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C. In order to cause this Declaration to run with Cripple Creek Farms North as well as any land annexed to Cripple Creek Farms North in the future, and to be binding upon Cripple Creek Farms North and the owners, lessees, and residents thereof from and after the date of recordation of this Declaration, Declarant hereby makes all conveyances of lots within Cripple Creek Farms North subject to this Declaration and the conditions and restrictions herein set forth; and by accepting deeds, leases, easements or other grants or conveyances to any portion of Cripple Creek Farms North, the owners, lessees, residents and other transferees for themselves and their heirs, executors, and administrators, trustees, personal representatives, successors and assigns, agree that they shall be personally bound by all of the covenants, conditions, and restrictions (including but not limited to the obligation to pay assessments) hereinafter set forth except to the extent such persons are or may be specifically exempted herefrom.

ARTICLE I. DEFINITIONS

The following terms shall have the following meanings when used in this Declaration:

1.01 Architectural Control Committee or A.C.C.

“Architectural Control Committee” or “A.C.C.” means the committee formed pursuant to Article 6 of this Declaration.

1.02 Articles.

“Articles” means the Articles of Incorporation of the Organization, including any amendments thereto.

1.03 Board.

“Board” or “Board of Directors” means the Board of Directors of the Organization.

1.04 Bylaws

“Bylaws” mean the Bylaws of the Organization, including any amendments thereto.

1.05 Common Area.

“Common Area” means all real property (together with any and all improvements now or hereafter located thereon) owned by or held in trust for the benefit of the Organization for the common use and enjoyment of its members, including the Recreational Common Area when conveyed to the Organization, including the recreational easement.

1.06 County

“County” means Montgomery County in the state of Texas.

1.07 Declarant

“Declarant” means Cripple Creek Farms North, Inc.

1.08 Declaration

“Declaration” means this Declaration and all amendments or supplements hereto.

1.09 Lot

“Lot” shall mean any area of real property within Cripple Creek Farms North designated as a residential Lot on any subdivision plat recorded or approved by Declarant with the exception of the Common Areas, open spaces and streets, but together with all appurtenances, improvements, and residences and now or hereafter built or placed on the lot.

1.10 Member.

“Member” means a member of the Organization.

1.11 Membership.

“Membership” means the collective total of all Members of the Organization.

1.12 Mortgage.

“Mortgage” means a mortgage or deed of trust which constitutes a first lien upon a Lot given to a bank, savings and loan Organization or other institutional lender for the purpose of securing indebtedness incurred to purchase or improve a Lot.

1.13 Mortgagee.

“Mortgagee” means the holder of the beneficial interest in any Mortgage.

1.14 Notice of Opportunity for Hearing.

“Notice of Opportunity for Hearing” means giving at least fifteen (15) days prior notice of a proposed action and the reasons therefore, and an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the effective date of the proposed action.

1.15 Occupant

“Occupant” means any person occupying all or any portion of a Residence located within the Subdivision for any period of time, regardless of whether such person is a tenant or the owner of such Property.

1.16 Organization.

“Organization” means the Cripple Creek Farms North Civic Club, Inc., a Texas non-profit corporation, its successors and assigns.

1.17 Owner.

“Owner” means the record owner, whether one or more persons or entities, of a fee simple title to any lot, and shall include Declarant as to any Lot owned by Declarant and the contract vendee (buyer) under a recorded contract of sale. “Owner” shall not include any Person or entity that holds an interest in a Lot merely as security for the performance of an obligation or as a tenant.

1.18 Person.

“Person” means an individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.19 Recreational Common Area.

“Recreational Common Area” means all real Property (including the improvements thereon) owned or to be owned, by the Organization for the common recreational use and enjoyment of the Members. This may include but not necessarily be limited to the following types of uses: swimming pool, playing fields, pavilion, restrooms, parking lot, open space, entry features, wetlands and property over which utility easements have been granted. The initial Recreational Common Areas to be conveyed to and owned by the Organization are legally described in Exhibit “C”. Additional facilities may be conveyed by Declarant to the Organization and upon any such conveyance, shall become a part of the Recreational Common Area or Common Area.

1.20 Residence.

“Residence” means a structure situated upon a Lot intended for independent use and occupancy as a Residence for a single family. A structure and the land owned as a part thereof (the Lot) shall not become a Residence until the Lot and structure located thereon shall have been occupied by a third party other than the builder thereof.

1.21 Rules and Regulations.

“Rules and Regulations” means reasonable and nondiscriminatory rules and regulations as may be adopted from time to time by the Organization, in accordance with the requirements of Section 4.08 of this Declaration.

1.22 Structure.

“Structure” means (a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including but not limited to, any building, garage, porch, shed, gazebo, patio cover, pool, fence, paving, wall, all forms of landscaping, signs, temporary or permanent living quarters, antennas and satellite dishes; (b) any excavation, grading, fill, ditch, berm, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot.

