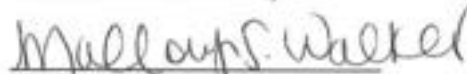
This instrument was acknowledged before me on the 15th day of August, 2013, by Gregory A. Flores and Carla B. Flores.

Stuart Allen Walker, III

5402 Lamarque Court

Lot 40/Blk 9

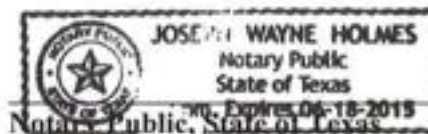

Malory Walker

STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 14th day of September, 2013, by Stuart Allen Walker, III and Malory Walker.

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

NAMEPROPERTY ADDRESSLOT/BLK

Kenneth E. Allen
Kenneth E. Allen

5401 Lamarque Court

Lot 41/Blk 9

Gaynell L. Allen
Gaynell L. Allen

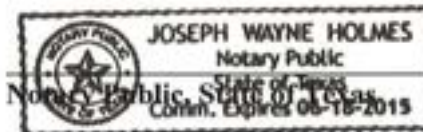
STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 15th day of August, 2013, by Kenneth E. Allen and Gaynell L. Allen.

Joseph Wayne Holmes



Ronald R. Moser, Jr.
Ronald R. Moser, Jr.

5405 Lamarque Court

Lot 42/Blk 9

Robin D. Moser
Robin D. Moser

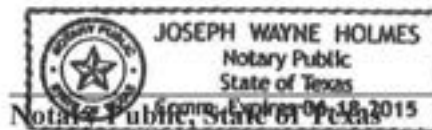
STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 15th day of August, 2013, by Ronald R. Moser and Robin D. Moser.

Joseph Wayne Holmes



The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

NAMEPROPERTY ADDRESSLOT/BLKAshlee R. McAdams

Ashlee R. McAdams,

5446 Red Rose Trail

Lot 6/Blk 10

Jeremiah D. McAdams

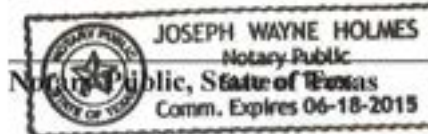
Jeremiah D. McAdams

STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 15th day of August, 2013, by Ashlee R. McAdams.

Joseph Wayne HolmesErnest M. Branscum

Ernest M. Branscum

5454 Red Rose Trail

Lot 8/Blk 10

Starr M. Branscum

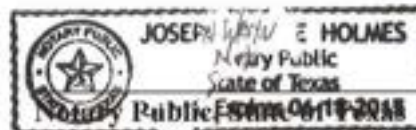
Starr M. Branscum

STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 14th day of September, 2013, by Ashlee R. McAdams.

Joseph Wayne Holmes

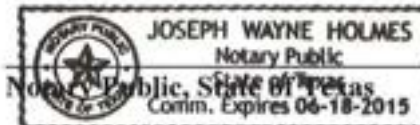
The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
<u>Marvin McCarthy</u>	5470 Red Rose Trail	Lot 12/Blk 10
<u>Janet McCarthy</u>		

STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on the 15th day of August, 2013, by Marvin McCarthy and Janet McCarthy.

Joseph Wayne Holmes

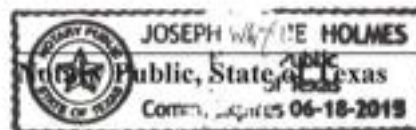


<u>Brinka E. Rauh</u>	5474 Red Rose Trail	Lot 13/Blk 10
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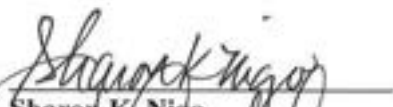
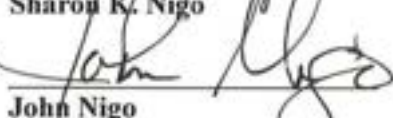
STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on the 14th day of September, 2013, by Brinka E. Rauh.

Joseph Wayne Holmes



The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

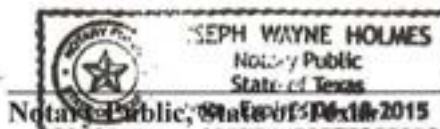
<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
 Sharon K. Nigo	5478 Red Rose Trail	Lot 14/Blk 10
 John Nigo		

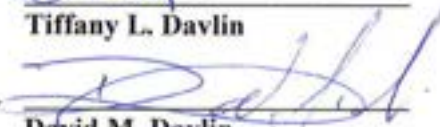
STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 10th day of October, 2013, by Sharon K. Nigo.

Tiffany L. Davlin

David M. Davlin

938 Masquerade Drive

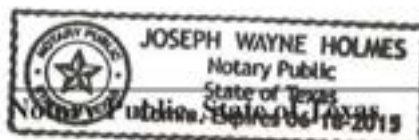
Lot 1/Blk 11

STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 10th day of October, 2013, by Tiffany L. Davlin and David M. Davlin.

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
<u>Brian K. Cozey</u> Brian K. Cozey	930 Masquerade Drive	Lot 3/Blk 11

STATE OF TEXAS

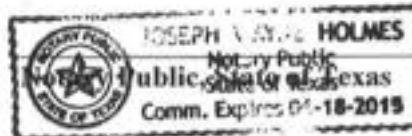
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COUNTY OF ELLIS

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This instrument was acknowledged before me on the 10th day of October, 2013, by Brian K. Cozey.

Joseph Wayne Holmes



Kerry A. Bohrer
Kerry A. Bohrer
Amanda D. Bohrer
Amanda D. Bohrer

922 Masquerade Drive

Lot 5/Blk 11

STATE OF TEXAS

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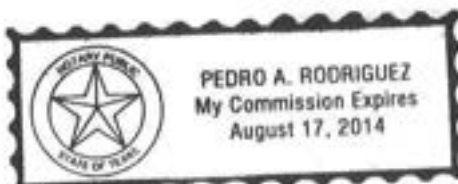
COUNTY OF ELLIS

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This instrument was acknowledged before me on the 10th day of October, 2013, by Kerry A. Bohrer and Amanda D. Baker.

Pedro A. Rodriguez

Notary Public, State of Texas



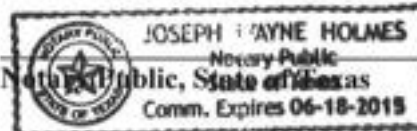
The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
<u>Nathan L. Allen</u> Nathan L. Allen	914 Masquerade Drive	Lot 7/Blk 11
<u>Theresa E. Allen</u> Theresa E. Allen		

STATE OF TEXAS §
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COUNTY OF ELLIS §

This instrument was acknowledged before me on the 12th day of September, 2013, by Nathan L. Allen and Theresa E. Allen.

Joseph Wayne Holmes



see next page
Christopher Weeldreyer 910 Masquerade Drive Lot 8/Blk 11

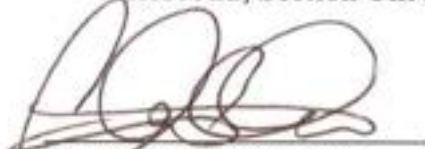
Melissa Weeldreyer

STATE OF TEXAS §
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COUNTY OF ELLIS §

This instrument was acknowledged before me on the ____ day of _____, 2013, by Christopher Weeldreyer.

Notary Public, State of Texas

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX


Christopher Weeldreyer

910 Masquerade Drive

Lot 8/Blk 11


Melissa Weeldreyer

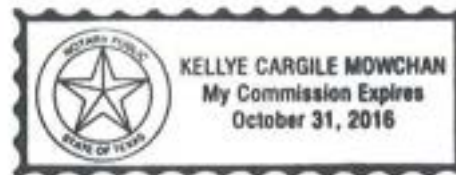
STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 06 day of Nov, 2013, by Christopher Weeldreyer.


Notary Public, State of Texas



The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

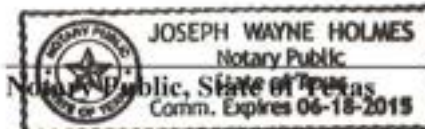
<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
 Gabriel Chappell	906 Masquerade Drive	Lot 9/Blk 11
 Brenda Chappell		

STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 10th day of October, 2013, by Gabriel Chappell and Brenda Chappell.


1126 Masquerade Drive

Lot 4/Blk 12

James M. Carter

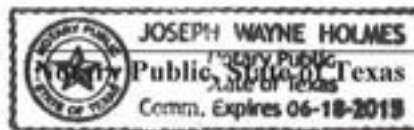

Tami J. Carter

STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 14th day of September, 2013, by James M. Carter and Tami J. Carter.

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
<u>Cecilia A. Hardeman</u> Cecilia A. Hardeman	1122 Masquerade Drive	Lot 5/Blk 12
<u>Colby T. Hardeman</u> Colby T. Hardeman		

STATE OF TEXAS

COUNTY OF ELLIS

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This instrument was acknowledged before me on the 12 day of September 2013, by Cecilia A. Hardeman and Colby T. Hardeman



[Signature]
Notary Public, State of Texas

see next page

<u>Kevin B. Laughlin</u>	1118 Masquerade Drive	Lot 6/Blk 12
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Elizabeth Laughlin

STATE OF TEXAS

COUNTY OF ELLIS

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This instrument was acknowledged before me on the ____ day of _____, 2013, by Kevin M. Laughlin.

Notary Public, State of Texas

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
Cecilia A. Hardeman	1122 Masquerade Drive <i>see previous page</i>	Lot 5/Blk 12
Colby T. Hardeman		

STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on the ____ day of _____, 2013, by Cecilia A. Hardeman and Colby T. Hardeman

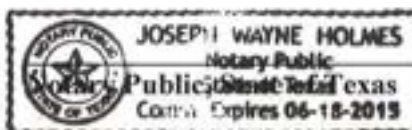
Notary Public, State of Texas

<i>Kevin B. Laughlin</i> Kevin B. Laughlin	1118 Masquerade Drive	Lot 6/Blk 12
<i>Elizabeth Laughlin</i> Elizabeth Laughlin		


STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on the 14th day of September, 2013, by Kevin M. Laughlin.

Joseph Wayne Holmes

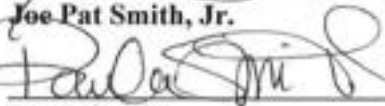


The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

NAMEPROPERTY ADDRESSLOT/BLK

 Joe Pat Smith, Jr.

1110 Masquerade Drive

Lot 8/Blk 12

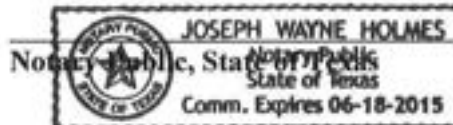

 Paula Smith

STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 15th day of August, 2013, by Joe Pat Smith, Jr.

See next page
18-B 1106 Masquerade Drive

Lot 9/Blk 12

STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the ____ day of _____, 2013, by Harry L. Grant.

 Notary Public, State of Texas


Harry L. Grant

1106 Masquerade Drive

Lot 9/Blk 12

STATE OF TEXAS

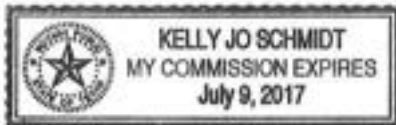
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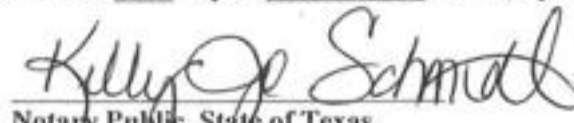
COUNTY OF ELLIS

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This instrument was acknowledged before me on the 21 day of October 2013, by Harry L. Grant.




Notary Public, State of Texas

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
<u>Haythum M. Ghazel</u>	1121 Lucetta Street	Lot 16/Blk 12
<u>Natalie J. Ghazel</u>		

STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the ____ day of _____, 2013, by Haythum M. Ghazel and Natalie J. Ghazel.

Notary Public, State of Texas

<u>Crystal Ashley</u>	1125 Lucetta Street	Lot 17/Blk 12
<u>Christopher Ashley</u>		

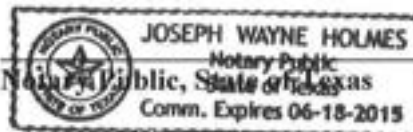
STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 15th day of August, 2013, by Crystal Ashley and Christopher Ashley.

