

January 2020

For purposes of clarification, the following amendments are made to the First Revised Declaration of Covenants, Restrictions, and Easements for Driftwood Ranch on the Brazos as amended and filed on Jan 2, 2006 in Parker County, Texas.

Revisions to the Driftwood Ranch on the Brazos First Revised and Amended Declaration of Covenants, Restrictions, and Easements

The revised or added content to the Covenant Sections/Paragraphs given herein are in *red italics*.

ARTICLE I - DEFINITIONS

1.01 General Terms

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

Association - "Association" means the DRIFTWOOD RANCH HOMEOWNERS' ASSOCIATION, Inc., a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, its successors and assigns. *The DRIFTWOOD RANCH AIRPARK ASSOCIATION is a non-profit sub-organization within the Driftwood Ranch HOA.*

Commencement Date - "Commencement Date" means the date on which a Tract (as hereinafter defined) is transferred to any person *or entity* other than Declarant.

Development-Wide Standard - "Development-Wide Standard" shall mean the standard of conduct, *design, construction*, maintenance, or other activity generally prevailing in the Development. Such standard may be more specifically determined by the Board *or RRC* pursuant to the Declaration and Bylaws. Any determination shall be consistent with the Development-Wide Standard originally established by Declarant.

Nuisance - *Some thing or object that invades or interferes with another's rights or interests in use or enjoyment of the property by being dangerous, obstructive, or unhealthful.*

Structure - "Structure" means:

(a) Any thing, object, *or materials that have the appearance of or resemble a structure, whether intended or not to be a structure by the owner*, the placement of which upon any Tract may affect the appearance of such Tract, including by way of illustration and not limitations, any temporary or permanent building, hangar, garage, barn, porch, shed, greenhouse, bathhouse, patio, deck, boat dock, swimming pool, tennis or other sport courts, ponds, lakes, fence, curbing, paving, wall, landscaping, sign, wood piles, or temporary or permanent living quarters, or any part thereof.

(c) Any change in the grade at any point on a Tract of more than *twelve (12)* inches, whether or not subsection (a) or (b) of this Section applies to such change.

1.02 Construction Related Terms

Block - *"Block" means a large (concrete) building unit, usually measuring 8" high by 16" wide, made from a mixture of cement, aggregate, and water placed in steel molds and cured for use in construction by masons. Mineral colors are added to produce a concrete block that resembles clay.*

Brick - *"Brick" means molded rectangular block of clay baked in the sun or in a kiln until hard to form a convenient size building unit for application in construction by masons.*

Glass - *"Glass" means the transparent or translucent, hard and brittle silicate material used in windows and doors to allow visibility while protecting against exposure to the elements.*

Masonry - *"Masonry" means the work of a mason. Brick, Rock, Stone, or Block laid or stacked on the exterior wall surfaces of a structure and bonded together with mortar. Stucco shall be considered masonry according to the definition of "stucco" herein.*

Percentage Masonry and/or Glass - *"Percentage Masonry and/or Glass" means the total square footage of masonry and/or glass contained in the exterior walls of a structure expressed as a percentage of the total*

exterior wall area (including all exterior door and window openings) of the structure. Only walls having an opposing interior wall shall be considered in this percentage calculation. Columns and extension walls are excluded.

Rock – “Rock” means a concretion of earthy or mineral matter.

Siding – “Siding” means a material used to surface the exterior walls of a frame structure to protect against exposure to the elements and to visually unify the façade.

Stone – “Stone” means rock cut into blocks and slabs or broke into random size pieces for application in building construction by masons.

Stucco – “Stucco” means a durable finish, usually a plaster mixture composed of cement, sand, and lime applied while wet to the exterior wall surfaces of a structure by masons.

ARTICLE II - COMMON PROPERTY

2.06 Common Expenses

The Association shall maintain and keep in good repair the Common Property. *The Airpark Association shall maintain the airpark (XA-86).* In addition, to the extent permitted by governmental authority, subject to any insurance in affect:

(f) The expense to repair damage to Common Property by a home owner shall be the home owner’s responsibility, i.e. the Driftwood boat dock, rail fences, development entry gates, and so on.