1.23 Subdivision.

“Subdivision” means the Property situated in Montgomery County, Texas as described in Exhibit “A” to this Declaration and known as Cripple Creek Farms North, and such later additions to Cripple Creek Farms North of contiguous land as may by annexation be brought with the purview of this Declaration.

1.24 Visible from the Neighboring Property

“Visible from the Neighboring Property” means, with respect to any given object, that such object is or would be visible to a person 6 feet tall, standing at ground level on any part of a neighboring Lot, adjacent street or Common Area.

1.25 Voting Power

“Voting Power” means the total number of votes held by Members whose membership at the time the determination of voting power is made has not been suspended in accordance with the provisions of this Declaration, the Bylaws, or the Rules and Regulations. Voting Power shall be computed by including all such Members whether or not such Members are present in person or by proxy at a meeting.

ARTICLE II. SUBMISSION AND TERM

2.01 Submission

The Subdivision shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to each and all of the conditions, restrictions, easements, liens, assessments and equitable servitudes set forth herein, all of which are declared to be (i) in furtherance of a common scheme and general plan for the development, improvement and maintenance of the Subdivision and (ii) for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Subdivision. All of the conditions, restrictions, easements, liens, assessments and equitable servitudes set forth herein shall run with, be binding upon and inure to the benefit of the Subdivision, shall be binding on and inure to the benefit of each and every person having or acquiring any right, title or interest in the Subdivision, shall be binding upon and inure to the benefit of the successors in interest of such persons, and shall inure to the benefit of the Organization, its successors and assigns.

2.02 Incorporation of Declaration into Instruments.

Any deed or other instrument by which a Lot is conveyed shall be subject to the provisions of this Declaration and shall be deemed to incorporate the provisions of this Declaration, whether or not the deed makes reference hereto.

2.03 Term.

This Declaration shall remain in force for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless sooner terminated by the written consent of seventy-five percent (75%) of the Voting Power.

ARTICLE III. COMPLIANCE WITH MANAGEMENT DOCUMENTS

3.01 Compliance with Declaration and other documents

Each owner, resident or tenant of a Lot shall comply with the provisions of this Declaration, the Bylaws, Rules and Regulations duly adopted by the Organization, decisions and resolutions of the Organization and its duly authorized representative, all as may be amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages or for injunctive relief.

3.02 Resolution of Conflicts between Documents.

Each Owner agrees that the administration of the Subdivision shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws and Rules and Regulations duly adopted by the Organization. If there are any matters of conflict or inconsistencies in the Bylaws, Articles and this Declaration, then the provisions of the Declaration shall prevail. In the event that anything shown on a recorded final subdivision map for all or any portion of the Subdivision is in any way inconsistent with provisions of this Declaration,

then the provisions of this Declaration shall prevail. If a dispute arises among Owners in regard to the administration of the Subdivision, then the provisions of this Declaration shall prevail.

ARTICLE IV. EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS

4.01 Easement of Enjoyment.

Each Owner shall have a non-exclusive right of use and enjoyment to the Common Area including but not limited to the Recreational Common Area and of access to and from his Lot over any streets comprising a portion of the Common Area (if any), which rights shall be appurtenant to and shall pass with the title to his Lot. These rights are subject to the following rights and restrictions:

- (a) The right of the Organization to limit the number of guests of an Owner, to charge reasonable admission and other fees for the use of the Recreational Common Area facilities, if any, and to limit the use of said facilities to property owners/occupants in the Subdivision.
- (b) The right of the Organization to suspend the right of an Owner/occupant to use any Recreational Common Area facilities (1) for any period during which any fine against a Member or any assessment against such Owner's Lot remains unpaid; and, (2) after Notice and Opportunity for Hearing, for a period not to exceed sixty (60) days for any infraction of the Rules and Regulations;
- (c) The right of the Organization to grant easement and to dedicate or otherwise convey all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Organization. No such dedication or transfer shall be effective unless (I) such action is approved in writing by such Government Mortgage Agencies as have insured, made or purchased mortgage loans on any of the Lots and the Properties and is approved by sixty-seven percent (67%) of the Membership, and approved by all first mortgagees of Lots; (ii) written notice of the proposed agreement in action there under is sent to every Member at least thirty (30) days in advance of any action taken; (iii) such dedication or transfer is approved by Montgomery County, Texas or any successor governmental entity having jurisdiction over the properties, if required by resolutions or ordinances thereof. Notwithstanding the foregoing, the Board shall have authority to transfer to such public agencies, authorities or utilities such permits, licenses and easements for the public utilities, roads and/or for other purposes consistent with the intended use of the Common Areas or as provided for in this Declaration and reasonably necessary or useful for the proper use, maintenance or operation of the Properties, which are intended to benefit Cripple Creek Farms North and which do not have any substantial adverse effect on the enjoyment of the Commons Areas by the Members;
- (d) The right of the Organization to borrow money to improve, repair, restore and reconstruct the Commons Area and to place liens on the Common Area and otherwise encumber the Common Area for such purposes upon the vote or written consent of sixty-seven percent (67%) of the Voting Membership.
- (e) The right of the Organization to adopt rules and regulations governing use and enjoyment of the Common Area; and
- (f) The Board of Directors shall have the right to enter into a cost sharing and use agreement with neighboring subdivisions for purpose of use of the Recreational Common Area and Recreational Easement Area by members of neighboring subdivisions. Such use shall be subject to the cost sharing amount negotiated by and between neighboring subdivisions residents and the Cripple Creek Farms North Civic Club and such amount shall be paid to Cripple Creek Farms North Civic Club, Inc. as per the terms set forth by the Organizaton.

