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**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF  
DECORDOVA RANCH**

THE STATE OF TEXAS  
COUNTY OF HOOD

This Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth by Ranches at DeCordova, L.P. d/b/a DeCordova Ranch, hereinafter referred to as "Declarant".

**WITNESSETH**

Whereas, Declarant is the owner of that certain property known as Oak Grove Farm, a subdivision in Hood County, Texas according to the map or plat thereof recorded at Slide B-142 of the Plat Records of Hood County, Texas; and

Whereas, it is the desire of the Declarant to hereafter refer to the Property as hereafter defined as "DECORDOVA RANCH", and except for the necessity of using Oak Grove Farm in the legal description and conveyancing matters, in all other respects the Declarant adopts the name "DECORDOVA RANCH" when referring to the Property platted as Oak Grove Farm. Legal descriptions used in conveyancing shall be styled as follows furnishing the appropriate lot and block designations: "Lot \_\_, Block \_\_ of OAK GROVE FARM (DECORDOVA RANCH), according to the plat thereof recorded at Slide B-142 of the Plat Records of Hood County, Texas."

Whereas, it is further the desire of the Declarant as the owner of 100% of the lots which were platted as Oak Grove Farm at Slide B-142 of the Plat Records of Hood County, Texas, to terminate the Declaration of Covenants, Restrictions and Easements recorded at the following volumes and pages: Volume 1608, Page 183; Volume 1615, Page 17; Volume 1749, Page 413, Real Records, Hood County, Texas; and

Whereas, it is further the desire of Declarant to place certain other restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to ensure the preservation of such uniform plan fix the benefit of both the present and future owners of Lots in said subdivision:

NOW, THEREFORE, Declarant hereby (1) adopts, establishes and imposes upon all of Oak Grove Farm (DeCordova Ranch), according to plat recorded at Slide B-142, Plat Records, Hood County, Texas, hereinafter referred to as the "Property", which is further identified in the subdivision plat referenced above, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, (2) adopts the name "DECORDOVA RANCH" when referring to the Property platted as Oak Grove

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Farm, and the legal description used in conveyancing shall be styled as follows furnishing the appropriate lot and block designations: "Lot \_\_\_, Block \_\_\_ of OAK GROVE FARM (DECORDOVA RANCH), according to the plat thereof recorded at Slide B-142 of the Plat Records of Hood County, Texas."; and (3) abandons the Declaration of Covenants, Restrictions and Easements recorded at Volume 1608, Page 183; Volume 1615, Page 17; Volume 1749, Page 413, Real Records, Hood County, Texas.

## **ARTICLE I**

### **Definitions**

**Section 1.** "Association" shall mean and refer to DECORDOVA RANCH Property Owner's Association.

**Section 2.** "Property and/or Properties" shall mean and refer to Oak Grove Farm (DeCordova Ranch), which is further identified in the aforementioned subdivision plat.

**Section 3.** "Lot and/or Lots" shall mean and refer to the Lots shown upon the subdivision plat which are restricted hereby to use for single family residential dwellings only.

**Section 4.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any Lot which is part of the Properties, but in the event of the execution of a contract for sale covering any Lot, the "Owner" shall be the purchaser named in the contract, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

**Section 5.** "Subdivision Plat" shall mean and refer to the map or plat of Oak Grove Farm (DeCordova Ranch) recorded at Slide B-142, Plat Records of Hood County, Texas.

**Section 6.** "Architectural Control Committee" or "Committee" shall mean and refer to DECORDOVA RANCH Architectural Control Committee, provided in Article IV hereof.

**Section 7.** "Builder" shall mean and refer to the owner of a Lot who owns such Lot for the sole purpose of development and sale to third parties, and is designated in writing as a Builder by Declarant.

**Section 8.** "Member" shall mean and refer to every person or entity that holds a membership in the Association.

**Section 9.** "Board of Directors" or "Board" shall mean the elected body of DECORDOVA RANCH Property Owners Association.

**Section 10.** "Utility Company" shall mean and refer to the provider of electric, water, cable, and sewer services designated by Declarant.

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**Section 11.** "Residential Dwelling" shall mean and refer to a single residential dwelling with garage

**Section 12.** "Improvement" shall mean and refer to any dwelling, garage, carport, swimming pool, wall, fence and any other object placed on, in or under the Properties.

**Section 13.** "Declarant" shall mean and refer to Ranches at DeCordova, L.P. d/b/a DeCordova Ranch, its successors and assigns.

**Section 14.** "Resident" shall mean and refer to every person or entity occupying a Residential Dwelling within the Properties.

**Section 15.** "Administrator" shall mean the entity administering the maintenance fund.

## **ARTICLE II**

### **Restrictions, Exceptions and Dedications**

**Section 1.** The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the private streets and easements shown thereon and such Subdivision Plat further establishes certain restrictions applicable to the Properties including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

**Section 2.** Declarant reserves the easements and roadways as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, water lines, sewers, storm sewers, drainage ways, cable television or any other utility Declarant sees fit to install in, across and/or under the Properties.

**Section 3.** Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and automatically installing the improvements. Should any utility company or cable television company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on said property without conflicting with the terms hereof.

**Section 4.** Declarant reserves the right, during installations of paving of the streets as shown on the Subdivision Plat, to enter onto any Lot or Lots for the purpose of street excavation,

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including the removal of any trees, if necessary, whether or not the Lot or Lots have been conveyed to and/or contracted for any other Owner or Owners.

**Section 5.** Neither Declarant nor any utility company or cable television company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employs or servants to fences, shrubbery, trees, flowers or any other property of the Owner situated on the land covered by said easements

**Section 6.** It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer drainage ways, electric light, electric power, cable service, telegraph or telephone purposes and shall convey no interest in any pipes lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality, other governmental agency or any public service corporation or any other party, and such right is hereby expressly reserved.

