



TUSCAN VILLAGE HOMEOWNERS ASSOCIATION



Covenants and Restrictions

Adopted by Membership of Tuscan Village Homeowners Association

October 6, 2018 | Amended May 29, 2019 | Amended July 18, 2019

Revised April 5, 2024

Filed and Recorded in Somervell County

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Revision Filed April 12, 2024

Covenants and Restrictions for Tuscan Village Homeowners Association

Recitals

- A. The land covered by this Covenants and Restrictions for Tuscan Village includes the land shown on the plat of Lots 1-51 "Tuscan Village Addition" being a part of Block 42 of the Milam County School Land Survey, A-135, in the central part of Somervell County, Texas filed of Record at Instrument No. 20080138, Office Public Records of Somervell County (the "Property"). Such original Property plat of lots has been amended and modified by numerous individual filings submitted by the developer, approved by the City of Glen Rose, and recorded in the Official Public Records of Somervell County.
- B. This Covenants and Restrictions ("C&R") supersedes and replaces all prior "Covenants and Restrictions for Tuscan Village" filed on record at instrument No. 20170321, as well as the Amendment filed of record at instrument No. 20191134 and Amendment filed of record at instrument No. 20212745 in the Official Public Records of Somervell County.
- C. The Property is to be developed as a single-family residential subdivision. The Property is to be held, and conveyed subject to the easements, restrictions, covenants, and conditions set forth herein which –
 - a. Are for the purpose of establishing a general scheme for the development of the Property;
 - b. Are for the purpose of enhancing and protecting the value, attractiveness, and desirability of Lots within the Property;
 - c. Run with title to the Property and are binding on all parties having or acquiring any right, title, or interest in the Property of any part thereof; and
 - d. Inure to the benefit of each Owner of the Property.
- D. LIEN DISCLOSURE; EACH LOT IS SUBJECT TO ASSESSMENT LIENS DESCRIBED IN ARTICLE 3, SECTION 5 HEREOF.
- E. NOTICE OF STATUTE: EACH OWNER OF A LOT IS ADVISED THAT SECTION 202.004 OF THE TEXAS PROPERTY CODE AUTHORIZES COURTS TO ASSESS CIVIL DAMAGES FOR THE VIOLATION OF RESTRICTIVE COVENANTS IN AN AMOUNT NOT TO EXCEED \$200.00 FOR EACH DAY OF THE VIOLATION.

Declaration

Now, therefore, the individual owners of Lots adopt the above Recitals and adopt, establish, and impose the following covenants, conditions, liens, and restrictions upon the Property and declare that the Property will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to such covenants, conditions, liens, and restrictions.

Article 1
Definitions

The use of any of the following defined terms in their capitalized form will have the meaning designated below. The use of any of the following defined terms in their uncapitalized form will indicate the words have their normal meaning:

1. Architectural Review Committee - means a committee of three elected by the Board of Directors.
2. Association - means Tuscan Village Homeowner's Association.
3. Board - means the Board of Directors of the Association.
4. Common Areas - means the areas designated as "Common Area" on Plats of the Property and commonly known as, but not limited to, "the Clubhouse and Pool area," "the Fishing Pond area," "the Walking Trail area," "the Tuscan Village Entrance area," and "the Remote Vehicle Storage area."
5. Common Expenses - means:
 - a. All costs and expenses incurred by the Association to construct, install, and maintain the Enhanced Public Improvements, which includes, but is not limited to, all common areas, to the extent and standards of quality determined by the Board to be appropriate; and,
 - b. All other costs and expenses, including but not limited to reasonable attorney's fees, necessary to enforce the Association documents and to manage, operate, and perform the duties and functions of the Board, Architectural Review Committee, and the Association; and,
 - c. All costs necessary to establish a reasonable reserve fund as determined by the Board.
6. Enhanced Public Improvements - means the public improvements constructed, installed, and maintained in the Common Areas as detailed on any existing or future plat. The following is a list of potential improvements that may be offered but are not required with respect to Common Areas:
 - a. Installation and maintenance of irrigation systems including water and electricity, and management of seasonal watering in Common Areas;
 - b. Seasonal planting in Common Areas;
 - c. Tree care, which includes fertilization, pruning, and insect disease control in Common Areas;
 - d. Construction, repair, and maintenance of enhanced drainage areas, creeks, ponds, and fences;
 - e. Other services incidental to the installation and maintenance in Common Areas.
7. Lot - means each Lot (each a "Lot" but collectively "Lots").
8. Owner - means each Individual Owner and each Person who is a record owner of a fee simple interest in any Lot, but excluding any person who holds only a lien or interest in the Lot as security for the performance of any obligation.