4.02 Delegation

- (a) Any Owner may delegate his rights of use and enjoyment of the Common Area and any facilities thereon to the members of his family or household residing on his Lot. Provided the notice required by Section 5.02(c) of this Declaration has first been given to the Organization, a tenant of an Owner, while residing on such Owner's lot, shall be entitled to use and enjoy the Common Area and any facilities thereon and to delegate rights of use and enjoyment in the same manner as if such tenant were the owner of such Lot. No such delegation shall release an Owner from his obligations hereunder, including, without limitation, the obligation to pay regular and special assessments.
- (b) Any delegated rights of use and enjoyment are subject to suspension to the same extent as the rights of Owners. Any Owner who rents or leases his Lot to a tenant shall be entitled to use

and enjoy any recreational or other common facilities on the Common Area during the period the Lot is occupied by such tenant.

4.03 Reciprocal Easements.

(a) There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area as may be adjacent thereto and between adjacent lots for the flow of rainwater from gutters and downspouts; provided, however, that no such easement shall unreasonably interfere with the use and enjoyment of the Common Area or any adjacent Lot.

(b) If any Common Area or Lot encroaches upon a lot because of the placement, construction, reconstruction, repair, movement, settling or shifting of the improvements constructed, reconstructed, or been the Common Area and the Lot or between Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall such an easement exist for willful encroachments. If any Lot encroaches upon the Common Area as a result of construction, reconstruction, repair, or settlement, shifting, or movement of any portion of the Subdivision, an easement for the encroachment and for its maintenance shall exist so long as it remains.

4.04 Utility Easements.

(a) All tracts are sold subject to easement for public utilities as may already exist or as may become reasonably necessary for Cripple Creek Farms North, Inc to create in the future and all of which rights is reserved so as to permit good development of the subdivision and provide necessary utilities.

(b) Any easements for installation, maintenance, use or repair of public utilities or drainage facilities which are dedicated on any final subdivision map of the Subdivision or created in some other way shall be kept free of buildings, and no structure shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, use or repair of such public utilities or drainage facilities, or which may damage, interfere, or change the direction or flow of drainage in the easements. All such easements at all times shall be accessible to all persons installing, repairing, using or maintaining such utilities and drainage facilities.

(c) All existing roads are hereby dedicated as public road easements to insure to the benefit of the property owners of this subdivision and insure permanent access to their land.

4.05 Sale of Common Area.

Except as otherwise provided in this Declaration, no sale, transfer, dedication, hypothecation, partition, subdivision, abandonment, release or alienation of the Common Area shall occur or be valid, whether by act or omission of the Organization, without the vote or written consent of sixty-seven percent (67%) of the total Voting Membership.

4.06 Rules and Regulations.

(a) The Board of Directors of the Organization shall have the right to adopt, publish and enforce Rules and Regulations governing the Subdivision, the use and enjoyment of the Common Area, the Recreational Common Area, and any facilities thereon, and the personal conduct thereon of the Owners, their guests, and invitees, members of their families or households and tenants.

(b) The Members may amend any such Rules and Regulations adopted by the Board at any regular or special meeting of Members called for such purpose by the vote or written consent of sixty-seven percent (67%) of the total Voting Membership. Such Rules and Regulations must be reasonable and must be consistent with this Declaration, the Articles, and the Bylaws. Rules and Regulations shall not be effective until written notice thereof has been given by either posting a copy thereof on Organization bulletin boards no less than ten (10) days before their effective date, or mailing a copy thereof at least (10) days before the effective date of the Rules and Regulations, to each Owner addressed to the Owner's address last appearing in the books of the Organization.

4.07 Enforcement.

The Organization shall have the right, after Notice and Opportunity for Hearing, to levy fines for infraction of the provisions of this Declaration or the Rules and Regulations, provided (i) the Member shall have been

warned in writing of a previous infraction within the preceding one year, and (ii) the fine conforms to the provisions of Section 9.02.