(g) *The Driftwood Ranch Airpark Association shall maintain the runway, taxiways, right-of-ways, windsock and runway lighting.*

ARTICLE III - HOMEOWNERS’ ASSOCIATION

3.02 Association Membership

Every Driftwood Ranch property owner shall automatically be a Member of the Home Owners’ Association. Every Driftwood Ranch Property Owner with airpark access and/or aircraft owner operating from XA-86 shall automatically be a Member of the Airpark Association. Such membership shall terminate only as provided in this Declaration. For voting purposes, there shall be two (2) classes of Members as set forth in Section 3.03.

3.04 Board of Directors

Home Owners’ Association affairs shall be managed by a Board of Directors. *The Airpark Association shall be managed by a separate Board of Directors.* The number of Directors and the election of Directors shall be set forth in the Bylaws.

ARTICLE IV - ASSESSMENTS

4.01 Covenants for Assessments and Creation of Lien and Personal Obligation

(a) To pay to the Association all assessments (annual or special), which may or shall be levied by the Association pursuant to this Declaration against all Tracts owned by him in a timely manner; *Home Owners’ Association assessments are due at the beginning of the fiscal year. Airpark Association assessments are due at the beginning of the calendar year.*

4.03 Accumulation of Funds Permitted

The Association shall not be obligated to spend all monies collected in a year, and may carry forward, as surplus, any balances remaining. The Association shall not be obligated, *but may at the Board’s discretion,* apply such surplus to the reduction of the amount of the Annual Assessments in any later year, but may carry forward a surplus as the Board deems desirable for the greater financial security of the Association. Upon the expiration of the period of Declarant’s Right of Appointment, the Association may distribute to the Members any or all of such surplus monies if such distribution is approved by ninety-five percent (95%) of the Members. Any such distribution shall be equal per Tract.

4.04 Annual Assessment

(a) Beginning on Commencement Date and continuing thereafter, each tract is subject to an annual assessment by the HOA Board. *The assessment period is based on the Fiscal Year (currently July 1 through June 30 of the following year) in an amount agreed to by the Board.* If a Commencement Date falls on a day other than the first day of the Fiscal Year, the Annual Assessment for such year shall be prorated.

Owners of Tracts having Airstrip access *and/or aircraft owners operating from XA-86* shall be subject to an additional Annual Assessment for maintenance and improvements to Airpark infrastructure and amenities, regardless of whether or not said owner uses the Airstrip, unless specifically exempted (in writing) by the Air Park Board. *If a Commencement Date falls on a day other than the first day of the Calendar Year, the Annual Assessment for such year shall be prorated.*

(b) The annual assessment may be increased *at the beginning of each Assessment Year* by the Board; provided, however, such increase shall not be more than fifteen percent (15%) above of the current Annual Assessment without a vote of the Association.

4.08 Contribution by Declarant

For so long as Declarant has the Right of Appointment, Declarant shall not be liable for the payment of any assessments. *(The balance of this paragraph has been deleted.)*

ARTICLE V - RESTRICTIONS

5.01 Restrictions Review Committee – Creation and Composition

(b) *Each RRC member shall be appointed for a two year term.*

5.02 RRC Purpose, Powers, and Duties

The RRC's purpose is to assure that any proposed installation, construction, or alteration of any Structure on any Tract is in conformity and harmony of external design and general quality with the *Development-Wide Standards*. The RRC shall have all powers and duties to do each and everything necessary, suitable, convenient, or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including without being limited to, the power and duty to promulgate *Development-Wide Standards* and to approve or disapprove plans and specifications for any installation, construction, or alteration of any Structure on any Tract, *if they are not in compliance with the Development-Wide Standards.*

5.04 Submission of Plans and Specifications

Last line of opening paragraph: Such plans and specifications shall be in such form and shall contain such information as may be reasonably required *by the RRC*, including without being limited to:

(a) A site plan showing the location of all proposed and existing Structures on the Tract including building setbacks *and easements*, open space, driveways, walkways, parking areas, water wells, *underground propane tanks*, and septic tanks, or other approved sewer systems, fences, and all landscaping, including siltation and erosion control measures and grading; and

(c) Two copies of the proposed plans and specifications shall be submitted to the RRC at least 60 days prior to the desired construction commencement date of structure.

