

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE MEADOWS AT CLEARFORK SUBDIVISION, SECTION 1

CALDWELL COUNTY, TEXAS

This Declaration of Covenants, Conditions and Restrictions ("Declaration") pertains to and restricts the following described Real Property, to wit:

Lots 25 through 44, Block F, Lots 1 through 18, Block G, Lots 1 through 20, Block H, Lots 3 through 15, Block I, Lots 15 through 38, Block J, Lots 10 through 16, Block K, Lots 1 through 22, Block L. The Meadows at Clearfork Section 1 (the "Property") according to the maps or plat thereof-recorded in Cabinet B Slide 27 of the Official Records of Caldwell County, Texas. This land is further described as all of a certain tract or parcel of land situated in City of Lockhart, Caldwell County, Texas and being a part of the Francis Berry Survey A-2 and being also a part of a tract of land called 73.829 acres and conveyed to Lockhart II Partners, Ltd. by deed recorded in the Official Records of Caldwell County, Texas.

The Declarant, Lockhart II Partners, Ltd., a Texas limited partnership, owner of all the Property described above, does hereby declare that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property, and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of the Owner thereof.

## ARTICLE ONE

- 1.01 "Architectural Control Committee" shall have the meaning contained in Article Three hereof.
- 1.02 "Association" means The Meadows at Clearfork Homeowners Association, Inc., a Texas non-profit corporation established or to be established by Declarant.
- 1.03 "Board" means the Board of Directors of the Association.
- 1.04 "Bylaws" means the bylaws of the Association.
- 1.05 "Common Area" or "Common Elements" means all real property and improvements owned or leased by the Association.
- 1.06 "Common Assessment" or "Assessment" means the charge against each Owner of a Lot for his/her allocable portion of the Common Expenses
- 1.07 "Common Expenses" means and includes:
- (1) all expenses incurred by the Association for promoting the health, safety, welfare and recreation of the Owners of the Lots and in particular for the administration and management, ownership, maintenance, operation, repair, replacement, or improvement of and addition to the Common Elements and costs of enforcement of these Declaration provisions and any Bylaw or rule provisions.
  - (2) expenses declared to be Common Expenses by provisions of this Declaration or by the Bylaws of the Association.
- 1.08 "Declarant" shall refer to Lockhart II Partners, Ltd., a Texas limited partnership, its successors and assigns.
- 1.09 "Lot" shall refer to those Lots on the Property in The Meadows at Clearfork Section 1, a Subdivision in Caldwell County, Texas according to the maps or plat thereof recorded in Plat Records of Caldwell County, Texas.
- 1.10 "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including Declarant for so long as Declarant owns one or more Lots, but excluding those persons or entities having such interest in a Lot merely as security for the performance of an obligation.

- 1.11 "Property": shall refer to that certain real property described in the first paragraph of this Declaration.
- 1.12 "Residence" and "Dwelling" shall mean a single-family residence that has been constructed of new materials on a lot.
- 1.13 "Rules" means the Rules and Regulations adopted and amended from time to time by the Board.

## ARTICLE TWO

### USE RESTRICTIONS

- 2.01 Residential Purposes Only. All Lots shall be used for single family residential purposes only. No residence shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories in height. Declarant shall be entitled to place one or more model homes and a real estate sales office on certain Lots to facilitate Declarant's lot and residence sales program.
- 2.02 Minimum Residential Construction Requirements. Any residence constructed on a Lot must have a ground floor living area of not less than 1400 square feet exclusive of open or screened porches, terraces, patios, driveways, carports, and garages, or not less than 800 square feet on any one and one-half story dwelling. Any residence constructed on a lot shall have a front exterior wall of not less than one hundred percent (100%) masonry construction, and have an overall minimum of seventy five percent (75%) masonry; shall have a peaked, composition shingle, metal or tile roof; shall be constructed of new materials; shall conform to all building codes adopted by the City of Lockhart, Texas; and must be approved by the Architectural Control Committee as to location, materials and design in advance of construction on the Lot. Each Residence or other structure must be constructed and finished within nine (9) months from the start of initial construction

activity on the Residence or other structure, barring unforeseen acts of God, weather caused delays, or labor or material shortages. "Masonry" as the term is used in this Declaration means only brick, stone, hardiboard, or stucco.

- 2.03 Parking, Driveways and Storage Buildings. All residences must have parking and driveway areas (driveway areas over which vehicles pass on the way to the garage or carport do not qualify as parking areas) for at least two automobiles, which improvements may be located on the front, side or rear of the residence. If the Owner desires to construct one or more storage buildings on the Lot, then the storage buildings must be constructed of new materials similar to or compatible with the main residence; be located on the side or rear of the residence; have a peaked roof made of composition shingles, metal or tile; conform to all building codes adopted by the City of Lockhart, material and design in advance of construction or placement on the Lot.

Owners or residents of the Property may not park cars in the streets of the Property. The Board may adopt further parking restrictions in the rules and regulations for the Property.