4.08 Recreational Common Area.

The Board may appoint a Recreational Facilities Committee composed of members of the Board and Members of the Organization to coordinate and supervise the operation and use of the recreational facilities. The chairman of this committee shall at all times be a Member of the Board of Directors.

4.09 Maintenance by Organization.

The Organization shall repair and maintain the Common Areas and any improvements, utilities, and facilities located on the Common Area.

4.10 Negligence

The cost of repair or replacement of any improvement to be maintained and kept in repair by the Organization, which repair or replacement is required because of the act or omission of any Owner, shall be the responsibility of and paid for by such Owner

4.11 Right to Enter

After reasonable notice to the occupant, the Organization or its agents shall have access over and upon any Lot when necessary in connection with any repair, maintenance, or replacement of improvements for which the Organization is responsible or for the enforcement of this Declaration.

4.12 Dedications.

The Organization shall have the power to grant easements in, on, over, through and across the Common Area for any public or quasi-public improvements or facilities and their appurtenances, including, without limitation, street, sewer, drainage, water, gas, and sprinkler improvements and facilities, provided any such easement does not unreasonably interfere with the use and enjoyment of the Common Area or any Lot. Each Owner, by accepting a deed to a lot, expressly grants to the Organization an irrevocable power of attorney for the purpose of granting such easements in, on, over, through and across the Common Area. The President or other duly designated officer of the Organization may execute, acknowledge and record in the official records of the County a certificate stating that the Board is the attorney in fact for the Owners for the purpose of such grant and that such power of attorney is properly exercisable in accordance with this Declaration. The acts of the Board in exercising its power of attorney shall be conclusively binding on all Owners. The power of attorney herein granted shall include authority to do such acts incidental to such grant and to incur such expenses as may be necessary or convenient in connection therewith. The Board, by resolution, shall instruct the appropriate officers of the Organization to make, execute and deliver on behalf of any Owner, as his interest may appear, any and all instruments, certificates and documents, including but not limited to, releases, waivers, deeds, escrow instructions and conveyances of every kind and nature, as may be deemed necessary or convenient for such dedication or grant.

ARTICLE V. USE RESTRICTIONS

5.01 Residential Use.

- (a) All Lots shall be used for single-family residential purposes only. No more than one (1) detached single-family dwelling, except for one guest/servant house, shall be permitted to remain on any Lot and must meet ACC guidelines and county regulations.
- (b) All dwellings and guest/servant houses must be approved in writing by the Architectural Control Committee prior to being erected.
- (c) All structures must be approved in writing by the ACC as defined in the ACC Guidelines. The Guidelines specify which structures require approval.
- (d) One guest/servant house may be built provided it must contain a minimum of 500 square feet and be built after or while the main dwelling is being built. It cannot be on a separate electric meter from the main dwelling.
- (e) No tract shall be used or occupied for any vicious or immoral purpose, nor in violation of the laws of the local, state, or federal government.

(f) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment), shall be permitted on any Lot. No structure of a temporary character, such as a trailer, tent, shack, barn, or other out-building shall be used on any Lot at any time as a dwelling house.

5.02 Tenants

(a) No Owner shall lease or rent less than an entire Lot and no more than one family shall live on any one Lot. The Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than one hundred twenty days (120). Subject to the foregoing restrictions, Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of this Declaration, the Bylaws, and the Rules and Regulations and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of this Declaration, the Bylaws, and the Rules and Regulations.

(b) The Owner shall remain responsible for the maintenance and upkeep of a Lot in compliance with the Declaration.

(c) An Owner has 30 days from the 1st day that the rental or lease agreement begins to provide in writing to the Organization:

(i) The name of the tenant and the Lot rented or leased;

(ii) The current address of such Owner;

(iii) The certification of the Owner that the tenant has been given a copy of this Declaration, any applicable amendments, the Bylaws and the Rules and Regulations and that such tenant has been advised of any obligation he may have there under as a tenant.

5.03 No Subdivision of Lots; No Time-Sharing.

There shall be no further subdivision or partition of any Lot nor shall any Owner or any other person acquiring any interest in a Lot seek any partition or subdivision thereof. There shall be no time-sharing or other co-ownership which allows multiple Owners sequential possessor interests in a Lot

5.04 Construction

(a) Lots Set Back Requirements.

Residences built on tracts having a depth of at least 200 feet shall be built at least 40 feet from the main roadways as dedicated, at least 5 feet from the interior tract lines and at least 15 feet from any side lots. Residences built on tracts having a depth of at least 150 feet shall be built at least 30 feet from the main roadways as dedicated, at least five feet from the interior tract lines and at least 15 feet from any side lots. Residences built on tracts having a depth of less than 150 feet shall be built at least 25 feet from the main roadways as dedicated, at least 5 feet from the interior tract lines and at least 15 feet from any side lots. Side lot set backs for the Lots are five feet (5') from the side property line of each Lot except for corner Lots, where the side set back on the side adjacent to a street right-of-way shall be as noted upon the recorded plat. The foregoing to the contrary notwithstanding, the side set back requirement is reduced to three feet (3') for garages where the front of the garage is at least sixty-five feet (65') or further back from the front property line of the Lot upon which it is constructed. The front lots set back requirements are as noted on the recorded subdivision plat.

