

23166-702

Doc# 580097
Book 2395 Page 1272

DESIGNATION OF ARCHITECTURAL CONTROL COMMITTEE

NOW COMES The Villas At Aledo, L.P., a Texas limited partnership(the "Declarant"), as set forth in that certain Declaration of Covenants, Conditions and Restrictions for The Villas (the "Declaration"), dated December 13, 2005 and duly recorded in the Real Property Records, Parker County, Texas, and pursuant to Article 10.01 of the Declaration hereby appoints the following individuals as the Architectural Control Committee established pursuant to Article X of the Declaration:

Members of the Architectural Control Committee:

Michael A. Rall
9516 Camp Bowie Boulevard West
Fort Worth, Texas 76116

Randall K. Sears
9516 Camp Bowie Boulevard West
Fort Worth, Texas 76116

Phil Landers
9516 Camp Bowie Boulevard West
Fort Worth, Texas 76116

So Designated on December 13, 2005.

DECLARANT:

The Villas At Aledo, L.P.,
a Texas limited partnership,
By its general partner:
Ombre Properties Group, L.L.C.,
a Texas limited liability company

By: Michael A. Rall - Manager
Michael A. Rall, Manager



DESIGNATION OF ARCHITECTURAL CONTROL COMMITTEE - PAGE 1

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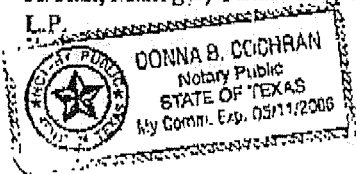
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ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on December 13, 2005 by Michael A. Rall, Manager, Ombre Properties Group, L.L.C. the sole general partner of The Villas At Aledo, L.P.



Donna B. Cochran
Notary Public, State of Texas

After recording return to:

The Villas At Aledo, L.P.
9516 Campo Bowie Boulevard West
Fort Worth, Texas 76116

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Escrow File No.: 23166-702

EXHIBIT "A"

Being a 6.299 acre tract situated in the R.C. Eddleman Survey, Abstract No: 438, Aledo, Parker County, Texas, said 6.299 acre tract being all of that certain tract of land conveyed to Guy Carter according to the deed recorded in Volume 2023, Page 161, Deed Records Parker County, Texas, said 6.299 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" capped iron # 2023 set, said 1/2" iron pin being the southeasterly corner of a tract of land conveyed to MKE Properties, LP according to the deed recorded in Volume 2055, Page 156, Deed Records, Parker County, Texas, said 1/2" iron pin also being on the northerly right-of-way line of Old Annetta Road (a public variable width R.O.W.);

Thence North 01 degrees 12 minutes 39 seconds East along the easterly line of said MKE Properties tract a distance of 384.67 feet to a 1/2" capped iron # 1967 found, said 1/2" capped iron being the northeasterly corner of said MKE Properties tract;

Thence South 89 degrees 58 minutes 02 seconds West along the northerly line of said MKE Properties tract a distance of 307.22 feet to a 1/2" capped iron # 4759 found, said iron pin being the northwesterly corner of said MKE Properties tract, said iron also being on the easterly line of Westgate Addition Phase II according to the plat recorded in Cabinet A, Page 330, Plat Records, Parker County, Texas;

Thence North 01 degrees 04 minutes 28 seconds West along the easterly line of said Westgate Addition Phase II a distance of 338.84 feet to a 1/2" capped iron # 2023 set, said iron being the northeasterly corner of said Westgate Addition Phase II, said iron being the southeasterly corner of the City of Aledo Well Yard;

Thence North 00 degrees 33 minutes 24 seconds West along the easterly line of said City of Aledo Well Yard a distance of 369.84 feet to a 1/2" iron found, said iron being the northeasterly corner of said City of Aledo Well Yard, said iron also being on the southerly line of the T & P Railroad Right-of-Way;

Thence South 51 degrees 24 minutes 36 seconds East along the southerly Right-of-Way line of said T & P Railroad a distance of 600.00 feet to a 5/8" Iron found, said iron being the northwesterly corner of a tract of land conveyed to Cynthia Robbins MD, PA according to the deed recorded in Volume 1819, Page 1738, Deed Records Parker County, Texas;

Thence South 06 degrees 15 minutes 57 seconds West along the westerly line of said Robbins tract, a distance of 584.74 to a 1/2" capped iron # 4759 found being the southwestly corner of said Robbins tract and the northwesterly corner of a tract of land conveyed to Troy A. & Jennifer A. Sparks according to the deed recorded in Volume 1950, Page 1109, Deed Records Parker County, Texas;

Thence South 02 degrees 19 minutes 08 seconds West a distance of 153.55 feet to a 1/2" capped iron pin # 2023 set in the northerly Right-of-Way line of Old Annetta Road;

Thence North 77 degrees 53 minutes 57 seconds West along the northerly right-of-way line of Old Annetta Road a distance of 62.16 feet to a 1/2" iron pin set;

Thence North 84 degrees 21 minutes 49 seconds West continuing along the northerly Right-of-Way of said Old Annetta Road a distance of 29.27 feet to the POINT OF BEGINNING and containing 6.299 acres, 274,412.82 sq. ft. of land.

Doc# 580097 Fees: \$24.00
12/19/2005 3:29PM # Pages 3
Filed & Recorded in Official Records of
PARKER COUNTY, TEXAS
TEANE BOBINSON COUNTY CLERK

Description: Parker, TX Document - Book Page 2395.1272 Page: 3 of 3
Order: 1756b Comment:

Doc# 596718
Book 2433 Page 751

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE VILLAS AT ALEDO**

THIS DECLARATION (herein so called) is made effective December 13, 2005, by The Villas At Aledo, L.P., a Texas limited partnership (hereafter referred to as "Declarant").

WHEREAS, Declarant is the owner of the real property (sometimes referred to herein as the "Property") more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference, and commonly known as The Villas, an Addition to the City of Aledo, Parker County, Texas, as referred to in Article II hereof and described on the Plat of the Property recorded at Cabinet C, Slide A-12, Plat Records, Parker County, Texas, a copy of which recorded Plat is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and

WHEREAS, Declarant desires to create thereon a residential community with residential lots, open spaces, landscaping, sprinkler systems, private streets and other common improvements for the benefit of the community; and

WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping, sprinkler systems, common lighting, common communications, fencing, screening walls, common entry ways, driveways, private streets and other common improvements; and to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create a maintenance association to which would be delegated and assigned the powers of (i) maintaining and administering the common properties and facilities, (ii) administering, and enforcing the covenants and restrictions contained herein, and (iii) collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will cause a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions, thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and lien (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

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LT1-2-596718-1

LT2-2433-751-53

ASSESSMENTS

SUBORDINATE TO
FIRST LIENS

R

Description: Parker, TX Document - Book Page 2433.751 Page: 1 of 53
Order: 1756b Comment:

ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Architectural Control Committee" shall mean and refer to the architectural control committee described in Article X hereof.

(b) "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association as may be amended from time to time.

(c) "Association" shall mean and refer to The Villas At Aledo Homeowners Association, a Texas non-profit corporation, which will have the power duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce the Covenants and Restrictions.

(d) "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

(e) "Class A Members" shall have the meaning set forth in Section 3.02 hereof.

(f) "Class B Members" shall have the meaning set forth in Section 3.02 hereof.

(g) "Common Properties" shall mean and refer to those areas devoted to the common use and enjoyment of the Owners, and shall include the following: (i) those certain landscaping improvements, gardens, plantings, screening walls, fencing, and sprinkler systems, to be placed in landscaping easements as shown on the Plats, if any; (ii) those certain landscaping improvements, gardens, plantings, and sprinkler systems, to be placed in medians or within the right-of-way of private streets and alleys; (iii) right-of-way for private streets and alleys to provide ingress and egress; (iv), any areas of land, improvements or other property rights within the Properties which are known, described or designated or which shall subsequently become known, described or designated as Common Properties intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, Common Properties may not be owned by the Declarant or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Declarant of the Association but which are maintained by the Association or the Declarant for the use and benefit of the Owners and the Properties. An example of areas of Common Properties which may not be owned or leased by the Association or the Declarant but would constitute a portion of the Common Properties would be landscaped areas appurtenant to and within public rights-of-way. The Declarant may hold record title to all or a portion of the common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant) after the Association has been incorporated and all of the Lots are owned by individuals who reside therein, record title to those portions of the Common Properties which are owned by the

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Declarant in fee, as an easement or otherwise will be transferred by and from the Declarant to the Association.

(h) "Declarant" shall mean and refer to The Villas At Aledo, L.P., a Texas limited partnership, and its successors and assigns, if (i) such successors and/or assigns become same by operation of law, or (ii) successors and/or assigns acquire all of the Lots from Declarant, for the purpose of development and any such assignee receives by assignment from Declarant all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights of Declarant to such assignee. Further, development of the Properties is being financed in part by a loan from Franklin Bank, SSB and Franklin Bank, SSB is the holder of a first lien on the Properties, such lien being evidenced by a certain Deed of Trust described in the Lienholder's Consent and Subordination attached hereto. Should Franklin Bank, SSB foreclose its lien and acquire through such foreclosure portions of the Properties, then Franklin Bank, SSB at its option shall become the Declarant. No person or entity purchasing one or more Lots from Franklin Bank, SSB in the ordinary course of business shall be considered as "Declarant".

(i) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling. Some portions of the Common Properties may be platted as a "lot" on the recorded subdivision plat, however, these lots shall be excluded from the concept and definition of lot as used herein.

(j) "Member" shall mean and refer to each Owner as provided in Article III hereof.

(k) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(l) "Properties" shall mean and refer to the properties subject to this Declaration, together with such additions as may hereafter be made thereto (as provided in Article II).

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO**

2.01 Existing Properties. The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in the City of Aledo, Parker County, Texas, are described on the recorded Plat for The Villas At Aledo, which is incorporated herein by reference, and which are more particularly described as follows:

Lots 1 through 33H, The Villas, an Addition to the City of Aledo, Parker County, Texas, according to the Plat thereof recorded in Cabinet C, Slide 412, Plat Records, Parker County, Texas.

2.02 Additions to Properties. Additional land(s) may become subject to this Declaration in any of the following manners:

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(a) The Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not materially inconsistent with this Declaration in a manner which adversely affects the concept of this Declaration.