(d) Required permits, i.e. FEMA, BRA Dock permit, must be delivered to the RRC at least 7 days prior to desired construction commencement date of structure.

5.05 Plan Approval

(Addition to the first paragraph)

Upon RRC review and approval, one copy of such plans and specifications bearing written approval shall be returned to the applicant. The second copy shall become the RRC's file copy and will not be returned to the applicant. *Upon plan approval and prior to commencement of construction the owner is required to pay a non-refundable construction impact fee. See 5.09 Fees.*

5.05 Plan Approval (Change to the second paragraph)

If the RRC does not respond to the *submission* of any plans and specifications submitted to it within sixty (60) days of receipt of such plans and specifications, such plans and specifications shall be deemed approved.

5.06 Plan Disapproval

The RRC shall have the right to disapprove any plans and specifications because of the failure of such plans or specifications to comply with the *Development-Wide Standards*; or any other matter which, in the judgment of the RRC, would be likely to cause the proposed installation, construction, or alteration of a Structure or Tract (1) to fail to be in conformity and harmony of external design and general quality with *Development-Wide Standards*, (the balance of this paragraph is unchanged).

5.08 Violations

If any Structure is erected, placed, maintained, or altered upon any Tract, other than in accordance with the plans and specifications approved by the RRC pursuant to this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article. If a violation occurs, the RRC shall notify the Association, and the Board shall take appropriate measures to correct the violation. The Board shall provide *electronic or written* notice to the Owner, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner does not take reasonable steps toward the required remedial action within 30 days after the *effective date of the violation notice*, then, in addition to any other remedy provided by law, the Association shall have the Right of Abatement as provided in Section 8.02.

5.08 Violations – additional paragraph

Fines are at the discretion of the RRC and are a minimum of \$100. Fines will be assessed for nuisances, such as but not limited to, parking in unauthorized areas not contained within the construction site, failure to contain trash, erosion or other run off from one's property; working on Sunday; working on federally recognized holidays without written permission from the RRC; failing to respond to noise complaints by neighbors; and, other nuisances creating a dangerous condition or impacting the quiet enjoyment by others in the neighborhood.

5.09 Fees

(a) Plan Review Fee

The RRC engages a qualified outside professional to review all residential plans for architectural and covenants' compliance. The fee for said plan review service is \$300.00. Should changes to the plans be required, it will be at the Tract owner's expense.

(b) Construction Impact Fee

Upon Primary Residence plan approval and prior to approval to commence construction, the owner is required to pay a \$2,000 non-refundable Construction Impact Fee. Should additional structures be constructed at the same time as the Primary Residence, an additional fee will not be charged. Should other structure(s), above or in-ground, be constructed at a later date, an additional assessment fee will be assessed. The amount of the CI Fee will depend on the scope of the project but will not exceed the standard \$2,000 Construction Impact Fee.

ARTICLE VI – GENERAL COVENANTS AND RESTRICTIONS

6.05 Improvements

(a) **Primary Single Family Residence-Blocks One (1), Two (2), Three (3), Six (6), Seven (7), and Eight (8).** The primary single family residence placed upon a Tract in Blocks One, Two, Three, Six, Seven, and Eight shall be of new, site-built construction. The total surface area of all exterior walls shall contain a minimum of eighty five percent (85%) glass and/or masonry (e.g. brick, stone, rock, stucco). Chimneys must be of masonry. Only chimneys located on exterior walls shall count toward the 85% requirement. For purposes of this restriction, all cement fiber products, regardless of form, are not considered masonry. Siding and trim, regardless of material, shall not exceed fifteen percent (15%) of the total surface area of all exterior walls. The Primary Residence shall contain a minimum of **2,850** square feet of air conditioned living space, exclusive of porches, garages, and attached or detached structures.