(b) Minimum Floor Area

The total air-conditioned area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios, and detached accessory buildings, shall be not less than one thousand five hundred (1,500) square feet.

(c) Building Materials – Exterior Items and Surfaces.

(i) The total exterior wall area of the main residential structure on a Lot shall be not less than fifty-one percent (51%) brick, stone, masonry, or other material approved by the ACC, and the rest, if of a material other than brick or material, not commonly decorated or painted, shall be painted with at least two (2) coats of paint.

(ii) Roofing shall be constructed of wood, slate, clay tile, aluminum, standing seam or composition material of a minimum weight of 240 pounds per 100 square feet of roofing area unless specifically approved otherwise by the ACC in writing before installation. Roof pitch shall be a minimum of 4/12, unless approved otherwise by the ACC.

(iii) All building foundations shall consist of concrete slabs, unless the ACC approves a different type of foundation.

(iv) No building material of any kind or character shall be placed or stored upon the property in view of any neighboring property or roadway for more than thirty (30) days prior to the commencement of any construction or thirty (30) days after the completion of any construction.

(d) All outbuildings shall be located to the rear of the residence.

(e) The moving of used buildings onto any building site in the subdivision is prohibited.

(f) Any building, structure, or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date.

5.05 Maintenance by Owners.

(a) Each Owner, at all times, shall maintain, repair, and otherwise be responsible for his Lot and the improvements thereon.

(b) No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways.

5.06 Driveways and Culverts and Drainage

(a) Natural established drainage patterns of streets, Lots, or roadway ditches will not be impaired by any person(s).

(b) Drainage culverts between driveways and designated streets shall be installed before completion of any improvements and shall be of sufficient size to permit the free flow of water at a point between the roadway and his property, and shall fill in sufficient dirt over and around the same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.

(c) Each Owner shall maintain, repair, and replace the surface and subsurface drainage facilities located on his Lot as may be necessary to maintain good and proper drainage of the property and other real property in the vicinity, except for such facilities the maintenance of which has been assumed by the County or other governmental entity

(d) All driveways, roadways, and other construction projects requiring clearing or grading shall be presented to the ACC for approval. Upon approval, the property owner shall have one hundred and twenty days (120) to complete the project to the specifications and plans submitted and approved.

(e) Driveways shall be constructed of material approved by the ACC.

(f) Maintenance of the driveways located on a lot shall be the responsibility of the lot owner.

5.07 Fences and walls.

(a) All fences, fence extensions and walls must comply with the "Building Line" requirements set forth in the Restrictions and be approved by the ACC.

(b) No fence shall cross a designated easement.

- (c) Any backyard fence, or wall, intended for the purpose of privacy and/or security, should be aesthetically pleasing for height and should be built even with or behind the “Building Line”
- (d) Any fence in front of the “Building Line” must be of open construction and must not exceed five (5’) feet in height. It must be located within the front and side property lines.
- (e) Any fence or wall must be constructed of masonry, brick, wood, or other material approved by the ACC. The material must be approved by the ACC before construction begins.
- (f) All such structures are to be properly maintained and repaired by the Owner so as to appear neat and presentable.

5.08 Retaining Walls-

Any retaining wall visible from any street shall be brick, stone, or other material approved by the ACC.

5.09 Vehicles

- (a) All vehicles or similar equipment and accessories (including but not limited to – passenger vehicles, motorcycles, boats, marine craft, hovercraft, aircraft, recreational vehicles, pick-up campers, travel trailers, motor homes, camper bodies or similar vehicles or equipment) are permitted to be parked or stored on a Lot provided that they do not cause visible damage to the property and they are properly maintained (including current license plates and registration stickers). The vehicles must be aesthetically pleasing if visible from surrounding properties.
- (b) No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street or otherwise approved by the ACC.
- (c) No vehicle or equipment shall be used as a Residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, maintenance or repair of a Residence in the immediate vicinity.
- (d) Trucks with tonnage in excess of one ton shall not be permitted to park overnight within the Property except those used by a builder or contractor during the construction or repair of improvements. Any truck parking within the Property in connection with remodeling or repair of improvements shall not exceed ninety (90) calendar days.
- (e) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

5.10 Logging and Mineral Development

- (a) All tracts herein sold are subject to prior recorded reservation of all oil, gas, and other minerals, together with all restrictions herein set forth and as well as any other reservations and restrictions of record.
- (b) No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on the property, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained, or permitted within the Property.
- (c) It is specially agreed that tract owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than is necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same.
- (d) The ACC may develop specific guidelines regarding regulations for clearing on all Lots.