(b) If any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(d) The Declarant shall have the right and option (without the joinder, approval or consent of any person or entity) to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one-half (1/2) mile of any real property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and Restrictions established by this Declaration with the properties together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be a Class A or Class B Member by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Properties, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 2.02 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 2.02, subsequent to such annexation, merger or consolidation, the Declarant shall be and become a Class B Member with respect to the Lots owned by it within the Properties, as such Properties have been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

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3.02 Classes of Membership. The Association shall have two (2) class of voting membership:

CLASS A. Class A Members shall all be owners of the Lots with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to thirty-three (33) votes for each Lot which Declarant holds the interest required for membership. Class B Members shall be Declarant and any bonafide owner of a Lot which is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers as homeowners. Declarant shall be entitled to thirty three (33) votes for each Lot owned by all Class B Members. Class B Members other than Declarant shall be non-voting Members of the Association. The Class B membership shall cease, and each Class B Member shall become a Class A Member, upon the earlier to occur of the following:

- (i) when the total of votes outstanding in the Class A membership is greater than the total number of votes outstanding in the Class B membership; or
- (ii) when Declarant no longer owns record title to any of the Lots; or
- (iii) on the fifth (5th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Parker County, Texas.

Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the fifth (5th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Parker County, Texas, whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

Owners of exempt properties as described in Section 5.11 hereof shall be Members but shall not have voting rights.

3.03 Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, regardless of class, at a meeting duly called, written notice of which shall be given to all Members non less than ten (10) days nor more than fifty (50) days in advance.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of all Members, regardless of class, shall constitute a quorum for any action

except as otherwise provided in the Articles of Incorporation, the Bylaws or this Declaration. If the required quorum is not present or represented at the meeting, an additional meeting may be called, subject to the notice requirement herein set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing approving of the action to be taken, shall be signed by all Members.

(d) Except as otherwise specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

(e) During the period of time that the Association is unincorporated, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meeting (if any) of the Members; provided, however, that prior to incorporation, without the written approval of the Declarant, no Member (other than Declarant) shall have a right to vote on any matter, or to call any meetings of the Members of the Association. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.03 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a non-exclusive right and easement of use and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every lot; provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

4.02 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to and limited by the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties.

(b) The right of the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance for all or a portion of the common Properties or providing materials or services consistent with the purposes of the Association;

(c) The right of the Declarant or the Association, subject to approval by written consent by the Member(s) having a majority of the outstanding votes of the Members, in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Properties to any public

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 6 of 49

agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members;

(d) The right of the Declarant or the Association, at any time, to make such reasonable amendments to the plat of the Property recorded in the Plat Records of Parker County, Texas (the "Plat"), as it deems advisable, in its sole discretion. All Members are advised that a portion of the Common Properties may be located within the platted and dedicated public rights-of-way and in connection therewith the public shall have rights of use and enjoyment of Common Properties located within the public rights-of-way; and

(e) With respect to any and all portions of the Common Properties, Declarant, until Declarant no longer owns record title to any Lot or the fifth (5th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Parker County, Texas, whichever is the first to occur, shall have the right and option (without the joinder and consent of any person or entity, save and except and consent, joinder or approval required by the City of Aledo or any other governmental agency having appropriate jurisdiction over the Common Properties) to: (i) alter, improve, landscape and/or maintain the Common Properties; (ii) rechannel, realign, dam, bridge, bulwark, culvert and otherwise employ or utilize construction and/or engineering measures and activities of any kind or nature whatsoever upon or within the Common Properties; (iii) seek and obtain variances or permits of any kind or nature whatsoever upon or within the Common Properties, and (v) seek and obtain any and all permits, licenses or exemptions from any and all governmental agencies exercising jurisdiction over the Common Properties and/or the uses or activities thereon.

ARTICLE V COVENANTS AND ASSESSMENTS

5.01 Creation of the Lien and Personal Objection of Assessments. Declarant, for each Lot owned by it, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay to the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges (as specified in Section 5.04 hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 5.05 hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) individual special assessments levied against one or more Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or grossly negligent acts or omissions of such Owner or Owners, his tenants (if applicable) and their respective family, agents, guests and invitees, and not caused by ordinary wear and tear (as specified in Section 5.05 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 5.01 (hereinafter, the "Assessment" or the Assessments", together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge against the land and shall be a continuing lien upon each Lot against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs

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of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when such Assessment fee is made is due and payable. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. Existing obligations of an Owner to pay assessments and other costs and charges shall not pass to bonafide first lien mortgagees which become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Assessment was due; provided; however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

5.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for (i) the purpose of promoting the recreation, comfort, health, safety and welfare of the Members and/or the residents of the Properties; (ii) maintaining the Common Properties; (iii) enhancing the quality of life in the Properties and the value of the Properties; (iv) improving and maintaining the Common Properties, the properties, collective communications, collective services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes on the Common Properties, payment of insurance on the Common Properties, payment of communication expenses regarding the Common Properties, and the repair, replacement and additions thereto; (v) paying the cost of labor, equipment (including the expense of leasing any equipment), material required for and community communications, along with management and supervision of the Common Properties; (vi) carrying out the powers and duties of the Board of Directors of the Association as set forth in this Declaration and the Bylaws of the Association; (vii) carrying out the purposes of the Association as stated in its Articles of Incorporation; and (viii) carrying out the powers and duties relating to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association.

5.03 Improvement and Maintenance of the Common Properties Prior to Assessments. Initially, the improvement of the Common Properties shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association. After the initial improvements to the Common Properties are substantially completed and until the date of the Assessments formally commence, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with right of reimbursement once Assessments begin) of maintaining the Common Properties, payment of insurance on the Common Properties, payment of communication expenses regarding the Common Properties, and the repair, replacement and additions thereto; and the cost of repairs, replacements and additions thereto, and paying the cost of labor, equipment (including the expense of leasing any equipment), material required for and community communications, along with management and supervision of the Common Properties.

5.04 Annual Maintenance Assessments.

(a) The Board of Directors shall determine the amount of the annual maintenance assessments for each year, which assessments may include a reserve fund for working capital and for maintenance, repairs and replacements of the Common Properties.

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(b) Subject to the provisions of Section 5.04(c) hereof, the rate of annual maintenance assessments may be increased by the Board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.

(c) An increase in the rate of the annual maintenance assessments as authorized by Section 5.04(b) hereof in excess of ten percent (10%) of the preceding year's annual maintenance assessments must be approved by the Members in accordance with Section 3.03 hereof.

(d) When the annual maintenance assessment is computed for Lots, all or a portion of such annual maintenance assessment shall be payable to the Association by the Member according to the status of the Lot owned by such Member as follows:

(i) As to a Lot owned by a Class A Member, the full annual maintenance assessment shall be payable.

(ii) As to a Lot owned by a Class B Member, no annual maintenance assessment shall be payable until after the fifth anniversary of this Declaration.

(e) Notwithstanding anything herein contained to the contrary, prior to January 1, 2007, the maximum annual maintenance assessment chargeable against any Lot for which a full assessment is payable shall not exceed \$25.00 per month.

(f) The Board of Directors may provide that annual maintenance assessments shall be paid monthly, quarter-annually, semi-annually or annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual maintenance assessments to be paid by each Member, and (iii) establish the date of commencement of the annual maintenance assessments. Written notice of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.

(g) The annual maintenance assessments shall include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Properties. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments.

5.05 Special Care Assessments and Special Individual Assessments.

(a) In addition to the annual maintenance assessments authorized in Section 5.04 hereof, the Board of Directors of the Association may levy in any calendar assessment year a special capital assessment for the purpose of (i) defraying, in whole or in part, the cost of any construction or

reconstruction, repair or replacement of improvements upon the Properties, including the necessary fixtures and personal property related thereto (ii) maintaining portions of the Common Properties and improvements thereon, or (iii) carrying out other purposes of the Association; provided, however, that any such special capital assessment levied by the Association shall have the approval of the Members in accordance with Section 3.03 hereof. Any special capital assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association shall only be used for the purposes set forth in this Section 5.05 and shall be deposited by the Board of Directors in a separate bank account to be held in trust for such purpose. These funds shall not be commingled with any other funds of the Association.

(b) The Board of Directors of the Association may levy special individual assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Properties or Common Properties and improvements thereto occasioned by the willful or grossly negligent acts of such Owner or Owners and not ordinary wear and tear; or (ii) for payment for fines, penalties or other charges imposed against an Owner or Owners relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws of the Association or any rules or regulations promulgated hereunder. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 5.05 shall belong to and remain with the Association.

5.06 Uniform Rate of Annual Maintenance Assessments and Special Capital Assessments. Both annual maintenance assessments and special capital assessments (excepting therefrom special individual assessments) must be fixed at a uniform rate for all Lots, and be payable as set forth herein.

5.07 Date of Commencement of Assessments; Due Dates; No Offsets. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association for the date of commencement and, except as hereinafter provided, shall be payable monthly, quarter-annually, semi-annually or annually, in advance, on the first day of each payment period thereafter, as the case may be as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 5.04 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under Section 5.05 hereof shall be fixed in the respective resolution authorizing such assessments. All assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

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5.08 Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of all assessments shall be delivered or mailed to every Owner subject thereto. Such notice shall be sent to each Owner at the last address provided by each Owner, in writing, to the Association.

(c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

(d) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate signed by an officer or agent of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

5.09 Non-Payment of Assessment.

(a) **Delinquency.** Any Assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate.

(b) **Lien.** The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 5.09(a) hereof and the costs of collection thereof, including reasonable attorneys' fees, become a continuing lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for ad valorem tax liens and the lien of any bonafide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and

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shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his lot. To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Parker County, Texas.

(c) **Remedies.** The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment:

- (i) the interest provided in this Section,
- (ii) the costs of preparing and filing the complaint in such action,
- (iii) the reasonable attorneys' fees incurred in connection with such action, and
- (iv) any other costs of collection;

and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment in accordance with this Declaration and/or the Bylaws.

(d) **Notices to Mortgagees.** The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties, shall report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

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5.10 Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any bonafide first lien mortgage or deed of trust now or hereafter recorded against any Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

5.11 Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created in Section 5.04 and Section 5.05(a) hereof:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Properties.

5.12 Estoppel Information from Board with Respect to Assessments. The Board shall upon demand at any time furnish to any Owner liable for an Assessment, a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors of the Association for the issuance of such certificates.