9. Restrictions - means all the covenants, conditions, and restrictions set forth herein.
10. Streets - means any land located in an easement or a right-of-way dedicated for motor vehicle use.

Article 2

Membership and Voting Rights in the Association

1. Membership. Each Owner of a Lot is automatically a member of the Association ("Member").
2. Membership in the Association is appurtenant to and cannot be separated from ownership of a Lot. Any transfer of fee simple title to any Lot automatically transfers membership in the Association to the new Owner.
3. Member in Good Standing. A Member will be a "Member in Good Standing" if the Member:
 - a. Has fully paid all Assessments and other sums required herein and in the Association Documents;
 - b. Does not have a Notice of Unpaid Assessments filed by the Association against any Lot owned by the Member;
 - c. Has discharged all other duties and obligations to the Association provided in the Association Documents; and,
 - d. The Board may determine the good standing of any Member at any time.
4. Classes of Members. The Association will have two classes of Members;
 - a. Lots having an existing residential structure suitable for occupancy – each Lot shall be entitled to one vote.
 - b. An unimproved Lot (one without a residential structure suitable for occupancy) – each such Lot shall not be entitled to vote.
5. Quorum, Voting, and Notices. A quorum ("Quorum") shall be declared if a two-thirds ($\frac{2}{3}$) majority of the number of Members entitled to vote are present at the meeting, and decisions rendered based on a majority vote of those present, either in person, by proxy, or by absentee ballot. Decisions shall be rendered based on a majority vote of the Members so deemed present. If a Quorum is not present at a meeting, the meeting shall be adjourned and another notice of the meeting shall be given to the Members stating the date of the next meeting, which must not be less than 10 days nor more than 30 days after the previous meeting. Such notice shall advise the Members that a Quorum was not present at the previous meeting. Notice requirements for all actions of the Association that require approval by its Members are in the Association Bylaws. The term "Majority Vote of the Members" means at the time such vote is taken, the majority vote of a Quorum of Members entitled to vote. A Majority Vote of the Members will be the act of the Members.
6. No Cumulative Voting. There will be no cumulative voting.

7. Special Meetings. The Board of Directors or ten percent (10%) of the Members eligible to vote may call a special meeting with seven (7) days' notice to each Member.
8. Amendment of Rules and Regulations. Each Lot having an existing residential structure suitable for occupancy shall have one (1) vote in determining any matters necessary to the functioning of the Association. The Owners of legal title to at least 51.0% of the Lots, having an existing residential structure suitable for occupancy (as shown by the Deed Records of Somervell County, Texas) may set or amend any and all rules and regulations necessary to conduct the affairs of the Association, provided such rules and regulations are in compliance with State law. The rules and regulations may be amended by a vote at any open meeting for which notice has been given. This agreement, as well as any other rules and regulations, can be similarly amended.
9. Elections, Meetings, Votings, and Appeals.
 - a. All Elections will be conducted in accordance with Texas Property Code 209.0056, 209.0057, 209.0058, and 209.0059.
 - b. All Meetings will be conducted in accordance with Texas Property Code 209.0051.
 - c. All Votings will be conducted in accordance with Texas Property Code 209.0055.
 - d. All Appeals will be conducted in accordance with Texas Property Code 209.00591, 209.0092, 209.0093, and 209.0094