5.11 Animal Husbandry.

- (a) No animals shall be raised, bred or kept on any Lot for commercial purposes.
- (b) No animal shall be allowed if such animal constitutes an unreasonable annoyance, danger, inconvenience or nuisance to any other Owner. If the Board receives any complaint about an animal, the Board shall afford the Owner of such animal Notice and Opportunity for Hearing. If the Board

finds that such animal constitutes an unreasonable annoyance, danger, inconvenience or nuisance, the Board may choose to report the animal and owner to the proper authorities.

(c) No animal shall be allowed to use the **Common Area, streets and easements** without a current rabies vaccination. The Board may request proof of vaccination. If proper documentation is not submitted to Board within 10 days of the request, then the Board may suspend use of the said premises by the animal until current documentation is presented.

(d) The ratio of the number of horses and livestock to property is no more than 2 animals per acre.

(e) No animals, other than household pets or school/FFA/4H projects, shall be maintained on less than one acre of land.

(f) The Board may adopt Rules and Regulations concerning animals which are more restrictive than the provisions of this Declaration. The Board may adopt a rule prohibiting certain pets, except that such rule shall not apply to animals residing in the Subdivision at the time such rule is adopted.

5.12 No hunting or discharge of firearms shall be permitted.

5.13 Signs.

(a) No billboards or other signs of any nature, either commercial or private, shall be erected or maintained, save and except, reasonable "For Sale" or "For Rent" signs pertaining to the sale and rental of the tract or tracts and improvement thereon.

5.14 Garbage/Trash disposal.

(a) No lot shall be used or maintained as a dumping ground for rubbish or a site for accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative vehicles and discarded appliances and furniture.

(b) Trash, garbage, or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a sanitary and clean condition.

5.15 Sanitary Sewers

No outside, open, or pit type toilets will be permitted in this subdivision. All dwellings constructed must have a sewage disposal system installed to comply with the requirements of the appropriate government agency.

5.16 Businesses

(a) No Lot or improvement shall be used for business, professional, commercial, or manufacturing purposes of any kind, whether for profit or not.

(b) No noxious or offensive activity shall be undertaken within the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood.

(c) Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring or giving lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

ARTICLE VI. ARCHITECTURAL CONTROL COMMITTEE

6.01 Architectural Control Committee

(a) There is hereby created an Architectural Control Committee ("ACC" or "Committee"). It shall be the purpose of the Committee, in reviewing plans, specifications, and tract plans to insure for all owners harmony of external and structural design and quality with existing structures and with the overall intended quality of the subdivision.

(b) The Committee shall be composed of three members which are Voting Members of Cripple Creek Farms North Civic Club, Inc. and who reside in the subdivision.

(c) Initially, the developer shall appoint such members and fill all vacancies, until eighty-five percent of the tracts have been conveyed. When a total of eighty-five percent of the tracts have been conveyed by warranty deed then the ACC membership shall be filled by majority vote of the property owners of Cripple Creek Farms North until December 31, 2006. Thereafter, vacancies on the ACC shall be filled by a majority vote of the Voting Members present at any General or Board meeting of Cripple Creek Farms North Civic Club, Inc.

(d) Vacancies may occur upon resignation, relocation of primary residence out of the subdivision, loss of Voting Membership status in the Organization, or death. The Board of Directors has the right, at their discretion, to remove from office any elected member of the Committee who is unavailable for 3 or more scheduled meetings of the ACC.

(e) The Committee shall have the right to designate, in writing, a representative to act for it in all matters arising hereunder.

6.02 Basic Control

(a) The Committee shall perform the architectural review functions set forth in this Declaration and shall adopt the procedural rules and regulations for the performance of such duties by the ACC, including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration.

(b) The Committee may develop guidelines setting forth the minimum acceptable development and construction standards; provided, however, that such outline will serve as a minimum guideline only and such Committee shall not be bound thereby.

(c) The Committee may change the Guidelines, as necessary, by a majority vote of the ACC Members and the Board of Directors.

(d) The Committee may authorize variances from compliance with any of the provisions of the Declaration and Guidelines as deemed necessary. The authorization must be in writing.

(e) Prior application and written approval by the ACC shall be required of any new construction and alterations made to the exterior of all existing structures as set forth in the ACC Guidelines.

(f) Each application made to the Committee shall be accompanied by two sets of final plans and specifications. One to be retained by the Committee and the other to be marked as "approved" or "disapproved" and returned to the owner or agent.

6.03 Effect of Inaction

(a) If the Committee fails to provide written approval or disapproval of an application of plans and specifications within thirty (30) days after the date of submission, the application and plans will be considered approved.

(b) An Owner submitting the plans to the Committee shall have the burden of establishing the date upon which the Committee received said plans.