**ARTICLE VI
GENERAL POWERS AND DUTIES
OF BOARD OF DIRECTORS OF THE ASSOCIATION**

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. Prior to the incorporation of the Association, the Declarant shall select and appoint the Board of Directors, each of whom shall be a Class A or Class B Member, or an officer, employee, representative or agent of a Class A or Class B member. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Properties, the Common Properties and the Owners, shall provide and pay for, out of the fund(s) collected by the Association pursuant to Article V above, the following:

- (a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties. Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from the reserve fund as specifically provided in Section 6.05 herein.
- (b) Care and maintenance of the landscaping, screening walls, automatic gates and entry features which may be constructed by Declarant on the Common Properties or on private property. Maintenance includes all repair, rebuilding or cleaning deemed necessary by the Board of Directors.

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(c) Care, maintenance and operation of the common communications systems constructed by the Declarant on the Common Properties or on private property for each Lot.

(d) Maintenance, should the Board so elect, of exterior grounds, drives, parkways, water fronts, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on Lots, except for landscaping and other like improvements which are located within rear yards or side yards enclosed by solid fence, which shall be maintained by the individual Lot Owner. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

(e) The services of a person or firm to manage and/or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(f) Legal and accounting services.

(g) A policy or policies of insurance ensuring the Association, its officers and directors against any liability to the public or to the Owners (and/or their invitees or tenants) incident to the operation of the Association, including, without limitation, officers' and directors' liability insurance.

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

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

(j) Any other materials, supplies, insurance or property owned by the Association, furniture, labor, services, maintenance, repairs, alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(k) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.

(l) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on one or more Lots with respect to: (i) taxes on the Common Properties and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned in this Declaration.

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(m) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(n) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties, expressly including the power to enter into management and maintenance contracts.

(o) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

(p) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by a majority of the Members in the portions affected.

(q) Subsequent to incorporation, to make available to each Owner, within one hundred twenty (120) days after the end of each year, an unaudited annual report.

(r) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(s) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration and any rules made hereunder to enjoin and/or seek damages from any Owner for violation of such provisions or rules.

6.02 Board Powers. From and after the date on which the title to the Common Properties has been conveyed to the Association, the Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

6.03 Professional Management. The Board, on behalf of the Association shall retain a professional management company skilled in managing homeowners associations to manage and carry out the powers and duties of the Board of Directors and the Association on a day to day basis, and the Board shall have the exclusive right to contract for such management company under terms approved by the Board.

6.04 Maintenance Contracts. The Board, on behalf of the Association, shall have power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable in the best interest of the Association.

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6.05 Liability Limitations. No Member, officer of the Association or member of the Board of Directors of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

6.06 Reserve Funds. The Board may establish reserve funds, for such purposes as may be determined by the Board, which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association. Expenditures from any such fund will be made at the direction of the Board. The reserve fund provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Properties, and maintaining the Properties and the Common Areas the improvements thereon, all as may be more specifically authorized from time to time by the Board of Directors.

ARTICLE VII INSURANCE; REPAIR AND RESTORATION

7.01 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.

(b) Public liability and property damage insurance on a broad form basis.

(c) Fidelity bond for all directors, officers, employees and authorized agents of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.

(d) Officers and directors liability insurance.

7.02 Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

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7.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article V of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

7.04 Mortgage Protection. There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement, subject to the provisions of Section 7.02 hereof. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', materialman's and similar liens which may result from said repairs or replacements are satisfied.

7.05 Destruction of Improvements on Individual Lots. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause, each Owner covenants and agrees to clear and remove any and all debris resulting from such damage within sixty (60) days after the date that the damage occurs and to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year after the date that the damage occurs.

ARTICLE VIII OWNERS' USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

8.01 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association. No waste shall be committed in or on the Common Properties.

8.02 Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, tenants or invitees.

8.03 Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees, incurred by the Association in connection therewith.

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**ARTICLE IX
USE OF PROPERTIES AND LOTS; RESTRICTIVE COVENANTS**

The Properties and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

9.01 Public Use Permitted. Any restrictions contained herein shall not be intended to restrict or prohibit, and shall not restrict or prohibit the State of Texas or any political subdivision thereof, including independent school districts, from using any of the property affected hereby for public purposes, regardless of the nature of said use.

9.02 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private detached single family residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use, and commercial or professional uses (except as expressly provided in Section 9.22 hereof). Each residence shall be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living together as a single housekeeping unit together with any household servants.

9.03 Minimum Lot Area. No Lot shall be smaller than 40' x 100'. No Lot shall be re-subdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Owners, to file a replat of the Plat to effect a re-subdivision or reconfiguration of any Lots then owned by Declarant, so long as, such replat results in each re-subdivided Lot containing not less than the minimum lot size prescribed by the zoning ordinances of the City of Aledo, Texas. Owners shall not unreasonably withhold or delay their joinder in or consent to the replat or amendments to the Plat. The privilege to replat Lots owned by the Declarant reserved in this Section 9.03 shall be exercisable only by Declarant.

9.04 Minimum Floor Space. All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling. Each dwelling constructed on any Lot in the subdivision shall contain a minimum air-conditioned space of One Thousand Eight Hundred (1,800) square feet if a single story residence and a minimum air-conditioned space of Two Thousand Two Hundred (2,200) square feet if a two (2) story residence.

9.05 Combining Lots. Combining of two or more Lots into a single building site is prohibited.

9.06 Setback Requirements and Building Location. All front, side and rear setbacks must be approved by the Architectural Control Committee, and must meet the requirements of the City of Aledo and the requirements of the Plat; provided, however, no structure of any kind (either dwelling or accessory structures) shall be nearer than ten (10) feet to any side property line of any

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Lot except for Lots 1, 2, 7 and 8, which Lots shall have a common wall between Lots 1 and 2 and a common wall between Lots 7 and 8. The location of the main residence on each Lot and the facing of the main elevation with respect to the street shall be subject to the written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the property lines indicated by the minimum building setback line on the Plat.

9.07 **Height.** No building or structure on any Lot shall contain more than two (2) stories or exceed in height, the maximum height allowed by the City of Aledo, such height to be measured and determined in accordance with the method approved by the City of Aledo.

9.08 **Driveways.** Each Lot must be accessible to the adjoining street or alley by a driveway suitable for such purposes and approved in writing as to design, materials and location by the Architectural Control Committee before the residential structure located on such Lot may be occupied or used.

9.09 **Access.** No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

9.10 **Drainage.** Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, alleys, drainage easements, or Common Properties, and in conformity with the general drainage plans for the subdivision. No ditches shall be constructed nor any other alteration or change be made in the course or flow of any waterway or drainage course crossing or abutting any Lot, without the prior written consent of the Architectural Control Committee.

9.11 **Erosion Control.** During the construction of improvements on the Lots and prior to the landscaping of such Lots, measures will be taken to prevent excessive erosion of Lots, causing silt to be deposited in streets and/or alleys and in the storm drainage.

9.12 **Utilities.** Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. However, one or more portable toilets as determined by the Architectural Control Committee will be required during building construction. The installation and use of any propane, butane, LP Gas or other gas taken, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee who may require that any such tank, bottle or cylinder allowed be installed underground. Any control boxes, valves, connections, utility risers or refilling or fueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets.

9.13 **Development Requirements.** The development of the Properties by Declarant shall strictly conform and adhere to the Planned Development Site Plan and the recorded Plat as approved by the Planning and Zoning Commission of the City of Aledo and the City Council of the City of Aledo, which Planned Development Site Plan is incorporated herein by reference for all purposes.

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9.14 Construction Requirements.

A. All dwellings shall be constructed to front onto the street on which each Lot fronts unless any Lot in question fronts on two (2) streets in which case the dwelling constructed on such Lot shall front as the Architectural Control Committee may approve, on either of the two (2) streets or partially on both.

B. The exterior surface of all residential dwellings shall be constructed of glass, brick, brick veneer, stone, stone veneer, stucco, or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence located within the Properties shall not have less than Eighty percent (80%) brick, brick veneer, stone, stone veneer, or stucco construction and no exterior use of Hardy Board shall be allowed. All chimney or fireplace enclosures shall be one hundred percent (100%) brick, brick veneer, stone, or stone veneer construction or stucco. The surface areas of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence. Except for face or veneer brick, no previously used materials shall be permitted on the exterior of the residential structures located within the Properties, without the prior written approval of the Architectural Control Committee.

C. The buildings constructed on the Lots must have a roof of composition materials (being 300 lb. Upgrade equal to 30-40 year Timberline or product of equal or greater specification, and color must appear to be weathered wood shingles, black slate, or such other color is approved by the Architectural Control Committee), slate or tile, approved by the Architectural Control Committee. The Architectural Control Committee will only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision. The roof pitch of any structure shall be 8"x12" minimum and 12" X 12" maximum. No deviation of roof pitch shall be allowed by the Architectural Control Committee. Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee.

D. Construction of a new single family dwelling on any Lot shall not include the placement of concrete sidewalk across the frontage of such Lot unless such sidewalk is required by the City of Aledo.

E. Each residential dwelling unit shall have installed on the outside wall thereof a utility service riser conduit, the location and length of such conduit to be subject to the written approval of the Architectural Control Committee.

F. Each residential dwelling unit shall include provisions for the installation of smoke detectors and other safety and security devices and systems which in the opinion of the Architectural Control Committee are reasonably required for each individual dwelling unit.

G. No swimming pools, whether under ground level or above ground-level shall be installed on any Lot.

H. All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior

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construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

I. No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.

9.15 Building Permits. The Building Inspector of the City of Aledo or other municipal authority, is hereby authorized and empowered to revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected on any Lot, if such improvements do not conform to and comply with these Covenants and Restrictions.

9.16 Garages and Servants Quarters. Each residential dwelling erected on any Lot shall provide attached enclosed garage space for a minimum of two (2) conventional automobiles. All garage doors shall be of carriage house design and shall remain closed at all times when not in use. Detached garages, carports, servants quarters, and storage rooms are prohibited. No garage shall ever be altered, changed, enclosed, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. No garage shall face a residential street or any of the Common Properties if an alley is provided unless approved in writing by the Architectural Control Committee. Where no alley is provided, garage entry must be approved in writing by the Architectural Control Committee. The installation of car ports is prohibited.