6.05 Improvements (continued) - (a) Primary Single Family Residence-Blocks One (1), Two (2) Three (3), Six (6), Seven (7), and Eight (8)

(a) NOTICE: Tracts 8 thru 13, Block One (1), all Tracts, Block 2, Tracts 15 thru 18, Block Three (3), all Tracts in Blocks Six (6) and Seven (7) and Tracts 1 thru 5, **Block Eight (8)** are partially or totally located in a “FEMA” (Federal Emergency Management Agency) controlled 100 Year Flood Plain or Floodway. In addition to obtaining approval of the RRC, a Parker County / FEMA permit is required prior to commencing construction.

(a) 1) Primary Single Family Residence-Blocks Three R (3R) and Nine (9). *The primary single family residence placed upon a Tract in Blocks Three R (3R) and Nine shall be of new, site-built construction. The total surface area of all exterior walls shall contain a minimum of eighty five percent (85%) glass and/or masonry (e.g. brick, stone, rock, stucco). Chimneys must be of masonry. Only chimneys located on exterior walls shall count toward the 85% requirement. For purposes of this restriction, all cement fiber products, regardless of form, are not considered masonry. Siding and trim, regardless of material, shall not exceed fifteen percent (15%) of the total surface area of all exterior walls. The Primary Residence shall contain a minimum of **3250** square feet of air conditioned living space, exclusive of porches, garages, and attached or detached structures.*

(a) 1) NOTICE: *Tracts 1 thru 4, Block Nine (9) are partially or totally located in a “FEMA” (Federal Emergency Management Agency) controlled 100 Year Flood Plain or /Floodway. In addition to obtaining approval of the RRC, a Parker County / FEMA permit is required prior to commencing construction.*

(b) Primary Single Family Residence-Block Two (2) Lake Frontage Tracts) *This section has been consolidated into 6.05 (a).*

(b) NOTICE: *This section has been consolidated into 6.05 (a).*

(d) Roofs (Last two sentences revised)

Roof pitch will be appropriate for the home’s design as determined and approved by the RRC.

(e) Garages Every Residence shall have a Garage. All Garages on Tracts in Blocks One (1) and Three (3) shall have a capacity of not less than two (2) and not more than five (5) full size automobiles. *All Garages on Tracts in Block Eight (8) shall have a capacity of not less than two (2) and not more than four (4) full size automobiles. All Garages on Tracts in Blocks Three R (3R) and Nine (9) shall have a capacity of not less than three (3) and not more than four (4) full size automobiles.*

(f) Barns Barns are required to be constructed in a design compatible with, and with similar materials and quality as those used to build the primary Residence. Metal barns shall be of a color and design compatible with the primary Residence and must incorporate materials for design accent elements like those used in the primary Residence. *Wainscoting of stone or brick (as used on the primary Residence) shall be installed on all exterior wall surfaces (except doors). The minimum wainscoting height shall be equal to 40% of the sidewall eave height of the barn.*

(g) Airplane Hangars

No Hangar shall incorporate living quarters. Residential use of hangars is not permitted per section 6.05. Rental of hangars is prohibited per section 6.02. RRC approval, permitting, and Construction Impact Fee payment is required per sections 5.04 and 5.05 prior to commencing construction. *Proposed placement of*

6.05 (g) Improvements - Airplane Hangars (continued)

hangars shall be approved in writing by the RRC so as to retain maximum views and appreciation for the beauty of the neighborhood while respecting existing trees and/or other obstacles. **See 6.12 Setbacks** for the definitive requirement on setbacks, building area, and easements.