Joseph Wayne Holmes



The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

NAMEPROPERTY ADDRESSLOT/BLK

Nelson L. Skinner
Nelson L. Skinner

1129 Lucetta Street

Lot 18/Blk 12

Natasha Skinner
Natasha Skinner

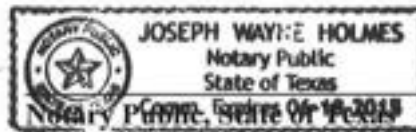
STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 14th day of September, 2013, by Nelson L. Skinner and Natasha Skinner.

Joseph Wayne Holmes



Marty S. Paramore
Marty S. Paramore

1133 Lucetta Street

Lot 19/Blk 12

Ashley N. Paramore
Ashley N. Paramore

STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the ____ day of _____, 2013, by Marty S. Paramore and Ashley N. Paramore.

Notary Public, State of Texas

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
<u>Jeffery A. Bidy</u> Jeffery A. Bidy	1137 Lucetta Street	Lot 20/Blk 12
<u>Cheri D. Bidy</u> Cheri D. Bidy		

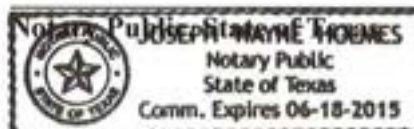
STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 15th day of August, 2013, by Jeffery A. Bidy and Cheri D. Bidy.

Joseph Wayne Holmes



<u>Thomas W. Breehe</u>	5617 Red Rose Trail	Lot 3/Blk 15
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Donna J. Breehe

STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the ____ day of _____, 2013, by Thomas W. Breehe and Donna J. Breehe

Notary Public, State of Texas

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
<u>Ricky L. Ballard</u> Ricky L. Ballard	1305 Lucetta Street	Lot 5/Blk 15
<u>Donna K. Ballard</u> Donna K. Ballard		

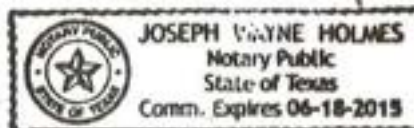
STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 12th day of September, 2013, by Ricky L. Ballard and Donna K. Ballard.

Joseph Wayne Holmes



Notary Public, State of Texas

<u>Michael G. Scott</u> Michael G. Scott	1309 Lucetta Street	Lot 6/Blk 15
<u>Wendy G. Rhoden</u> Wendy G. Rhoden		

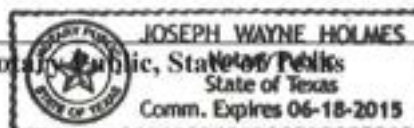
STATE OF TEXAS

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COUNTY OF ELLIS

This instrument was acknowledged before me on the 15th day of August, 2013, by Michael G. Scott and Wendy G. Rhoden.

Joseph Wayne Holmes



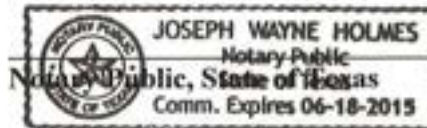
Notary Public, State of Texas

The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
<u>Justin K. Bright</u> <u>Lauren A. Bright</u>	1314 Lucetta Street	Lot 9/Blk 15
STATE OF TEXAS	§	
COUNTY OF ELLIS	§	

This instrument was acknowledged before me on the 15th day of October, 2013, by Justin K. Bright.

Joseph Wayne Holmes



Richard B. Rains

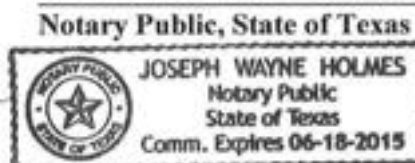
1134 Lucetta Street

Lot 1/Blk 16

STATE OF TEXAS
§
§
COUNTY OF ELLIS
§

This instrument was acknowledged before me on the 15th day of August, 2013, by Richard B. Rains.

Joseph Wayne Holmes



The undersigned own[s] the Lots described below and located in Phase Three of The Rosebud, Section Three, an addition to the City of Midlothian, Ellis County, TX

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>LOT/BLK</u>
<u>David Ursin McClaren, III</u>	5414 Lamarque Court	Lot 37/Blk 9
<u>Christina Theresa McClaren</u>		

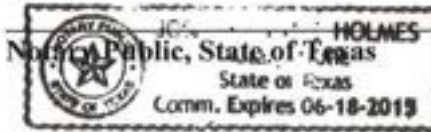
STATE OF TEXAS

§
§
§

COUNTY OF ELLIS

This instrument was acknowledged before me on the 12th day of August, 2013, by David Ursin McClaren, III and Christina Theresa McClaren

Joseph Wayne Holmes



<u>Linda Wagnon</u>	5414 Red Rose Trail	Lot 37/Blk 9
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STATE OF TEXAS

§
§
§

COUNTY OF ELLIS

This instrument was acknowledged before me on the ____ day of _____, 2013, by Linda Wagnon.

Notary Public, State of Texas

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.
ADOPTION OF CONTRACT PROCUREMENT POLICY**

The undersigned, Wendy Anderson, as the duly elected, qualified, and acting Secretary of The Rosebud Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on October 11, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, Chapter 209.0052 of the Texas Property Code (the "**Code**") requires the Association to solicit bids or proposals using a bid process established by the Association for the procurement of any proposed contract for services that will cost more than \$50,000; and

WHEREAS, the Board desires to adopt a contract procurement policy establishing a bid process for the solicitation of bids and proposals for the purpose of complying with the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the contract procurement policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Ellis County, Texas.

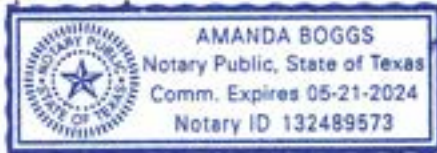


By: Wendy Anderson
Title: Secretary

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on October 13 2021, by Wendy Anderson, Secretary of The Rosebud Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.


Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A

THE ROSEBUD HOMEOWNERS ASSOCIATION, INC. CONTRACT PROCUREMENT POLICY

The intent of this Contract Procurement Policy (the "Policy") is to assist the Board of Directors (the "Board") of The Rosebud Homeowners Association, Inc. (the "Association"), or if applicable, its managing agent (the "Manager") in the procurement of contracts for services in which it is anticipated that the cost of such services shall exceed \$50,000.

The guidance in this policy is intended to provide an outline of required procedures and recommended decision factors for the procurement of certain contracts for services. No policy, however, can provide absolute direction for every circumstance. The Board and/or Manager shall at all times be guided by the good faith exercise of business judgment, common sense, and prudence.

It is also recognized that circumstances may arise that require quick decision making. Nothing in this document is intended to prevent officers and board members from responding in a timely manner to unusual or emergency situations in order to serve the best interests of the Association.

I. PROCUREMENT APPROVAL AND BID REQUIREMENTS

1.1 Applicable Contracts Subject to this Policy. This Policy shall be utilized for the procurement of contracts for services (a "Services Contract") in which it is anticipated that the cost of such services shall exceed \$50,000. For purposes of calculating the cost of the Services Contract, only such costs that are guaranteed under the Services Contract, absent a termination of the Services Contract for cause, shall be included. In other words, if a Services Contract may be terminated at any time for convenience, any costs anticipated under the Services Contract that may be avoided by a termination for convenience as of the effective date of the Services Contract shall not be included in the calculated cost of the Services Contract. By way of illustration, in a one-year Services Contract that may be terminated for convenience with 90-days' notice, only the payments due during the first 90 days of the contract shall be included in the calculation of the costs of such Services Contract.

In addition, only the guaranteed costs during the guaranteed duration of the Services Contract shall be included in the calculation of its cost. If a Services Contract is for a period of one-year, but includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, only the guaranteed costs due during the first year shall be included in the calculation of costs.

Notwithstanding, the Board and/or the Manager may, but is not required to, utilize this Policy for the procurement of contracts for goods or for services in which the cost of such services is less than \$50,000.

1.2 Exceptions to the Utilization of this Policy. The Board and/or the Manager shall not be required to adhere to the Policy under the following circumstances:

EXHIBIT A

1.2.1 The occurrence of a reasonably unforeseen emergency that requires the Association to engage a service provider immediately in order to avoid risk of or further harm to persons or property and there is not sufficient time to allow for the collection and review of bids.

1.2.2 The service at issue does not permit soliciting competitive bids; including services needed to address major facility failures, damages due to disasters, or services necessary to address immediate safety and security issues.

1.2.3 Only one supplier can meet the necessary delivery date with the requirements of established standards, design, quality, or compatibility with existing equipment.

1.2.4 Changing of vendors would disrupt or void existing warranties.

II. REQUESTS FOR QUOTATION AND BID REQUIREMENTS

2.1 Bidding Procedures. When bidding is required, common sense dictates the level of care, detail, and consideration that should be exerted in soliciting bids for services. The intent of this section is to provide general guidance to the Board and/or the Manager on facilitating a bidding process. The Board shall be responsible for insuring the appropriate level of preparation, detail, and due diligence have been met.

2.2. Requests for Quotation ("RFQ"). Prior to solicitation of competitive bids, the Board and/or the Manager will prepare a RFQ consisting of:

2.2.1 Instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of the bids and the address where bids are to be delivered.

2.2.2 A scope of work, delivery and performance schedule, and any special instructions necessary.

2.2.3 If applicable, the contract terms and conditions, including warranty and bonding or other requirements.

2.2.4 A statement regarding how the award will be made, such as the award shall be made to the lowest responsive and responsible bidder or the award shall be made to the responsive and responsible bidder whose bid represents the best value to the Association by optimizing quality, cost, and efficiency.

2.2.5 Additional items to be considered for inclusion in the RFQ may include:

a. Precise statement of work in the case of services.

b. Precise statement of product(s) in the case of property purchases. This should include item identification (part numbers or minimum performance standards for example)

EXHIBIT A

- c. Time frames (beginning and completion dates, schedules, milestones, or length of contract, as appropriate)
- d. Request statement of warranty (if appropriate)
- e. Contact information for vendors to ask questions.
- f. Quotation deadline date(s)
- g. Projected decision date
- h. Specification of bid minimum criteria
- i. Liability insurance requirement(if appropriate)
- j. Copies of appropriate licenses

2.3 Solicitation of Competitive Bids. In general, at least three competitive bids should be obtained from qualified vendors, as applicable, where bidding is required by this Policy. In order for a bid to qualify as a "competitive bid", there must be competition among more than one supplier. A single supplier that submits two or three written bids for comparable products, in an attempt to meet the number of bids required by this Policy, will not individually qualify as having met the "competitively bid" criteria. The Association must receive quotes from more than one supplier in order for the good or service being quoted to meet the criteria of "competitively bid".

In the case of extenuating circumstances, the approval of a Services Contract subject to this Policy may be authorized by the Board based on fewer than three bids if there are circumstances existing that constitute an exception to the utilization of this Policy or there is a lack of qualified vendors reasonably available in the community. If the Board elects to approve a Services Contract subject to this Policy with less than three bids, the reasons for deviating from this Policy shall be documented in the minutes of the meeting at which the Services Contract is approved.

2.4 Vendor Disqualification. Because it is not uncommon for membership on the Board or the Manager to change over time, the persons currently serving as the Board and/or the Manager may not be aware of prior experiences that the Association has had with certain vendors. In order to avoid contracting with a vendor with which the Association has had a bad experience, the Association shall maintain a list of vendors which the Association will not do business with due to past poor performance or other valid reasons. Reasons for inclusion on the list include late performance of deliveries or services, poor quality, failure to make good on warranties, or other valid reasons. Input from other property owners associations may be considered. Additions to the exclusion list must be approved by the Board. Any decision to remove a vendor from the exclusion list must also be approved by the Board. A RFQ shall not be submitted to any vendor on the exclusion list unless approved in advance by the Board.

2.5 Bid Deadline. Bids shall be submitted to the Board and/or the Manager within the deadline specified. Bids received outside of the specified deadline should not be considered unless an insufficient number of bids are received by the Board and/or Manager within the specified deadline.

EXHIBIT A

2.6 Bid Confidentiality. Bids submitted to the Board and/or Manager shall remain confidential and may not be shared with any prospective vendor.

