

NOTE: THESE RESTRICTIONS MAY BE AFFECTED BY STATE LAW, INCLUDING BUT NOT LIMITED TO TEX. PROP. CODE CH. 201 ET. SEQ. AS IN EFFECT FROM TIME TO TIME. REVIEW CURRENT LAW BEFORE APPLYING THESE RESTRICTIONS.

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR**

**THE ESTATES OF CREEKWOOD -
GATED COMMUNITY**

**CITY OF MANSFIELD
TARRANT COUNTY, TEXAS**

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR**

**THE ESTATES OF CREEKWOOD -
GATED COMMUNITY**

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS FOR**

**THE ESTATES OF CREEKWOOD -
GATED COMMUNITY**

THE DECLARATION is intended to provide a long term structure for the organization and operation of the common area shared by the owners of lots in the subdivision and for governance of the subdivision as a shared interest community. Shared interest communities and restrictive covenants such as the Declaration have been and are anticipated to be in the future, subject to regulation, such as, but not limited to Tex. Prop. Code Ch. 201 et. seq., Tex. Prop. Code Ch. 209 ("The Texas Residential Property Owners Protection Act"), and Tex. Prop. Code Ch. 207 ("Disclosure of Information by Property Owners' Associations"). Chapters 207 and 209 materially affect the rights of owners of lots and the powers of the Association. Each has been revised repeatedly and is anticipated to be the subject of future revisions and possible revocation. Other chapters of the Texas Property Code materially affect modification of restrictive covenants, and may affect the Declaration, the owners and the Association. It is not anticipated that the Declaration will be modified to be consistent with HOA/POA Laws as they change, but it will be subject to their limitations, as they apply from time to time. Anyone applying the provisions of this Declaration should retain knowledgeable counsel to advise them regarding the then current state of applicable law and to what extent, if any, the provisions of this Declaration may be limited.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE ESTATES OF CREEKWOOD - GATED COMMUNITY (The "Declaration") is made and entered by the Estates of Creekwood Homeowners Association, Inc. (the "Association").

WHEREAS, that certain real property situated in the City of Mansfield, Tarrant County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property") is subject to all such covenants, conditions, restrictions, easements, liens, and charges;

WHEREAS, due to the existence within the Property of private streets, the City of Mansfield, Texas, has required the establishment of the Association, the mandatory membership of Owners in the Association, and the Covenants set forth in ARTICLE II hereof regarding such private streets. The City of Mansfield has approved this Declaration as set forth in Section 10.14 hereof.

NOW, THEREFORE, the Association adopts, establishes, and imposes the following covenants, conditions, restrictions, easements, liens, and charges upon the Property and declares that the Property

and all portions thereof are and shall be held, transferred, assigned, sold, conveyed, and occupied subject to all such covenants, conditions, restrictions, easements, liens, and charges.

ARTICLE I DEFINITIONS

Unless otherwise defined in this Declaration, the following words when used in this Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

- (a) "Architectural Control Committee" shall have the meaning set forth in Section 8.01 hereof.
- (b) "Assessment" or "Assessments" shall have the meaning set forth in Section 4.01 hereof.
- (c) "Assessment Lien" shall have the meaning set forth in Section 4.08 hereof.
- (d) "Association" shall mean the non-profit corporation to be created under the laws of the State of Texas under the name, "The Estates of Creekwood Homeowners Association, Inc." or such other name as is selected by the Association.
- (e) "Association Documents" shall mean the Articles of Incorporation (herein so called), the Bylaws (herein so called) of the Association, as amended and modified from time to time, this Declaration, and the resolutions, certifications, and each governing instrument covering the establishment, maintenance, and operation of the Subdivision adopted or amended by the Association from time to time.
- (f) "Board" shall mean the board of directors of the Association as elected from time to time pursuant to the Association Documents.
- (g) "City" shall mean the City of Mansfield, Texas.
- (h) "Common Expenses" shall have the meaning set forth in Section 4.02 hereof
- (i) "Common Properties" shall mean the following:
 - (1) The Streets (as hereinafter defined) and any and all guardhouses or gatehouses and controlled access and entry monitoring devices, street lighting, storm drainage systems and signs (and all elements thereof);
 - (2) Any and all greenbelt areas, bicycle and/or jogging paths, landscape easements, floodways, creeks, drainage ways, open spaces, pedestrian access easement or other similar areas as shown on the Plat (as hereinafter defined) of the Subdivision, whether within or surrounding or along the boundaries of the Property including portions thereof lying within or beneath a portion of the Lake, along its North boundary between the jogging path and the water's edge, a distance of 5' into the water.
 - (3) Any other property or improvements for which the Association has or may hereafter become obligated to maintain, to improve, or to preserve;