Article 3

Assessments

1. Covenants for Assessments. Each Owner of a Lot, by acceptance of a deed or other conveyance document (*whether or not any agreement to pay Assessments is included in such deed or document*), will be deemed to covenant and agree to pay to the Association, or to any Person designated by the Association, the Assessments provided in Section 2.
2. Monthly Assessments. "Monthly Assessments" for Lots having an existing residential structure suitable for occupancy will be as follows:
 - a. The total sum of the costs to maintain and operate the water well and clubhouse irrigation and all costs to maintain the Enhanced Public Improvements and Common Areas, including, but not limited to, the Clubhouse and Pool, the Pond, the Park Area, and the Walking Path, including the Common Expenses as defined, and any other expenditures authorized and approved by a majority vote of Members in Good Standing. Irrigation of front and side yards will be from City of Glen Rose water and paid by the homeowners.
 - b. An unimproved Lot (lot without a residential structure suitable for occupancy) shall not pay any monthly assessments until a newly constructed home on such lot is sold or rented and occupied. Lots

whose title has been transferred from the original plat owner shall be assessed maintenance fees as determined by the Board of Directors. No such fee shall be charged if the owner of the lot adequately maintains, in the judgment of the Board of Directors, the Lot.

3. Due Date of Assessments. Monthly assessments are due Semi-Annually, January 1 and July 1. The due date of Special Group Assessments or Special Owner Assessments will be fixed in the written notice levying such assessment, but such due date will not be earlier than 15 days after the date of such notice. Each Owner, if requested by the holder of a first lien on the Lot owned by such Owner, must pay the Assessments to such lien holder as part of the escrow amounts included in monthly mortgage payments. The lien holder will be obligated to pay the Assessments to the extent it has funds in escrow for such purpose. If any Assessments are more than 10 days overdue, a late fee of 5% of the amount due will be added to the assessment.
4. Personal Obligation for Payment of Assessments. The Assessments are personal obligations of the Owner of each Lot. No Owner may exempt himself from liability for Assessments. If an Owner does not pay an Assessment in full when due, such Owner must pay interest on the unpaid Assessment from the due date until paid at a rate of 12% per annum together with all costs and expenses of collection incurred by the Association, including but not limited to reasonable attorney's fees. A service charge in an amount established by the Board may be charged for each check for an Assessment which is returned unpaid. The Board may reject any partial payment and demand full payment, or the Board may accept partial payment without waiving any rights to the remaining balance. The obligation of an Owner to pay Assessments remains the personal obligation of the Owner, and such obligation will not pass to transferees from such Owner unless expressly assumed by the transferees; but the lien securing the Assessments provided for below will be unaffected by the transfer of any ownership interest in a Lot. In the event of any transfer of any ownership interest in a Lot, it will be the obligation of the transferring Owner to disclose the existence of all sums due and owing the Association to the transferee, the title company designated to handle such transaction, the financing entity, and any other party involved in the transaction. Such disclosure must be given before the date on which the transaction is to be consummated. A copy of the disclosure must also be sent to the Association or its designee at the same time.
5. Assessment Lien. All future Assessments and all unpaid Assessments, together with interest from the due date until paid and together with the costs and expenses of collection incurred by the Association, including but not limited to reasonable attorney's fees and court costs, are secured by a continuing contractual lien (the "Assessment Lien") against the affected Lot. The Assessment Lien encumbers each Lot and is binding on the Owner thereof and the Owner's heirs, successors, devisees, personal representatives, and assigns. The Assessment Lien attaches to each Lot as of the date of the

current Plat and on Lots included in future Plats as of the date future Plats are recorded in the Deed of Records in Somervell County, Texas, and is superior to all liens other than:

- a. A deed of trust or mortgage lien against the Lot;
 - b. Any sale and leaseback agreement or lease and sublease back agreement whereby an Owner transfers a Lot and simultaneously acquires a possessory interest under the lease or other agreement with the transferee; and
 - c. The lien securing real estate taxes.
6. Disclosure. ALL LOTS ARE CONVEYED AND ACCEPTED BY THE OWNER THEREOF SUBJECT TO THE ASSESSMENT LIEN. THE ASSESSMENT LIEN ATTACHES TO ALL LOTS AND IS SUPERIOR TO ANY HOMESTEAD RIGHTS THAT MAY BE ASSERTED BY THE PURCHASERS OF LOTS.
7. Tuscan Village Association (TVHOA) Registration Fee. Upon the sale of a newly constructed home, the buyer is required to pay a one-time Registration Fee of \$400.00 to TVHOA at the closing of the sale contract. The fee entitles the property owner to use and enjoy all of the Common Areas provided and maintained by TVHOA. No fee is required for resale transactions of any home in Tuscan Village.
8. Tuscan Village Homeowners Association (TVHOA) Resale Certificate. Upon request by a homeowner, a Resale Certificate shall be provided as required by law, for a fee of \$375.00. Once the Resale Certificate has been provided, the fee shall apply whether or not the closing of the sale of the property actually occurs.

Article 4

Restriction of Use of Lots

1. Residential Use. All Lots are to be used for single-family residential purposes only; however, the Board may authorize Lots to be used by builders temporarily for model homes. Short-term and long-term rentals are not permitted; however, the Board will review rental waiver requests (see Article 9) on a case-by-case basis. Rental waiver requests will only be granted at an open Board meeting where the action is duly notified to all Members in the agenda distributed prior to the meeting. No Businesses will be permitted on the property.
2. Extra Buildings. No building may be erected, altered, placed, or permitted to remain on any Lot other than one Residence per Lot and other buildings approved by the Architectural Review Committee. The Architectural Review Committee may approve outbuildings if they are of like-kind materials to the main dwelling and do not exceed eight feet (8') in height.
3. Single-Family Use. No Residence may be occupied except by one family consisting of persons related by blood, adoption, or marriage, or by no more than three unrelated persons living and cooking together as a single

housekeeping unit, together with any household employees who are being paid a reasonable salary for their services.

4. Temporary Structures. No temporary dwelling, shop, trailer, mobile home, manufactured home, modular home, or structure of any kind of a temporary character will be permitted on any Lot except: (i) children's playhouses and dog houses, which may be placed on a Lot only in places that are not visible from any Street unless otherwise approved by the Architectural Review Committee; (ii) a builder or contractor may have a temporary construction trailer on a Lot during construction of the Residence on that Lot if approved in writing by the Board of Directors.
5. New Construction. No prefabricated structure or any type of building may be moved onto a Lot. All structures on a Lot must be constructed on the building site.
6. Maintenance of Improvements. Each Lot Owner must:
 - a. Maintain the exterior of the Residence, buildings, fences, walls, and other improvements on the Owner's Lot in good condition and repair.
 - b. Replace worn and rotten parts.
 - c. Regularly repaint or re-stain all exterior painted and stained surfaces; and not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or other exterior portions of the improvements to deteriorate.
7. Landscape Upkeep. Each Lot Owner must maintain the yards on the Owner's Lot by keeping trees and shrubs trimmed (preventing an overgrown appearance) and eliminating weeds or dead plants. Landscape should be maintained to remain compatible with the existing yards of the other residences in Tuscan Village.
8. Vehicles. No automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, tractor or similar vehicle or equipment may be parked for storage in the Street or in the front driveway or anywhere on any Residence on the Property. No such vehicle or equipment may be used as a Residence or office temporarily or permanently. This restriction does not apply to any vehicle, machinery, or equipment temporarily parked and used for the construction, maintenance, or repair of a Residence or any Common Area in the immediate vicinity. Only passenger automobiles, passenger vans, and pick-up trucks that are in operating condition, have current license plates and inspection stickers, and are in regular use as motor vehicles on the Streets and highways of the State of Texas may be temporarily parked on the Street or in the driveway where visible from the Street. Recreational vehicles (RVs) and travel trailers that are in operating condition, have current license plates and inspection stickers, and are in regular use as motor vehicles on the Streets and highways of the State of Texas may be temporarily parked (up to 72 hours - to prepare for travel or upon return) on the Street. Parking in common areas is prohibited, unless specifically (and temporarily) approved by the Board.