9.17 Landscaping and Sprinkler System. All landscaping plans for the front, side and rear yards, including alterations, changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee and shall require at a minimum that each Lot shall be fully covered with grass sod and that two (2) trees shall be planted on each Lot. Weather permitting, each Lot shall be fully landscaped within sixty (60) days after the occupancy of the residence constructed thereon. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition. Each Lot shall have installed and shall maintain an underground automatic sprinkler system for the purpose of providing sufficient water to preserve and maintain all landscaping in a healthy and attractive condition.

9.18 Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the Plat, unless otherwise permitted by the Architectural Control Committee and in accordance with the requirements of the City of Aledo. No fence, wall or hedge shall be less than or exceed six (6) feet in height unless otherwise specifically required by the City of Aledo or expressly approved by the Architectural Control Committee. No chain link fence or other wire type fence shall be erected on any Lot. All service and sanitation facilities, clothes lines, wood piles, tool sheds, sporting equipment, recreation equipment, exercise equipment, play equipment, other outdoor items and air

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conditioning equipment must be enclosed within fences, walls and/or landscaping so as not to be visible from the adjoining lots and residential streets. Upon submission of a written request, the Architectural Control Committee may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of the paragraph where, in the opinion of the Architectural Control Committee, the fence or wall is an integral part of the home. Fencing shall be constructed in accordance with the following restrictions based on the location of such fencing:

(a) Front Yard Fencing. Fencing will only be allowed to extend from the perimeter of a dwelling to the side or rear property lines; provided, however, in connection with the fencing from the perimeter of a dwelling to the side property lines, such fence shall be set back at least five feet (5') from the primary perimeter dwelling wall facing the street. All fencing shall be of construction identical to the type of construction used on the residence located on such Lot or of wrought iron type material.

(b) Side and Rear Yard Fencing. Side or rear yard fencing that faces any street shall be of construction identical to the type of construction used on the residence located on such Lot or of wrought iron type material. Fencing between Lots may be of wood material, provided that such wood fence is of spruce material or better, has slats which are installed vertically only (not horizontally or diagonally), is no higher than six (6) feet, and is not painted or stained on any surface facing Common Properties or an adjoining Lot.

9.19 Trash Receptacles and Collection. Each Lot Owner shall make or cause to be made appropriate arrangements with the City of Aledo, Texas for collection and removal of garbage and trash on a regular basis. If the Owner fails to make such provisions, the Association may do so and assess the costs thereof to the Owner. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Aledo, Texas, and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, or other containers approved by the City of Aledo, Texas, and which shall be maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or store in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

9.20 Exterior Lighting. No exterior lighting, including landscape lighting, shall be installed or maintained on any Lot without the prior written approval of the Architectural Control Committee. Further, and notwithstanding such prior written approval, upon being given notice by the Architectural Control Committee that any exterior lighting is objectionable, the Owner of the Lot on which same is located will immediately remove said lighting or shield the same in such a way that it is no longer objectionable.

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9.21 Window Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Properties.

9.22 Antennas Restrictions. No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free standing antennas or satellite dishes of any style be permitted. All radio or television aerial wires or antennas must be built within the main structure and must not be visible from outside of such structure. The location of all satellite dishes shall be subject to the prior written approval of the Architectural Control Committee.

9.23 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the permanent residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location, except for a sale, pre-sale or construction trailer; provided, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit buildings to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and a sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with the construction and sales operations on the Properties, but in no event shall a builder have such right for a period in excess of one (1) year after the date of substantial completion of his last residence on the Properties. Any truck, bus, boat, boat trailer, trailer, mobile home, camp mobile, camper or any vehicle other than conventional automobile shall, if brought within the Properties, be stored, placed or parked within the garage of the appropriate Owner and concealed from view from adjoining Lots, Common Properties, or public streets, unless approved in writing by the Architectural Control Committee.

9.24 Parking. On-street parking is restricted to approved deliveries, pick-up or short-time guests and invitees, and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors. Parking in driveways is permitted. On street parking for short time guests and invitees shall not exceed twenty four (24) consecutive hours. No boat, trailer, mobile home, camper, boat trailer, house trailer or other similar wheeled vehicle shall be stored (except temporarily not to exceed twenty four (24) consecutive hours) nearer to the street than the front of the dwelling unit situated thereon. No boat, trailer, mobile home, camper, boat trailer, house trailer or other similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot and any such fence, wall or other enclosure shall be subject to the approval by the Architectural Control Committee. No motor vehicle of any size which transports inflammatory, explosive or hazardous materials may be parked or kept on the Property at any time.

9.25 Signs. No signs or flags shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots; (ii) the patriotic display of flags not exceeding 4' x 6' in size shall

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be permitted on customary holidays; and (iii) signs of customary dimensions (3' x 4' maximum) advertising said property or portions thereof for sale. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Aledo, Texas, as such standards may be applicable to the Properties.

9.26 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

9.27 Drilling and Mining Operations. No oil drilling, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall water wells, oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

9.28 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pet (not to exceed two (2) adult animals) may be kept, provided that they are not kept, bred or maintained for commercial purposes. No dog runs shall be permitted on the Property.

9.29 Duty of Maintenance.

A. Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

1. Prompt removal of all litter, trash, refuse and waste;
2. Lawn mowing on a regular basis;
3. Tree and shrub pruning;
4. Watering landscaped areas;
5. Keeping exterior lighting and maintenance facilities in working order;
6. Keeping lawn and garden areas alive, free of weeds, and attractive;
7. Keeping parking areas, driveways, curbs and roads in good repair;
8. Complying with all government health and police requirements;
9. Repair of exterior damages to improvements;

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10. Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association; and
11. Repainting of improvements.

B. If, in the absolute and sole opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within thirty (30) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

C. Notwithstanding the provisions of Section 9.27(b) above, if, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto the Lot of such Owner for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum up to two (2) times the actual cost to the Association for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, the Association shall have the right and authority to mow and clean the Lot, as aforesaid.

D. The Owners and occupants (including lessees) of any Lot on which work is performed pursuant to Sections 9.28(b) and (c) above shall, jointly and severally, be liable for the cost of such work [such costs constituting a special individual assessment as specified in Section 5.05(b) hereof] and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against that portion of the Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

9.30 Maintenance of Common Properties. The Common Properties (including common communication systems and landscaping comprising portions of the Common Properties) are described, in part, on Exhibit "C" attached hereto. All common communication systems, landscaping and improvements placed or erected on the Properties by Declarant and identified on Exhibit "C" shall be owned and maintained by the Association.

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

10.01 Architectural Control Committee. The Architectural Control Committee (the "Committee"), shall be composed of three (3) or more individuals selected and appointed by the

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Declarant. At such time as all of the the Lots have completed residences constructed thereon and shall be occupied by the Owners thereof, the Committee shall be composed of such individuals selected by a vote of the Members taken in accordance with Section 3.03 hereof. The Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Properties. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, nor their designated representative, shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions take, or inactions in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recording of a written instrument properly reflecting same in the Office of the County Clerk of Parker County, Texas.

10.02 Architectural Approval. No building, structure, fence, wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefore have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines; topography; finished grades elevation; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage arrangement, (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping, (iii) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces for review and approval. The Committee's initial Architecture and Landscape Guidelines and Application Procedure are attached hereto as Exhibit "D" and incorporated herein by reference for all purposes.

Final plans and specification shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's

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approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted, then Committee approval shall be presumed; provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described in Section 10.03 hereof, nor shall any failure of the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas one residential dwelling which would overlook the enclosed patio area of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The committee may, from time to time, publish and promulgate architectural standard bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Such bulletins shall supplement these Covenants and Restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these Covenants and Restrictions.

10.03 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the architectural standards, the Covenants and Restrictions, or the previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community; provided, however, in no event shall any such variance reduce required floor area by more than ten percent (10%). No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants and Restrictions, architectural standards or published architectural bulletins provided hereunder against any other Owner. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variance being granted.

10.04 Non conforming and Unapproved Improvements. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal

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and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

10.05 No Liability. Neither Declarant, the Association, the Committee, the Board, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting the plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the committee, the Board, or the officers, directors, Members, employees or agents of any of them, to recover any such damages and hereby releases and expressly waives all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is giving. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee, the Declarant nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE XI EASEMENTS

11.01 Ingress and Egress by the Association. The Association shall, at all times, have full rights of ingress and egress over and upon each Lot for the maintenance and repair of each Lot and the Common Properties in accordance with the provision hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damage caused by the Owner, shall be repaired by the Association at the expense of the Association.

11.02 General. The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, communication, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, communication, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities or any portion thereof lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within or upon which said connections, lines or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.

(b) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, communication, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines or facilities shall be entitled to the full use and enjoyment of such

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portions of said connections, lines or facilities which service such Owner's Lot.

11.03 Reservation of Easements. Easements over the Lots and Common Properties for the installation and maintenance of electric, communications, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

11.04 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric, storm sewer, sanitary sewer, water, natural gas, communication, telephone and cable TV service shall be available to all Lots in the subdivision. Easements for the underground services may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas, communications, telephone and cable TV service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be kept liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used in alleyways.

11.05 Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.

11.06 Universal Easement. The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners.

ARTICLE XII GENERAL PROVISIONS

12.01 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the Office of the County Clerk of Parker County, Texas, after which time these Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the

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Members entitled to cast seventy-five percent (75%) of the votes of the Association, in the aggregate, regardless of class, has been recorded in the Office of the County Clerk of Parker County, Texas, agreeing to abolish or terminate these Covenants and Restrictions; provided, however, that no such agreements to abolish shall be effective unless approved by the City of Aledo and made and recorded one (1) year in advance of the effective date of such abolishment.

12.02 Amendments. Notwithstanding the terms and provisions ~~Section 12.01~~ hereof, this Declaration may be amended, modified and/or changed as follows:

(a) During the time Declarant is a Class B Member as provided in Section 3.02 above, the Declarant may amend or change this Declaration with the consent of at least fifty-one percent (51%) of a quorum of the outstanding votes of all Members of the Association, regardless of class;

(b) In all other situations, this Declaration may be amended or changed upon the express written consent of at least seventy five percent (75%) of a quorum of the outstanding votes of all Members of the Association, regardless of class, and approval by the City of Aledo.

Any and all amendments to this Declaration, shall be recorded in the Office of the County Clerk of Parker County, Texas. Notwithstanding the prior provisions of ~~the Section 12.02~~, the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

12.03 Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these Covenants and Restrictions; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.04 Invalidity. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no wise affect any other provision of this Declaration or the remainder of these Covenants and Restrictions which shall remain in full force and effect.