(4) The Entry Areas (as hereinafter defined) and any land near or adjacent to the Subdivision entrances at Arborcreek Trail, Woodbridge Trail, and Waterwood Drive and on which the Association is granted or reserved any easement for any purposes whatsoever, including, but not limited to, installing and maintaining guardhouse or gate structures and other System components and entry signage for the Subdivision;

(5) Any and all landscaping walls, fences, planters, pillars, entry ways, walkways, berms, ledges, sprinkler systems, tree wells, retaining walls (if any), gazebos, docks, signs, wood structures, markers, lights, lighting systems, poles, flags, water features, fountains, and any other improvements installed by the Association on the Streets or on any other Common Properties or on, over, or within the Lake, and all equipment, accessories, utilities, and machinery used in the operation or maintenance of any of the Common Properties; and

(6) Any other fixtures, structures or improvements installed by the Association on any Lots within the Subdivision and which are not expressly made the responsibility of the Lot Owner pursuant to the provisions of this Declaration.

(j) "Common Service" or "Common Services" shall mean such services provided from time to time by the Association, or obtained by the Association on behalf of, and for the common benefit of, the Owners, that have been approved by the Board.

(k) "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Easements for The Estates of Creekwood - Gated Community, and any and all amendments and modifications therein filed of record in the Real Property Records of Tarrant County, Texas.

(l) "Default Rate of Interest" shall mean the lesser of ten percent (10%) per annum or the maximum allowable contract rate of interest under applicable law.

(m) "Easement Areas" shall mean all easements as shown on the Plat.

(o) "Entry Areas" shall mean those Common Properties as shown on the Plat or as described in Subsection (i)(4) of this Article.

(p) "Lake" shall mean the lake within the Subdivision as shown on the Plat.

(q) "Lake Lots" shall mean Lots 64-R1 through 71-R1, Block 5, which are adjacent to the Lake as shown on the Plat.

(r) "Lot" or "Lots" shall mean the single family residential lots as shown on the Plat, as amended from time to time, and designated as a "Lot" thereon; provided, however that the term "Lot" or "Lots" as used in this Declaration shall not include the streets or any areas or properties owned in fee simple title by the Association or any Lots shown on the Plat as intended for public recreation or public park purposes.

(s) "Maintenance Agreement" shall mean, whether one (1) or more, any and all agreements, if any, which may be hereafter entered into between the Association and any third party contractors and/or operator(s) regarding maintenance for the Common Properties.