- 2.04 Setbacks. No residence or other structure shall be located on any Lot nearer than twenty (20) feet to the front lot line or nearer than five (5) feet to any side lot line (except for Lots adjacent to a side street the side setback will be fifteen (15) feet from such side street).

No residence or other structure shall be located on any lot nearer than ten (10) to the rear lot line. The building set-back lines shown on the recorded plat of the Property reflect the City of Lockhart zoning laws in effect when the plat was recorded and are not as great as those required herein. If the city of Lockhart zoning laws require a greater distance than is required herein, then the greater distance shall be required. For the purposes of

the covenant, eaves, steps, and open porches shall not be constructed to permit any portion of a building on a lot to encroach upon any other lot.

The above setbacks may be altered slightly to save existing trees on building sites at the judgment of the architectural control committee and within the regulations of the City of Lockhart.

- 2.05 Position on Lot. Each Lot fronting on Paintbrush Dr. shall have the residence face Paintbrush Dr.
- 2.06 Resubdivision or Consolidation. No Lot shall be subdivided to make such Lot smaller than its original size. Any person owning two or more adjoining Lots may consolidate such Lots into one Lot with the privilege of constructing the improvements permitted herein on the resulting consolidated Lot and the building set-back lines described above shall be waived as to the set-back lines located on the adjoining interior side lot lines of the consolidated Lot.
- 2.07 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of the Property. The Declarant, utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall not be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement. All utility poles must be located as close to the side lot line as possible and all residential utility connections from the meter pole to the residence must be underground. If an owner desires to consolidate two Lots into a single Lot, then the public utility easements shown on the Plat of the Subdivision and reserved in this Declaration may be waived by the City of Lockhart if such public utility easements: (a) are not then in use by the public utility providers, and

(b) in the opinion of the City of Lockhart, will not be necessary for future use a public utility easements.

- 2.08 Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 2.09 Prohibited Residential Uses. No structure of a temporary character, trailer, mobile home, RV, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
- 2.10 Recreational Vehicles, Boats and Inoperative Vehicles. No recreational vehicle, boats, or inoperative vehicles will be permitted to be parked or stored on any Lot unless parked in a fully-enclosed garage or otherwise screened from view.
- 2.11 Hunting and Shooting. Hunting and shooting of firearms are prohibited on all Lots.
- 2.12 Manufacturing, Storage and Commercial Activity. No manufacturing, open storage or commercial activity of any kind shall be conducted on any Lot.
- 2.13 Compliance with Law, Building Plan Approval and Permits. No Residence or other improvement shall be erected or altered on any Lot and no part of the Lot (with the exception of the interior of the dwelling) may be altered, including landscaping (other than seasonal changes of plantings and routine upkeep of landscaping) until the plans and specifications and a plot plan showing the location thereof have been submitted to and approved in writing by the Architectural Control Committee or its designated agent, or its successors or assigns. The purpose of such submission of the plans and specifications and plot plans shall be to insure their conformity with the general character of the Subdivision and with the restrictions, reservations, covenants, conditions and easements set out herein. No Residence or other structure shall be erected or situated on any Lot except in compliance with applicable building and use codes, zoning laws, and other laws

and regulations applicable to the Subdivision established and adopted from time to time by the City of Lockhart, County of Caldwell, and the State of Texas.

- 2.14. Rubbish, Trash, and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste is allowed anywhere on the Property except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Garbage containers shall not be placed at, or be allowed to remain on, the public road except on regularly scheduled garbage collection dates. Garbage containers shall be kept out of sight from the street except on regularly scheduled garbage collection dates. Garbage containers may be put out on the street no sooner than 24 hours before garbage pick-up and must be brought in no later than 24 hours after garbage pick-up. Only garbage containers made of molded plastic with lids attached will be allowed to be used by Owners, unless the entity which collects such garbage specifies or provides a different type of garbage container.
- 2.15 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot.
- 2.16 Water Supply. All residents must be connected to the Subdivision water system prior to occupancy. Individual water systems shall be permitted on any Lot for irrigation purposes only and only if the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of any state, county municipal, or other governmental subdivision or agency having lawful authority pertaining thereto. Approval of the system as installed shall be obtained from that authority.
- 2.17 Signs. No signs of any character shall be allowed on any Lot except for one "for sale" or "for lease" sign not to exceed five square feet.
- 2.18 Water Runoff. Nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface water runoff in such a manner as to cause such

water runoff to be diverted across any other Lot or which causes flooding or erosion to any other Lot or to any street or ditch.