- 9. Prohibited Animals.** No animals, livestock, or poultry of any kind may be raised, bred, or kept on the Property except dogs, cats, and other household pets to provide companionship for the private family. Animals are not to be raised, bred, or kept for commercial purposes or for food. No person can keep cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, geese, chicken, turkeys, ostriches, emus, skunks, or any other similar animal or fowl on the Lot. No pet may be kept on a Lot if it interferes with the quietude, health, or safety of the community.
- 10. Outdoor Pets.** No more than two outdoor pets will be permitted on each Lot. Pets must be restrained or confined on the back of the Lot inside a fenced area or within the Residence unless the pet is properly supervised and leashed and does not create a threat or nuisance. It is the responsibility of the pet owner to keep the Lot reasonably clean and free of pet debris. All pets must be properly tagged for identification and vaccinated against rabies. Dog owners must keep the dogs from excessive barking so as not to disturb other Lot Owners. All pets must be properly supervised. Owners must clean-up and remove all pet debris when Owners are walking and exercising their dogs on public sidewalks, streets, and the Common Areas.
- 11. No Changes to Exterior of Premises on existing homes or variations in new construction.** No changes of any kind, to include, but not limited to paint color, additions to Premises, roofing material or windows, type of mailboxes, or house numbers, will be permitted without the written permission of the Architectural Review Committee.
- 12. Vacant Lots.** Lots may not be used for storage of equipment or building materials, and should be mowed and free of debris.
- 13. Garage Sales.** Garage sales or yard sales within the neighborhood (Tuscan Village) are not permitted at any time. Two-day Estate Sales are permitted with the written approval of the Board of Directors.
- 14. Signage.**
- a. Real estate signs can only be posted in the front yard of the home for sale.
 - b. Small ground-mounted political signs or political flags (maximum size 24" x 36") may be posted in the front yard up to ninety (90) days prior to an election and removed ten (10) days after the election. One sign or flag for each candidate or measure is allowed. Signs or flags may not contain language, graphics, or any display that would be offensive to the ordinary person.
 - c. No signs are permitted on undeveloped lots with the exception of real estate signs.
 - d. Signs not covered above shall be submitted to the Architectural Review Committee for approval prior to display.
 - e. A single flagpole will be allowed outside each home's premises, with flags limited to the flag of the United States, the State of Texas, US

Armed Services, collegiate or professional teams, and Glen Rose Tigers.
No other flags will be allowed. (See 14.b for political flag rules.)

Article 5

Architectural Review Committee ("ARC")

1. Authority. No Residence, fence, wall, driveway, or other structure may be commenced, erected, placed, maintained, altered, re-roofed, or replaced, or the exterior stained, painted, or repainted until all colors, plans, and specifications, and a plot plan (collectively the "Building Plan") have been submitted to and approved in writing by the Architectural Review Committee, but if the exterior color scheme is not being changed from the color scheme previously approved by the ARC, it will not be necessary to obtain approval from the ARC. The Architectural Review Committee may refuse to approve a Building Plan which may, in the reasonable opinion of the ARC, adversely affect the enjoyment of Owners or the general value of the Lots. In considering the harmony of external design between existing structures and the Building Plan, the Architectural Review Committee will consider only the general appearance of the proposed building as can be determined from exterior elevations on submitted plans.
2. Plan Submittal. A complete copy of the Building Plan, previously approved by the City of Glen Rose and including the placement of the building on the Lot, must be submitted in duplicate to the Architectural Review Committee or its designee either by (i) certified mail, return receipt requested or (ii) digitally, if approved by and with signed digital acknowledgement from the ARC or (iii) personal delivery, but personal delivery will not be valid unless receipt of Building Plan is acknowledged in writing by the ARC or its designee. The Building Plan must be submitted at least 15 days before commencement of construction, staining or painting, or commencement of any improvements or re-roofing. The person submitting the Building Plan can request an expedited review by the Architectural Review Committee, who shall use their best effort to comply. The Building Plan must, if at all possible, show the nature, kind, shape, height, materials, exterior color scheme, and location of all improvements, including but not limited to elevations and floor plans on each structure to be built, square footage, roof pitch, and percentage of stucco and percentage of rock to be used on the exterior. The Building Plan must specify building location on the Lot. Samples of proposed construction materials must be delivered promptly to the ARC upon request.
3. Approval Procedure. When the Building Plan meets the approval of the Architectural Review Committee, the ARC will sign and mark "APPROVED" on one Building Plan and return it to the person furnishing the Building Plan and will sign and retain the duplicate Building Plan. If not approved by the Architectural Review Committee, the Building Plan will be returned marked "NOT APPROVED" and will be accompanied by a statement of the reasons for