- (t) "Member" or "Members" shall mean each Owner of a Lot. The total of the Members shall be the Owners of the Total Lots (as hereinafter defined).
- (u) "Mortgagee" shall have the meaning set forth in Section 10.11 hereof.
- (v) "Notice of Unpaid Assessments" shall have the meaning set forth in Section 4.08 hereof.
- (w) "Owner" or "Owners" shall mean each and every Person who is a record owner of a fee or undivided fee interest in any Lot; provided, however "Owner" shall not include Persons who hold an interest in a Lot as security for the performance of an obligation.
- (x) "Plans" shall have the meaning set forth in Section 8.03(c) hereof.
- (y) "Plat" shall mean the final plats of The Estates of Creekwood - Gated Community, an addition to the City of Mansfield, Texas, to be recorded in sections in the Plat Records of Tarrant County, Texas, pertaining to the Property.
- (z) "Per-Lot Regular Assessment Amount" shall have the meaning set forth in Section 4.02 hereof.
- (aa) "Person" or "Persons" shall mean any natural person, corporation, partnership, trust, or other legal entity.
- (bb) "Property" shall mean the real property situated in the City of Mansfield, Tarrant County, Texas, more particularly described on Exhibit 'A' attached hereto.
- (cc) "POA Laws" shall mean any statutes, laws (including common law [reported decisions]) or regulations affecting shared interest communities like the Subdivision, restrictive covenants (including, but not limited to the covenants, conditions, restrictions and easements incorporated herein) such as the Declaration, and/or property owners associations like the Association, in effect from time to time.
- (dd) "Regular Assessments" shall have the meaning set forth in Section 4.02 hereof.
- (ee) "Regular Quorum" shall have the meaning set forth in Section 3.04(c) hereof.
- (ff) "Special Member Assessments" shall have the meaning set forth in Section 4.04 hereof.
- (gg) "Special Purpose Assessments" shall have the meaning set forth in Section 4.03 hereof.
- (hh) "Special Quorum" shall have the meaning set forth in Section 3.04(b) hereof.
- (ii) "Streets" shall mean the area shown on the Plat, together with all alleys within the Subdivision, and all pavement, curbs, street lights, signs, and related facilities installed thereon.
- (jj) "Street Reserve Fund" shall have the meaning set forth in Section 2.01(c) hereof.
- (kk) "Subdivision" shall mean the Property as shown on the Plat, to be commonly known as "The Estates of Creekwood - Gated Community."

- (ll) "System" shall have the meaning set forth in Section 2.02 hereof.
- (mm) "Total Lots" shall mean all of the combined Lots as shown on the Plats for The Estates of Creekwood - Gated Community, excluding those lots as shown on the Plat as intended for public recreation or public park purposes.
- (nn) "Verified mail" means any method of mailing for which evidence of mailing is provided by the United States Postal Service or common carrier.
- (oo) "Violation Fine" shall have the meaning set forth in Section 10.13 hereof.

ARTICLE II
STREETS

2.01 Private Streets. The Streets are private streets and have not been dedicated to, and are not owned by the City. The following special provisions are applicable to the Streets:

- (a) The Association will own the Streets, provided, however, the Association makes no commitment that the Streets will always be private streets (see Section 2.01(l) hereof). Changes in ordinances of the City or other City action could cause the Streets to no longer be private streets.
- (b) The Association shall, and has the sole responsibility to, maintain the Streets in a condition not less than the minimum standards required for public streets in the City and the Association shall make any repairs to the Streets reasonably deemed necessary by the City to ensure emergency access. The City, so long as the Streets are private and owned by the Association, will have no obligation or right to maintain the Streets or to provide any street cleaning services. The Association's costs of maintaining the Streets will be collected from the Owners through Assessments as provided in Article IV hereof.
- (c) The Association will establish and maintain a maintenance reserve fund for the Total Lots (the Street Reserve Fund) to pay future extraordinary maintenance costs of the Streets to be collected from the Owners through Assessments. The Street Reserve Fund shall equal Fifty Thousand and No/100) Dollars (\$50,000.00) within ten (10) years after the date of the initial filing of this Declaration (December 11, 1995), which such amount equals the estimated cost of restoring the Streets following ten (10) years of ordinary anticipated use. Following expenditure of any amounts from the Street Reserve Fund for such extraordinary maintenance requirements or restoration, the amount thereof shall be re-established within such time and in an amount consistent with the purposes thereof.
- (d) The Association will dedicate to the City, for so long as the Streets are private, an easement to enter onto and use the Streets for the provision of police and fire protection, garbage collection, and code enforcement, and for any other purpose relating to the exercise of a governmental service or governmental function and to remove any vehicle or obstacle from the Streets that impairs emergency access. It is not intended that the City police will make routine

police patrols of the Streets or enforce traffic or parking ordinances or prepare accident reports regarding occurrences on the Streets.