- 2.19 Sight Distance at Intersection. No fence, walk hedge, or shrub planting that obstructs sight lines at elevation between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of intersections unless the foliage is maintained to meet the sight-line requirements set forth above.
- 2.20 Animals. No horses, cows, poultry or livestock of any kind (other than normal household pets) may be kept on any lot at any time. No more than two dogs shall be permitted on any Lot in the Subdivision. No dogs shall be allowed to roam free with the Subdivision. All dogs must be kept behind a fence or on a chain or leash at all times. ~~Now~~ swine shall be permitted. No commercial animal breeding operations are permitted on any lot at any time. Every Owner shall erect fencing adequate to confine all household pets within their Lot. No animals shall be permitted until fencing is complete.
- 2.21 Prohibited Items. No wrecked, junked, broken down or inoperative automobile, truck, bus, motorcycle, or other motor vehicle, no boat or trailer, no portable basketball goals or any type of recreational or exercise equipment or any part thereof, or any other unsightly item which detracts from the appearance of the Property in the sole opinion of the Board, shall be placed or parked or be permitted to remain on or in front of any Lot as to be

visible from any street or highway or from any adjacent Lot. Noncompliance with this section may result in removal by Declarant or Association at the Owner's expense.

2.22 Trucks, Buses, Trailer, Recreational Vehicles, Boats, and Automobiles. No automobile, truck, bus, trailer or recreational vehicle or boat shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity; and no truck, bus trailer, recreational vehicle or boat shall be parked on any portion of any Lot or on any street on the Property in excess of seventy-two (72) hours within a ten (10) day period (unless as otherwise provided herein).

2.23 Fences and Walls. Only fences made of wood or masonry are permitted (no chain link). As each house is built the builder or Owner must construct a 6' privacy fence around the back yard and up both sides of Lot and tie it into the house before the house is complete. All fences must be maintained in a neat and attractive manner at all times. The location, design and type of materials in all fences, walls and/or retaining walls must be approved in writing by the Architectural Control Committee prior to commencement of construction. Any wood fence constructed by an Owner shall have the support structure (i.e., the posts and cross members) oriented to the inside of the Lot so that the posts and cross members are not visible from outside the particular Lot on which the fence is constructed. All fences shall be maintained by the individual Owner in a neat and attractive condition and shall not be allowed to remain in disrepair at any time.

2.24 Satellite Dishes and Antennas. No satellite television dish in excess of 1 meter in diameter shall be installed on a Lot. All satellite dishes shall be placed in the rear of the residence and screened from view. Radio antennas in excess of 15 feet are not permitted on the Lots.

2.25 Landscaping. Each Owner shall maintain all trees, grass and shrubs on the Owner's Lot in a neat and attractive condition. Declarant and the Association reserve the right, but not the obligation, to maintain landscaping, dwellings, or any other improvement that is not being maintained in a neat and attractive manner in the sole opinion of Declarant or the Association, including the right to paint dwellings and mow any uncut grass, shrubs, trees and weeds which pose a health or safety threat to the Subdivision, or which detract from the appearance of the Subdivision. If such maintenance work is to be performed on a Lot not owned by Declarant, Declarant or the Association shall give the owner of such Lot at least 7 days written notice of intent to maintain the Lot. If such Lot is not brought to a neat and attractive appearance in accordance with the instructions in the notice within such 7 day period, all costs incurred by Declarant or Association in bringing the Lot into compliance will become a personal obligation of the Lot owner and will constitute a lien on the owner's Lot, enforceable in the same manner as the Association's lien for assessments referenced in Article Five. In addition, Declarant and Association reserve the right, but not the obligation, to landscape and maintain the front portion of the Lots fronting on Lantana Avenue.

2.26 No Drilling, Mining, or Burying. No drilling or mining for oil, gas or other minerals, including but not limited to, sand, gravel, soil, rock, coal, lignite, iron ore, or uranium, shall be allowed on any Lot. No trash, garbage or other debris may be buried on any Lot.

2.27 Mailboxes. Individual mailboxes will be allowed on any Lot unless disallowed by the U.S. Post Office. All individual mailboxes will be constructed and maintained in accordance with the criteria established by the Architectural Control Committee from time to time.

ARTICLE THREE  
ARCHITECTURAL CONTROL

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3.01 Architectural Control Committee. There is hereby created the, The Meadows at Clearfork Section 1 **Architectural Control Committee** (herein referred to as the "Committee"). The Committee shall be appointed by Declarant until such time as Declarant no longer owns any Lots in the Subdivision, or until Declarant delegates control over Committee appointment to the Board. The initial address of the Committee is 1901 South Colorado Street, Lockhart, Texas 78644, Attention: K.D.Kaigler, The initial members of the Committee shall serve until their successors are appointed. The Committee shall consist of at least three persons appointed by the Declarant or, if applicable, by the Board. Any member of the Committee may be removed, with or without cause, by the Declarant or Board. In the event any member of the Committee should be so removed from The Committee or if any member of the Committee should die, resign, refuse to act, or become unable or ineligible to act, Declarant or Board shall have the authority to designate a successor. No member of the Committee or its designated representative, as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. A majority of the Committee may designate one or more representative(s) to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the Committee.