2.7 Interested Vendors. As a general policy, the Association should not do business with members of the Board or persons related to a current member of the Board within the third degree by consanguinity or affinity ("Related Person"), or a company in which a current member of the Board or Related Person has a financial interest in at least 51 percent of the profits of such company (hereinafter, an "Interested Vendor") due to potential conflict of interest. However, it is recognized that under certain circumstances it may be advantageous to the Association to enter into contracts with an Interested Vendor because the Interested Vendor is the only vendor that may have particular skills, offers of discount, familiarity with the needs of the Association, etc. In such event, the procurement process must comply with the additional requirements of Section 209.0052 of the Texas Property Code, which include:

2.7.1 the Association obtains at least two other bids for the contract from persons not associated with the Interested Vendor, if reasonably available in the community;

2.7.2 the interested Board member is not given access to the other bids; does not participate in any Board discussion regarding the contract; and does not vote on the award of the contract;

2.7.3 the material facts regarding the relationship or interest of the Interested Vendor with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor; and

2.7.4 the Board certifies that the requirements of Section 209.0052(a)-(b) have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor.

III. VENDOR SELECTION

3.1 Vendor Selection Considerations. The process diligence and criteria for selecting any vendor varies greatly depending on the value of the expenditure. Common sense suggests that routine purchases of items or services generally available from a variety of sources does not require much consideration or effort. Conversely, higher value purchases and procurement of services and products where expertise and technical considerations are important require proportionally more diligence and effort. The following criteria should be considered:

3.1.1 Cost

3.1.2 Quality

3.1.3 Vendor qualification (appropriate resources, experience, and scale)

3.1.4 Previous history (positive or negative) with the Association or other local property owners associations.

EXHIBIT A

- 3.1.5 Continuity of services (particularly when dealing with infrastructure maintenance)
- 3.1.6 References
- 3.1.7 Expertise and/or experience
- 3.1.8 Conflicts of interest
- 3.1.9 Proof of liability insurance (where applicable)
- 3.1.10 Proof of appropriate license(s) (where applicable)
- 3.1.11 Preference for local vendors

3.2 Selection of Winning Bid. The process of choosing a winning bid will vary depending on the nature of the work to be performed and the value of the expenditure. The Board shall have the discretion of accepting a bid higher than the low bid if justified based on contractor qualifications or other relevant considerations such as expertise or experience.

If an insufficient number of competitive bids that meet all bidding specifications are received by the submission deadline, the Board shall have the discretion of accepting a bid from amongst those received (even if the selected bid does not meet all of the bidding specifications) or soliciting additional bids based on the same or modified criteria.

The final selection of a vendor needs to reflect a common sense consideration of all these criteria. While cost is frequently a very important factor in vendor decisions, many circumstances may exist when there are good reasons to assign greater importance to other criteria. As a general guideline, the more technically difficult or risky the job, the more emphasis should be placed on previous experience, quality, and continuity of services.

3.3 Contract Renewals. If a Services Contract has an automatic renewal provision, each separate contractual period shall be subject to this Policy. In other words, if a Services Contract is for a guaranteed period of one year (without the ability to terminate for convenience) and has an automatic annual renewal period that may be avoided by an affirmative act of the Association, each annual period of time shall be subject to this Policy and may require competitive bidding if the guaranteed cost for each annual period of time exceeds \$50,000. By way of illustration, if a Services Contract is for a period of one-year and has a guaranteed cost of \$49,000, but it includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, and the guaranteed cost of the second year period is \$51,000, the Association shall be obligated to seek competitive bids from the current vendor and additional vendors in compliance with this Policy before permitting the renewal of the Services Contract for an additional year.

IV. CONTRACT CONSIDERATION

4.1 Guidelines for Vendor Contract. The Association intends to follow prudent purchasing procedures in authorizing all expenditures. This is particularly important when

EXHIBIT A

contracts for goods or services are signed on behalf of the Association. The existence of a contract generally signals that the proposed vendor will receive either a higher value purchase order or longer term agreement. Proposed contracts need to reflect a level of due diligence and care in proportion to the value and term of the transaction. The following is a list of considerations that should be reviewed and spelled out in contracts:

4.1.1 Appropriate government regulations must be followed. This may entail building permits or other approvals pertinent to the proposed transaction.

4.1.2 Proof of liability insurance protecting the Association and owners must be received by the Association prior to contract execution.

4.1.3 Vendors must provide proof of appropriate licensing and bonding.

4.1.4 A statement of work appropriate to the value, time frame, and technical difficulty should be included.

4.1.5 In the case of construction and repair projects, the contract should specify an appropriate level of on site management by the vendor and specify procedures for the Association to communicate issues to the vendor during performance of the contract. If appropriate, the contract should acknowledge the use of outside inspection by the Association.

4.1.6 Subcontracting of any portion of the proposed work/product should specify the subcontractor, the specific work/product to be so subcontracted, and a definitive statement of warranty responsibility.

4.17 Contracts should specify appropriate terms including:

- a. Timeframes (start and completion dates)
- b. Renewal conditions
- c. Termination clauses or sunset language
- d. Warranty terms

4.2 Additional Contractual Considerations. In addition to the considerations above, the Board should be aware of common mistakes or problems that arise in the negotiating of contractual terms and/or preparing written vendor contracts:

4.2.1 Accepting vendor contract terms

4.2.2 Failing to obtain legal review of higher value contracts

4.2.3 Insuring contract language makes it clear the vendor is not an employee of the Association

4.2.4 Vague termination or sunset terms

EXHIBIT A

- 4.2.5 Failure to follow the Association's procurement policy
- 4.2.6 Vague warranty terms

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.
ADOPTION OF CONTRACT PROCUREMENT POLICY**

The undersigned, Wendy Anderson, as the duly elected, qualified, and acting Secretary of The Rosebud Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on October 11, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, Chapter 209.0052 of the Texas Property Code (the "**Code**") requires the Association to solicit bids or proposals using a bid process established by the Association for the procurement of any proposed contract for services that will cost more than \$50,000; and

WHEREAS, the Board desires to adopt a contract procurement policy establishing a bid process for the solicitation of bids and proposals for the purpose of complying with the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the contract procurement policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

/SIGNATURE PAGE FOLLOWS/

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Ellis County, Texas.

Wendy Anderson

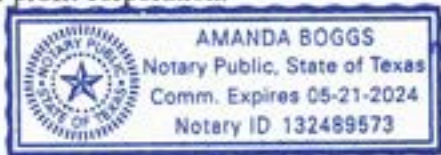
By: Wendy Anderson

Title: Secretary

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on October 13 2021, by Wendy Anderson, Secretary of The Rosebud Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Amanda Boggs
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A

THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.

CONTRACT PROCUREMENT POLICY

The intent of this Contract Procurement Policy (the "Policy") is to assist the Board of Directors (the "Board") of The Rosebud Homeowners Association, Inc. (the "Association"), or if applicable, its managing agent (the "Manager") in the procurement of contracts for services in which it is anticipated that the cost of such services shall exceed \$50,000.

The guidance in this policy is intended to provide an outline of required procedures and recommended decision factors for the procurement of certain contracts for services. No policy, however, can provide absolute direction for every circumstance. The Board and/or Manager shall at all times be guided by the good faith exercise of business judgment, common sense, and prudence.

It is also recognized that circumstances may arise that require quick decision making. Nothing in this document is intended to prevent officers and board members from responding in a timely manner to unusual or emergency situations in order to serve the best interests of the Association.

I. PROCUREMENT APPROVAL AND BID REQUIREMENTS

1.1 Applicable Contracts Subject to this Policy. This Policy shall be utilized for the procurement of contracts for services (a "Services Contract") in which it is anticipated that the cost of such services shall exceed \$50,000. For purposes of calculating the cost of the Services Contract, only such costs that are guaranteed under the Services Contract, absent a termination of the Services Contract for cause, shall be included. In other words, if a Services Contract may be terminated at any time for convenience, any costs anticipated under the Services Contract that may be avoided by a termination for convenience as of the effective date of the Services Contract shall not be included in the calculated cost of the Services Contract. By way of illustration, in a one-year Services Contract that may be terminated for convenience with 90-days' notice, only the payments due during the first 90 days of the contract shall be included in the calculation of the costs of such Services Contract.

In addition, only the guaranteed costs during the guaranteed duration of the Services Contract shall be included in the calculation of its cost. If a Services Contract is for a period of one-year, but includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, only the guaranteed costs due during the first year shall be included in the calculation of costs.

Notwithstanding, the Board and/or the Manager may, but is not required to, utilize this Policy for the procurement of contracts for goods or for services in which the cost of such services is less than \$50,000.

1.2 Exceptions to the Utilization of this Policy. The Board and/or the Manager shall not be required to adhere to the Policy under the following circumstances:

EXHIBIT A

1.2.1 The occurrence of a reasonably unforeseen emergency that requires the Association to engage a service provider immediately in order to avoid risk of or further harm to persons or property and there is not sufficient time to allow for the collection and review of bids.

1.2.2 The service at issue does not permit soliciting competitive bids; including services needed to address major facility failures, damages due to disasters, or services necessary to address immediate safety and security issues.

1.2.3 Only one supplier can meet the necessary delivery date with the requirements of established standards, design, quality, or compatibility with existing equipment.

1.2.4 Changing of vendors would disrupt or void existing warranties.

II. REQUESTS FOR QUOTATION AND BID REQUIREMENTS

2.1 Bidding Procedures. When bidding is required, common sense dictates the level of care, detail, and consideration that should be exerted in soliciting bids for services. The intent of this section is to provide general guidance to the Board and/or the Manager on facilitating a bidding process. The Board shall be responsible for insuring the appropriate level of preparation, detail, and due diligence have been met.

2.2. Requests for Quotation ("RFQ"). Prior to solicitation of competitive bids, the Board and/or the Manager will prepare a RFQ consisting of:

2.2.1 Instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of the bids and the address where bids are to be delivered.

2.2.2 A scope of work, delivery and performance schedule, and any special instructions necessary.

2.2.3 If applicable, the contract terms and conditions, including warranty and bonding or other requirements.

2.2.4 A statement regarding how the award will be made, such as the award shall be made to the lowest responsive and responsible bidder or the award shall be made to the responsive and responsible bidder whose bid represents the best value to the Association by optimizing quality, cost, and efficiency.

2.2.5 Additional items to be considered for inclusion in the RFQ may include:

a. Precise statement of work in the case of services.

b. Precise statement of product(s) in the case of property purchases. This should include item identification (part numbers or minimum performance standards for example)

EXHIBIT A

- c. Time frames (beginning and completion dates, schedules, milestones, or length of contract, as appropriate)
- d. Request statement of warranty (if appropriate)
- e. Contact information for vendors to ask questions.
- f. Quotation deadline date(s)
- g. Projected decision date
- h. Specification of bid minimum criteria
- i. Liability insurance requirement(if appropriate)
- j. Copies of appropriate licenses

2.3 Solicitation of Competitive Bids. In general, at least three competitive bids should be obtained from qualified vendors, as applicable, where bidding is required by this Policy. In order for a bid to qualify as a "competitive bid", there must be competition among more than one supplier. A single supplier that submits two or three written bids for comparable products, in an attempt to meet the number of bids required by this Policy, will not individually qualify as having met the "competitively bid" criteria. The Association must receive quotes from more than one supplier in order for the good or service being quoted to meet the criteria of "competitively bid".

In the case of extenuating circumstances, the approval of a Services Contract subject to this Policy may be authorized by the Board based on fewer than three bids if there are circumstances existing that constitute an exception to the utilization of this Policy or there is a lack of qualified vendors reasonably available in the community. If the Board elects to approve a Services Contract subject to this Policy with less than three bids, the reasons for deviating from this Policy shall be documented in the minutes of the meeting at which the Services Contract is approved.

2.4 Vendor Disqualification. Because it is not uncommon for membership on the Board or the Manager to change over time, the persons currently serving as the Board and/or the Manager may not be aware of prior experiences that the Association has had with certain vendors. In order to avoid contracting with a vendor with which the Association has had a bad experience, the Association shall maintain a list of vendors which the Association will not do business with due to past poor performance or other valid reasons. Reasons for inclusion on the list include late performance of deliveries or services, poor quality, failure to make good on warranties, or other valid reasons. Input from other property owners associations may be considered. Additions to the exclusion list must be approved by the Board. Any decision to remove a vendor from the exclusion list must also be approved by the Board. A RFQ shall not be submitted to any vendor on the exclusion list unless approved in advance by the Board.

2.5 Bid Deadline. Bids shall be submitted to the Board and/or the Manager within the deadline specified. Bids received outside of the specified deadline should not be considered unless an insufficient number of bids are received by the Board and/or Manager within the specified deadline.

EXHIBIT A

2.6 Bid Confidentiality. Bids submitted to the Board and/or Manager shall remain confidential and may not be shared with any prospective vendor.