(e) Utilities serving the Subdivision shall be installed only in the Streets or in designated utility easements shown on the Plat (except for individual utility connections from the common utility lines to improvements constructed on a Lot).

(f) The Plat shall contain a dedication to the City and to all public utility entities providing utility service to the Subdivision the right to use the Streets to construct, install, maintain, operate, inspect, remove and reconstruct the facilities, equipment and systems that serve the Subdivision, but the City and such utility companies shall repair any damage to the pavement or other improvements on the Streets resulting from any such installation, maintenance, reconstruction, or such other work, provided however, neither the City nor any utility company shall have any obligation to repair any the entrance gate and related facilities on Arborcreek Trail or improvements installed in any Easement Areas that are prohibited by the Plat.

(g) If the Association maintains mechanism(s) to control access to the Streets, the Association shall maintain such mechanism(s) in good operating condition so as to allow twenty-four (24) hour access to the Streets by the City and the providers of utility services to the Subdivision. If the Association fails to maintain reliable access as required to provide City or utility services, the City shall have the right to enter the subdivision and remove any gate or device which is a barrier to access at the sole expense of the Association. The provisions of this paragraph shall not be amended or deleted from this Declaration without the written consent of the City.

(h) THE ASSOCIATION AND EACH OWNER AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY: A) THE REASONABLE USE OF THE PRIVATE STREETS, EMERGENCY ACCESS, UTILITY EASEMENTS, ENTRANCE GATE OR STRUCTURE BY THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES; B) THE CONDITION OF THE PRIVATE STREETS, PRIVATE STREET LIGHTS, PRIVATE ENTRANCE GATES OR STRUCTURES, PRIVATE WALLS OR FENCES, PRIVATE PEDESTRIAN ACCESS, PRIVATE STORM DRAINAGE SYSTEMS AND EMERGENCY ACCESS; C) ANY USE OF THE SUBDIVISION WITH PRIVATE STREETS BY THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES FOR ANY PURPOSE RELATED TO THE EXERCISE OF A GOVERNMENTAL FUNCTION OR SERVICE, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF CITY. THE ASSOCIATION SHALL CARRY LIABILITY INSURANCE TO MEET THE REQUIREMENTS IN THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT BE AMENDED OR

DELETED FROM THIS DECLARATION WITHOUT THE WRITTEN CONSENT OF THE CITY.

(i) THE ASSOCIATION AND EACH OWNER AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, USE, CONDITION, EXISTENCE OR LOCATION OF THE PRIVATE LAKE AND COMMON PROPERTY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OR OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF CITY. THE ASSOCIATION SHALL CARRY LIABILITY INSURANCE TO MEET THE REQUIREMENTS IN THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT BE AMENDED OR DELETED FROM THIS DECLARATION WITHOUT THE WRITTEN CONSENT OF THE CITY.

(j) The Obligations of the Association and the Owners set forth in Section 2.01(h) and Section 2.01(i) hereof shall immediately and automatically terminate, if, as, and when the Streets have been dedicated to, and have been accepted by, the City.

(k) Notwithstanding the provisions of Section 10.03 hereof, the provisions of this Section relating to access to the Streets by the City and providers of utility services to the Subdivision, or relating to the maintenance and repair obligations of the Association for the Streets, cannot be changed without the written consent of the City, until such time, if at all, the Streets become public streets as provided in Section 2.01(l) hereof.