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

12.06 Notices to Member/Owner. Any notice required to be given to any Member or owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States first class mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

12.07 Notices to Mortgagees. If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Declaration.

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12.08 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or by Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners.

12.09 Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the Properties, and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of December 13, 2005.

DECLARANT:

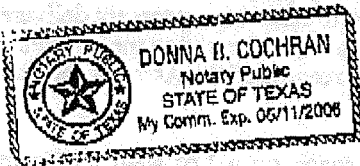
The Villas At Aledo, L.P.,
a Texas limited partnership,
By its general partner:
Ombre Properties Group, L.L.C.,
a Texas limited liability company

By: Michael A. Rall
Michael A. Rall, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on December 13, 2005 by Michael A. Rall, Manager, Ombre Properties Group, L.L.C. the sole general partner of The Villas At Aledo, L.P.



Donna B. Cochran
Notary Public, State of Texas

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FIRST LIENHOLDER'S CONSENT AND SUBORDINATION

The undersigned, Franklin Bank, SSB, is the holder of certain liens against The Villas At Aledo, L.P., including a lien evidenced by that certain Deed of Trust ("the "Deed of Trust") of even date herewith duly recorded in the Real Property Records, Parker County, Texas.

Franklin Bank, SSB consents to the foregoing Declaration of Covenants, Conditions and Restrictions (the "Declaration") and agrees that the above described deed of trust lien together with any other liens or vendor liens held by Franklin Bank, SSB in regard to the Properties shall be subordinate to the terms of the Declaration (but shall not be subordinate to any lien or charge described therein). Notwithstanding the foregoing consent and subordination, Franklin Bank, SSB is not consenting to or approving any action or document that may hereafter be taken or executed in accordance with the terms of such Declaration, if such action or document that may hereafter be taken or executed in accordance with the terms of such Declaration, if such action or document is otherwise prohibited by the documents that evidence, relate to or secure the loan secured by the Deed of Trust. In addition, this consent shall not act to limit or otherwise affect any right that Franklin Bank, SSB, as the holder and/or beneficiary of a lien on any of the Properties and/or the Lots, has under the Declaration including, without limitation, the superior nature of the Franklin Bank, SSB liens to the liens securing Assessments. Also, Franklin Bank, SSB is not consenting to or agreeing with any amendment or modification of the Declaration made without the prior written consent of Franklin Bank, SSB.

Franklin Bank, SSB

By: Bob Allen
Bob Allen, Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Henderson §

This instrument was acknowledged before me on December 15th, 2005, by Bob Allen, the Executive Vice President of Franklin Bank, SSB, a state savings bank, on behalf of the bank.



Trena Miers
NOTARY PUBLIC, STATE OF TEXAS

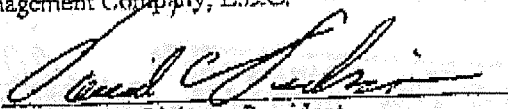
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 32 of 49

SECOND LIENHOLDER'S CONSENT AND SUBORDINATION

The undersigned, Great Central Mortgage Acceptance Company, Ltd., a Texas limited partnership, is the holder of certain subordinate liens against The Villas At Aledo, L.P., including a lien evidenced by that certain Deed of Trust ("the "Deed of Trust") dated June 3, 2004, filed June 16, 2004, and recorded in Volume 2229, Page 655, and corrected in Volume 2250, Page 1056, Real Property Records, Parker County, Texas; said note and lien being assigned to Great Central Mortgage Acceptance Company, LLC by instrument dated September 22, 2004, filed December 12, 2004 and recorded in Volume 2264, Page 812, Real Property Records, Parker County, Texas, said assignment being corrected by instrument recorded in Volume 2384, Page 66, Real Property Records, Parker County, Texas, said note and lien held by Great Central Mortgage Acceptance Company, Ltd. having been subordinated to the first lien note and lien held by Franklin Bank, SSB, by instrument dated of even date herewith and duly recorded in the Real Property Records, Parker County, Texas.

Great Central Mortgage Acceptance Company, Ltd., consents to the foregoing Declaration of Covenants, Conditions and Restrictions (the "Declaration") and agrees that the above described subordinated deed of trust lien together with any other liens or vendor liens held by Great Central Mortgage Acceptance Company, Ltd. in regard to the Properties shall be subordinate to the terms of the Declaration (but shall not be subordinate to any lien or charge described therein). Notwithstanding the foregoing consent and subordination, Great Central Mortgage Acceptance Company, Ltd. is not consenting to or approving any action or document that may hereafter be taken or executed in accordance with the terms of such Declaration, if such action or document that may hereafter be taken or executed in accordance with the terms of such Declaration, if such action or document is otherwise prohibited by the documents that evidence, relate to or secure the loan secured by the Deed of Trust. In addition, this consent shall not act to limit or otherwise affect any right that Great Central Mortgage Acceptance Company, Ltd., as the holder and/or beneficiary of a lien on any of the Properties and/or the Lots, has under the Declaration including, without limitation, the superior nature of the Great Central Mortgage Acceptance Company, Ltd. liens to the liens securing Assessments. Also, Great Central Mortgage Acceptance Company, Ltd. is not consenting to or agreeing with any amendment or modification of the Declaration made without the prior written consent of Great Central Mortgage Acceptance Company, Ltd.

Great Central Mortgage Acceptance Company, Ltd.
By its general partner:
Great Central Mortgage Acceptance
Management Company, L.L.C.

By: 
David C. Dickson, President

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 33 of 49

Description: Parker, TX Document - Book Page 2433.751 Page: 33 of 53
Order: 1756b Comment:

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Bexar §

This instrument was acknowledged before me on ^{Jan 2006} ~~December 31~~, 2005, by David C. Dickson, President, of Great Central Mortgage Acceptance Management Company, L.C., as the sole general partner of Great Central Mortgage Acceptance Company, Ltd., on behalf of said limited partnership.



Mary Ann Van Ness
NOTARY PUBLIC, STATE OF TEXAS

After recording return to:

The Villas At Aledo, L.P.
9516 Campo Bowie Boulevard West
Fort Worth, Texas 76116

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 34 of 49

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Being a 6.299 acre tract situated in the R.C. Eddleman Survey, Abstract No. 438, Aledo, Parker County, Texas, said 6.299 acre tract being all of that certain tract of land conveyed to Guy Carter according to the deed recorded in Volume 2023, Page 161, Deed Records Parker County, Texas, said 6.299 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" capped iron # 2023 set, said ½" iron pin being the southeasterly corner of a tract of land conveyed to MKE Properties, LP according to the deed recorded in Volume 2055, Page 156, Deed Records, Parker County, Texas, said ½" iron pin also being on the northerly right-of-way line of Old Annetta Road (a public variable width R.O.W.);

Thence North 01 degrees 12 minutes 39 seconds East along the easterly line of said MKE Properties tract a distance of 384.67 feet to a ½" capped iron # 1967 found, said ½" capped iron being the northeasterly corner of said MKE Properties tract;

Thence South 89 degrees 58 minutes 02 seconds West along the northerly line of said MKE Properties tract a distance of 307.22 feet to a ½" capped iron # 4759 found, said iron pin being the northwesterly corner of said MKE Properties tract, said iron also being on the easterly line of Westgate Addition Phase II according to the plat recorded in Cabinet A, Page 330, Plat Records, Parker County, Texas;

Thence North 01 degrees 04 minutes 28 seconds West along the easterly line of said Westgate Addition Phase II a distance of 338.84 feet to a ½" capped iron # 2023 set, said iron being the northeasterly corner of said Westgate Addition Phase II, said iron being the southeasterly corner of the City of Aledo Well Yard;

Thence North 00 degrees 33 minutes 24 seconds West along the easterly line of said City of Aledo Well Yard a distance of 369.84 feet to a ½" iron found, said iron being the northeasterly corner of said City of Aledo Well Yard, said iron also being on the southerly line of the T & P Railroad Right-of-Way;

Thence South 51 degrees 24 minutes 36 seconds East along the southerly Right-of-Way line of said T & P Railroad a distance of 600.00 feet to a 5/8" iron found, said iron being the northwesterly corner of a tract of land conveyed to Cynthia Robbins MD, PA according to the deed recorded in Volume 1819, Page 1738, Deed Records Parker County, Texas;

Thence South 06 degrees 15 minutes 57 seconds West along the westerly line of said Robbins tract, a distance of 584.74 to a ½" capped iron # 4759 found being the southwesterly corner of said Robbins tract and the northwesterly corner of a tract of land conveyed to Troy A. & Jennifer A. Sparks according to the deed recorded in Volume 1950, Page 1109, Deed Records Parker County, Texas;

Thence South 02 degrees 19 minutes 08 seconds West a distance of 153.55 feet to a ½" capped iron pin # 2023 set in the northerly Right-of-Way line of Old Annetta Road;

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 35 of 49

Thence North 77 degrees 53 minutes 57 seconds West along the northerly right-of-way line of Old Annetta Road a distance of 62.16 feet to a 1/2" iron pin set;

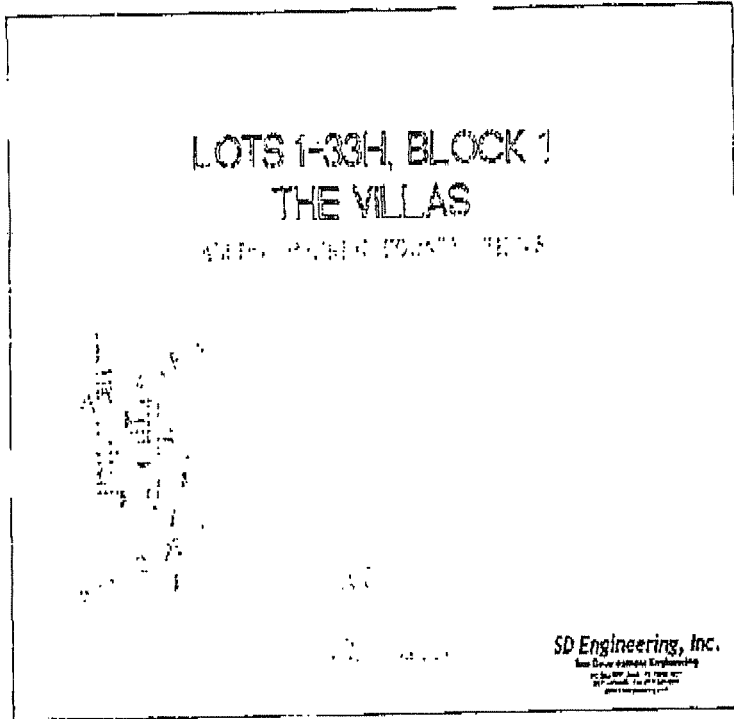
Thence North 84 degrees 21 minutes 49 seconds West continuing along the northerly Right-of-Way of said Old Annetta Road a distance of 29.27 feet to the POINT OF BEGINNING and containing 6.299 acres, 274,412.82 sq. ft. of land.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 36 of 49