**Section 7. Utility Easements.**

(a) All Lots are subject to the utility easements reflected on the plat or designated in these Restrictions.

(b) No building shall be located over, under, upon or across any portion of any utility easement; however, the Owner of each Lot shall have the right to construct, keep and maintain drives and similar improvements across the utility easement along the front of the Lot and/or along the side of corner lots adjacent to street right-of-ways and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots.

(c) With the prior approval of the Committee, the Owners of each Lot also shall have the right to construct, keep and maintain driveways, walkway, steps, air conditioning units and equipment over, across or upon any utility easement along the side of such Lots ( the "Side Lot Utility Easement"), other than along any Side Lot Utility Easement which is adjacent to a street right-of-way and shall be entitled, at all times, to cross, have access to and use the improvements located thereon; however, any such improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and the location of such improvements shall not impede the natural flow of water across the Lot. The Owner of each Lot subject to said Side Lot Utility Easements shall be responsible for (i) any and all repairs to the driveways, walkways, steps, air conditioning units and equipment which cross or are located upon such Side Lot Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District, any public utility or cable television company in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Side Lot Utility Easements.

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(d) The Owner of each Lot shall indemnify and hold harmless Declarant, the Utility District, public utility companies and cable television company having Facilities located over, across or under utility easements from any loss, expense, suit or demand resulting from injuries to persons or damage to property in any way occurring incident to, arising out of, or in connection with said Owner's installation, maintenance, repair or removal of any permitted improvements located within utility easements, including where such injury or damage is caused or alleged to be caused by the sole negligence of such public utility or its employees, officers, contractors or agents. PG.

(e) In no event shall any Owner construct, maintain or use any of the above described improvements or any other improvements within any utility easements located along the rear of such Owner's Lot.

(f) In addition to the utility easements shown on the recorded Plat, there is hereby dedicated a five foot (5') wide United Cooperative Services easement, extending from the surface of the ground downward, and said easement being two and one-half (2 1/2) feet on each side of underground electric service lines as now or hereafter constructed and will extend along the route selected by United Cooperative Services from their distribution Facilities to the electric meter when and as located upon Lots and Reserves in the Subdivision. United Cooperative Services shall have the right to excavate said Lot easement strip, and to remove objects, structures, growth or protrusions thereon.

**Section 8. Road and Street Easements.** The roads and Streets in the Properties are not dedicated to the public, but shall be operated as private streets with each Owner having an easement for the use and benefit of such Owner of a Lot fronting thereon or adjacent thereto, with easements shall include rights of ingress, egress and passage over and along said streets in favor of the Declarant, the Association, the Owners and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees and the successor(s)-in-title to each Lot Owner, and in favor of the invitee and designees of each successor(s)-in-title to each Lot Owner, but not in favor of the public.

Subject to the terms and conditions of this Section, the private roads and streets in the Properties as shown on the Plat are hereby dedicated as utility easements strictly for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, any other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Property. The dedication of the private roads and streets as utility easements shall not affect operation of the roads and streets in this Property as private roads and streets.

Notwithstanding the operation of the roads and streets in the Property as private streets, Declarant hereby grants to Law Enforcement Agencies and Officers of Hood County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, vehicles and equipment, ambulances, school buses, Hood County officials and personnel and other governmental officials and personnel, and to the authorized agents of the Association for

performance of the Association's duties and obligations and exercise of the Association's rights in respect to the Properties, rights of ingress and egress and passage over and along said private roads and meets of the Properties in connection with the performance of their official functions.

### **ARTICLE III** **Use Restrictions**

**Section 1. Land Use and Building Type.** All Lots shall be known and described as Lots for single family detached residential dwellings only (hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling with an attached fully enclosed garage for not less than two (2) nor more than four (4) cars. The garage will be available for parking automobiles at all times without any modifications being made to the interior of said garage. Such garage shall be constructed at the same time as the dwelling and act as an integral part of the residential structure, constructed with the same design, color and materials as the residence. Occupancy of the dwelling shall not be authorized until the garage is complete. The residential dwelling shall not exceed a height of thirty-five (35) feet. The height shall be measured from where the highest point on natural grade of the Lot abuts the structure except where the slab must be elevated above the natural grade to achieve minimum slab elevation as required by the Committee. In this situation, the height shall be measured from the minimum slab elevation established by the Committee.

All garages shall open to the side of the Lot and no garage may open to the front or rear of a Lot unless otherwise approved by the Architectural Control Committee. Garages placed on corner lots may face the side street and shall be located no closer to the side lot line than the minimum side lot building setback line as shown on the Subdivision Plat.

As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots for garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind nor for any commercial or manufacturing purpose; however, a home business or home business or home profession or hobby would be allowable providing that such activities would not: (a) attract automobile, vehicular or pedestrian traffic to the Lot; (b) involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the residences within the subdivision; or (c) require any signage (such advertising signs being specifically prohibited). Each Lot improvement thereon shall be used only as a single family residence. The rental of a dwelling for occupancy as a residence shall not be construed as a business. No building of any kind or character shall be moved onto any Lot within said properties without written permission of the Committee; however, no Residential Dwellings shall be moved onto any Lot within said Properties.

**Section 2. Carports.** Carports are acceptable, however in no case shall they substitute for the garage requirements described in Section 1 of this Article. No carport shall be erected or permitted to remain on any Lot without the expressed prior written approval of the Committee.