2.7 Interested Vendors. As a general policy, the Association should not do business with members of the Board or persons related to a current member of the Board within the third degree by consanguinity or affinity ("Related Person"), or a company in which a current member of the Board or Related Person has a financial interest in at least 51 percent of the profits of such company (hereinafter, an "Interested Vendor") due to potential conflict of interest. However, it is recognized that under certain circumstances it may be advantageous to the Association to enter into contracts with an Interested Vendor because the Interested Vendor is the only vendor that may have particular skills, offers of discount, familiarity with the needs of the Association, etc. In such event, the procurement process must comply with the additional requirements of Section 209.0052 of the Texas Property Code, which include:

2.7.1 the Association obtains at least two other bids for the contract from persons not associated with the Interested Vendor, if reasonably available in the community;

2.7.2 the interested Board member is not given access to the other bids; does not participate in any Board discussion regarding the contract; and does not vote on the award of the contract;

2.7.3 the material facts regarding the relationship or interest of the Interested Vendor with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor; and

2.7.4 the Board certifies that the requirements of Section 209.0052(a)-(b) have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor.

III. VENDOR SELECTION

3.1 Vendor Selection Considerations. The process diligence and criteria for selecting any vendor varies greatly depending on the value of the expenditure. Common sense suggests that routine purchases of items or services generally available from a variety of sources does not require much consideration or effort. Conversely, higher value purchases and procurement of services and products where expertise and technical considerations are important require proportionally more diligence and effort. The following criteria should be considered:

3.1.1 Cost

3.1.2 Quality

3.1.3 Vendor qualification (appropriate resources, experience, and scale)

3.1.4 Previous history (positive or negative) with the Association or other local property owners associations.

EXHIBIT A

- 3.1.5 Continuity of services (particularly when dealing with infrastructure maintenance)
- 3.1.6 References
- 3.1.7 Expertise and/or experience
- 3.1.8 Conflicts of interest
- 3.1.9 Proof of liability insurance (where applicable)
- 3.1.10 Proof of appropriate license(s) (where applicable)
- 3.1.11 Preference for local vendors

3.2 Selection of Winning Bid. The process of choosing a winning bid will vary depending on the nature of the work to be performed and the value of the expenditure. The Board shall have the discretion of accepting a bid higher than the low bid if justified based on contractor qualifications or other relevant considerations such as expertise or experience.

If an insufficient number of competitive bids that meet all bidding specifications are received by the submission deadline, the Board shall have the discretion of accepting a bid from amongst those received (even if the selected bid does not meet all of the bidding specifications) or soliciting additional bids based on the same or modified criteria.

The final selection of a vendor needs to reflect a common sense consideration of all these criteria. While cost is frequently a very important factor in vendor decisions, many circumstances may exist when there are good reasons to assign greater importance to other criteria. As a general guideline, the more technically difficult or risky the job, the more emphasis should be placed on previous experience, quality, and continuity of services.

3.3 Contract Renewals. If a Services Contract has an automatic renewal provision, each separate contractual period shall be subject to this Policy. In other words, if a Services Contract is for a guaranteed period of one year (without the ability to terminate for convenience) and has an automatic annual renewal period that may be avoided by an affirmative act of the Association, each annual period of time shall be subject to this Policy and may require competitive bidding if the guaranteed cost for each annual period of time exceeds \$50,000. By way of illustration, if a Services Contract is for a period of one-year and has a guaranteed cost of \$49,000, but it includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, and the guaranteed cost of the second year period is \$51,000, the Association shall be obligated to seek competitive bids from the current vendor and additional vendors in compliance with this Policy before permitting the renewal of the Services Contract for an additional year.

IV. CONTRACT CONSIDERATION

4.1 Guidelines for Vendor Contract. The Association intends to follow prudent purchasing procedures in authorizing all expenditures. This is particularly important when

EXHIBIT A

contracts for goods or services are signed on behalf of the Association. The existence of a contract generally signals that the proposed vendor will receive either a higher value purchase order or longer term agreement. Proposed contracts need to reflect a level of due diligence and care in proportion to the value and term of the transaction. The following is a list of considerations that should be reviewed and spelled out in contracts:

- 4.1.1 Appropriate government regulations must be followed. This may entail building permits or other approvals pertinent to the proposed transaction.
- 4.1.2 Proof of liability insurance protecting the Association and owners must be received by the Association prior to contract execution.
- 4.1.3 Vendors must provide proof of appropriate licensing and bonding.
- 4.1.4 A statement of work appropriate to the value, time frame, and technical difficulty should be included.
- 4.1.5 In the case of construction and repair projects, the contract should specify an appropriate level of on site management by the vendor and specify procedures for the Association to communicate issues to the vendor during performance of the contract. If appropriate, the contract should acknowledge the use of outside inspection by the Association.
- 4.1.6 Subcontracting of any portion of the proposed work/product should specify the subcontractor, the specific work/product to be so subcontracted, and a definitive statement of warranty responsibility.
- 4.1.7 Contracts should specify appropriate terms including:
 - a. Timeframes (start and completion dates)
 - b. Renewal conditions
 - c. Termination clauses or sunset language
 - d. Warranty terms

4.2 Additional Contractual Considerations. In addition to the considerations above, the Board should be aware of common mistakes or problems that arise in the negotiating of contractual terms and/or preparing written vendor contracts:

- 4.2.1 Accepting vendor contract terms
- 4.2.2 Failing to obtain legal review of higher value contracts
- 4.2.3 Insuring contract language makes it clear the vendor is not an employee of the Association
- 4.2.4 Vague termination or sunset terms

EXHIBIT A

- 4.2.5 Failure to follow the Association's procurement policy
- 4.2.6 Vague warranty terms

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.
ADOPTION OF PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE**

The undersigned, Wendy Anderson, as the duly elected, qualified, and acting Secretary of The Rosebud Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on October 11, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, certain recently-enacted statutory laws purport to override or void any provision in the Association's governing documents that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or displaying religious items on their dwelling or property;

WHEREAS, Chapter 202 of the Texas Property Code (the "**Code**") authorizes the Association to adopt dedicatory instrument provisions to impose certain limited permitted regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner's property and/or a property owner or resident's display of religious items on their property or the dwelling located thereon; and

WHEREAS, the Board desires to adopt such permissible regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the regulations set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

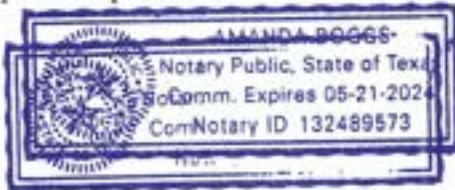
IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Ellis County, Texas.


By: Wendy Anderson
Title: Secretary

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on October 13 2021, by Wendy Anderson Secretary of the The Rosebud Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

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

THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ADOPTING PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE

**STATUTORY-BASED RULES & REGULATIONS FOR
THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.**

I. OPENING RECITALS

1.1 Declaration. These Statutory-Based Rules & Regulations for The Rosebud Homeowners Association, Inc., apply to all real property that is subject to the Declaration of Covenants, Conditions and Restrictions for Rosebud Development recorded on March 7, 2006, at Document No. 0606582 in the Official Public Records of Ellis County, Texas, as amended and supplemented (the "**Declaration**"), such real property constituting the "**Subdivision Development**."

1.2 Authority. The Declaration contains provisions that impose land-use restrictions that regulate the use of lots in the Subdivision Development and the construction or placement of improvements thereon, as well as provisions that prohibit construction or modification of improvements on lots without the prior written approval of the Association's Board of Directors, an architectural review committee, or the Declarant, as the case may be. Certain recently-enacted Texas statutory laws purport to override or void any provision in the Declaration that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or restrict or prohibit property owners or residents from displaying religious items on their dwelling or lots. Notwithstanding, such statutory laws authorize the Association to adopt and enforce certain permissible dedicatory instrument provisions that impose certain limited regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner's property and/or a property owner or resident's display of religious items on their property or the dwelling located thereon.

1.3 Construction & Conflict. These Statutory-Based Rules & Regulations are drafted to be compliant with the provisions of Chapter 202 of the Texas Property Code to which they are inferior. Accordingly, the terms and provisions of these Rules & Regulations are to be liberally construed to give maximum effect to the regulation of swimming pool enclosures, security measures, and displayed religious items permitted under Chapter 202 of the Texas Property Code, but they shall not be construed as a way to evade the protections, permissions, or requirements of Chapter 202. As a convenience to the Association's directors, officers, members, and managers, the pertinent provisions of applicable laws are paraphrased if not restated in these Rules & Regulations. If any provision of these Rules & Regulations conflict with State law, inaccurately paraphrases State law, or inadvertently omits an aspect of State law, the corresponding provision in State law controls. In the event of an apparent conflict between a provision of these Rules & Regulations and a provision in another dedicatory instrument of the Association, an effort must be made to construe the provisions so as to give effect to both, if such construction is reasonable. Otherwise, the provision in these Rules & Regulations is the higher authority for the limited purpose for which it is adopted, superseded only by public law. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

1.4 Severability. Invalidation of any provision of these Rules & Regulations by judgment or court order or subsequent statutory enactment does not affect any other provision, which remains in full force and effect.

1.5 Definitions. The term "Architectural Review Committee" shall mean the Architectural Control Committee. Any other capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration.

1.6 Conflicts. To the extent these Statutory-Based Rules and Regulations directly contradict with any previous guidelines or rules adopted by the Association, these Statutory-Based Rules and Regulations shall control. These Statutory-Based Rules and Regulations are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association..

1.7 Effective Date. These Statutory-Based Rules and Regulations shall be effective as a "Dedictory Instrument" of the Association and the Subdivision Development on the date it is recorded in the Official Public Records of the county or counties in which all or a portion of the Subdivision Development is located.

II. STATUTORY-BASED RULES & REGULATIONS

The following Rules & Regulations are hereby adopted as a Dedictory Instrument for the Association and Subdivision Development:

A. SECURITY MEASURE REGULATIONS

A-1 Building or Installation of Security Measures. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.023), a property owner may build or install security measures, including but not limited to a security camera, motion detector, or perimeter fence, (a "Security Measure"), subject to the requirements of these Security Measure Regulations and permitted applicable provisions of the Declaration.

A-2 Location of Security Measures. A property owner may not build or install a Security Measure on any real property other than real property privately owned by such property owner.

A-3 Perimeter Fencing. A perimeter fence may not be built or installed unless the type of fencing, including without limitation, its design, height, color, and construction material has been approved in writing by the Association's architectural review committee. Notwithstanding, a perimeter fence must be constructed not to exceed four feet in height, if utilized to enclose the front yard of the Lot.

A-4 Continued Application of the Declaration. To the extent applicable provisions of the Declaration or other dedicatory instruments of the Association do not prevent the economical building or installation of a Security Measure, such provisions shall continue to govern the building or installation of the Security Measure.

A-5 Architectural Review of Security Measures. A property owner must apply to the Architectural Review Committee for prior written approval of a proposed Security Measure to

the extent required by the provisions of the Declaration and other dedicatory instruments of the Association. To the extent an applicable provision of the Declaration or other dedicatory instrument would prevent the economical building or installation of a proposed Security Measure, the Architectural Review Committee shall be authorized to modify the application of such provision in a manner that is reasonably intended to allow for the economical building or installation of the proposed Security Measure while still adhering as much as possible to the underlying intent and purpose of the Declaration and other dedicatory instruments, as determined by the Architectural Review Committee in its sole and absolute discretion.

B. RELIGIOUS ITEM DISPLAY REGULATIONS

B-1 Religious Displays. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.018), a property owner or resident may display or affix one or more religious items on the owner's or resident's lot or dwelling constructed thereon ("Religious Item"), provided:

- (1) The display of the Religious Item is motivated by the owner or resident's sincere religious belief;
- (2) No Religious Item may be installed or displayed that threatens the public health or safety;
- (3) No Religious Item may be installed or displayed that violates any law, other than one prohibiting the display of religious items;
- (4) No Religious Item may be installed or displayed that contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
- (5) No Religious Item may be installed or displayed on any real property owned by the Association or maintained by the Association or owned in common by members of the Association;
- (6) No Religious Item may be installed or displayed which violates any applicable building line, right-of-way, setback, or easement; and
- (7) No Religious Item may be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole or fixture.

B-2 Architectural Review of Religious Items. Property owners and residents are encouraged (but not required) to apply to the Architectural Review Committee for confirmation that the proposed Religious Item conforms to these Religious Item Display Regulations. The Association may require a property owner or resident to remove any displayed Religious Item prohibited by the Declaration that does not comply with the requirements of applicable law or these Religious Item Display Regulations.