*Description: Parker, TX Document - Book. Page 2433.751 Page: 36 of 53
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EXHIBIT "B-1"

**COPY OF RECORDED PLAT
THE VILLAS AT ALEDO**



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Description: Parker, TX Document -- Book. Page 2433.751 Page: 37 of 53
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2012-06-29

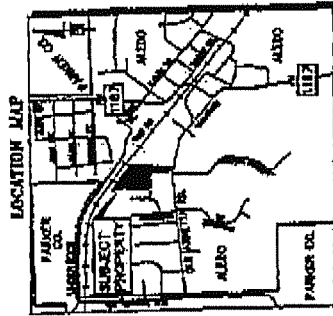
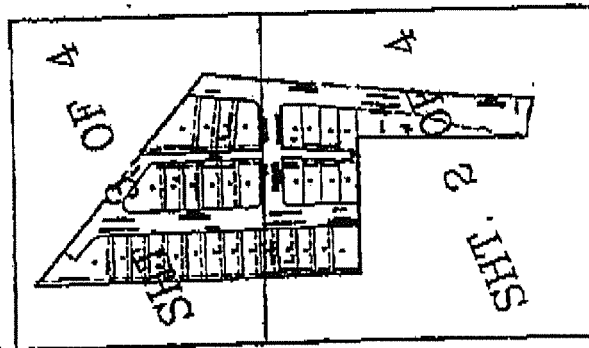
C-412

Final Plat Page 1 of 1

FINAL PLAT

LOTS 1-33H, BLOCK 1 THE VILLAS

ALEDO, PARKER COUNTY, TEXAS



APPROVAL OF THE PLAT SHALL BE IN WRITING BY THE CITY COUNCIL OF THE CITY OF ALEDO, TEXAS. THE PLAT IS TO BE RECORDED WITHIN 30 DAYS OF THE DATE OF APPROVAL. THE CITY OF ALEDO, TEXAS, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

CITY OF ALEDO, TEXAS
CITY COUNCIL

NOTED: THIS PLAT IS TO BE RECORDED WITHIN 30 DAYS OF THE DATE OF APPROVAL.

PLAT APPROVED DATE: April 27, 2012

BY: [Signature]
BY: [Signature]

PLAT FILED _____ PAGE _____ 2006
CABINET _____
PARKER COUNTY PLAT RECORDS



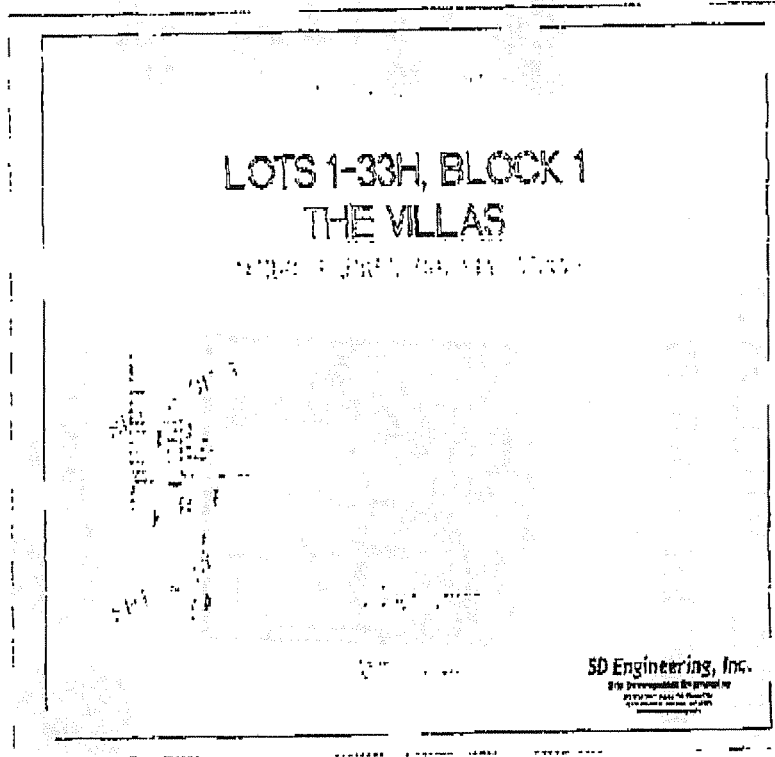
SURVEYOR:
DKG & ASSOCIATES, LLC
P.O. BOX 979
SPRINGTOWN, TEXAS 76082
817.320.5668

OWNER:
THE VILLAS AT ALEDO, L.P.
A TEXAS LIMITED PARTNERSHIP
9516 CAMP BOWIE BLVD. WEST
FORT WORTH, TEXAS 76116
817.922.7477

SD Engineering, Inc.
Site Development Engineering
P.O. Box 1117, Aledo, TX 76008-1117
Phone: 817.243.1117
www.sdengineering.com

EXHIBIT "B-4"

**COPY OF RECORDED PLAT
THE VILLAS AT ALEDO**

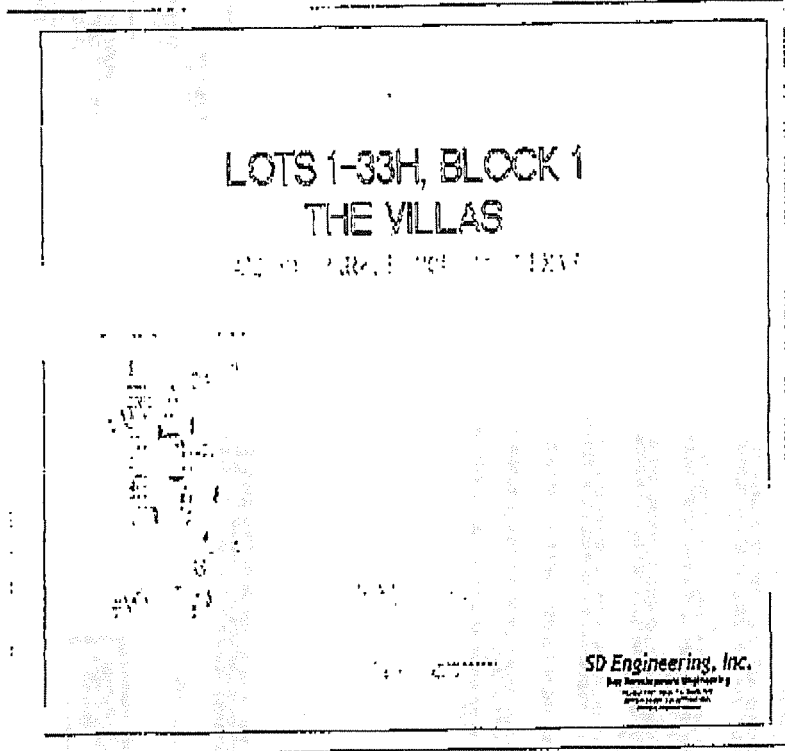


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Description: Parker, TX Document - Book. Page 2433.751 Page: 39 of 53
Order: 1756b Comment:

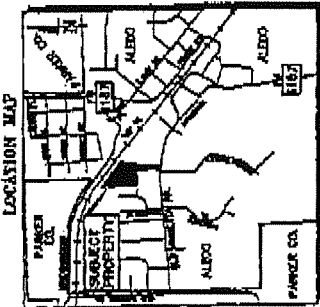
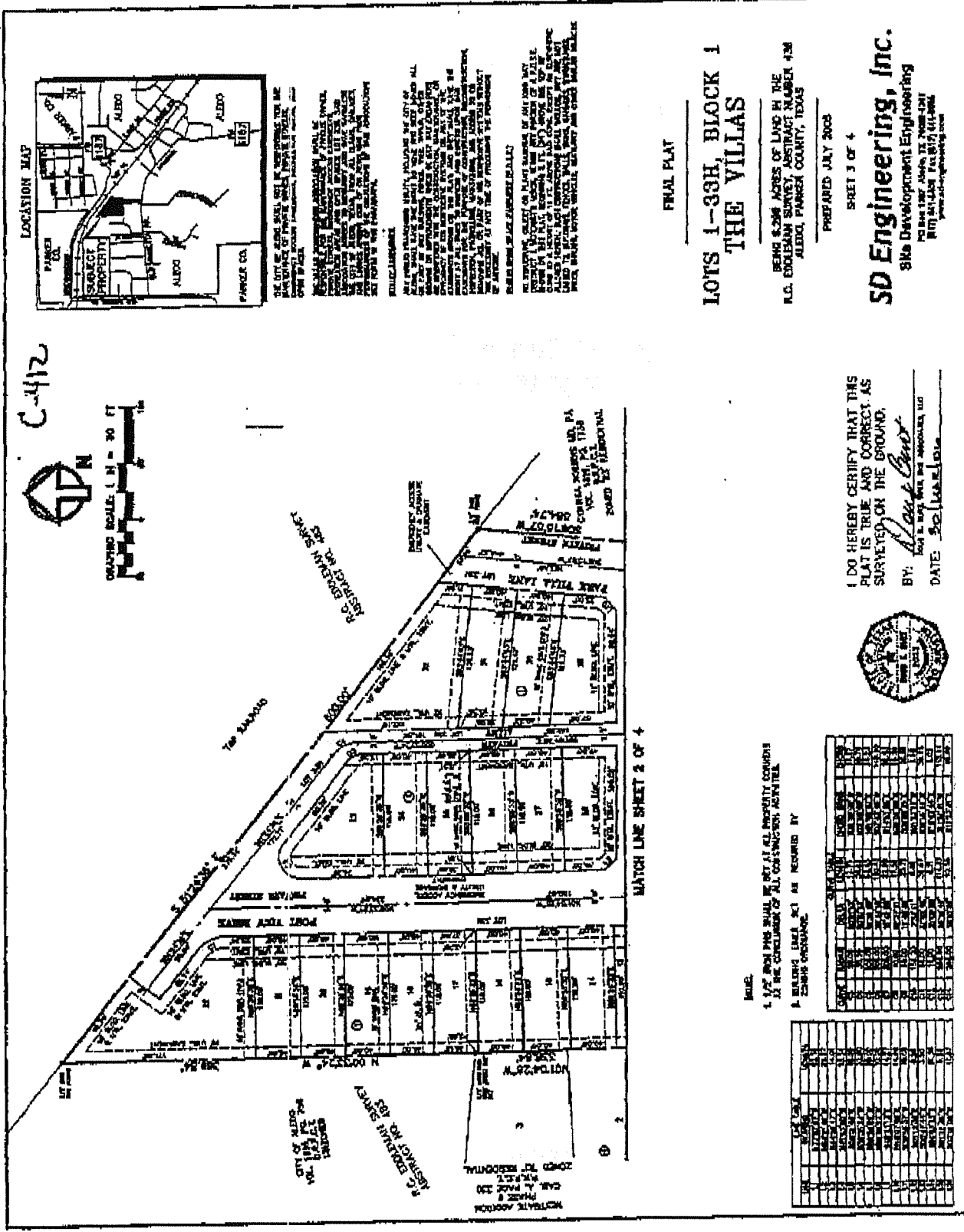
EXHIBIT "B-3"