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Approval will be denied unless the carport is an integral part of the residential structure and the carport is constructed with the same design, color and materials as the Residential Dwelling. Only motor vehicles, as identified in Section 21 of this Article III, shall be parked or stored in a carport.

**Section 3. Architectural Control.** No improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvement thereon have been approved by the Architectural Control Committee ("Committee") with respect to harmony with existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards more fully provided for herein. The Committee is authorized to grant variances if the variance is reasonable and if the structure is not inconsistent with the general scheme and harmony of the development. The builder must be approved in order to ensure that the structure will be built according to the plans and specifications. The Architectural Control Committee reserves the right to approve the builder selected by Lot owner.

**Section 4. Dwelling Size.** The minimum square footage of the total living area of the main residential structure, exclusive of open porches, garages and/or carports, and servants quarters, shall be as follows:

All Lots - The minimum living area of a one (1) or one and one-half (1 1/2) story residential structure shall be 2,200 square feet. The minimum living area of a two (2) or two and one-half (2 1/2) story residential structure shall be 2,500 square feet with the first story being no less than 1,450 square feet of living area.

**Section 5. Type of Construction, Materials and Landscaping.**

(a) Residences, garages, and carports shall be constructed of masonry and high grade wood products. The Architectural Control Committee has sole discretion as to the allowable products and design used.

(b) No external roofing material other than wood shingles, wood shake, slate, tile, metal, built up roof, composition (where the type, weight, quality and color has been specifically approved by the Committee) shall be used on any building in any part of the Properties without the written approval of the Committee. All roofing material must be applied in accordance with the manufacturer's specifications. Roof vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Roof items that appear on cedar shingle roofs must be painted in such a manner that the color matches a weathered cedar shingle. Galvanized roof valleys must be primed before being painted to insure the prevention of peeling.

(c) No window or wall type air conditioners shall be permitted to be used, erected placed or maintained on or in any building in any part of the Properties.

(d) Landscape layout and plans shall first be approved by the Committee before work commences.

(e) All roof ventilation (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The Committee shall have the right to approve the exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of the particular roof design, cannot be hidden from view.

**Section 6. Building Location.** No main residence, garage or carport nor any part thereof shall be located on any Lot nearer to the front or rear Lot line or nearer to the side street Lot line than the minimum building lines as shown on the Subdivision Plat. At such times as plans are submitted to the Committee by any owner for approval, the Committee may require that the residence, garage or carport be located at a greater distance from the back Lot line than the building line shown on the recorded plat. The Committee has sole approval of the back building line. Since the lots are large the Committee will establish a location on the back building line so that there will be a consistency on house locations. No main residence, garage or carport or any other out building or any part thereof shall be located nearer than 10 feet to any interior side Lot line. Said out building or structure shall contain no more than four hundred (400) square feet unless otherwise approved by the Committee. All materials used in constructing any out building or other such structure shall be in harmony with the main residence. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building on any Lot to encroach upon another Lot, except that any Owner of one or more adjoining Lots may, with the written permission of the Committee, merge such Lots into one building site with the privilege of placing or constructing improvements on such resulting site, in which case side setback lines shall be measured from the resulting side property lines rather than the Lot lines as indicated on the recorded plat and such composite building site shall thereupon be regarded as a "Lot" for the purposes of this Article III, Section 6 only.

Upon Written request, the Committee may approve deviations from the single family detached building location requirements provided such deviations do not alter the scope and intent of the restrictions.

**Section 7. Slab Requirements.** All building foundations shall consist of a concrete slab, unless the Committee approves a different type of foundation when circumstances, such as topography of the Lot, make it impractical to use a concrete slab of all or any portion of the foundation of the building improvements constructed on the Lot. The finished slab elevation for all structures shall be above the 100 year flood plain as established by Commissioner's Court of Hood County, Texas, the Hood County Engineers Office, and other applicable governmental authorities. All residential foundation slabs for all Lots in the subdivision must be a minimum of eight inches above finished grade of the Lot at the foundation perimeter. The Committee does not determine whether the structural integrity of the slab is adequate. A structural engineer should be consulted on these matters. The slab shall have an engineer's seal prior to approval by the Committee. Sufficient soil investigation should be obtained for proper slab design. The Committee may make deviations in the above foundation requirements provided such deviations do not alter the scope and intent of the restrictions.



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**Section 8. Annoyance or Nuisances.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited, including but not limited to the following, are:

- a) The performance of work on automobiles or other vehicles upon the Lot or in driveways or streets abutting Lots except as permitted in Section 22 of this Article.
- b) The use of discharge of firearms, firecrackers or other fireworks within the Properties.
- c) Storage of flammable liquids in excess of five gallons.
- d) Activities which may be offensive by reason of odor, fumes, dust, smoke, vision, vibration or pollution which are hazardous by reason of excessive danger, fire or explosive.

**Section 9. Temporary Structure.** No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Properties as in his sole discretion which may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include but not necessarily be limited to sales and construction offices, storage areas, and signs. Portable toilet facilities shall be placed at the construction site of all Residential Dwellings. Upon approval of the Committee, a contractor building a Residential Dwelling on a Lot for the Owner of such Lot may place a temporary construction office on the Lot. No garage, servant's quarters or other permitted accessory structure shall be erected, placed or maintained on any Lot until construction of the main residential dwelling has commenced. Any structure on which construction has commenced must be completed within a reasonable length of time not to exceed 180 days.

**Section 10. Signs and Billboards.** No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot without the express prior written consent of the Association. All signs, billboards, posters and other advertising devices shall conform to the Committee's predetermined sign policy. The Association, Declarant or their agents shall have the right to remove any sign not complying with the above referenced policy and in so doing, shall not be liable and are expressly relieved from any liability for trespass of other tort in connection therewith or rising from such removal. The right is reserved by Declarant and its designated agent to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property.