C. SWIMMING POOL ENCLOSURE REGULATIONS

C-1 Swimming Pool Enclosure. To the extent permitted and protected by applicable law (Texas Property Code Section 202.022), a property owner may install on the owner's property a swimming pool enclosure that conforms to applicable state or local safety requirements (a "Swimming Pool Enclosure"), subject only to the requirements of these Swimming Pool Enclosure Regulations. For purposes of these Swimming Pool Enclosure Regulations, a Swimming Pool Enclosure shall mean a fence that:

- (1) surrounds a water feature, including a swimming pool or spa;
- (2) consists of transparent mesh or clear panels set in metal frames;
- (3) is not more than six feet in height; and
- (4) is designed to not be climbable.

C-2 Regulation of Swimming Pool Enclosures. Swimming Pool Enclosures must comply with the following regulations:

- (1) A Swimming Pool Enclosure must be black in color unless an alternative color is approved by the Architectural Review Committee.
- (2) A Swimming Pool Enclosure must consist of transparent mesh set in metal frames unless an alternative material or design is approved by the Architectural Review Committee.
- (3) A Swimming Pool Enclosure shall not exceed six (6) feet in height, regardless of terrain, unless approved by the Architectural Review Committee.
- (4) A Swimming Pool Enclosure shall be designed to not be climbable.
- (5) A Swimming Pool Enclosure must conform to applicable state or local safety requirements. Notwithstanding the foregoing, it is the property owner's responsibility to ensure conformity with such requirements, and an approval from the Association or its architectural review committee shall not be construed as a warranty or representation that such installation is in fact in accordance with such requirements.

C-3 Architectural Review of Swimming Pool Enclosures. A Swimming Pool Enclosure may be installed by a property owner on his or her property without obtain written approval from the Association's architectural review committee, provided the Swimming Pool Enclosure complies with the Swimming Pool Enclosure Regulations' minimum requirements specified above. Notwithstanding, any Swimming Pool Enclosure that is not black in color or does not consist of transparent mesh set in metal frames must be approved in advance by the architectural review committee.

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.
ADOPTION OF PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE**

The undersigned, Wendy Anderson, as the duly elected, qualified, and acting Secretary of The Rosebud Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on October 11, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, certain recently-enacted statutory laws purport to override or void any provision in the Association's governing documents that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or displaying religious items on their dwelling or property;

WHEREAS, Chapter 202 of the Texas Property Code (the "**Code**") authorizes the Association to adopt dedicatory instrument provisions to impose certain limited permitted regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner's property and/or a property owner or resident's display of religious items on their property or the dwelling located thereon; and

WHEREAS, the Board desires to adopt such permissible regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the regulations set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

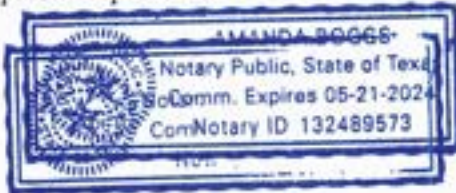
IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Ellis County, Texas.


By: Wendy Anderson
Title: Secretary

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on October 13 2021, by Wendy Anderson Secretary of the The Rosebud Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

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

**STATUTORY-BASED RULES & REGULATIONS FOR
THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.**

I. OPENING RECITALS

1.1 Declaration. These Statutory-Based Rules & Regulations for The Rosebud Homeowners Association, Inc., apply to all real property that is subject to the Declaration of Covenants, Conditions and Restrictions for Rosebud Development recorded on March 7, 2006, at Document No. 0606582 in the Official Public Records of Ellis County, Texas, as amended and supplemented (the "**Declaration**"), such real property constituting the "**Subdivision Development**."

1.2 Authority. The Declaration contains provisions that impose land-use restrictions that regulate the use of lots in the Subdivision Development and the construction or placement of improvements thereon, as well as provisions that prohibit construction or modification of improvements on lots without the prior written approval of the Association's Board of Directors, an architectural review committee, or the Declarant, as the case may be. Certain recently-enacted Texas statutory laws purport to override or void any provision in the Declaration that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or restrict or prohibit property owners or residents from displaying religious items on their dwelling or lots. Notwithstanding, such statutory laws authorize the Association to adopt and enforce certain permissible dedicatory instrument provisions that impose certain limited regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner's property and/or a property owner or resident's display of religious items on their property or the dwelling located thereon.

1.3 Construction & Conflict. These Statutory-Based Rules & Regulations are drafted to be compliant with the provisions of Chapter 202 of the Texas Property Code to which they are inferior. Accordingly, the terms and provisions of these Rules & Regulations are to be liberally construed to give maximum effect to the regulation of swimming pool enclosures, security measures, and displayed religious items permitted under Chapter 202 of the Texas Property Code, but they shall not be construed as a way to evade the protections, permissions, or requirements of Chapter 202. As a convenience to the Association's directors, officers, members, and managers, the pertinent provisions of applicable laws are paraphrased if not restated in these Rules & Regulations. If any provision of these Rules & Regulations conflict with State law, inaccurately paraphrases State law, or inadvertently omits an aspect of State law, the corresponding provision in State law controls. In the event of an apparent conflict between a provision of these Rules & Regulations and a provision in another dedicatory instrument of the Association, an effort must be made to construe the provisions so as to give effect to both, if such construction is reasonable. Otherwise, the provision in these Rules & Regulations is the higher authority for the limited purpose for which it is adopted, superseded only by public law. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

1.4 Severability. Invalidation of any provision of these Rules & Regulations by judgment or court order or subsequent statutory enactment does not affect any other provision, which remains in full force and effect.

1.5 Definitions. The term "Architectural Review Committee" shall mean the Architectural Control Committee. Any other capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration.

1.6 Conflicts. To the extent these Statutory-Based Rules and Regulations directly contradict with any previous guidelines or rules adopted by the Association, these Statutory-Based Rules and Regulations shall control. These Statutory-Based Rules and Regulations are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association..

1.7 Effective Date. These Statutory-Based Rules and Regulations shall be effective as a "Dedictory Instrument" of the Association and the Subdivision Development on the date it is recorded in the Official Public Records of the county or counties in which all or a portion of the Subdivision Development is located.

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A-4 Continued Application of the Declaration. To the extent applicable provisions of the Declaration or other dedicatory instruments of the Association do not prevent the economical building or installation of a Security Measure, such provisions shall continue to govern the building or installation of the Security Measure.

A-5 Architectural Review of Security Measures. A property owner must apply to the Architectural Review Committee for prior written approval of a proposed Security Measure to

the extent required by the provisions of the Declaration and other dedicatory instruments of the Association. To the extent an applicable provision of the Declaration or other dedicatory instrument would prevent the economical building or installation of a proposed Security Measure, the Architectural Review Committee shall be authorized to modify the application of such provision in a manner that is reasonably intended to allow for the economical building or installation of the proposed Security Measure while still adhering as much as possible to the underlying intent and purpose of the Declaration and other dedicatory instruments, as determined by the Architectural Review Committee in its sole and absolute discretion.

B. RELIGIOUS ITEM DISPLAY REGULATIONS

B-1 Religious Displays. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.018), a property owner or resident may display or affix one or more religious items on the owner's or resident's lot or dwelling constructed thereon ("Religious Item"), provided:

- (1) The display of the Religious Item is motivated by the owner or resident's sincere religious belief;
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- (3) No Religious Item may be installed or displayed that violates any law, other than one prohibiting the display of religious items;
- (4) No Religious Item may be installed or displayed that contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
- (5) No Religious Item may be installed or displayed on any real property owned by the Association or maintained by the Association or owned in common by members of the Association;
- (6) No Religious Item may be installed or displayed which violates any applicable building line, right-of-way, setback, or easement; and
- (7) No Religious Item may be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole or fixture.

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C-1 Swimming Pool Enclosure. To the extent permitted and protected by applicable law (Texas Property Code Section 202.022), a property owner may install on the owner's property a swimming pool enclosure that conforms to applicable state or local safety requirements (a "Swimming Pool Enclosure"), subject only to the requirements of these Swimming Pool Enclosure Regulations. For purposes of these Swimming Pool Enclosure Regulations, a Swimming Pool Enclosure shall mean a fence that:

- (1) surrounds a water feature, including a swimming pool or spa;
- (2) consists of transparent mesh or clear panels set in metal frames;
- (3) is not more than six feet in height; and
- (4) is designed to not be climbable.

C-2 Regulation of Swimming Pool Enclosures. Swimming Pool Enclosures must comply with the following regulations:

- (1) A Swimming Pool Enclosure must be black in color unless an alternative color is approved by the Architectural Review Committee.
- (2) A Swimming Pool Enclosure must consist of transparent mesh set in metal frames unless an alternative material or design is approved by the Architectural Review Committee.
- (3) A Swimming Pool Enclosure shall not exceed six (6) feet in height, regardless of terrain, unless approved by the Architectural Review Committee.
- (4) A Swimming Pool Enclosure shall be designed to not be climbable.
- (5) A Swimming Pool Enclosure must conform to applicable state or local safety requirements. Notwithstanding the foregoing, it is the property owner's responsibility to ensure conformity with such requirements, and an approval from the Association or its architectural review committee shall not be construed as a warranty or representation that such installation is in fact in accordance with such requirements.

C-3 Architectural Review of Swimming Pool Enclosures. A Swimming Pool Enclosure may be installed by a property owner on his or her property without obtain written approval from the Association's architectural review committee, provided the Swimming Pool Enclosure complies with the Swimming Pool Enclosure Regulations' minimum requirements specified above. Notwithstanding, any Swimming Pool Enclosure that is not black in color or does not consist of transparent mesh set in metal frames must be approved in advance by the architectural review committee.

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.**

**ADOPTION OF PROCEDURES AND GUIDELINES FOR CONDUCTING
HEARINGS PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**

The undersigned, Wendy Anderson, as the duly elected, qualified, and acting Secretary of The Rosebud Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on October 11, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for Rosebud Development recorded on March 7, 2006, at Document No. 0606582 in the Official Public Records of Ellis County, Texas, as may be amended from time to time (collectively, the "**Declaration**").

WHEREAS, Chapter 209 of the Texas Property Code requires the Board to conduct a hearing, if timely requested by a property owner, for the appellate review of negative architectural review determinations and before the Association may suspend a property owner's right to use a common area, file a suit against a property owner (other than a lawsuit seeking a temporary restraining order or temporary injunctive relief or a lawsuit to collect a regular or special assessment or to foreclose an assessment lien), charge a property owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the Association, or report any delinquency of a property owner to a credit reporting service.

WHEREAS, the Board desires to adopt procedures and guidelines for conducting such hearings in compliance with Chapter 209 of the Texas Property Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the procedures and guidelines set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Ellis County, Texas.

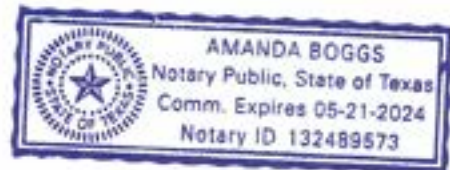

By: Wendy Anderson
Title: Secretary

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on October 25 2021, by Wendy Anderson, Secretary of The Rosebud Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.


Notary Public Signature



AFTER RECORDING PLEASE RETURN TO:

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



EXHIBIT A

THE ROSEBUD HOMEOWNERS ASSOCIATION, INC. PROCEDURES AND GUIDELINES FOR CONDUCTING HEARINGS PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE

ARTICLE I Introduction and Purpose

The Rosebud Homeowners Association, Inc., a Texas nonprofit corporation (the "Association") is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for Rosebud Development recorded on March 7, 2006, at Document No. 0606582 in the Official Public Records of Ellis County, Texas, as may be amended from time to time (the "Declaration").

Chapter 209 of the Texas Property Code imposes certain due process procedures that the Association must perform before it may enforce restrictive covenants and other terms and provisions of the Declaration. In particular, Section 209.006 of the Texas Property Code requires the Board to provide a property owner with a statutorily-mandated notice (the "Chapter 209 Notice"), and to conduct a hearing if timely requested by such property owner, before the Association may suspend a property owner's right to use a common area, file a suit against a property owner (other than a lawsuit seeking a temporary restraining order or temporary injunctive relief or a lawsuit to collect a regular or special assessment or to foreclose an assessment lien), charge a property owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the Association, report any delinquency of a property owner to a credit reporting service, or hold a property owner liable of attorneys fees incurred by the Association associated with such enforcement action by the Association (a "Chapter 209 Enforcement Hearing"). In addition, Section 209.007 of the Texas Property Code imposes statutory procedures for providing notice of and conducting a Chapter 209 Enforcement Hearing.