3.02 Duties and Powers. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No Residence, fence, wall, storage building, landscaping (other than routine maintenance and seasonal planting changes), outside lighting, or other structure or improvement of any nature shall be placed, constructed, erected or altered on any Lot,

nor shall any exterior addition to or change or alteration (including painting any exterior portion of an improvement any color other than the exact color originally painted) thereof be made until the plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of design and location in relation to the surrounding area, (b) quality of workmanship and materials, and (c) any architectural guidelines adopted by the Association. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical and plumbing details and the nature, kind, shape, heights, color scheme and materials of the proposed improvements or alterations. In addition to other rights the Committee has, the Committee shall also have the right, where not otherwise set forth herein, to specify:

- A. Minimum Setbacks;
- B. The location, heights and materials of fences, walls, or other screening devices;
- C. The orientation of structures and landscaping on Lots with respect to streets, walks and structures on adjacent properties, however, the Committee shall not require setbacks further away from the streets than any platted building setback line;
- D. A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement; and
- E. The location, size, materials and style of all individual mailboxes.

No person exercising any prerogative of approval or disapproval by the Committee shall be any liability by reason of the good faith exercise thereof.

3.03 Committee Approval. Any approval or disapproval by the Committee or its designated representative(s) on any of the above matters shall be in writing and either conveyed in

person or by mail. In the event said Committee or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed approved (except for any requiring variances as provided below). The Committee shall have the right, exercisable in its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the Committee shall approve a request for variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (where applicable) the conditions on which the variance has been approved and signed by a majority of the then members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Plat. Failure by the Committee to respond within thirty (30) days to the request for a variance shall operate as a denial of the variance,

- 3.04 Term. The duties and powers of the members of the Committee named herein and its successors shall continue perpetually.

- 3.05 No Implied Waiver or Estoppel. No action or failure to act by the Committee Shall constitute a waiver or estoppel with respect to future action by the Committee with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction such person or other Owner.

## ARTICLE FOUR

### GENERAL PROVISIONS

- 4.01 Enforcement. The Declarant or any Owner, or the Association, shall have the right but not the obligation to enforce by any proceeding at law or in equity, by injunction or otherwise, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration, or in order to prevent a breach thereof, and shall be entitled to reimbursement of all costs and expenses incurred in connection therewith, including reasonable attorney's fees. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 4.02 Severability. Invalidity of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.
- 4.03 Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Declarant, the Owner of any Lot subject to this Declaration, or any association of Owners, and their respective representative, heirs, successors, and assigns, and, unless

amended provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each. The covenants, conditions, and restrictions of this Declaration may be amended during the first (20) twenty year period by an instrument signed by not less than 60 percent of the Lot Owners and thereafter by an instrument signed by not less than 60 percent of the Lot Owners. No amendment shall be effective until recorded in the Official Records of Caldwell County, Texas. Notwithstanding anything contained herein to the contrary, for so long as Declarant owns one or more Lots, Declarant shall have the sole right to amend the provisions of this Declaration.

- 4.04 Interpretation and Variances. Notwithstanding anything contained herein to the contrary, the Declarant and its designated successors and assigns, expressly reserve the right to interpret any and all conditions, limitations and restrictions contained in this Declaration, but such right shall be without prejudice to the rights of enforcement prescribed herein, and to grant any variances which may be necessary or required in order to prevent hardship on a particular Lot due to unusual or unique conditions on the Lot.
- 4.05 Assignment. Declarant reserves the right to assign to the City of Lockhart, Texas, any or all of the rights reserved to the Declaring hereunder, which assignment shall be effective on the date such assignment is filed of record in the Official Records of Caldwell County, Texas.
- 4.06 Rights Run with the Land. The restrictive covenants and use limitations herein provided for on the Property are hereby declared to be covenants running with land and shall be fully binding upon all persons acquiring title to any Lots within the Subdivision.
- 4.07 No Warranty of Enforcement. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or

may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability thereof and of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more as such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the Lot agrees to hold Declarant harmless therefrom.

## ARTICLE FIVE

### USE RESTRICTIONS/ASSOCIATION

- 5.01 Maintenance by Owner. An Owner shall maintain and keep in repair improvements on his Lot, including the landscaping and exterior and interior features thereof.

An Owner shall be obligated to repair and replace promptly any broken or cracked windows, doors, or glass in any improvement on such Lot, subject to the Association's right to control the exterior finish and color of the doors. An Owner when exercising his right and responsibility of repair, maintenance, replacement, or remodeling shall never alter in any manner whatsoever, the exterior appearance of his Lot.

If an Owner fails to comply with such Owner's repair and maintenance duties, the Association may do so upon 7 days notice to Owner and the Owner in question shall immediately reimburse the Association for all costs associated with such repair or maintenance and all costs expended by the Association shall become a lien against the Owner's lot enforceable in the same manner as described in this Article Five.

- 5.02 Maintenance and Management by the Association. Except as otherwise provided in the Declaration, the affairs of The Meadows at Clearfork shall be managed and administered by the Association. The Association shall have all rights, powers and duties of, and shall constitute and be, the "Association," as that term is used in Texas Property Code Chapter

209, as subsequently amended. The Association shall have the right, and power to provide for the maintenance, repair, and replacement, of Common Elements and administration of the Association, to the degree and in the manner as provided in this Declaration, the Bylaws, and the rules and regulations of the Association.