**Section 11. Oil and Mining Operations.** No water drilling, oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted, nor shall 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

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or permitted upon any Lot. Declarant reserves the right to drill water wells for the benefit of Common Areas. Notwithstanding, the provisions of this Section 11, the Declarant reserves for itself, its successors or assigns, the right to designate natural gas drill sites, the location and size of which will be solely determined by the Declarant, together with all rights common to mineral owners to explore and extract minerals from such designated drill sites.

**Section 12. Storage and Disposal of Garbage and Refuse.** No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon the Lot at the time construction is commenced and may be maintained thereon for a reasonable time. So long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

**Section 13. Electric Distribution System.** The type of electric service supplied to Owners will be alternating current at approximately 60 cycles per second, single phase, three wires 120/240 volts and metered at 240 volts. It is understood and agreed that only electrical service of the characteristics described above, will be furnished by United Cooperative Services in DECORDOVA RANCH, and that such service will be from the electric distribution system to be installed by United Cooperative Services, and Owners agree that only electric service at 120/240 volts single phase, three wires, will be available for Lots. The locked rotor current of any motor connected to this service will be limited in accordance with the standard service practices of United Cooperative Services. The utility easement areas dedicated and shown on the records map of DECORDOVA RANCH, may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to Owners by such utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each Lot and Owner in the Properties.

Declarant does hereby require that individual underground electrical service drops be installed to each residence. The Owners of each residence will therefore comply with United Cooperative Services Company's policy regarding such underground service installations, and the Owners do hereby agree to pay any charges which might be incurred for the installations of the underground service as set forth in the Company policy. United Cooperative Services company's policy is subject to change from time to time without notice. The Owners shall ascertain that location of said service drops and keep the area over the route of said service drops free of excavations and clear of structures, trees and other obstructions; and United Cooperative Services may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose a purposes: and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves the right to grant upon, across and over each Lot an easement and license along the perimeter boundaries of each to the width of five feet measured from each boundary

of each Lot, protruding from each boundary into the interior portion of each Lot for the purpose of erection, construction, maintenance, and the continuous placement of an electrical lighting system throughout the Property. This reserved right is expressly reserved on behalf of and for the benefit of Declarant and any public utility company, including but not limited to United Cooperative Services. This reserved right includes expressed right of Declarant and each public utility company to clear, grade and remove such obstructions including, but not limited to, trees, brush and other landscaping that the Declarant or the public utility company deems necessary in order to effectuate the construction, erection, maintenance and continuance placement of the electrical lighting system hereby contemplated. Declarant further reserves hereby, unto itself and to any such public utility company, the expressed right to enter upon any Lot for the purpose of construction, installation, maintenance, repair and continuous placement of the electrical lighting contemplated hereunder and to remove any obstruction as might exist within this designated area, and such shall not be deemed to be trespass in any respect to the rights of the Owner of the Lot. Each Owner, by acceptance of a Deed to a Lot in these Properties, does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in the Properties. Neither Declarant nor any public utility company acting under the easement license or rights referred to herein shall be liable for any damage done by themselves or their assigns, agents, employees or servants to any fences, shrubbery, trees, flowers or any other property of the Lot Owner situated on the property by this easement and license.

**Section 14. Views to and from Lake Granbury.** Views to and from Lake Granbury are encouraged so that each view can become a positive addition to the environment of the Properties. It is not the intent of these restrictions to encourage removal of any existing trees from the Property. The removal of existing trees from Lots must be approved by the Committee.

**Section 15. Walls, Fences and Hedges.** All walls, fences and hedges must be approved by the Committee. Except as otherwise provided herein, no walls or fences shall be erected or maintained nearer to the front of any Lot than the front of the Residential Dwelling constructed on the Lot, or, on corner lots, nearer the side lot line than the side lot building line parallel to the side street as shown on the recorded Plat. All walls and fences of interior Lots may be of ornamental iron, masonry or wood construction as approved by the Committee with a height of six (6) feet. (The Declarant may construct fencing ten (10) feet tall at entrances to the Properties.) Unless otherwise approved by the Committee, all ornamental iron fences shall be black in color and of a design that conforms to the Committee's pre-determined plan for such improvements. No chain link fences shall be erected, placed or permitted to remain on any residential Lot. All wooden fences shall be constructed of material to be approved by the Committee. Where approved herein, all wooden fences exposed to view from the street adjacent to the Lot shall be built so the finished side faces said street. No fence shall be installed which will impede the natural flow of water across the Lot. Unless otherwise approved by the Committee, pilasters which are in harmony with the main residential structure shall be used in conjunction with ornamental iron fences. A small patio which is an integral part of the dwelling may be enclosed with a fence or a wall. Ownership of any wall, fence or hedge erected as a protective screening on a Lot shall pass with title to the lot, and it shall be the Owners responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure

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continuing after ten days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said preventive screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof, and all such payments by the Association, shall, likewise, be secured by a Vendor's Lien for the benefit of the Association in the same manner as the maintenance charges payable in accordance with Article VI, Section 4 herein. Plans and specifications shall be submitted as in the case with other structures.

**Section 16. Mailboxes.** The Declarant or the Committee, will designate the exclusive design, motif and materials for mail boxes within the Properties. All mail boxes must conform to the design, any deviations must be approved in writing or be removed.