**COPY OF RECORDED PLAT
THE VILLAS AT ALEDO**



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 39 of 49

Description: Parker, TX Document - Book. Page 2433.751 Page: 41 of 53
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THE CITY OF PARKER TEXAS WILL NOT BE RESPONSIBLE FOR THE ACCURACY OF THIS SURVEY. THE CITY OF PARKER TEXAS WILL NOT BE RESPONSIBLE FOR THE ACCURACY OF THIS SURVEY. THE CITY OF PARKER TEXAS WILL NOT BE RESPONSIBLE FOR THE ACCURACY OF THIS SURVEY.

FINAL PLAN
**LOTS 1-33H, BLOCK 1
 THE VILLAS**

BEING 6.296 ACRES OF LAND IN THE
 R.O. EUGLEMAN SURVEY ABSTRACT NUMBER 138
 ALIBO, PARKER COUNTY, TEXAS

PREPARED JULY 2008
 SHEET 3 OF 4

SD Engineering, Inc.
 Site Development Engineering
 1000 W. 10th Street, Suite 100
 Fort Worth, Texas 76102
 Phone: 817.342.4444
 Fax: 817.342.4444
 www.sd-engineering.com

I DO HEREBY CERTIFY THAT THIS
 PLAN IS TRUE AND CORRECT AS
 SURVEYED ON THE GROUND.
 BY: *David Cant*
 DATE: 07/14/08

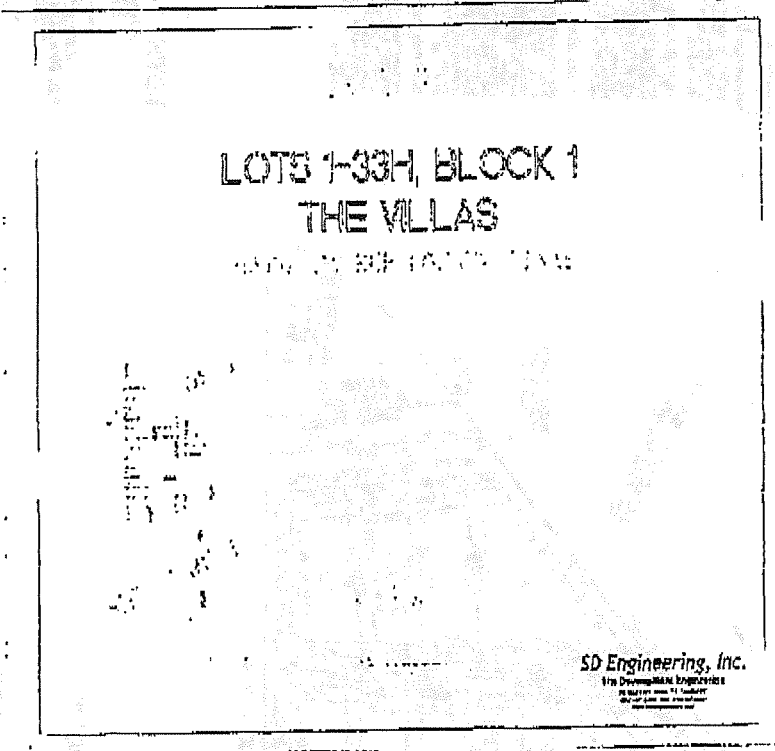


NOTE:
 1. ALL DIMENSIONS SHALL BE SET BY ALL PROPERTY CORNERS
 IN THE CENTER OF ALL CORNERING POINTS.
 2. BUILDING SHALL BE AS REQUIRED BY
 ZONING ORDINANCE.

LOT	AREA	OWNER	REMARKS
1	0.10	...	...
2	0.10	...	...
3	0.10	...	...
4	0.10	...	...
5	0.10	...	...
6	0.10	...	...
7	0.10	...	...
8	0.10	...	...
9	0.10	...	...
10	0.10	...	...
11	0.10	...	...
12	0.10	...	...
13	0.10	...	...
14	0.10	...	...
15	0.10	...	...
16	0.10	...	...
17	0.10	...	...
18	0.10	...	...
19	0.10	...	...
20	0.10	...	...
21	0.10	...	...
22	0.10	...	...
23	0.10	...	...
24	0.10	...	...
25	0.10	...	...
26	0.10	...	...
27	0.10	...	...
28	0.10	...	...
29	0.10	...	...
30	0.10	...	...
31	0.10	...	...
32	0.10	...	...
33	0.10	...	...

EXHIBIT "B-2"

**COPY OF RECORDED PLAT
THE VILLAS AT ALEDO**



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 38 of 49

EXHIBIT "C"**COMMON PROPERTIES TO BE OWNED BY THE
THE VILLAS AT ALEDO HOMEOWNERS ASSOCIATION**

1. Lot 33H, The Villas, an Addition to the City of Aledo, Parker County, Texas, according to the Plat thereof recorded in Cabinet C, Slide 412, Plat Records, Parker County, Texas.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 41 of 49

Description: Parker, TX Document - Book Page 2433.751 Page: 45 of 53
Order: 1756b Comment:

EXHIBIT "D"**ARCHITECTURE AND LANDSCAPE GUIDELINES
FOR THE
ARCHITECTURAL CONTROL COMMITTEE****PURPOSE**

These guidelines are intended to explain the concepts and philosophy used by the Architectural Control Committee (ACC) in its review of plans and applications for activities undertaken in Articles IX and X of the Declaration of Covenants, Conditions and Restrictions of The Villas At Aledo (the "declaration"). They are intended to provide the design philosophy under which the Committee will function and provide property Owners with guidance in submitting applications to the Committee. The Intent is to give direction in order to achieve the harmonious design discussed in the Declaration.

GENERAL CRITERIA

The ACC will make its decision based upon these General Criteria and upon specific Elements Criteria, which are presented in the following section. The decisions made by the ACC are not based upon personal opinion or taste. The overriding concern is one of harmony. The following criteria are presented as guides for the Community.

Conformance with Declaration. All applications are reviewed to confirm that the project is in conformance with the Declaration.

Design Compatibility. The proposed improvement must be compatible with the architectural character of the applicant's house adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color, and construction details.

Location and impact on Neighbors . The proposed alteration should relate favorably to the landscape, the neighbors' homes and improvements, and the existing structure of the neighborhood.

The primary concerns are access, view, sunlight, ventilation, and drainage. For example, blocking views or breezes, casting an unwanted shadow on a neighbor's property, or infringing on a neighbor's privacy are to be avoided. It is suggested that changes to a property, which affect neighbor's property be discussed with that neighbor in advance of submitting the application. In some cases, it may be appropriate to submit the neighbor's comments along with the application.

Scale. The size (in three dimensions) of the proposed construction should relate well to existing structures. The topography should be considered when considering scale.

Materials. Compatible materials should be used within the requirements of Article IX of the Declaration. Greater harmony can be achieved with the use of few materials. For example, brick and wood or stucco and wood can achieve this effect.

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Workmanship. The quality of workmanship prevalent in the neighborhood. If a new house, or the quality in the original house, if an addition, should be maintained. Poor quality can be a visual blight to the neighborhood. Poor quality can also create health hazards.

Timing. Construction should be so scheduled so as not to leave a partially completed project for an undue period of time. Projects which remain uncompleted for a period of time with no viable signs of work each week are a visual blight. They can also be unattractive hazard and nuisance and therefore, for purposes of safety, work should move as rapidly as possible toward completion. The length of time for completion stated on the application shall be a factor to be considered prior to approval. See Article 9.15 (e) for completion of new homes.

ELEMENTS CRITERIA

Homes. Plans should show the following information:

1. House on the Lot with distances to all property lines and distances to houses on adjacent Lots, if occupied.
2. Topography of Lot at five foot (5') contour intervals and location of driveway and any parking pads.
3. Landscaping proposed around foundation, for screening, if any, and any other major landscaping with the information shown on a plat which shows any major existing plant materials. Common names and Latin names are to be used.
4. Front, rear, and side elevations of house with listing of materials and colors to be used. Paint chips which show the finished color should be included as part of the submission.

The harmony of The Villas At Alcedo will be enhanced if clean simplicity is used in design. Non-functional elements or false features are to be avoided. Consideration shall be given to sun, shade, views of neighboring houses, prevailing winds, and architectural theme and colors of surrounding homes. If changes in grade or other conditions which will affect grading are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage.

Fences. Fencing is used to separate property, provide security, and visual privacy, or architecturally define space, in achieving any one of these goals a barrier is created which has both visual and physical impact on the boundaries of common land and property of adjacent homeowners. Careful consideration should be given to the basic fencing concept and the manner in which the concept is executed.

There are alternatives to fencing that may achieve the needed results. For example, short segments of screen fence may be combined with landscaping to achieve the desired amount of privacy with a sever impact on natural open space. Use of plant material alone can be an alternative.

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Fence height should not be greater than is necessary for its intended use since fencing can have a significant impact on adjoining properties and community open space. The height and design of fences should generally conform to other fencing in the area.

In selecting a fence it is important to remember that the homeowner's functional needs must also be related to prevailing fence styles in the neighborhood. Location, height, materials and color are the primary factors which should be considered.