The business and affairs of the Association shall be managed by the Board, and the Association will enter into a management agreement upon the terms and conditions approved by the Board and consistent with this Declaration.

5.03 Board of Directors.

(a) The Board shall consist of the number of persons stated in the Bylaws. In the event that a Lot is owned by a corporation or other business entity, an officer, director, or employee of such entity may serve as a Director. The election of Directors shall be conducted at each annual meeting of members.

(b) Each member shall be entitled to cast his total number of votes, as calculated in the manner provided in Paragraph 5.06 of this Declaration. No member shall cast for any one candidate more than the total number of votes that member has. The candidates receiving the highest number of votes up to the number of vacancies shall be deemed elected. Members shall not vote cumulatively for the election of Directors. The presence of a majority of Directors at a meeting of Directors shall constitute a quorum for the transaction of business. The action of a majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board. A meeting of the Board shall be held each year promptly after the annual meeting of the members, at the place of such annual meeting of members, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board shall be held at such times and places as the Board shall determine.

(c) The members of the Board shall serve for a term as designated in the Bylaws, commencing at the time of their election, or until their death, resignation, removal, or until they are no longer members of the Association, whichever is earlier. Any member of the Board may be removed from membership on the Board, with or without cause, by the affirmative vote of a majority of the votes represented at a meeting of the Owners at which a quorum is present called to consider such action or at an annual meeting of the Owner.

(d) Notwithstanding any language to the contrary herein, Declarant shall have the right to appoint all Board members until such time as Declarant owns no Lots in the Property.

5.04 Articles of Incorporation and Bylaws. The administration of The Meadows at Clearfork shall be governed by this Declaration, the Articles of Incorporation of the Association, and the Bylaws of the Association, and the resolutions of and rules and regulations adopted by the Board. Each of the foregoing documents may be amended or changed only in accordance with the amendment procedures contained in the respective documents. An Owner of a Lot, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership.

5.05 Administration and Enforcement of Declaration, Bylaws and Rules. The Association or any Owner may utilize any of the rights and remedies set forth below, for the enforcement of all restrictions, conditions, covenants, reservations, liens, bylaws, rules, charges, and liabilities imposed by the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or Rules. Failure of the Association or any Owner to enforce shall not be deemed a waiver of the right to do so thereafter.

(a) *Rules and regulation authority.* The Board may adopt rules and regulations (which may be referred to as Community Policies) for governing the use and maintenance of the Property and obtaining compliance by Owners and their families, guests, and tenants with the Declaration and with Association bylaws, rules, and regulations, provided that same are not prohibited by this Declaration or Texas law. The rules may address any subject relating to uses of Lots, Common Areas, construction, repairs, parking, garage doors, unsightly objects, relationships between Owners, tenants and/or the Association, enforcement, and other subjects reasonably affecting The Meadows at Clearfork. The rules must be consistent with and not in conflict with this Declaration.

5.06 Membership and Voting.

(a) *Membership.* The Association shall have members, said members being divided into two classes. The Class A membership of the Association shall be composed of the Owners (other than Declarant or any successor Declarant of The Meadows at Clearfork) of The Meadows at Clearfork. The Class B membership of the Association shall be composed of Declarant or any successor Declarant of The Meadows at Clearfork, to the extent that Declarant, or such successor, is the Owner of one or more of the Lots of The Meadows at Clearfork. The term "successor Declarant" shall refer to and mean any entity that succeeds Declarant in its rights, obligations, and interests as the developer of The Meadows at Clearfork, as evidenced by a written instrument specifically conveying Declarant rights and Class B membership to the successor Declarant for the Lots in question. Any transfer by the Declarant to anyone other than a successor Declarant automatically converts the Lot or Lot to Class A membership status.

Membership in the Association shall be appurtenant to the legal, fee title to the Lots of The Meadows at Clearfork, and upon the transfer of title to a Lot in The Meadows at Clearfork, the membership appurtenant thereto shall be deemed to be transferred to the grantee of such Lot, upon recordation of the deed or other conveyance thereof in the Official Records of Caldwell County, Texas; provided, however, that the transfer of the legal, fee title to a Lot by Declarant to other than a successor Declarant shall not transfer the Class B membership appurtenant thereto, which shall cease and be permanently retired (except as stated below), but shall result in the new Owner becoming a Class A member.

No membership in the Association may be conveyed or transferred in any other manner. When the title to a Lot in the The Meadows at Clearfork is owned by more than one person, firm, corporation, or other entity, the membership in the corporation appurtenant to such Lot shall be owned in the same manner and to the same extent as the Lot, with all the Owners of such Lot being collectively the member in the Association. If a Lot is reacquired by Declarant before the last Lot owned by the Declarant is sold, the Class B membership which was originally appurtenant thereto shall be reinstated until it is again conveyed to other than a successor developer.