**Section 17. Utilities.** Improvements situated on a Lot shall be connected to the water as soon as practical after same are available at the property line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. Each lot will be required to have an aerobic wastewater system. The installation and use of any propane, butane, LP gas or other gas tank, bottle or cylinder of any type (excluding those normally associated with outdoor barbecue grills) shall require the prior written approval of the Committee and shall be screened from public view. All telephone, electric, cable or other service lines shall be installed underground. When and if natural gas is made available to Lot owners, the Lot Owner must immediately discontinue use of propane, butane, L.P. gas or other type of hydrocarbon fuel being used at the time and convert to the natural gas line.

**Section 18. Views, Obstructions and Privacy.** In order to promote the aesthetic quality of "views" within DECORDOVA RANCH, the Committee shall have the right to review and approve any item placed on a Lot including, but not limited to the following:

- a) The location of all windows and the type of proposed window treatments and exposed window coverings.
- b) The probable view from second story windows and balconies and decks (particularly where there is a potential invasion of privacy to an adjoining neighbor).
- c) Sunlight obstructions.
- d) Roof top solar collectors.
- e) Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes.
- f) Exterior storage sheds.
- g) Fire and burglar alarms which emit lights or sounds.
- h) Children playground and recreational equipment.
- i) Exterior lights.
- j) Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be part of an otherwise approved landscape plan.
- k) The location of the Residential Dwellings on the Lot.

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**Prohibited items.** The following items are prohibited from appearing within the properties:

- a) Clotheslines, reels, hanging circles and other exterior clothes drying devices.
- b) Above ground swimming pools.
- c) Window unit air conditioners.
- d) Signs (except for certain "For Sale" and "For Lease" signs).
- e) Storage of more than ten gallons of fuel outside of regular vehicle gas tanks.
- f) Unregistered or inoperable motor vehicles.

**Section 19 Lot/Yard Maintenance.** The front and side yard of all corner lots, and the front yard of all other lots shall be landscaped. Such landscaping shall be in accordance with the Committee's Standards. The Committee's decision shall be final. Unless otherwise provided for herein, such landscaping is to be completed within three months of the date of occupancy of the dwelling. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything. The Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the following from public view; yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Association or their assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association in the same manner as the Maintenance Charges payable in accordance with Article VI herein.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. Unless otherwise approved by the Committee, no trees shall be cut or removed except to provide room for construction of improvements, to present a hazard to the structural integrity of the slab or to remove dead or unsightly trees.

During the construction of a residence, the Owner is required to remove and haul all trees, stumps, limbs, branches, etc. from the Properties except that the Declarant during construction of the water, sewer and drainage facilities as well as paving may burn and dispose of in other methods, trees, stumps, underbrush and other trash cleared during the construction process and the Declarant may act in accordance with Article 11, Section 4 of this Declaration.

No Owner or contractor may enter upon the Lot adjacent to the one on which he is building for the purposes of ingress or egress to his Lot during or after construction unless such adjacent Lot is also owned by such Owner or such Owner has written approval from the adjacent Lot Owner. Such approval must be furnished to the Committee. All such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building debris or after construction of improvements.

**Section 20 Motor Vehicles.** No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motor cycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated on the Properties, if, in the sole judgment of the Association, such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, his tenants and their families.

**Section 21 Storage and Repair of Automobiles, Boats, Trailers, Recreational Vehicles and other Vehicles.** No motor vehicle shall be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans or pickup trucks that: are in operating conditions; have current license plates and inspection sticker; and are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six (6) feet, six (6) inches in height or seven (7) feet, seven (7) inches in width or twenty-one (21) feet in length, may be parked in the driveway on such Lot. No non-motorized vehicle, trailer, boat, marine craft, hover craft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way or any other area unless such object is concealed from public view inside the garage or other approved enclosure. The term "approved enclosure" shall mean an enclosure that has been previously approved by the Committee. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Properties. If a complaint is received about a violation of any part of this section, the Association will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance temporarily parked and in use for the construction, repair or maintenance of the subdivision Facilities or of a house or of any other structure. No Owner of any Lot or visitor or guest of any Owner, occupant or resident shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. Owners, visitors and guests are encouraged not to park vehicles in the streets of the subdivision.

**Section 22 Antennas and Satellite Dishes.** No electronic antenna or devise for receiving or transmitting any signal of any type shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the Committee. In all cases, no antenna shall be erected as a free standing or guide structure. The Committee may allow the installation of satellite dishes if in the sole opinion of the Committee the location of said dish does not unnecessarily affect the views or aesthetics within the subdivision. The Committee's decision shall be final. A satellite dish may not exceed eighteen (18) inches in diameter and must be mounted as to not be visible from the street. All dishes shall be of one solid color of black or earth tones of brown, gray or tan. The expanded metal type dish is recommended. No multicolored dishes shall be permitted. No advertising or the printing of names of any type shall be permitted. No transmitting

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device of any type which could cause electrical or electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Association reserves the right to seek the removal of any that was installed without first obtaining approval or any dish that violates these restrictions.

**Section 23. Solar Panels.** Solar panels or other non-traditional means of producing energy are not allowed.

**Section 24. Pets.** No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any Lot. Should such pets be a nuisance in the opinion of the Association, they must be removed from the premises and the Properties. No pets are to run at large. All pets must be on a leash.

**Section 25. Drainage.** Each owner of a Lot agrees that he will not in any way interfere with the established drainage pattern over his Lot from adjoining Lots or other Lots in the Properties. Any changes necessary in the established drainage pattern must be included on the Owners plans and specifications when submitted to the Committee. Such drainage plans shall be subject to the Committee's approval. Each Owner agrees that he will take all necessary steps to provide for additional drainage of his Lot in the event it becomes necessary. Established drainage shall be defined as drainage that exists at the time the Declarant completes all grading and landscaping within the Properties. If an Owner wishes to change the established drainage and is not at that time constructing a home, a drainage plan must be provided to the Committee for approval. No pockets or low areas may be left on the Lot where water will stand following a rain or during normal yard watering. With the approval of the Committee, Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or other such methods as approved by the Committee.