6.04 Appeal

(a) Any Owner may appeal a decision of the ACC in accordance with the procedures established by the ACC.

(b) Such procedures would include the requirement that the appellant has modified the requested action or has new information which would warrant reconsideration.

(c) If the ACC again rules in a manner aggrieving the appellant, the decision of the ACC is final.

6.05 Fees

(a) The ACC may establish reasonable deposit requirements with the submission of applications.

(b) The deposit amounts shall be outlined in the Guidelines

(c) The creation of deposits is to encourage compliance with the building requirements and timelines.

(d) The ACC may establish reasonable guidelines and fees associated with non-compliance and violation of approved final plans.

6.06 Non-Liability for Approval of Plans

(a) ACC approval of plans shall not constitute a representation, warranty, or guarantee, whether express or implied that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions.

ARTICLE VII. HOMEOWNERS ORGANIZATION

7.01 Name

(a) For the purposes of Cripple Creek Farms North Subdivision (hereinafter, sometimes referred to as “CCFN Subdivision”) the Homeowners Association and the Civic Club are synonymous and are the same entity. The legal name of this organization shall be Cripple Creek Farms North Civic Club, Inc. (hereinafter referred to as “the Organization”).

7.02 Purpose

(a) The Organization shall be a non-profit organization for the purpose of promoting the civic and community welfare and pride among the owners of Cripple Creek North Subdivision property represented by the membership of said subdivision, and to foster and assist in the general civic and social enterprises and activities which may be beneficial to the community. The Organization shall encourage and enforce the restrictive regulations and covenants conducive to good planning and to the sustaining of property values therein by securing desirable improvements and benefits for said subdivision,.

7.03 Membership and Voting

(a) Ownership of each lot in CCFN Subdivision shall entitle the owner thereof to one “membership”, per lot owned, in the Organization. Members of the Organization shall include all those persons or entities who are voting members or non-voting members of the Organization as provided below.

(b) For purposes of these provisions, those persons who have purchased any of the lots in CCFN Subdivision shall be considered as “members” of the Organization. In the case of any lot owned by two or more persons or entities other than one individual, the owner or owners thereof may designate one person as the person eligible for membership.

(c) A person shall be considered as an owner of a lot in CCFN Subdivision only after such person has received legal title to such lot.

(d) **VOTING MEMBERS:** All those persons or entities owning a lot or lots in the CCFN Subdivision who are (a) current in the payment of any and all assessments due to CCFN Civic Club, Inc.; (b) not otherwise in default under any of the subdivision restrictions affecting such lot or lots in the CCFN Subdivision; and (c) are current in all other dues or other obligations to the Organization.

(e) **NON-VOTING MEMBERS:** Non-Voting members of the Organization shall be those members who are in arrears for more than (30) days in the payment of any assessments, dues, or accounts owed to the Organization, or in default in the performance of any obligation contained in any of the subdivision restrictions affecting CCFN Subdivision. However, no member shall be considered to be in default in the payment of any dues or accounts or obligations unless such member has been notified of such default by a written statement for at least thirty days. A non-voting member may not hold office or participate in the affairs of the Organization.

7.04 Bylaws

(a) The Organization has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions of this Declaration.

ARTICLE VIII.

MAINTENANCE DUES

8.01 Purpose and Use

- (a) The purpose of regular annual maintenance dues or special assessments shall be for the payment of operations, maintenance, preservation, enhancement, repair, and improvement of the Common Area, other purposes reasonably related to the foregoing, and to promote the recreation, health, safety, and welfare of the Owners.
- (b) In addition, such dues shall be used to pay the cost of administration of the affairs of the Association, including payment of applicable taxes, and for the preservation of the Association's existence, to the extent properly allocable to the performance and exercise of the Association's duties and powers under this Declaration.
- (c) The foregoing is intended as an authorization to the Association and shall not be construed to require expenditure of Association funds for any particular purpose.

8.02 Maintenance Dues Obligation

- (a) Regular annual maintenance dues shall be paid in such manner and on such dates as may be fixed by the Board of Directors.
- (b) Each Owner by acceptance of a deed to his or her Lot acknowledges that all maintenance dues levied are annual assessments due and payable in advance on the first day of the fiscal year. However, the Board of Directors of the Association may permit any assessment to be paid in installments.
- (c) If any Owner is delinquent in paying any maintenance dues or other charges levied on his Lot, the Board of Directors may revoke the privilege of paying in installments and require all dues to be paid.
- (d) With (30) days prior written notice and approved by $\frac{3}{4}$ of the board Maintenance Dues Obligations may be forgiven for any given year.