1) **Airplane Hangars (Detached).** Airplane Hangars which are detached from the primary Residence are required to be constructed in a design compatible with, and with materials of like kind and quality as those used to build the primary Residence. Metal hangars shall be of a color and design compatible with the primary Residence and must incorporate materials for design accent elements like those used in the primary Residence. On metal hangars, wainscoting or other appropriate coordinating trim of stone or brick (as used on the primary Residence) will be required on all exterior wall surfaces (except doors) *and wrapped a minimum of two feet around each corner of the hangar door exterior wall. The minimum wainscot height shall be equal to 40% of the sidewall eave height. Maximum eave height shall be sixteen (16) feet. The masonry veneer shall be of the same stone or brick approved for use on the primary residence and shall fully cover the rear of the hangar and both side walls wrapping a minimum of two (2) feet onto each side of the runway (hangar door) side of the structure up to the minimum specified height.* Maximum (detached) hangar size shall be in reasonable proportion to the size of the primary Residence as determined by the RRC, but may not exceed three thousand (3000) square feet. *All hangars shall have a concrete foundation and floor. Hangar width fronting the runway shall not exceed fifty (50) feet.*

ALTERNATIVE Exterior Hangar Wall Design: Hangar exterior walls to be of same material(s) as primary residence, fully covering the hangar's walls with brick or masonry veneer as used on the primary residence is PREFERRED, although not required.

***Block Nine (9)** Airstrip Tracts being located apart from Blocks Six (6) and Seven (7) and are a minimum of two (2) acres. The maximum (detached) hangar size shall be in reasonable proportion to the size of the primary Residence as determined by the RRC, but may not exceed three thousand six hundred (3600) square feet. The hangar width fronting the runway elevation shall not exceed sixty (60) linear feet.*

Typical sheet metal roofing materials, except corrugated panels, shall be acceptable for use on detached airplane hangars. The maximum roof pitch shall be 2/12. Detached Airplane Hangars shall be constructed simultaneously with or after completion of the primary Residence. Hangars shall be located toward the rear of the Tract, substantially behind the primary Residence, but not closer than fifteen (15) feet to the side lot boundary and not closer than forty (40) feet to the rear property boundary. No hangar door (for airplanes) shall face the primary street or road. Not more than one (1) airplane hangar, attached or detached, shall be permitted on tracts in Blocks 3, 6, 7, **8, and 9** regardless of the number of tracts occupied by the primary residence.

2) **Airplane Hangars (Attached to and part of the primary Residence).** (last sentence) Not more than one (1) airplane hangar, attached or detached, shall be permitted on tracts in Blocks 3, 6, 7, **8, and 9**, regardless of the number of tracts occupied by the primary residence.

(h) **Fences**

1) The following describes the **ONLY** permitted fencing styles and materials (the remainder of this paragraph is unchanged).

Running Rail *Driftwood Ranch* Style Fences (more detailed description of the fence type)

2) Exceptions & Special Conditions:

Stockade or similar wood privacy fences constructed of new cedar or redwood shall be permitted only on Tracts in Blocks One (1), Three (3), **Three R (3R)**, Six (6), Seven (7), **Eight (8), and Nine (9)** when used for residential privacy in an area behind the rear plane of the primary residence.

6.05 Improvements

(j) Propane Tanks

All propane tank(s) must be installed underground including replacement tanks for existing above ground propane tanks. All existing above ground propane tanks must be appropriately screened from view. Tanks installed on Block 2 Lake Frontage Tracts must also comply with FEMA regulations covering underground storage units (tanks).

(l) Driveways and Culverts

Every tract (or combined tracts as noted in paragraph 6.04) shall have a paved drive extending from the common road to the garage. All drives shall be constructed of 3500 PSI (minimum) concrete, reinforced with rebar, and troweled smooth so as to present an acceptable appearance from the common road. No drive shall be less than twelve (12) feet in width. Textured, pattern stamped, exposed aggregate, or other concrete finishing techniques must be approved in writing by the RRC prior to installation. Typical samples may be required prior to approval by the RRC. Gravel or crushed rock driveway surfaces are specifically prohibited.