In addition, the 2021 Texas legislature enacted Section 209.00505 of the Texas Property Code, which establishes authority for the appellate review by the Association's Board of Directors (the "Board") of negative architectural determinations made by the Association's Architectural Control Committee (the "Architectural Committee"). Section 209.00505 also imposes statutory procedures for providing notice of and conducting a hearing by the Board for the appellate review of such architectural determinations (a "Chapter 209 Architectural Review Hearing").

The purpose of these procedures and guidelines (the "Guidelines") is to assist the Board in scheduling, providing notice of, and conducting Chapter 209 Enforcement Hearings and Chapter 209 Architectural Review Hearings in compliance with Chapter 209 of the Texas Property Code and to provide property owners requesting such hearings with notice of the procedures and guidelines that will govern such proceedings.

ARTICLE II Chapter 209 Architectural Review Hearings

2.1 Scope of the Board's Appellate Review Authority. Unless the Declaration provides otherwise, the Board's authority to conduct an appellate review of an architectural determination

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by the Architectural Committee shall be limited to a decision by the Architectural Committee denying an application or request by a property owner for the construction or modification of an improvement on the property owner's lot pursuant to Section 209.00505 of the Texas Property Code. The authority of the Board to review decisions of the Architectural Committee under Section 209.00505 does not extend to an approval of a property owner's application for the construction or modification of an improvement or a denial of a request for a variance from compliance with the provisions of the Declaration.

2.2 Requesting Appellate Review of an Architectural Determination. To be effective, a request for appellate review by the Board of an eligible architectural determination must be in writing and received by the Association within thirty (30) days from the date written notice of such architectural determination was mailed by certified mail, hand-delivered, or emailed to the property owner in compliance with Section 209.00505 of the Texas Property Code. The written request for appellate review 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 appellate review of an eligible architectural determination shall waive the Board's appellate review authority.

2.3 Scheduling and Notice of the Chapter 209 Architectural Review Hearing. The Board shall conduct a Chapter 209 Architectural Review Hearing within thirty (30) days from the date the Board receives a property owner's timely written request for appellate review. The Board shall also provide the property 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 Architectural Review Hearing may be mailed, hand-delivered, or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such property owner. The Board or the requesting property 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 property owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting property 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 a property owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

2.4 Location of the Chapter 209 Architectural Review Hearing. A Chapter 209 Architectural Review Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. In addition, a Chapter 209 Architectural Review Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the property owner is afforded the reasonable ability to present information relevant to the appellate review of the architectural determinations concerning the property owner's application or request for the construction or modification of an improvement that are at issue. Upon the agreement of the Board and the property owner, a Chapter 209 Architectural Review Hearing may be conducted at the property for which the architectural determinations at issue relate.

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2.5 Attendance at the Chapter 209 Architectural Review Hearing. The Board and the requesting property owner may be represented by legal counsel at a Chapter 209 Architectural Review Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Architectural Review 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 appellate review of the architectural determinations concerning the property owner's application or request for the construction or modification of an improvement that are at issue.

2.6 Conduction of the Chapter 209 Architectural Review Hearing. At the Chapter 209 Architectural Review Hearing, the Board (or a designated representative of the Association) and the requesting property owner (or the property owner's designated representative) shall each be provided the opportunity to discuss, verify facts, and resolve the denial of the property owner's application or request for the construction of improvements, and the changes, if any, requested by the Architectural Committee in the written denial of such application or request. In order to conduct such process in an orderly manner, the Board shall use the script attached to these Guidelines as Exhibit A-1. An audio recording of the Chapter 209 Architectural Review Hearing may be made by the Board or the property owner.

2.7 Appellate Review Ruling by the Board. The Board shall have the authority to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee concerning the application or request for the construction or modification of an improvement that is the subject of the Board's appellate review. Such authority shall include the power to modify or reverse decisions by the Architectural Committee previously approving components of the requesting property owner's application or request for the construction or modification of an improvement. The Board's ruling may be conditioned upon the property owner's agreement to modify the proposed construction or modification of the improvement at issue or upon the owner's agreement to other reasonable terms and conditions (such as installation of landscaping or screening). The Board may, but is not required to, state the basis for its determinations in the written ruling. Notwithstanding anything to the contrary, the Board's ruling shall be consistent with the terms and provisions of the Declaration and no architectural determinations made by the Board pursuant to its appellate review of the Architectural Committee's determinations may exceed the architectural review authority vested in the Architectural Committee by the Declaration. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered or emailed to the requesting property owner within ten (10) business days from the date of the Chapter 209 Architectural Review Hearing. There shall be no further appeal or reconsideration of the ruling by the Board.

ARTICLE III

Chapter 209 Enforcement Hearings

3.1 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 violation, property damage, fine, suspension of rights or intent to notify a credit reporting service is sent to the property 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

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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.

3.2 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 a property owner's timely written request for a hearing. The Board shall also provide the property 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 property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such property owner. The Board or the requesting property 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 property owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting property 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 a property owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

3.3 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 property 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 property 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 property owner, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.

3.4 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 property owner a packet containing all documents, photographs, and communications relating to the 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 property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage or emailed to the requesting property owner at an email address provided to the Association by such property owner. A letter from the Board to the requesting property owner stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 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 property owner, the property owner shall be entitled to an automatic fifteen (15) day postponement

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of the Chapter 209 Enforcement Hearing, unless the property owner agrees to waive the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. A template letter for providing notice of a Chapter 209 Enforcement Hearing and pre-hearing disclosure of the Evidence Packet is attached to these Guidelines as Exhibit A-2.

3.5 Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting property 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.

3.6 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 property owner. The property owner (or the property owner's designated representative) may then present the property owner's information and issues relevant to the appeal or dispute. In order to conduct such process in an orderly manner, the Board shall use the script attached to these Guidelines as Exhibit A-3. An audio recording of the Chapter 209 Enforcement Hearing may be made by the Board or the property owner.

3.7 Ruling by the Board. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting property 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.

**OUTLINE FOR CONDUCTING A CHAPTER 209
ARCHITECTURAL REVIEW HEARING**

Note: A Director or Officer should act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer: "The Board of Directors has convened for the purpose of hearing an appeal by _____ of an architectural determination by the Architectural Committee denying an application or request for the construction or modification of an improvement. The hearing is being conducted as required by Section 209.00505 of the Texas Property Code, and it is an opportunity for the appealing party to discuss, verify facts, and attempt to resolve the matter at issue. The Board has the authority to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee concerning the application or request for the construction or modification of an improvement that is the subject of hearing."

"The hearing will be conducted in three phases. First will be the Presentment of Facts, followed by a Discussion of Issues in Dispute, and then Proposal of Resolutions."

"The Board of Directors would like to resolve the appeal at this hearing. However, the Board of Directors may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated to the appealing party in writing within ten (10) business days."

II. Presentation of Facts:

Hearing Officer: "This portion of the hearing is to permit the appealing party the opportunity to present information related to the application for construction or modification of an improvement that was denied by the Architectural Committee. After which, the Board or a designated representation of the Association may present information concerning the basis for the Architectural Committee's denial of the application or other information related thereto. Thereafter, the Board may permit the appealing party to present additional information if such information is relevant to issues raised during the presentation by the Board or the Association's representative."

"During the presentations, all parties are expected to be respectful and to not interrupt the party who is making a presentation. The Board members, however, may ask questions during a party's presentation so long as it does not unreasonably disrupt the presentation."

"Before beginning, the appealing party is requested to introduce any of his or her representatives or witnesses that will be participating in the presentation of facts."

[Conduct Presentations]

EXHIBIT A-1

III. Discussion of Issues in Dispute:

Hearing Officer: "This portion of the hearing is to permit the Board of Directors and the owner to discuss factual issues or disputes relevant to the application for construction or modification of an improvement that was denied by the Architectural Committee. Discussion should be productive and designed to seek, if possible, an acceptable resolution that permits the appealing party to construct or modify the improvement at issue. An agreement may be conditioned upon the appealing party modifying the proposed construction or modification plan or the Board imposing other reasonable conditions or concessions that may address or mitigate issues of concern. The Hearing Officer retains the right to conclude this portion of the hearing at any time."

IV. Proposal of Resolutions:

Hearing Officer: "This portion of the hearing is to permit discussion between the Board of Directors and the appealing party regarding the final terms for the approval of the application to construct or modify an improvement if a resolution was agreed upon during the discussion phase of the hearing."

If no settlement is agreed upon, the Hearing Officer may: (1) request that the Board of Directors enter into executive session to discuss its ruling on the appeal; (2) request that the Board of Directors take the matter under advisement and adjourn the hearing; or (3) advise the appealing party of the Board of Directors' decision and adjourn the hearing.

THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.

_____, 2021

Via [mail, hand-delivery, and/or email]

Re: Notice of hearing and pre-hearing disclosure of evidentiary packet concerning violation(s) of the restrictive covenants [or unpaid assessments] related to _____ (the "Property")

Dear _____:

The Rosebud Homeowners Association, Inc. (the "Association") is in receipt of your request for a hearing with the Board concerning the restrictive covenant violation(s) [and/or unpaid assessments] related to the Property (the "Enforcement Matter").

The hearing on the Enforcement Matter will be conducted at __: __m on _____, 2021 at _____ [by Zoom video conference at the following link].

If you cannot attend the scheduled hearing, you are entitled to one postponement. Please notify the Association of your request for a postponement and the hearing will be rescheduled for a new date within ten (10) days from the original scheduled date and an email address that may be used to notify you of the new hearing date. You can request a postponement by sending an email to the following email address: _____.

In addition, enclosed with this notice is a packet containing all the documents, photographs, and/or communications relating to the Enforcement Matter that the Association intends to introduce at the hearing. [The Association does not intend to introduce any documents, photographs, or communications at the hearing.]

Sincerely,

OUTLINE FOR CONDUCTING A CHAPTER 209 ENFORCEMENT HEARING

Note: A Director or Officer should act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer: "The Board of Directors has convened for the purpose of hearing an appeal by _____ from a determination by the Association that such owner is in violation of the restrictive covenants applicable to his or her property and/or the guidelines or rules of the Association (or from the imposition of fines by the Association for violation of the restrictive covenants applicable to his or her property and/or the guidelines or rules of the Homeowners Association). The hearing is being conducted as required by Section 209.007 of the Texas Property Code, and it is an opportunity for the appealing party to discuss, verify facts, and attempt to resolve the matter at issue. The Board of Directors would like to resolve the dispute at this hearing. However, the Board of Directors may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated to the appealing party in writing within fifteen (15) days."

II. Presentation of Facts:

Hearing Officer: "This portion of the hearing is to permit a representative of the Homeowners Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines, and/or penalties. After the Homeowners Association's representative has finished his or her presentation, the owner or his or her representative will be given the opportunity to present photographs or other material relevant to the violation, fines, or penalties. The Board of Directors may ask questions during either party's presentation. It is requested that questions by the appealing party be held until completion of the presentation by the Homeowners Association's representative."

[Conduct Presentations]

III. Discussion of Issues in Dispute:

Hearing Officer: "This portion of the hearing is to permit the Board of Directors and the owner to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time."

IV. Proposal of Resolutions:

Hearing Officer: "This portion of the hearing is to permit discussion between the Board of Directors and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing."

If no settlement is agreed upon, the Hearing Officer may: (1) request that the Board of Directors enter into executive session to discuss the matter; (2) request that the Board of Directors take the matter under advisement and adjourn the hearing; or (3) advise the appealing party of the Board of Directors' decision and adjourn the hearing.

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.**

**ADOPTION OF PROCEDURES AND GUIDELINES FOR
THE EXERCISE OF ARCHITECTURAL REVIEW AUTHORITY
PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**

The undersigned, Wendy Anderson, as the duly elected, qualified, and acting Secretary of The Rosebud Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on October 11, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for Rosebud Development recorded on March 7, 2006, at Document No. 0606582 in the Official Public Records of Ellis County, Texas, as may be amended from time to time (collectively, the "**Declaration**").

WHEREAS, Chapter 209 of the Texas Property Code imposes certain procedures for the denial of a property owner's application for architectural review of proposed construction or modification of an improvement and establishes procedures for appealing a denial of an application for architectural review to the Association's Board of Directors

WHEREAS, the Board desires to adopt procedures and guidelines for conducting architectural review of a property owner's application for proposed construction or modification of an improvement in compliance with Chapter 209 of the Texas Property Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the procedures and guidelines set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Ellis County, Texas.