disapproval signed by a representative of the ARC. Any exterior modification of an approved Building Plan must again be submitted to the Architectural Review Committee for approval. The ARC's approval or disapproval, as required herein, must be in writing. Verbal statements about the Building Plan will not be binding upon the Architectural Review Committee. If the ARC fails to approve or disapprove the Building Plan within 15 days after the date of submission of all information required, written approval of the proposal will not be required and compliance with this Article 5 will be deemed to have been completed. In case of a dispute about whether the Architectural Review Committee responded within the required time period, the person submitting the Building Plan will have the burden of establishing the date the ARC received it.

4. Rules and Regulations. The Architectural Review Committee may promulgate and enforce reasonable rules and regulations to carry out its architectural review duties or conduct its proceeding, including the formulation of guidelines to govern construction and improvements and for the establishment and collection of a reasonable fee for performance of its architectural review duties and functions. The ARC may, with Board approval, change the guidelines in any manner to supplement, amend, delete, modify, or abandon the guidelines as it deems reasonable.
5. Arbitration. An Owner aggrieved by a decision of the Architectural Review Committee regarding the Owner's Lot will have the right to submit the Architectural Review Committee's decision to arbitration. To do so, within 15 days following the date of the ARC's decision, the Owner must give the ARC written notification of the Owner's intention to submit the decision to arbitration; otherwise, the right to arbitration is waived. See Article 8.
6. Liability Limitation of the Architectural Review Committee. The members of the Architectural Review Committee and the partners, officers, directors, agents, employees, shareholders, and attorneys of any member of the ARC have no liability for decisions made by the Architectural Review Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the Building Plan will be the responsibility of the Owner of the Lot. The Architectural Review Committee has no obligation to check errors in or omissions from the Building Plan or to check the Building Plan for compliance with the general provisions of this document, State or Federal statutes or the common law, setback for Lot lines, building lines, easements, or any other matters.

Article 6

Construction

1. No dwelling shall be erected on said property of materials other than stucco, unless the above-mentioned material constitutes a minimum of seventy-five (75%) percent of the total outside area of said building. The remaining

percentage of the outside area may only be covered in rock. No wood (other than trim), siding, or brick is to be used on the exterior of any dwelling. The Architectural Review Committee reserves the right to approve all designs prior to construction.