(b) *Voting.* Ownership of each Lot in the The Meadows at Clearfork by a Class A member entitles the Owner or Owners (collectively) thereof to one vote. Ownership of a Lot in the The Meadows at Clearfork by a Class B member shall entitle the Owner to five votes.

If a Lot is owned by more than one person, the Owners who own fractional interests in such Lot aggregating more than 50% of the whole ownership thereof shall appoint one member who shall be entitled to exercise the votes pertaining to that Lot at any meeting of the members of the Association.

If a Lot is owned by more than one member claiming to be entitled to exercise the voting right attributable to that Lot, then none of such members shall be allowed to exercise the voting rights attributable to such Lot unless such members concur upon the manner in which such votes will be cast. Failure of such Owners to concur shall result in that Lot being excluded in all respects in determining whether a requisite number of votes has been cast with respect to the matter upon which such vote is being taken. All members of the Association may be present at any meeting of the members and may act at such meetings in person or by proxy (whether physically present or not). If at any time the Association shall hold legal title to one or more Lots, the voting rights to which the Owner thereof otherwise would be entitled shall be exercised as directed by majority vote of the Owners in attendance at the meeting, in person or by proxy.

(c) *Completed and uncompleted improvements on Lots.* The membership and voting rights referred to above shall accrue to an Owner of a Lot, regardless whether the improvements on the Lot have been constructed or completed.

#### 5.07 Assessments.

(a) All Owners shall be obligated to pay the estimated Common Assessments imposed by the Association to meet the Common Expenses. Common Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first day of each calendar month. By resolution of the Board, the frequency of collection of Common Assessments may be altered to a quarterly or yearly frequency. If an Owner fails to pay the Common Assessment applicable to his Lot by day such assessment is due, the Board shall have the right to impose and assess a late charge in such amount as may be established by the Board from time to time.

5.08 Purpose of Assessments. The Common Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare, and recreation

of the Owners of the Lots; maintaining the Common Areas; and in particular for the improvement, maintenance, operation, administration of the Association and the Property; Declaration, Bylaw, and Rule enforcement; and preservation of The Meadows at Clearfork.

5.09 Determination of Assessments. The assessments to be paid by all of the Owners, including Declarant, shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all Common Expenses. Examples of expenses that will be taken into account in making this determination include, among other items, taxes, governmental assessments, landscaping and grounds care, common area lighting, repairs and renovation, garbage collections not paid for by Owners directly, wages, water charges, legal and accounting fees, insurance, management costs and fees, expenses and liabilities incurred by the Association or Managing Agent under or by reason of this Declaration, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any calendar month, quarter or year shall not be deemed a waiver, modification, or release of the Owners from the obligation to pay Common Assessments

5.10 Owner Obligations for Assessments and Mid-Year Alterations of Assessments.

(a) All Owners shall be personally obligated to pay the Common Assessments imposed with respect to his Lot by the Association to meet the Common Expenses. The Common Assessments shall be imposed equally on the Owners of all Lots on a per-Lot basis.

(b) If the Board determines at any time during the calendar year that an increase or decrease in the amount of the Common Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board shall call a special meeting of the Owners. By the assent of a majority of Owners present

in person or by proxy at the meeting, the amount of the Common Assessment for the remainder of such year may be altered. The new Common Assessment shall remain in effect until a new amount is established

- 5.11 Special Assessments For Improvements. In addition to the regular Common Assessments authorized by this Declaration, the Board of Directors may levy in any calendar year a special Common Assessment or Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the Common Elements or otherwise defraying other unanticipated costs.

Such special assessment shall be imposed upon the Owners equally on a per-Lot basis; provided however, that no such special Common Assessment shall become effective until the same has received the affirmative vote of at least two-thirds of the total votes cast, in person or by proxy, at a special meeting of the members of the Association to be called for the purpose of such vote, notice of which special meeting shall be given to each member in accordance with the provisions of the Bylaws of the Association regarding notices of special meetings. At any such meeting the membership may by the required affirmative vote aforesaid, amend or modify any such special Common Assessment proposed by the Declarant or the Board of Directors. The pro rata part and share of each Owner of any such special Common Assessment shall be due and payable as provided in the resolution adopting or approving any such special Common Assessment.

- 5.12 Commencement of Assessments. The regular Common Assessments shall be due on the first day of each calendar month; or if payable quarterly, the first day of January, April, July, and October; or if payable yearly, January 1. The assessments shall be prorated if the ownership of a Lot commences on a day other than the first day of the time period for

which payment is due. The Board shall fix the amount of the regular Common Assessments applicable to the Lots at least 30 days prior to January 1st of each year.