All drainage structures located under driveways or on tracts may be of reinforced concrete pipe (RCP) with pre-cast safety ends (as used on the roads in the Development) or with "safety ends" wrapped with stone and mortar or cement, having a slope of not more than 3:1. The use of Corrugated Metal Pipe (CMP) or similar metal drain piping will be permitted so long as the required "safety ends" are wrapped with stone and mortar or cement and have a slope of not more than 3:1. Driveway culverts installed in the Development's right of ways must not adversely affect drainage.

(m) Boat Docks and Boat Houses (second paragraph last sentence has been removed.)

The 10' side lot building set-back shall apply to boat dock placement on the Tract. Boat docks and Boat Houses on Lake Granbury are authorized and regulated by the Brazos River Authority (BRA) and *require permits.*

(n) Lake Front Retaining Walls

All owners of tracts on Block 2 must construct a lakefront retaining wall. Plans showing the design, specifications, and materials to be used must be submitted to the RRC for approval and permitting prior to beginning construction as required in Section 5.04. *Metal sheet pilings may be used in the construction of a lake front retaining wall. A masonry cap (sidewalk) of a minimum depth of 18 inches will be required if a metal sheet piling wall is erected. All lake front retaining walls must be constructed within 6 months after the completion of the primary residence.*

6.07 Out-Buildings

All Out-Buildings shall be constructed in a design compatible with, and with similar materials, *colors*, and quality as those used to build the primary Residence. *Out-buildings must incorporate wainscoting of stone or brick at a height forty (40) percent of the sidewall eave height of the Out-Building.* No Out-Building will be permitted to be placed on easements, or be within the setback area as provided in Section 6.12. No motor home, mobile home, bus, trailer, railroad car, shipping container, storage container, or other movable vehicles or structures of any kind shall be placed on a Tract as a residence, service house, or Out-Building. *Plans must be submitted and approved by the RRC prior to commencement of any dirt work.*

6.10 Lighting

No lighting or illumination shall be placed upon any Tract or Structure in such a manner as to cause unreasonable or objectionable glare or illumination on any other Tract, Structure, Common Road, *or the Runway.*

6.12 Setbacks

Setbacks are defined on the recorded plat for each tract. Should the setbacks on the plat differ from the setbacks stated in these Covenants, the recorded plat of the tract is the definitive requirement. The Tract plats are on file at the Parker County Clerk, Parker County, Texas. No structure may be located outside of the "building area" as shown on the filed plat.

6.12 Setbacks (continued)

Paragraphs Block One through Block Six (6) and Seven (7) have been deleted. See the opening paragraph to Setbacks.

No trees, shrubbery, or above ground structures may be placed on any Airstrip Tract closer than one hundred and twenty-five (125) feet to the centerline of the runway. This area is designated as a Wing Easement Area. No Structure shall be erected or placed on any Tract unless its location is consistent with such setbacks, in harmony with the Development and surrounding structures, and approved and permitted by the RRC as required in Section 5.05.

6.13 Landscape and Tree Removal

Landscaping is required. A comprehensive plan must be submitted to the RRC for approval. Landscape approvals will be completed separately from the Primary Residence but at least 60 days prior to the desired installation date. The following are the minimum requirements for Landscape. The purpose of said guidelines is to promote and enhance the visual and aesthetic appearance of Driftwood Ranch on the Brazos landscaping. Front yard and some cases, side yard, landscaping is required.

(a) Tree Removal

No healthy, living tree having a trunk diameter of six (6) inches or greater shall be removed without the prior written consent of the RRC. Tree removal necessitated by the placement of a structure upon a tract shall be considered approved when the RRC allows construction to commence per Section 5.05. *All trees proposed to be removed shall have a red surveyor's ribbon tied about the circumference and must be approved prior to removal. No tree removal shall commence until the RRC has approved construction to commence.*

(b) Sodding and Seeding

All front yards and side yards shall be established through sodding and seeding. Future repairs and improvements can be made by seeding, providing no bare soil remains for a prolonged period of time. Rear yards are also preferred to be sodded; however, seeding is acceptable as a minimum requirement. All front, rear and side yards shall be properly graded with a minimum of one (1) inch of topsoil.