**Section 26. Concrete Curb/Driveway Maintenance.** The Owner or occupant shall at all times keep his entrance lip, culvert, driveway curb, curb ties, and curb along the street adjacent to his property in a good state of repair and attractive in appearance. In the event of any default by the Owner or other occupant of a Lot in observing the above requirements, which default is continuing after thirty days' written notice thereof to the Owner or occupant as applicable, the Association or their designated agents may at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and make such repairs as deemed necessary by the Declarant or the Association to ensure compliance with this declaration, so as to place such driveway entrance items and street curb in a good state of repair and attractive appearance and may charge the Owner or occupant of such Lot for the cost of such work. Such charge, together with interest thereon at the highest rate permitted by applicable laws from the date due until paid and all costs of collection, including reasonable attorney's fees, shall be secured by a Vendor's Lien for the benefit of the Declarant or the Association, whichever the case may be, which is hereby retained against each Lot in DECORDOVA RANCH, which lien shall only be extinguished by payment of such sum. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or other institutional lender, which hereinafter lends money for (a) the construction (including improvements) and/or permanent financing of improvements on such property; (b) the purchase of Lot(s) and any

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improvements; and (c) home equity and/or home equity line of credit loan(s), provided however, that said lien shall remain in full force and effect until paid or released by the Association through appropriate proceedings at law. PG.

All culvert sizes and elevations must be approved by the DECORDOVA RANCH Property Owner's Association and any other governmental agencies having jurisdiction.

**Section 27. Driveways.** Driveways may be built of brick, concrete or asphalt, or any other materials approved by the Committee. All concrete driveways shall be constructed with quality grade concrete, four and one-half (4 1/2) sack cement per cubic yard and be reinforced with a minimum of #6, 6"x6" welded wire mesh, or one and one-half (1 1/2) Type "D" modified asphalt with six (6) inch compacted limestone (or approved equal) base material. Driveways width shall be a minimum of ten (10) feet. If more than one driveway is constructed on a common Property, such driveways shall be separated by a minimum distance of at least twenty (20) feet. Driveways shall be constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the driveway. The Committee shall have the right to approve the location of the driveway on the Lot.

An expansion joint shall be installed at the property line and at the connection where the driveway meets street.

**Section 28. Walkways/Sidewalks.** No sidewalks shall be required.

**Section 29. Swimming Pools.** No swimming pool may be constructed on any Lot without the prior written consent of the Committee. Two sets of plans and specifications for the proposed pool shall be submitted to the Committee including a plot plan showing the location and dimensions of the pool and related improvements together with the plumbing and excavation disposal plan. In no case shall the street curb be broken or cut to facilitate a pool drain without the prior written approval of the Committee. Excavation required for swimming pools shall be hauled from the site to a place outside of DECORDOVA RANCH, unless approved by the Architectural Control Committee in writing.

#### **ARTICLE IV** **Architectural Control Committee**

**Section 1. Approval of Improvement Plan.** No improvements shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvements have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by DECORDOVA RANCH Architectural Control Committee. A copy of the construction plans, specifications, plot plan and slab design having an engineer's seal, together with such information as may be deemed pertinent, shall be submitted to the Committee or its designated representative prior to commencement of



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construction. Failure on the part of the Committee to act within sixty (60) days following date of submission of the required plan and specification shall constitute approval. The Committee may charge a reasonable fee to cover the administrative expense of its review and comment, such fee to be payable to DECORDOVA RANCH Architectural Control Committee. A form survey prepared by a registered surveyor in the State of Texas shall be submitted to the Committee prior to pouring the foundation of any building or other Improvement that is to be erected, placed or altered on any Lot.

**Section 2. Committee Membership.** The Declarant, in its sole discretion, shall appoint the members of the Committee which will consist of three (3) members, none of whom shall be required to be residents of DECORDOVA RANCH. The Committee shall and will act independently of DECORDOVA RANCH Property Owner's Association.

**Section 3. Replacement.** In the event of death or resignation of any member or members of said Committee, the Declarant shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority. In the event the Declarant fails to appoint successor members, the Association shall make such appointments.

**Section 4. Minimum Construction Standards.** The Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as minimum guidelines and may be amended from time to time.

**Section 5. Disclaimer.** No approval of plans and specifications and no publication or designation or architectural standards shall ever be construed as representing or implying that such plans specifications or standards will result in a properly designed structure or satisfy any legal requirements.

**Section 6. Non-Liability for Committee Action.** No member of the Committee, the Association Board of Directors, their successors or assigns, or the Declarant shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not responsible for reviewing, nor shall its approval of any improvement or modification to any improvement on a Lot be deemed approval of the improvement or modification of improvement from the standpoint of safety, whether structural or otherwise, or conformance of building codes or other governmental laws or regulations.

## **ARTICLE V**

### **DECORDOVA RANCH Property Owner's Association**

**Section 1. Membership.** The Declarant shall cause a Property Owner's Association to be organized and formed as a non-profit Corporation under the laws of the State of

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Texas. The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare of the members, to collect the maintenance charges to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep and protection of the common properties and facilities of the subdivision and such other purposes as are stated in the Articles of Incorporation and consistent with the provisions of the restrictions and all supplemental or amended restrictions.