5.13 No Exemption. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Lot.

5.14 Lien For Assessments And Other Sums Due.

(a) All sums due pursuant to this Declaration, the Bylaws, or Rules, and unpaid by a Lot Owner shall be secured by an express contractual lien (which is hereby created, granted and reserved) on such Lot and any insurance proceeds and rents relating to such Lot, which lien shall be superior and prior to all other liens and encumbrances, except only for:

(1) Assessments, liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot; and

(2) All liens securing sums due or to become due under any duly recorded and valid purchase-money first lien mortgage, or initial construction mortgage, or refinancing of any such mortgage, including all unpaid obligatory sums as may be provided by such encumbrance and including additional advances made thereon.

(b) To evidence the amounts from time to time secured by such contractual lien the Board of Directors may, but shall not be required to, prepare and file of record written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such contractual liens may be enforced by the Association through judicial foreclosure or nonjudicial foreclosure on the defaulting Owner's Lot. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in the Texas Property Code, or in any other manner permitted by law. Each

Owner, by accepting a deed to his Lot, shall be deemed to have expressly granted to the Association a power of sale upon his Lot to secure payment of the Common Assessments and all other sums due. In any such foreclosure, or in any enforcement proceeding pursuant to the Declaration, Bylaws, or Rules, (whether monetary in nature or not and whether or not suit is filed), the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing lien and all reasonable attorney's fees. The Association shall have the right to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey same, if it is the highest bidder at such foreclosure sale. Without other formality than executing an instrument in writing, the Association shall have the right to appoint a successor or substitute trustee to exercise the power of sale.

(c) Suit to recover a money judgment against the Owner for unpaid sums shall be maintainable without foreclosing or waiving said lien securing same.

(d) Any lienholder on a Lot may pay any unpaid sums due imposed with respect to such Lot, and upon such payment, lienholder shall have a lien on such Lot for the amount paid of the same rank as the lien of his encumbrance.

(e) A lien for any assessment will not be affected by the sale or transfer of the Lot, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Owner from paying further assessments.

5.15 Subordination of the Lien to Mortgages. The sale or transfer of any Lot pursuant to a foreclosure pursuant to a superior lien shall not extinguish the Association's contractual lien on amounts becoming due and after such foreclosure. No such foreclosure shall relieve such Lot, or the Owners thereof, from liability for monies owed by the Owner to the Association.

5.16 Statement of Assessments. Upon payment to the Association of a reasonable fee calculated to reimburse the Association for the cost of providing same, and upon the written request of any Owner or any lienholder or prospective purchaser or lienholder of a Lot, the Association, by its Board of Directors or the Managing Agent, shall issue a written statement setting forth the unpaid Common Assessments and other sums due, if any, with respect to the subject Lot, the amount of the current Common Assessments, the date the next of such Common Assessments becomes due and payable, which shall be conclusive upon the Association in favor of the addressee of such statement.

5.17 Management Agreements. The Association shall be professionally managed. A management certificate, in compliance with the requirements of Texas Law, shall be filed of record.

5.18 Limited Liability and Indemnity of Board Members.

(a) *Nonliability and release.* THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS SHALL NOT BE LIABLE TO LOT OWNERS, THEIR TENANTS, AND PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, FOR PROPERTY DAMAGE, PERSONAL INJURIES OR HARM RESULTING AT ANY TIME FROM NEGLIGENT CONDUCT OF THE ASSOCIATION OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS RELATING TO ENFORCEMENT OR NONENFORCEMENT OF THE ASSOCIATION'S DECLARATION, BYLAWS OR RULES. THIS INCLUDES BUT IS NOT LIMITED TO ANY DECLARATION PROVISIONS AND RULES REGARDING PET LEASH REQUIREMENTS, TRAFFIC INTERSECTION SIGHTLINES, SWIMMING POOL RULES, TRAFFIC SIGNS, VEHICLE PARKING, COMMON AREA LIGHTING OR FENCING, COMMON AREA SECURITY, HAZARDOUS MATERIALS STORAGE, ELECTRICAL LINES, GAS LINE OR SANITARY SEWER SYSTEM FAILURES,

ETC. BY ACCEPTANCE OF A DEED OR LEASE, OWNERS AND TENANTS, AS WELL AS PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, ARE DEEMED TO HAVE RELEASED THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS FROM SUCH LIABILITY, TO THE EXTENT AUTHORIZED BY LAW. THE FOREGOING DOES NOT RELEASE AN OFFICER OR DIRECTOR FROM LIABILITY FOR ACTS OR OMISSIONS WHICH ARE (1) A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY AND FIDUCIARY DUTY TO THE ASSOCIATION OR ITS MEMBERS, (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR INVOLVING INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (3) A TRANSACTION FROM WHICH AN OFFICER OR DIRECTOR RECEIVES AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR'S OFFICE, OR (4) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLY PROVIDED BY STATUTE.

(b) *Indemnity.* The Association shall indemnify all such Directors and Officers from all claims, demands, actions and proceedings and any expenses in connection therewith, except if such Director or Officer has acted in violation of the foregoing. The Board may purchase, but is not required to purchase, D & O liability insurance

(c) *Directors and officers liability insurance.* The Board may purchase (but is not requested to purchase) directors and officers liability insurance. Such insurance and any indemnification payments shall be treated as a common expense.