8.03 Establishment of Annual Maintenance Dues

- (a) The Board of Directors shall fix the amount and due date of the regular annual maintenance dues on a yearly basis at least sixty (90) days in advance of each assessment year.
- (b) The Board must produce a written budget for each fiscal year and use that as the basis for fixing the amount of the annual maintenance dues.
- (c) The first year of this Second Amendment's adoption the Board will set the Annual Maintenance Dues at \$45 per lot owned.
- (d) The Board of Directors may not impose a regular annual maintenance due which is more than ten percent (10%) greater than the regular assessment for the immediately preceding fiscal year without the majority vote of a quorum. A quorum consists of at least twenty-five percent (25%) of the Voting Members.
- (e) Written notice of the regular annual maintenance dues along with a copy of the budget shall be sent to every Owner at least thirty (30) days prior to the new fiscal year.
- (f) The regular annual maintenance due applicable for the previous year shall remain in effect until the Board of Directors shall determine a new regular annual assessment rate.

ARTICLE IX.

SPECIAL ASSESSMENTS AND FEES

9.01 Improvements /Repairs

- (a) In addition to the regular annual maintenance dues authorized herein, the Board of Directors may levy a special assessment against all Owners applicable to that year only for the purpose of defraying in whole or part the cost of any reconstruction, repair or replacement of capital improvements and related fixtures and personal property on or comprising a part of the Common Area.
- (b) Provided, however, in any fiscal year, special assessments which exceed five percent (5%) of the budgeted gross expenses of the Association for that year may not be levied without the

vote or written consent of a majority of a quorum of the Voting Members of the Organization, present, in person or proxy, at an annual or special meeting of the members of the Organization.

9.02 Fines for Violations

(a) The Board of Directors, without the vote or written consent of Members, may levy a fine against an Owner, after ten days prior written Notice and Opportunity for Hearing to an Owner:

- (i) As a remedy to reimburse the Organization for costs (including attorneys' fees) incurred in bringing the Owner, his lot or his Residence into compliance with the provisions of this Declaration, OR
- (ii) As a "penalty" for a violation as noted in the ACC Guidelines or Rules & Regulations

9.03 Delinquency Charges

(a) Any regular maintenance due or special assessment or fine owing pursuant to this Declaration not paid within thirty (30) days of said assessment or fine shall be delinquent. The Board shall levy a monthly late charge on the unpaid sum of one and half percent (1 ½ %) per month or ten dollars (\$10.00) per month, whichever is higher

9.04 Written Receipt

(a) The Organization shall, upon request, furnish to any person having a legitimate interest, a certificate signed by an officer of the Organization stating whether the regular annual maintenance dues and special assessments, if any, on a specified Lot have been paid and, if not, the amount due.

ARTICLE X. ENFORCEMENT AND LIENS

10.01 Lien charge

(a) The maintenance dues shall act as a "lien charge" upon the tracts in the Subdivision. If delinquent in payment of the regular annual maintenance dues, such charges shall accrue as a lien and charge upon the tracts and any action brought for collection of said lien shall constitute liquidated demand accruing to the benefit of the holder, or holders, of such right of action which shall, in addition to such charge, include the collection of interest at the legal rate, together with reasonable attorney's fees and court costs incurred in the collection thereof.

10.02 Enforcement

(a) If a property owner shall fail to pay a charge or fee when due and payable, said unpaid charge or fee shall be delinquent and, upon written notice mailed to said property owner by first class mail, shall become a personal debt of said property owner.

(b) The Organization may bring legal action against the Owner personally obligated to pay a delinquent assessment or fine and, after ten days prior written Notice and Opportunity for Hearing, the Organization may suspend a delinquent Owner's voting rights in the Organization while the assessment or fine remains unpaid.

(c) In any legal action to enforce payment of an assessment or fine, the Organization shall be entitled to recover interest, costs and reasonable attorney's fees, which shall also be charge and lien upon each tract or lot in Cripple Creek Farms North. The Organization may bring an action of law against the Owner personally obligated to pay an assessment or fine and judicially and/or non-judicially foreclose the lien against said Owner's lot.

(d) If any Owner in the subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, then any other owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from so doing by prohibitive or mandatory injunction and to recover damages for such violation.

(e) It is further stipulated that the invalidation of any one or more of these covenants, restrictions, or conditions by any judgment or court order shall in nowise affect or invalidate any of the other provisions, but all such provisions shall remain in full force and effect.

(f) The purpose of the foregoing restrictions is to maintain a high standard of living conditions and thereby make it a desirable residential section. It is understood and agreed that should a violation or attempted violation of any foregoing covenants and restrictions by purchaser in said subdivision occur, Cripple Creek Farms North, Inc is in nowise responsible, either financially or otherwise, but will use their best efforts to adjust any violations.

ARTICLE XI. AMENDMENTS

11.01 Amendments to this Declaration

(a) Amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Organization at which such proposed amendment is to be considered and shall be delivered to each member of the Organization.

(ii) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Organization. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Organization present, in person, or by proxy.

(b) Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the Amendment itself.