1. **Height** – The height of a fence, the topography of the land, the relative distance of an observer affect both the amount of privacy afforded by a fence and its degree of visual impact.
2. **Location** – Most fencing involves boundary line consideration to some degree. Therefore, applications must show exact relationship with property lines.
3. **Materials and Colors** – Standard wood fencing, compatible with existing fencing in the Properties, left to weather naturally with use of clear preservative only.
4. **Extending privacy fencing** farther from the house does not necessarily increase privacy but can adversely increase the impact on common open space. Therefore, the extension of privacy fencing from the face of the houses should be minimized.

Decks. Decks are an extension of the house and thus have significant impact on its appearance. Decks may also affect the privacy of adjacent properties. These two factors are weighed heavily in the review of applications. Decks should be compatible in materials and color with the applicant's house. In many cases, wood left to weather naturally is an accepted option. Modifications to existing decks should provide continuity in detailing such as material, color, and the design of railing and trim.

Deck configurations should relate to the plan outline and window and door locations of the house where possible. Approval of other exterior modifications such as new exterior door openings which are a part of the deck application are contingent upon completion of the deck. Privacy of adjacent homes should be considered when planning decks. Decks on attached houses should not adversely affect the privacy of adjacent houses.

Planting should be provided at post foundations and on low decks to screen other structural elements and to soften visual impact. Shadow patterns created by decks should be considered both as they affect the use of outdoor space as well as impact on grass and plant material.

If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage.

Storage Sheds. Storage Sheds generally will not be acceptable unless an exception is made by the Architectural Control Committee.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 44 of 49

Storm and Screen Windows and Doors. Storm and screen doors should be painted to match entry doors behind them. However, special consideration will be given to doors that match architectural trim. Consideration will depend upon the design of the particular door and its relation to the design of the house and adjacent houses.

Generally, storm windows and screen window frames should be compatible with the color of existing window frames.

Recreation and Play Equipment. Equipment utilizing natural materials is encouraged. Metal play equipment exclusive of the wearing surfaces (slide poles, climbing rungs, etc.), free standing basketball backboards and their poles should be painted a muted earth tone to blend with the natural surroundings and installed in rear yards.

Swimming Pools. No underground or above ground swimming pools shall be allowed without the express approval of the A.C.C. The impact of required security fencing on open space is significant and must be carefully related to adjacent property. In addition, the homeowners should consider safety within the pool areas as well as the impact of increased noise levels on adjacent property.

Pools should be located in rear or side yards behind front building lines and any utility casements and in accordance with City code. Generally, the wall of swimming pool should be kept an adequate distance away from adjacent property. Removal or disturbance of existing trees should be avoided or minimized.

The pool and any mechanical equipment must be protected by a fence will be considered a part of the swimming pool application and shall be contingent upon completion of the pool.

Major Exterior Alterations. Major alterations are generally considered to be those which substantially alter the existing structure either by subtraction and/or addition. However, other site changes such as driveways modifications are also included.

The design of major alterations should be compatible in scale, materials, and color with the applicant's house and adjacent houses. Pitched roofs should match the slope of the roof on the applicant's house.

The location of major alterations should not impair the views, or amount of sunlight and natural ventilation on adjacent properties.

New windows and doors should match the type used in the applicant's house and should be located in a manner which will relate well with the location of exterior openings in the existing house.

If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage.

Construction materials should be stored so that impairment of views from neighboring properties is minimized. Excess material and debris should be removed as soon as possible.

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Garages. Garage doors should be straightforward and without ornamentation. Roof configuration and ridge lines should relate to those of the applicant's house.

Driveways and/or Parking Pads. Generally, only hard stabilized surfaces of concrete will be approved. Materials other than these will be considered if they are compatible with the surroundings. Care must be exercised in any drainage changes.

Greenhouses. Greenhouses generally are not acceptable unless an exception is made by the Architectural Control Committee.

Miscellaneous. There are numerous exterior modifications which are of a smaller scale than the previously noted items but still require approval. The same basic principles of compatibility of scale, materials, and color apply. Consideration must also be given to impact on neighboring properties.

Air Conditioners. Air condition units extending from windows generally will not be approved unless good cause is shown for their use and location. Compressors for central air condition units should be screened by architectural treatment or appropriate landscaping. Exterior units may be added or related only when they do not interfere visually and acoustically with neighbors.

Attic Ventilators. Attic ventilators or other mechanical apparatus requiring penetration of the roof should be as small in size as functionally possible and should be painted to match the roof. They should be located generally on the least visible side of the roof and not extend above the ridge line.

Chimneys and Metal Flues. Masonry (brick, stucco, or concrete) chimneys and flue enclosures may be used when compatible in design, location, and color with the existing house.

Dog Houses and Runs. Dog houses should be compatible with the applicant's house in color and material, and should be located where they will be visually unobtrusive in rear yards. Dog runs shall not be allowed in the properties.

Exterior Lighting. No exterior lighting shall be directed outside the applicant's property. Light fixtures which are proposed in place of the original fixtures should be compatible in style and scale with the applicant's house.

However, lighting which is a part of the original structure must not be altered without approval. Applications for exterior lighting should include wattage, height of light fixtures above ground, and a complete description, including descriptive material of the light fixture and location on property.

Window Curtains. Windows which are located on a garage should have some type of curtain to screen autos or equipment from outside view. If curtains have a design or color which clashes with the exterior color selection, they should be lined to present more pleasant appearance from the exterior.

Exterior Painting. Repainting or staining to match original colors need not be submitted. Color changes apply not only to the house siding, but also to doors, shutters, trim, roofing, and other appurtenant structures. Change of exterior color should relate to the colors of other houses in the

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 46 of 49

immediate area.

Trash Cans. Trash cans, containers for garbage, tied bundles of plant material, bags of rubbish, etc., should be kept inside the garage or in a suitable screened enclosure to the rear of the house. Locations at the front of the house will not be approved.

House Numbers. House numbers should be legible but should be of a size which is appropriate for the applicant's house in certain cases, decorative house numbers will be accepted dependent upon location and type of house.

Mailboxes. Mailboxes are functional necessity, not a decorative item. Since they are usually in a very visible location. They should be straightforward in design and enclosed in a masonry (brick, stucco) structure that relates to the materials used on the house.

Permanent Barbecue Pits. Permanent barbecue pits should not be a dominant feature on the landscape and should be located in rear yard so they will blend as much as possible with the natural background. Supplemental planting should be provided to soften the visual impact of the barbecue pit, particularly when little or no natural background or screening is available.

Auto Maintenance. Emergency auto repair or infrequent scheduled maintenance performed in the driveway is acceptable. However, constant or very frequent work on one or more autos is considered a health and environmental nuisance and will not be permitted.

Retaining Walls. Retaining walls may be used to preserve trees, improve drainage patterns, and define areas. Walls should be kept as low as possible. Use of indigenous rock or wood in combination with appropriate landscaping is encouraged.

Because retaining walls may alter existing land forms, the design of such walls should be carefully considered to avoid adversely affecting drainage patterns.

Shutters. Shutters which are added to a house should be compatible with the style of the house and should be of proper proportions to match the window in which they relate. Colors should be compatible with the colors of the house and neighborhood.

Ornamental Statuary. Ornamental statuary is generally not functional or consistent with the harmony of the community. Unless a statue is of exceptional artistic merit, it should not be located in the front or side yard and should be screened from view of neighboring properties in the rear yard. Ornamental figures of animals or persons will not be approved in front yards or attached to the house.

Landscaping. Landscaping can be effectively used to accent entryways, define space, create "soft" privacy screens, and reduce the visual impact of fences, sheds, etc. Since landscaping is a design element, the same consideration should be given to relationships to the applicant's house and to adjacent houses as apply to other design elements.

Care should be exercised in the planting and maintenance of trees and shrubs to prevent obstruction of sight lines required for vehicular traffic. Also the views of neighboring units and shade patterns

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of larger trees should always be considered.

Care should be exercised in selecting plant materials which upon maturity will be of an appropriate size in height and breadth for its intended use and locations. Mature size, both in height and diameter should always be considered especially when planting close to walkways and houses.

Consideration must be given to the effect which planting will have on views from neighboring house and property. Planting should be clustered rather than widely spaced. Massing, the three dimensional appearance of planting, may be improved by augmenting trees and taller shrubs with low spreading shrubs and/or ground cover.

The types of plants which might be used are in part a function of the desired effect and exposure. However, native plant material is advised because of the increased chances for healthy growth and compatibility with the area.

The Seasonal color of flowering trees and shrubs should be considered in relation to the color of the applicant's house and those adjacent.

Vegetable Gardens. While vegetable gardens offer certain rewards, gardens and gardening equipment can often be unsightly. Gardens should be generally located in rear yards. Visual screening from view by adjacent homeowners should be provided by means of solid fencing or screen planting. Plant taller varieties such as corn and tomatoes closer to fences or walls. Gardens should be located on land which will not cause water to run on adjacent property during periods of supplemental watering. Gardens should be properly maintained during the growing season. After the growing season, dead plants, stakes, etc., should be removed.

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APPLICATION PROCEDURE

All applications must be submitted to the Architectural Control Committee and where appropriate should contain the following information.

1. Designs and plans, showing dimensions
2. Colors including paint chips
3. Elevations
4. Topography
5. Materials to be used, described in detail
6. Distances from existing buildings on adjacent property
7. Sketch or photograph of a manufacturer's product
8. Provisions for drainage
9. Statements from adjacent property Owners, if appropriate

It is very important to clearly indicate all factors relevant to the project. Lack of information could result in either a modified decision or denial.

Major projects, such as a new house, additions, or swimming pool, require detailed plans not only for the Committee but also for a building permit from the City. Therefore, it is suggested the preliminary application contain sketches to reduce plan preparation cost. These can be reviewed by the Committee and preliminary approval can be given based upon comments made by the Committee. Note, any preliminary approval granted is contingent upon submission of final plans. Preliminary approval is construed as approval to prepare final plans and not as approval to proceed with construction.

The Committee is to be notified upon completion of the project. If it is found to have deviated from the approved plans, action will be taken to bring the project back into compliance. The pace of construction will also be monitored by the Committee or its representative during construction.

DECLARATION OF COVENANT'S, CONDITIONS AND RESTRICTIONS - Page 49 of 49

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05/02/2006 8:08AM # Pages 53
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