## ARTICLE SIX

### VIOLATION PROCEDURE

6.01 Suspension of Privileges/Fines. In the event of a violation of the Declaration, Bylaws, or any rules and regulations of the Association, the Board of Directors, acting on behalf of the Association, in addition to any other remedies provided by the Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may (1) suspend or condition the right of said Lot Owner and any tenants, occupants, or guests to use of any facilities (including all or part of any common areas) owned, operated, or managed by the Association; (2) suspend said Lot Owner's voting privileges in the Association as a Lot Owner, as further provided in the Declaration and Bylaws; (3) record a notice of non-compliance encumbering the Lot; (4) levy a damage assessment against a Lot; (4) levy collection or deed restriction enforcement costs against an owner, and (6) assess a fine against the Lot Owner for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board of Directors.

Before the Association may suspend an Owner's right to use a common area, file suit against an Owner (other than a suit to collect regular or special assessments or foreclose under an Association lien), charge an Owner for property damage, or levy a fine for a violation of the restrictions (including Declaration, Bylaws, or rules), the Association must give certified mail, return receipt requested notice to the last known address of the Lot Owner.

Any amounts charged to an owner under these procedures may be collected in the same manner as regular assessments under the Declaration, including lien and foreclosure rights to the extent permitted by law.

6.02 Notice Requisites prior to common area use right suspension, voting suspension, filing suit (other than for collections), or fining/charging for damages. The notice referenced in Section 1 will be sent certified mail, return receipt requested, to the last known address of

the Lot Owner in the Association records. The notice must (1) describe the violation or property damage that is basis for the suspension action, charge, or fine and state any amounts due the Association from the Lot Owner; (2) inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and (3) inform the Owner that he may request a hearing before the Board of Directors on or before the 30<sup>th</sup> day after the date the Owner received the notice (or 30 days after the date on which the first attempted delivery was made to the Owner).

If the hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board of Directors by written notice to the Board. The Association will hold any hearing not later than the 30<sup>th</sup> day after the date the Board receives the Owner's request for a hearing, and will notify the Owner of the date, time, and place of the hearing at least ten days before the hearing date.

- 6.03 Attorneys Fees. The Association may assess reasonable attorneys fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, Bylaws, or rules only if the Lot Owner is provided a written notice that attorneys fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. Regardless, attorneys fees may not be charged to an Owner's account until after any Owner-requested hearing allowed pursuant to these procedures is held, or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. For repeat violations within six months, attorneys fees may be assessed to an account after the first hearing request deadline date has passed or after the first hearing, as appropriate.

The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

This notice and hearing procedure is intended to mirror the requisites of Texas Property Code Chapter 209. Should such requisites be changed by statute, the Board shall have the authority to amend this Declaration Article Six to comply with such revised statutes.

- 6.04 Application of Payments. The Association in its discretion and without notice to the Owner may apply amounts received from Owners to non-assessment items or other amounts due and owing the association regardless of Owners' notations on checks or otherwise.

EXECUTED this 19 day of February, 2004.

Lockhart II Partners, Ltd., a Texas

Limited Partnership

By: Creedmoor Partners, Inc.

A Texas Corporation Its General

Partner

By: 

Dane Braun

Its Vice President

The holder of the first lien Deed of Trust on the Property owned by the Declarant, for a value received, the receipt and sufficiency of which is hereby acknowledged, does hereby

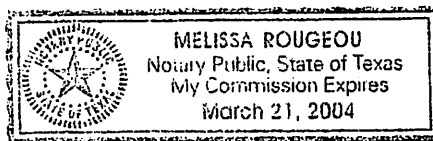
join in the execution of this Declaration for the sole purposes of subordinating the first lien Deed of Trust on the Property to this Declaration and the Plat of the Property. Further, the holder agrees to be bound by the terms and provisions of this Declaration and the Plat of the Property if the holder, its successors or assigns, elect to enforce any of the terms of the first line Deed of Trust on the Property against any of the unsold portions of the Property owned by the Declarant.

### ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF Caldwell

This instrument was acknowledged before me on the 19 day of February, 2004, by Dane E. Braun, Vice President of Creedmoor Partners, Inc., a Texas corporation, on behalf of Lockhart II Partners, Ltd., a Texas limited partnership.



Melissa Rougeou

Notary Public, State of Texas

FILED this 19<sup>th</sup> day of Feb, 2004  
2:15 P. M.  
**NINA S. SELLS**

COUNTY CLERK, CALDWELL COUNTY, TEXAS  
 By Kathleen Percollet Deputy

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.  
 STATE OF TEXAS  
 COUNTY OF CALDWELL  
 I hereby certify that this instrument was FILED in File Number Sequence on the date and time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Caldwell County Texas on

FEB 19 2004



Nina S. Sells  
 COUNTY CLERK  
 CALDWELL COUNTY, TEXAS