2. The total floor area of the main dwelling on each tract, exclusive of open porches and garages, shall not be less than Eighteen Hundred (1,800) square feet in the living area. Subject to the approval of the Architectural Review Committee, the square footage of a dwelling can be reduced to Fifteen Hundred (1,500) square feet if the dwelling cannot be properly sited due to lot size. All roofs must have a 6/12 pitch and constructed of concrete tile only. No dwelling shall exceed two (2) stories in height.
3. Construction of new buildings only will be permitted. No existing building may be moved to a lot in this subdivision and remodeled for purposes of converting same to a dwelling unit. No single-wide or double-wide mobile home or any other type of mobile home may be moved onto the property and no variance may be granted allowing a mobile home to be placed on any lot. All construction within the subdivision shall be completed within Twelve (12) months of the date when such construction was begun.
4. All residential dwellings erected on any property in the subdivision will be constructed by a contractor chosen by the Lot Owner. A Lot Owner may serve as his or her own general contractor.
5. The Lot Owner or contractor must landscape the front and side yards with drought-resistant trees, shrubbery, and other plants, install weed barrier and drip system, and cover the area with rock in a design that is compatible with the existing front and side yards of the other residences in Tuscan Village. Grass is not permitted in the front and side yards. The drip system must be connected to City of Glen Rose water and paid by the homeowner. Fencing on the property will be six (6) feet high or less in height, and is allowed around the side and rear yard areas. Fencing materials shall be composed of either (a) concrete block, painted or covered with stucco and painted or (b) ornamental iron/aluminum. Fence area and material must be approved by the Architectural Review Committee prior to construction.
6. Construction of primary residential dwelling must begin no later than Twelve (12) calendar months from the purchase of each Lot, unless an extension of time is approved by the Architectural Review Committee. Contractors must provide a container to house the waste and ensure the overall cleanliness of the construction site, in accordance with common practices in the home building industry.
7. Any contractor or sub-contractor entering Tuscan Village for the purpose of working is required to adhere to the following hours of operation:
 - a. Monday through Saturday between the hours of 7:00 a.m. and 8:00 p.m.
 - b. No work shall be permitted on Sunday without the prior written approval of the President or Board of Directors.

- c. Work approved for Sunday must be performed inside the house, and no outside noise-generating equipment will be permitted, including but not limited to compressors, saws, or grinders.
 - d. No work shall be permitted on Christmas, Thanksgiving, or New Year's Day.
 - e. Waivers for compelling or emergency situations must be submitted for review and approved by the President or his or her designee prior to any out-of-scope work taking place.
8. Builders or contractors and their employees/contractors/crews and/or family members may not use the Clubhouse, Pool, Pond, or Common Areas without express permission of the Board of Directors.

Article 7

General Provisions

1. Insurance. Each Lot Owner must maintain their own homeowner's policies. It is not the responsibility of the Association to maintain any type or kind of insurance on the individual Premises.
2. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved across all Lots as necessary for the installation, operation, maintenance, and ownership of utility service lines from the property lines to the Residences.
3. Recorded Plat. All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and will be construed as being adopted in each contract, deed, or conveyance executed, whether specifically referred to therein or not.
4. Term. The Covenants and Restrictions will run with and bind title to the Property and will remain in full force and effect until such time as the Association is dissolved and terminated.
5. Severability. If any condition, covenant, or restriction herein contained is invalid – which invalidity will not be presumed until it is determined by the final non-appealable judgment or final non-appealable order of a court of competent jurisdiction – such invalidity will not affect any other condition, covenant, or restriction, each of which will remain in full force and effect.
6. Binding Effect. Each of the conditions, covenants, restrictions, and agreements herein contained is made for the mutual benefit of, and is binding upon, each person acquiring any part of the Property and each person owning any land included in the subdivision. Their instrument, when executed, will be filed for record in the Deed of Records of Somervell County, Texas, so that each Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions, and agreements herein contained.

7. Amendment. The Owners of legal title to at least 51.0% of the Lots, having an existing residential structure suitable for occupancy, (*as shown by the Deed Records of Somervell County, Texas*) may amend the covenants, conditions, and restrictions set forth herein by voting in favor of such amendments in an open meeting of Lot Owners and recording an instrument containing such amendments.
8. Attorney's Fees. If attorney's fees are incurred for the enforcement of these Covenants and Restrictions, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs. Attorney's fees assessed against an Owner may be collected as a Special Owner Assessment as provided in Article 3 without the necessity of a vote by the Members.
9. Time. Time is of the essence.
10. Gender. When the context requires, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.

Article 8

Violations, Fines, and Arbitration

1. The specific policy will be listed on the Tuscan Village Association website, www.tuscanvillagehoa.com. All violations, fines, and arbitration will be handled in accordance with Texas Property Code 209.006 and 209.0061.
2. The schedule of fines and categories are contained within the specific policy on the website. A form for reporting violations is also available on the website.
3. Hearings will be conducted in accordance with Texas Property Code 209.007.