Wendy Anderson

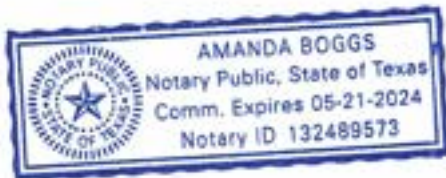
By: Wendy Anderson

Title: Secretary

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on October 13 2021, by Wendy Anderson, Secretary of The Rosebud Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Amanda Boggs
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A

THE ROSEBUD HOMEOWNERS ASSOCIATION, INC. PROCEDURES AND GUIDELINES FOR THE EXERCISE OF ARCHITECTURAL REVIEW AUTHORITY PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE

ARTICLE I Introduction

The architectural review of applications for construction or modification of improvements is a vital task for ensuring that improvements constructed in the Rosebud community (the "Community") are in compliance with the terms and provisions of the governing documents applicable to the community. Such task commonly involves a high degree of discretionary determinations, which may be scrutinized or disagreed with by others after the fact. In order to provide greater transparency and procedures for redress when property owners disagree with architectural review decisions concerning their property, the Texas legislature enacted Section 209.00505 of the Texas Property Code, which imposes new procedures for the denial of a property owner's application for architectural review and establishes procedures for appealing a denial of an application for architectural review to the property owners association's board of directors.

These procedures and guidelines are intended to assist the Architectural Control Committee (the "Architectural Committee") in the review and approval or denial of an application for architectural review of proposed construction or modification of an improvement and, if applicable, the appellate review of a denied application (the "Guidelines"). The Guidelines have been prepared by the Cagle Pugh law firm specifically for the Architectural Committee and the Board of Directors (the "Board") of The Rosebud Homeowners Association, Inc. (the "Association") and are based on that certain Declaration of Covenants, Conditions and Restrictions for Rosebud Development recorded on March 7, 2006, at Document No. 0606582 in the Official Public Records of Ellis County, Texas, as amended from time to time (collectively, the "Declaration").

ARTICLE II Purpose

The purpose of the Architectural Committee is to serve as a "gate-keeping" function for the construction of Improvements in a development. In most Declarations, Homeowners are required to submit an application for the construction of new Improvements or the modification of existing Improvements to the Architectural Committee for its review in advance of initiating construction, and the Architectural Committee is vested with exclusive discretion to determine whether such proposed construction of new Improvements or modification of existing Improvements is in compliance with the Restrictive Covenants applicable to the community. Often such task also involves a subjective determination as to whether the proposed construction is aesthetically attractive and harmonious with the other structures in the community. The authority to review and approve construction of new Improvements and/or modifications to existing Improvements is generally referred to as the "Architectural Review Authority."

ARTICLE III Improvements Requiring Approval of the Architectural Committee

The necessity of obtaining approval from an architectural committee is derived from a land-use restriction contained in the dedicatory instruments applicable to the community. Such land-use restriction will often restrict property owners from constructing or modifying certain improvements, buildings and/or structures without the advance written approval of the architectural committee. The scope of items requiring

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approval of the architectural committee is specified by the dedicatory instruments applicable to the community.

The Declaration for the Community requires the following items to be submitted to and approved by the Architectural Committee:

- The addition, placement, alteration, repair, or maintenance of buildings, fences, walls, outbuildings or other structures or improvements, and the exterior painting of any improvement (Article IV of the Declaration).
- Containers for the storage of trash, garbage and other waste materials (Article V, Section 26 of the Declaration).
- All structures of temporary character (Article X of the Declaration).
- Signs (Article XI of the Declaration)
- Reasonable security or landscape or tennis court lighting (Article XV of the Declaration)
- Satellite dishes (Article XX of the Declaration)
- Alteration, change or modification of the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation thereon (Article XXIV of the Declaration)
- Basketball goals, backboards, or any other similar sporting equipment of either a permanent or temporary nature (Article XXX of the Declaration)

ARTICLE IV

Scope of Architectural Review Authority

The authority of the Architectural Committee to approve or deny a property owner's application to construct or modify an improvement is not without limitation. In a 1981 case law opinion, entitled *Davis v. Huey*, the Texas Supreme Court held that dedicatory instrument provisions requiring the submission of plans to and prior consent of an architectural committee before construction of improvements are valid "insofar as they furnish adequate notice to the homeowners of the specific restriction sought to be enforced" and that an architectural committee may not impose building restrictions upon homeowners that are more stringent than those specifically set out in the dedicatory instruments through its discretionary authority to disapprove proposed construction projects. In other words, even if a dedicatory instrument vests an architectural committee with discretionary approval authority, the architectural committee is not permitted to alter or expand the specific building restrictions or to impose limitations on a property owner's construction or remodeling project that are more restrictive than the specific restrictions set out elsewhere in the dedicatory instrument. Thus, the scope of an architectural committee's review of an application for proposed construction or modification of an improvement is generally dictated by the express provisions of the dedicatory instrument establishing such committee, and an architectural committee may not exercise architectural review authority over characteristics of a proposed improvement that is not expressly within such scope of review.

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The permitted scope of Architectural Review Authority by the Architectural Committee established by the Declaration is as follows:

- (i) The conformity and harmony of exterior design, color, type and appearance of exterior surfaces with existing structures in the Subdivision;
- (ii) the quality of workmanship and materials, adequacy of site dimensions, adequacy of design and proper facing of main elevations with respect to nearby streets; and
- (iii) the conformity and harmony with the other standards and restrictions set forth in this Declaration specifically including the provisions of Article V of the Declaration (entitled "Restrictions on Lots"), and other matters as to which the Architectural Committee has been vested with the authority to render a final interpretation and decision.

Further, the Committee has the express authority to perform fact finding functions and has the power to construe and interpret any covenant concerning Architectural Committee matters that may be vague, indefinite, uncertain or capable of more than one interpretation. Architectural Committee encourages the construction of Dwellings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the Architectural Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. Without limiting the foregoing, the Architectural Committee is authorized and empowered to consider and review any and all aspects of design, construction and landscaping which may, in the reasonable opinion of the Architectural Committee, adversely affect the living enjoyment of one or more Owners or the general value of Lots in the Property. The Architectural Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with the standards set forth in this Declaration, provided that the Architectural Committee shall have sole discretion with respect to all standards specified herein. One objective of the Architectural Committee is to conform generally with community standards and prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built or maintained in the Property. (Article IV of the Declaration)

ARTICLE V Variance Authority

It is very common for a dedicatory instrument to vest an architectural committee with the power to grant a property owner a variance from compliance with one or more of the land-use restrictions in the dedicatory instrument regarding construction or modification of an improvement. When such variance authority is granted to an architectural committee it may be limited to certain types of land-use restrictions or the architectural committee may be restricted from granting a variance except in limited to circumstances where the architectural committee determines there is good cause or justification for allowing the deviation and such variance will not have an adverse impact on the community.

The Declaration does not grant the Architectural Committee the authority to grant variances.

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ARTICLE VI Time Period for Review

The Declaration provides that an application for architectural review must be completed and communicated to the requesting property owner (or his or her representative) within 30 days from. It is very important that the Architectural Committee comply with this deadline as the failure to do so will result in an approval of the application by default (but a deemed approval shall not permit a violation of any terms of this Declaration nor extend any deviation from or alteration to the Required Plans actually submitted nor any matter requiring a written variance – Article IV of the Declaration).

If the Architectural Committee does not have sufficient information from the requesting property owner to be able to approve an application with the specified time period to do so, the Architectural Committee should deny the application for such reason before the expiration of the deadline, request the additional information needed to perform a review of the application, and inform the requesting property owner that the application will be reconsidered by the Architectural Committee upon receipt of the requested information.

ARTICLE VII Denial of an Application

Section 209.00505 of the Texas Property Code requires all denials of an application for construction or modification of an improvement to be in writing and delivered to the requesting property owner by certified mail, hand-delivery, or electronic delivery. The written denial must also (1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and (2) inform the property owner that he or she may request a hearing with the board of directors for the purpose of appealing the denial by the architectural committee on or before the 30th day after the date the written denial is mailed, hand-delivered or electronically delivered to the property owner.

Based on the permitted scope of Architectural Review Authority described above, an application may be denied by the Architectural Committee for one (1) or more of the following reasons:

- (i) The conformity and harmony of exterior design, color, type and appearance of exterior surfaces with existing structures in the Subdivision;
- (ii) the quality of workmanship and materials, adequacy of site dimensions, adequacy of design and proper facing of main elevations with respect to nearby streets;
- (iii) the conformity and harmony with the other standards and restrictions set forth in this Declaration specifically including the provisions of Article V of the Declaration (entitled "Restrictions on Lots"), and other matters as to which the Architectural Committee has been vested with the authority to render a final interpretation and decision.
- (iv) aspects of design, construction and landscaping may adversely affect the living enjoyment of one or more Owners or the general value of Lots in the Property.

A template letter for denial of an application that conforms to the Architectural Committee's scope of Architectural Review Authority under the Declaration and complies with the requirements of Section 209.00505 of the Texas Property Code is attached hereto as Exhibit A-1 and the Architectural Committee is strongly encouraged to use such template when denying a property owner's application for architectural review. **The denial of an application letter should state all applicable reasons for the denial.**

EXHIBIT A

ARTICLE VIII Appellate Review by the Board

If a request for an appellate review hearing is timely received from a property owner, the Board must conduct an appellate review hearing not later than the 30th day after the date the Board receives the property owner's request and the Board must provide the property owner notice of the date, time, and place of the hearing not later than the 10th day before the date of the hearing.

During an appellate review hearing, the Board, or a designated representative of the Association, and the owner, or his or her designated representative, will each be provided the opportunity to discuss, verify facts, and resolve the denial of the property owner's application or request for the construction or modification of an improvement, and the changes, if any, requested by the architectural committee in the written denial provided to the property owner.

The Board or the property owner may request a postponement of the scheduled hearing. If requested, a postponement shall be granted for a period of not more than 10 days. Subsequent postponements may be granted by agreement of the parties. The Association and/or the property owner may make an audio recording of the appellate review hearing.

The Board is authorized to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee as consistent with the Declaration. In other words, the Board is limited to the same scope of architectural review as the Architectural Committee.

EXHIBIT A-1

THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL CONTROL COMMITTEE [MODIFY NAME AS NECESSARY]

_____, 2021

Via Certified Mail, Hand-Delivery, and/or
Electronic Delivery

RE: Denial of application for construction or modification of improvement at _____ (the "Lot")
submitted to the Architectural Control Committee (the "Committee") on _____, 2021 (the
"Application")

Dear [insert owner name]:

Thank you for your submission of the Application. The Committee has denied the Application for
the following reasons:

☐ The conformity and harmony of exterior design, color, type and appearance of exterior surfaces with
existing structures in the Subdivision;

☐ The quality of workmanship and materials, adequacy of site dimensions, adequacy of design and proper
facing of main elevations with respect to nearby streets;

☐ The conformity and harmony with the other standards and restrictions set forth in this Declaration
specifically including the provisions of Article V of the Declaration (entitled "Restrictions on Lots"), and
other matters as to which the Architectural Committee has been vested with the authority to render a final
interpretation and decision.

☐ Aspects of design, construction and landscaping may adversely affect the living enjoyment of one or
more Owners or the general value of Lots in the Property.

☐ The submitted Application failed to include information required by the applicable dedicatory
instrument and/or requested by the Committee. Please provided the required/requested information and the
Committee will reconsider the Application

☐ Other: _____

[if applicable – add the following provision]

Notwithstanding the denial above, the Committee shall reconsider its denial and approve the Application
on the following conditions:

EXHIBIT A-1

Pursuant to Section 209.00505 of the Texas Property Code, you may request an appellate review hearing with the Board of Directors of The Rosebud Homeowners Association, Inc. (the "Board"). A request for an appellate review hearing must be delivered to the Board on or before the 30th day from the date this notice was transmitted to you at the following mailing and/or email address:

Sincerely,

Name

Title

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.**

**ADOPTION OF PROCEDURES AND GUIDELINES FOR
THE EXERCISE OF ARCHITECTURAL REVIEW AUTHORITY
PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**

The undersigned, Wendy Anderson, as the duly elected, qualified, and acting Secretary of The Rosebud Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on October 11, 2021, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for Rosebud Development recorded on March 7, 2006, at Document No. 0606582 in the Official Public Records of Ellis County, Texas, as may be amended from time to time (collectively, the "**Declaration**").