The Property Owner's Association shall consist of all of the Owners of Lots in DECORDOVA RANCH including any other sections which subsequently may be developed on this tract or adjacent land. The name of the Association shall be DECORDOVA RANCH Property Owner's Association. Each Lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each Lot owned. The Association shall be governed by a Board of Directors, and the Declarant shall name the initial members of the Board of Directors. The initial Board of Directors shall serve for a term of ten (10) years or until all the Developers properties have been sold, whichever occurs first or at the Developers sole option.

Such Association may adopt such By-laws, Rules and Regulations as it deems appropriate consistent with these restrictions.

The Declarant shall be a member of the Association if it owns legal title to any Lot in the subdivision which has not been conveyed to a third party by Contract of Sale or Deed.

#### **ARTICLE VI** **Maintenance Charges**

**Section 1. DECORDOVA RANCH Use of Maintenance Fund.** Each lot shall be subject to an annual maintenance charge to be used for promoting the comfort, health, recreation, safety, convenience, welfare and quality of life for the owners of lots in DECORDOVA RANCH. The use of the annual maintenance charge shall include, but not be limited to, fulfilling the purpose of the Association as set forth in Article V and such other purposes necessary or desirable in the opinion of the Administrator of such fund to maintain or improve the property of which it considers to be a general benefit to the Owners or occupants of the Property covered by these restrictions. Such funds may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of DECORDOVA RANCH. The amount of the maintenance charge shall be set by the Administrator of the fund from time to time subject to the limitations contained herein.

Declarant shall collect and maintain control over the maintenance fund and administer same until all of the Lots in DECORDOVA RANCH are sold by Deed or Contract or until December 31, 2015, whichever comes first, or at any earlier time if Declarant so elects. At that time, the administration of such fund shall be transferred to the Association. After transfer, no association, group, corporation, individual or entity other than the Association formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.

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The maintenance charge shall be paid annually in advance by January 31 of each year. The maintenance charge will not accrue against any Lot in which the legal and/or equitable title is vested in Declarant, notwithstanding that a Lot may have been previously sold by a Deed or Contract and title thereto reverted back to Declarant. During the time that such fund is administered by the Declarant, the charge may be increased but no more than once each twelve months and no increase shall be more than twenty (20%) percent of the existing charge. However, after the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. The annual assessment per Lot may be increased by the Association when it assumes administration of the fund in accordance with its by-laws. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his Lot.

The Administrator of the Maintenance Fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this Article. During all times that Declarant is the Administrator of such funds, it shall maintain the proceeds in an account separate and apart from all other accounts of Declarant and shall keep accurate records of all receipts and disbursements. In the event Declarant is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by the fund, Declarant shall be entitled to repayment at such time as the fund is able.

**Section 2. Enforcement of Maintenance Fee Collection.** Each such assessment not paid when due shall incur a late fee of Seventy-Five Dollars (\$75.00) or thirty percent (30%) of the amount due, whichever is greater. Each such assessment and late fee, if not paid when due, will be charged interest at the highest legal rate as permitted by Texas law together with the costs of collection, including reasonable attorneys fees, shall be the personal obligation of the Owner against whom they were assessed and shall be secured by a lien as provided herein. To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a Vendor's Lien for the benefit of the Administrator of the fund whether Declarant or Association. Said Lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced (a) on account of the construction or improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such construction lien; (b) the purchase of Lot(s) and any improvements; and (c) home equity or home equity line of credit loan(s).

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To secure the payment of the maintenance fee the lien described above may be foreclosed on by nonjudicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each Owner hereby expressly grants to the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code and said power of sale, designate in writing a trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the president or any vice president of the Association and filed in the Real Property Records of Hood County, Texas.

**Section 3. Term of Maintenance Fees.** The above maintenance charges and assessment will remain effective for the full term (and extended term, if applicable) of the within Covenants.

**Section 4. Collection after Default by Purchaser.** It is specifically stated and agreed that any Lot sold to persons or entities by the Declarant by contract for sale of land, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manner and said Lot is repossessed, foreclosed or such contract canceled by Declarant, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such Lots from the Declarant. Nothing herein contained shall relieve the purchaser in default from whom the Lot was repossessed from his personal obligation to pay such delinquent charges, assessments and penalties to the Association.

**Section 5. Transfer Fee.** A Transfer Fee of \$500.00 will be paid to the Property Owners Association each time record title is changed. This fee shall be used to cover administrative expenses incurred due to changes.

## **ARTICLE VII**

### **Entry Gate**

**Section 1. Location.** Each entrance way to the subdivision may have gates installed by Declarant. These gates may be electronically operated and would control access to the subdivision.

**Section 2. Control.** The Declarant, its agents, employees, customers and invitees, shall always have unimpeded access through such gate and entry way to conduct the business affairs of Declarant. The right of control of access through such entry way and gate by owners, their guests and invitees, shall be upon such terms as determined by the Property Owners Association. The purpose of the gate and private roads are to discourage undesired and unauthorized vehicular traffic within the Property; however, the Property is not entirely encompassed by a fence nor are there any plans for such enclosure. The gate is not designed to restrict or impede pedestrian traffic into, within, or out of the Property. Neither the Declarant nor the Association warranty or guaranty that the gate is sufficient and adequate to decent to, diminish or eliminate the commission against persons or property and that such acts will not be attempted or actually occur within the Property. The Declarant and the Association does not carry and will not carry insurance pertaining to, nor does it assume any liability or responsibility for real or personal property of the persons or the owners.

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**Section 3. Maintenance.** Maintenance of the gate and entry way shall be an expense to be paid from the Maintenance Fund.

## **ARTICLE VIII**

### **Water**

**Section 1. Service and Terms.** Water service will be provided to the owners of the lots by Acton Municipal Utility District. Each property owner shall be subject to the bylaws, applicable state and federal laws, and other rules and regulations adopted from time to time by the board of directors.