(c) Front Yard Landscaping

All front yards shall have the following minimum landscaping requirements:

Two (2) trees (if there are no existing trees), minimum two and one half inch (2 1/2") caliper measured one (1) foot above grade finished grade, eight (8) foundation shrubs.

(d) Side Yard Landscaping

Homes on a corner lot are required to have a minimum of three (3) foundation shrubs along the side yard.

(e) Irrigation

Where irrigation is installed, the use of innovative, water efficient irrigation systems is strongly encouraged and recommended. All irrigation systems are to be underground, fully automated systems in compliance with all applicable building code requirements. All backflow control devices are to be located or screened so they are not visible from the streets.

For newly constructed properties, all minimum landscaping must be completed by the owner within sixty (60) days of occupancy,

6.16 Commercial Vehicles, Recreational Vehicles, Boats, Trailers, and Equipment

The last sentence of the first paragraph has been changed to the following. *Recreational vehicles, trailers, boats, or equipment must fit totally inside its designated enclosed storage structure.*

6.18 Animals

One head of livestock per two acres shall be permitted on Tracts located in Blocks One (1), Three (3), *Three R (3R), Eight (8), Block 9 Lots 1-3. Block 9, Lot 4 with over four (4) acres, two equine and 2 folds up to six months old, shall be permitted.* Livestock permitted are equine, bovine, llama, alpaca, and goats. No

6.18 Animals (continued)

livestock shall be permitted on Tracts located in Block Two (2) (Lake Front Tracts), on Tracts located in Blocks Six (6) and Seven (7) (Airstrip Tracts), and *on Block H* (Individual Hangar Tracts). No swine or fowl shall be allowed on any Tract; however, FFA or other similar youth project animals, except swine, shall be permitted on Tracts located in Blocks One (1), Three (3), and *Eight (8) only*.

6.25 Construction

"Except in an emergency, or when other unusual circumstances exist as determined by the Board, outside construction work or noisy interior construction work shall be permitted ~~only after~~ 7:00 A.M. to 6:00 P.M., *Monday - Friday, 8:00 A.M. to 5:00 P.M. Saturday. No construction is permissible on Sundays. No construction is permissible on the following federally recognized holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.* Portable (chemical) toilet facilities shall be utilized on all construction sites. Appropriate "roll-off" or "dumpster" type containers shall be *employed commencing immediately after the initial site work is completed and prior to any ground breaking related to construction of the structure(s). The dumpster will remain on site at all times during construction for the deposit, collection, containment, and removal of construction waste or refuse. Dumpsters shall employ a covering to prevent construction materials and deposited trash from blowing onto adjacent tracts.*"

8.01 Right of Abatement

(a) Except where provided herein, in the event of a violation or breach of any Restriction contained in this Declaration, the Association shall give written notice by certified mail *and/or email* to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action to be taken. If the Owner fails to take reasonable steps to remedy such violation within 30 days after the issuance of a *written notice*, the Association shall have a Right of Abatement. *In the event of recurring violations on the same or similar breach, the Association will not be required to provide a continuing notice nor shall be subject to a waiting period to affect a remedy.*

11.05 Notices (address changes)

All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures, or consent of any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the RRC, the Owner, or any other person, shall be in writing. *All such writings shall be sufficient only if they are actually sent and delivered to the following addresses:*

(a) To the Declarant: Driftwood Ranch, LP
*4100 Monticello Drive
Fort Worth, Texas 76107*

With a copy to the General Partner: Sybarite Management, LLC
*4100 Monticello Drive
Fort Worth, Texas 76107*
Attn: Richard Lipscomb, Member