WHEREAS, Chapter 209 of the Texas Property Code imposes certain procedures for the denial of a property owner's application for architectural review of proposed construction or modification of an improvement and establishes procedures for appealing a denial of an application for architectural review to the Association's Board of Directors

WHEREAS, the Board desires to adopt procedures and guidelines for conducting architectural review of a property owner's application for proposed construction or modification of an improvement in compliance with Chapter 209 of the Texas Property Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the procedures and guidelines set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Ellis County, Texas.



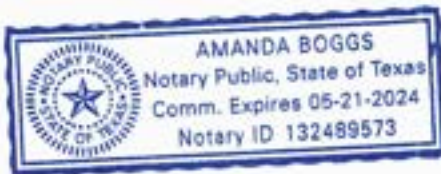
By: Wendy Anderson

Title: Secretary

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on October 13 2021, by Wendy Anderson, Secretary of The Rosebud Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A

THE ROSEBUD HOMEOWNERS ASSOCIATION, INC. PROCEDURES AND GUIDELINES FOR THE EXERCISE OF ARCHITECTURAL REVIEW AUTHORITY PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE

ARTICLE I

Introduction

The architectural review of applications for construction or modification of improvements is a vital task for ensuring that improvements constructed in the Rosebud community (the "Community") are in compliance with the terms and provisions of the governing documents applicable to the community. Such task commonly involves a high degree of discretionary determinations, which may be scrutinized or disagreed with by others after the fact. In order to provide greater transparency and procedures for redress when property owners disagree with architectural review decisions concerning their property, the Texas legislature enacted Section 209.00505 of the Texas Property Code, which imposes new procedures for the denial of a property owner's application for architectural review and establishes procedures for appealing a denial of an application for architectural review to the property owners association's board of directors.

These procedures and guidelines are intended to assist the Architectural Control Committee (the "Architectural Committee") in the review and approval or denial of an application for architectural review of proposed construction or modification of an improvement and, if applicable, the appellate review of a denied application (the "Guidelines"). The Guidelines have been prepared by the Cagle Pugh law firm specifically for the Architectural Committee and the Board of Directors (the "Board") of The Rosebud Homeowners Association, Inc. (the "Association") and are based on that certain Declaration of Covenants, Conditions and Restrictions for Rosebud Development recorded on March 7, 2006, at Document No. 0606582 in the Official Public Records of Ellis County, Texas, as amended from time to time (collectively, the "Declaration").

ARTICLE II

Purpose

The purpose of the Architectural Committee is to serve as a "gate-keeping" function for the construction of Improvements in a development. In most Declarations, Homeowners are required to submit an application for the construction of new Improvements or the modification of existing Improvements to the Architectural Committee for its review in advance of initiating construction, and the Architectural Committee is vested with exclusive discretion to determine whether such proposed construction of new Improvements or modification of existing Improvements is in compliance with the Restrictive Covenants applicable to the community. Often such task also involves a subjective determination as to whether the proposed construction is aesthetically attractive and harmonious with the other structures in the community. The authority to review and approve construction of new Improvements and/or modifications to existing Improvements is generally referred to as the "Architectural Review Authority."

ARTICLE III

Improvements Requiring Approval of the Architectural Committee

The necessity of obtaining approval from an architectural committee is derived from a land-use restriction contained in the dedicatory instruments applicable to the community. Such land-use restriction will often restrict property owners from constructing or modifying certain improvements, buildings and/or structures without the advance written approval of the architectural committee. The scope of items requiring

EXHIBIT A

approval of the architectural committee is specified by the dedicatory instruments applicable to the community.

The Declaration for the Community requires the following items to be submitted to and approved by the Architectural Committee:

- The addition, placement, alteration, repair, or maintenance of buildings, fences, walls, outbuildings or other structures or improvements, and the exterior painting of any improvement (Article IV of the Declaration).
- Containers for the storage of trash, garbage and other waste materials (Article V, Section 26 of the Declaration).
- All structures of temporary character (Article X of the Declaration).
- Signs (Article XI of the Declaration)
- Reasonable security or landscape or tennis court lighting (Article XV of the Declaration)
- Satellite dishes (Article XX of the Declaration)
- Alteration, change or modification of the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation thereon (Article XXIV of the Declaration)
- Basketball goals, backboards, or any other similar sporting equipment of either a permanent or temporary nature (Article XXX of the Declaration)

ARTICLE IV

Scope of Architectural Review Authority

The authority of the Architectural Committee to approve or deny a property owner's application to construct or modify an improvement is not without limitation. In a 1981 case law opinion, entitled *Davis v. Huey*, the Texas Supreme Court held that dedicatory instrument provisions requiring the submission of plans to and prior consent of an architectural committee before construction of improvements are valid "insofar as they furnish adequate notice to the homeowners of the specific restriction sought to be enforced" and that an architectural committee may not impose building restrictions upon homeowners that are more stringent than those specifically set out in the dedicatory instruments through its discretionary authority to disapprove proposed construction projects. In other words, even if a dedicatory instrument vests an architectural committee with discretionary approval authority, the architectural committee is not permitted to alter or expand the specific building restrictions or to impose limitations on a property owner's construction or remodeling project that are more restrictive than the specific restrictions set out elsewhere in the dedicatory instrument. Thus, the scope of an architectural committee's review of an application for proposed construction or modification of an improvement is generally dictated by the express provisions of the dedicatory instrument establishing such committee, and an architectural committee may not exercise architectural review authority over characteristics of a proposed improvement that is not expressly within such scope of review.

EXHIBIT A

The permitted scope of Architectural Review Authority by the Architectural Committee established by the Declaration is as follows:

- (i) The conformity and harmony of exterior design, color, type and appearance of exterior surfaces with existing structures in the Subdivision;
- (ii) the quality of workmanship and materials, adequacy of site dimensions, adequacy of design and proper facing of main elevations with respect to nearby streets; and
- (iii) the conformity and harmony with the other standards and restrictions set forth in this Declaration specifically including the provisions of Article V of the Declaration (entitled "Restrictions on Lots"), and other matters as to which the Architectural Committee has been vested with the authority to render a final interpretation and decision.

Further, the Committee has the express authority to perform fact finding functions and has the power to construe and interpret any covenant concerning Architectural Committee matters that may be vague, indefinite, uncertain or capable of more than one interpretation. Architectural Committee encourages the construction of Dwellings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the Architectural Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. Without limiting the foregoing, the Architectural Committee is authorized and empowered to consider and review any and all aspects of design, construction and landscaping which may, in the reasonable opinion of the Architectural Committee, adversely affect the living enjoyment of one or more Owners or the general value of Lots in the Property. The Architectural Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with the standards set forth in this Declaration, provided that the Architectural Committee shall have sole discretion with respect to all standards specified herein. One objective of the Architectural Committee is to conform generally with community standards and prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built or maintained in the Property. (Article IV of the Declaration)

ARTICLE V Variance Authority

It is very common for a dedicatory instrument to vest an architectural committee with the power to grant a property owner a variance from compliance with one or more of the land-use restrictions in the dedicatory instrument regarding construction or modification of an improvement. When such variance authority is granted to an architectural committee it may be limited to certain types of land-use restrictions or the architectural committee may be restricted from granting a variance except in limited circumstances where the architectural committee determines there is good cause or justification for allowing the deviation and such variance will not have an adverse impact on the community.

The Declaration does not grant the Architectural Committee the authority to grant variances.

EXHIBIT A

ARTICLE VI Time Period for Review

The Declaration provides that an application for architectural review must be completed and communicated to the requesting property owner (or his or her representative) within 30 days from. It is very important that the Architectural Committee comply with this deadline as the failure to do so will result in an approval of the application by default (but a deemed approval shall not permit a violation of any terms of this Declaration nor extend any deviation from or alteration to the Required Plans actually submitted nor any matter requiring a written variance – Article IV of the Declaration).

If the Architectural Committee does not have sufficient information from the requesting property owner to be able to approve an application with the specified time period to do so, the Architectural Committee should deny the application for such reason before the expiration of the deadline, request the additional information needed to perform a review of the application, and inform the requesting property owner that the application will be reconsidered by the Architectural Committee upon receipt of the requested information.

ARTICLE VII Denial of an Application

Section 209.00505 of the Texas Property Code requires all denials of an application for construction or modification of an improvement to be in writing and delivered to the requesting property owner by certified mail, hand-delivery, or electronic delivery. The written denial must also (1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and (2) inform the property owner that he or she may request a hearing with the board of directors for the purpose of appealing the denial by the architectural committee on or before the 30th day after the date the written denial is mailed, hand-delivered or electronically delivered to the property owner.

Based on the permitted scope of Architectural Review Authority described above, an application may be denied by the Architectural Committee for one (1) or more of the following reasons:

- (i) The conformity and harmony of exterior design, color, type and appearance of exterior surfaces with existing structures in the Subdivision;
- (ii) the quality of workmanship and materials, adequacy of site dimensions, adequacy of design and proper facing of main elevations with respect to nearby streets;
- (iii) the conformity and harmony with the other standards and restrictions set forth in this Declaration specifically including the provisions of Article V of the Declaration (entitled "Restrictions on Lots"), and other matters as to which the Architectural Committee has been vested with the authority to render a final interpretation and decision.
- (iv) aspects of design, construction and landscaping may adversely affect the living enjoyment of one or more Owners or the general value of Lots in the Property.

A template letter for denial of an application that conforms to the Architectural Committee's scope of Architectural Review Authority under the Declaration and complies with the requirements of Section 209.00505 of the Texas Property Code is attached hereto as Exhibit A-1 and the Architectural Committee is strongly encouraged to use such template when denying a property owner's application for architectural review. **The denial of an application letter should state all applicable reasons for the denial.**

EXHIBIT A

ARTICLE VIII Appellate Review by the Board

If a request for an appellate review hearing is timely received from a property owner, the Board must conduct an appellate review hearing not later than the 30th day after the date the Board receives the property owner's request and the Board must provide the property owner notice of the date, time, and place of the hearing not later than the 10th day before the date of the hearing.

During an appellate review hearing, the Board, or a designated representative of the Association, and the owner, or his or her designated representative, will each be provided the opportunity to discuss, verify facts, and resolve the denial of the property owner's application or request for the construction or modification of an improvement, and the changes, if any, requested by the architectural committee in the written denial provided to the property owner.

The Board or the property owner may request a postponement of the scheduled hearing. If requested, a postponement shall be granted for a period of not more than 10 days. Subsequent postponements may be granted by agreement of the parties. The Association and/or the property owner may make an audio recording of the appellate review hearing.

The Board is authorized to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee as consistent with the Declaration. In other words, the Board is limited to the same scope of architectural review as the Architectural Committee.

EXHIBIT A-1

THE ROSEBUD HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL CONTROL COMMITTEE [MODIFY NAME AS NECESSARY]

_____, 2021

Via Certified Mail, Hand-Delivery, and/or
Electronic Delivery

RE: Denial of application for construction or modification of improvement at _____ (the "Lot")
submitted to the Architectural Control Committee (the "Committee") on _____, 2021 (the
"Application")

Dear [insert owner name]:

Thank you for your submission of the Application. The Committee has denied the Application for
the following reasons:

- ☐ The conformity and harmony of exterior design, color, type and appearance of exterior surfaces with
existing structures in the Subdivision;
- ☐ The quality of workmanship and materials, adequacy of site dimensions, adequacy of design and proper
facing of main elevations with respect to nearby streets;
- ☐ The conformity and harmony with the other standards and restrictions set forth in this Declaration
specifically including the provisions of Article V of the Declaration (entitled "Restrictions on Lots"), and
other matters as to which the Architectural Committee has been vested with the authority to render a final
interpretation and decision.
- ☐ Aspects of design, construction and landscaping may adversely affect the living enjoyment of one or
more Owners or the general value of Lots in the Property.
- ☐ The submitted Application failed to include information required by the applicable dedicatory
instrument and/or requested by the Committee. Please provided the required/requested information and the
Committee will reconsider the Application
- ☐ Other: _____

[if applicable – add the following provision]

Notwithstanding the denial above, the Committee shall reconsider its denial and approve the Application
on the following conditions:

EXHIBIT A-1

Pursuant to Section 209.00505 of the Texas Property Code, you may request an appellate review hearing with the Board of Directors of The Rosebud Homeowners Association, Inc. (the "Board"). A request for an appellate review hearing must be delivered to the Board on or before the 30th day from the date this notice was transmitted to you at the following mailing and/or email address:

Sincerely,

Name

Title