**Section 2. Aerobic System.** No aerobic system shall be installed on any Lot until the construction plans and specifications and plot plan showing the location of the system has been approved in writing by the Architectural Control Committee and Hood County. No septic tanks or cesspools will be permitted in any section of the subdivision.

**Section 3. Grinder Pumps.** A low pressure grinder pump must be used by property owner in all locations where provided by Declarant.

## **ARTICLE IX**

### **General Provisions**

**Section 1. Term.** These Covenants and Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty(40) years from the date these Covenants are recorded after which time said Covenants shall be automatically extended for successive period of ten (10) years each, unless at the end of the 40 years, or anytime thereafter an instrument signed by majority of the then Owners of the Lots has been recorded agreeing to change or terminate said Covenants herein. It shall be lawful for the Association, the Architectural Control Committee or any Lot owner to prosecute the proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Declarant reserves the right to enforce these restrictions.

**Section 2. Severability.** Invalidation of any one of these Covenants by judgment or further court order shall in no way affect any of the other provisions.

**Section 3. Merger and Subdivision of Lots.**

(a) Upon application in writing by an Owner or Owners of adjoining Lots or Lots adjacent to a middle Lot, the Committee may authorize the merger or subdivision of adjoining such Lots; provided, however, such merger subdivision shall be in accordance with these declarations,

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VOL. including provisions which may further regulate the merger or subdivision. No merger or subdivision of Lots shall be allowed unless approved by the Committee.

(b) A Lot between two Lots may be subdivided and added in the adjacent Lots provided that the boundary line must be generally run from the street to the rear of the subdivided Lot. The Committee's decision shall be final.

(c) Such plats and plans as may be necessary to show the merger or subdivision of Lots shall be thereafter prepared at the expense of the requesting Owner or Owners, who shall additionally be responsible for all costs, including legal fees, associated with the merger or subdivision of such Lots. In addition, the side lot utility easement, if any, must be abandoned or released in accordance with applicable law. The Committee may impose conditions for use of the merged or subdivided Lots as a condition precedent to granting approval of such a merger or subdivision. From and after the time a merger or subdivision of Lots is approved, such Lots shall, for all purposes, be considered Lots in accordance with their new boundaries. The committee may waive or modify in writing the requirements of Building Location prescribed by Article III Section 6 of these restrictions or the Subdivision Plat.

**Section 4. Corrected Plats.** Until the time a Lot or residential unit within the Properties is transferred by the Declarant to another (other than Builder/Owner, an affiliate of the Declarant, or a holder of a first mortgage on the entire Properties), no Owner of any Lot or residential unit shall have any rights whatsoever to the continuation of any covenants, conditions or restrictions on such properties as contained herein or as may be imposed, expressly or implied, by recordation of any plat or as might otherwise be implied or expressed. In furtherance thereof, until the time a Lot or residential unit within the Properties is transferred by the Declarant as aforementioned, the Declarant may revoke or cancel any Plat or other instrument which might be deemed, either expressly or implied, to impose any covenants, conditions or restrictions or may take whatsoever steps it deems necessary or desirable to avoid the implication of such existing.

**Section 4. Additions to Properties Affected by these Restrictions.** Additional land(s) may become subject to this Declaration, as follows:

(a) The Declarant may (without the joinder and consent of any person or entity) add additional real property to the scheme of this Declaration by filing of record an appropriate enabling declaration, generally similar to this Declaration, which may extend the scheme of the Covenants to such property. Provided further however, such other declaration(s) may contain such complementary additions and modifications of these Covenants as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept and purpose of this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional Property to the scheme of this Declaration, such annexation proposal must have the express approval of the Committee.

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(c) Any additions made pursuant to this Section, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added and correspondingly subject the properties added to the covenants of the enabling declaration. Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law or by lawful articles or agreement of merger, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law or by lawful articles or agreement of merger, 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 established by this Declaration, together with the covenants and restrictions established upon any other properties, as one scheme.

Executed this 8<sup>th</sup> day of August, 2005.

RANCHES AT DE CORDOVA LIMITED PARTNERSHIP

BY: PWH ENTERPRISES, LLC, General Partner

By: Philip W. Hope  
Philip W. Hope, Managing Member

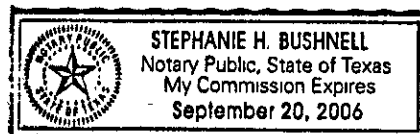
BY: TTDT, LLC, General Partner

By: Howard T. Tellepsen, Jr.  
Howard T. Tellepsen, Jr., Manager

STATE OF TEXAS  
COUNTY OF ~~HOOD~~ HARRIS

This instrument was acknowledged before me on August 8, 2005, by Philip W. Hope, Managing Member of PWH ENTERPRISES, LLC, an Arizona Limited Liability Company, General Partner of RANCHES AT DE CORDOVA LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said limited partnership.

Stephanie H. Bushnell  
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS  
COUNTY OF ~~HOOD~~ *Harris*

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This instrument was acknowledged before me on August 8, 2005, by Howard T. Tellepsen, Jr., Manager of TTDT, LLC, a Texas Limited Liability Company, General Partner of RANCHES AT DE CORDOVA LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said limited partnership.

*Stephanie H. Bushnell*  
NOTARY PUBLIC, STATE OF TEXAS



Return TO:  
CTT Main

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AT 340P M.

SEP 21 2005

*Sally Oubre*  
County Clerk, Hood County, TX

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under Federal law  
STATE OF TEXAS COUNTY OF HOOD  
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY TEXAS, in the Volume and Page as shown hereon



*Sally Oubre*  
SALLY OUBRE, County Clerk  
Hood County, Texas