Article 9

Waivers

1. A waiver form is posted on the website, www.tuscanvillagehoa.com, and is required to be completed when an Owner is requesting a waiver of any of the conditions, covenants, restrictions, and agreements herein contained. A copy of the form will be available to print on the website in the case that an Owner is unable to submit it on the website. A waiver submission can be submitted to the Board of Directors or its designee either by (i) certified mail, return receipt requested or (ii) personal delivery, but personal delivery will not be valid unless receipt of the waiver submission is acknowledged in writing by the Board of Directors or its designee.
2. The Board of Directors will review each submission on a case by case basis and will sign and mark "APPROVED" or "NOT APPROVED" on the form and return it to the person submitting the form. The Board of Directors will retain a copy of the waiver after a decision has been made. Any disapproval will be accompanied by a statement of the reasons for the decision. Verbal statements regarding a waiver submission will not be binding upon the Board of Directors.

Article 10

Hold Harmless

1. The use of all amenities and common areas, including but not limited to the Clubhouse, Pool, Pond, and walking trail is at the residents' and their guests' risk. Tuscan Village Homeowners Association (and the Board of Directors) assumes no liability.

Article 11

Neighborhood and Common Area Policies

1. Reservations for use of the Clubhouse and/or Community Swimming Pool are to be made through the Secretary of the Board, and are required to reserve it for an exclusive event. No event may last more than eight (8) hours nor on consecutive days. No more than two (2) reservations per family per year or reservation on a national holiday are allowed unless Board approval is requested and given. Clubhouse rules are posted in the Clubhouse. If the Clubhouse is not left clean after use, the user will be charged for cleanup.
2. Children under the age of sixteen (16) are not allowed at the Pond without an adult present. No swimming/diving/wading is allowed in the Pond. If fish caught will not be consumed, practice catch and release. No gutting or cleaning of fish is allowed on the dock or in the common areas.
3. Children under the age of sixteen (16) are not allowed at the Community Swimming Pool unless accompanied and supervised by an adult. Pool rules are posted poolside and shall be followed by residents and their guests.
4. No discharge of firearms is allowed within Tuscan Village and its Common Areas.
5. The Overflow Parking/Storage Area is for the use of Lot Owners only. The hours of use are from sun-up to sundown. Trailers, boats on trailers, and RVs may be parked/stored. No dumping is permitted on any Common Areas.
6. When not set out for trash pick-up (only evening before and day of), garbage carts must be stored on the side of the house or in the garage, not on the driveway pad.
7. Homeowners are discouraged from street parking overnight to allow for ease of access by other residents, emergency vehicles, school bus, garbage collection trucks and mail carriers.

At a duly called special meeting of Tuscan Village Homeowners Association held April 5, 2024, the Owner of each Lot, having an existing residential structure suitable for occupancy and being entitled to One (1) vote, in person or by written proxy, by a majority vote approved the adoption of this Covenants and Restrictions. Unimproved Lots (one without a residential structure suitable for occupancy) are not entitled to vote.

Dated the 12th day of April, 2024

TUSCAN VILLAGE HOMEOWNERS ASSOCIATION
A Texas Corporation

By Larry Wilson
President

Attest Christine Matson
Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF SOMERVELL

This instrument was acknowledged before me on this date, the 12th day of April, 2024, by Larry Wilson, President of Tuscan Village Homeowners Association, a Texas Corporation, on behalf of said corporation.

Evelina Ramos
Notary Public

My commission expires: Dec. 14, 2027

THE STATE OF TEXAS
COUNTY OF SOMERVELL



This instrument was acknowledged before me on this date, the 12th day of April, 2024, by Christine Matson, Secretary of Tuscan Village Homeowners Association, a Texas Corporation, on behalf of said corporation.

Evelina Ramos
Notary Public

My commission expires: Dec 14, 2027



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Michelle Reynolds

Michelle Reynolds, County Clerk

Somervell County Texas

April 12, 2024 08:23:30 AM

CHENRY

FEE: \$85.00

COV&RES

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