(l) If approved by Owners of at least eighty percent (80%) of the Total Lots, Owners shall have the right, at any time upon not less than sixty (60) days prior written notice given to the Association, to request the City to accept dedication of all (but not less than all) of the Streets to the City as public streets. If the City agrees to accept the Streets as public streets:

(i) Prior to dedication of the Streets to the City, the Association shall make repairs, if any, to the Streets required to cause the Streets to be brought into compliance with City standards for public streets and shall remove any mechanisms(s) controlling access to the Streets;

(ii) If the cost of such work exceeds the Street Reserve Fund, the excess shall be collected from the Owners as Assessments; and

(iii) Upon completion of such work as approved by the City, the Association shall dedicate the Streets to the City by special warranty dedication deed subject to then existing matters of record affecting the Streets (but free and clear of any private liens).

(m) So long as the Streets are private, (i) the Association shall not be dissolved without the prior written consent of the City, (ii) the Owners must be Members of the Association, and (iii) the provisions of this Section may not be amended or deleted from this Declaration without the written consent of the City.

(n) Sidewalks shall not be allowed along the Streets, except that walkways from the Streets to the residence may be allowed as approved by the Architectural Control Committee as a part of the Plans. The Association shall maintain sidewalks as required by the City within public streets adjacent to the Common Properties in accordance with Plans approved by the City.

2.02 Limited Access System. For as long as the Streets are private, the Association will maintain a mechanical system that limits vehicular access to the Streets from public streets (the "System"). By accepting a deed to a Lot, each owner acknowledges the following:

(a) The Association is not responsible for providing security to the Owners or their family members, guests, invitees, or their property. The purpose of the System will be to provide some degree of restriction of vehicular access onto the Streets. However, there is absolutely no guarantee or assurance whatsoever that the presence of the System will in any way increase the personal security or safety of any Owner or their family members, guests, invitees or their property. Each owner's personal and property security is that Owner's own responsibility;

(b) The City will have access to the Property for law enforcement purposes. Each Owner must look to the City for the provision of law enforcement and police protection, provided, however, the City police will not make routine patrols, enforce traffic or parking ordinances or prepare accident reports in the property;

(c) The System is not intended to replace or to serve in lieu of individual alarm systems or other measures to provide security at a residence or within any Lot or Lots. Each owner is encouraged to install such Owner's own personal security devices to the same extent that would be prudent if the System did not exist;

(d) THE ASSOCIATION DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER REGARDING THE SYSTEM, INCLUDING, WITHOUT LIMITATIONS, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE PURPOSE FOR WHICH IT WAS DESIGNED. The Association does not expressly or impliedly guarantee that the System will avert or prevent occurrences or consequences which the System is designed to avert or prevent;

(e) The System shall be owned by the Association. Operation of the System shall be the responsibility of the Association. Costs of operation and maintenance of the System will be paid by the Owners through Assessments; and

(f) Each residence constructed on a Lot must be connected into the System, and each Owner is responsible for using the System in the proper manner and within the rules and regulations relating thereto as may be adopted from time to time by the Association.

ARTICLE III
PURPOSE, MEMBERSHIP, AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Purpose of the Association. The Association shall have and exercise the rights, and shall perform the functions of, the Association for the benefit of, and as agent for, the Owners as set forth in this Declaration.

3.02 Membership. Every Owner shall automatically be and must remain a Member of the Association so long as such Person is an Owner. The membership of a Person in the Association shall terminate automatically whenever such Person ceases to be an Owner, except that such termination shall not release or relieve such Person from any liability or obligation arising under this Declaration during such Person's period of ownership. Any transfer of title to a Lot shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner of such Lot.

3.03 Voting Rights. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. If any Lot is owned by more than one (1) Owner, the number of votes attributable to such Lot still shall be one (1), and such one (1) vote may be cast only if all of the Owners owning such Lot, prior to the time of the vote in question, have delivered to the Association a written agreement as to how such vote is to be cast or a written designation of one (1) of such Owners to cast the vote attributable to such Lot. Any Owner who is not an individual must designate, upon request of the Board, a representative to act for such Owner in Association matters and to cast the vote of such Owner, such designation to be made in voting to the Board.

3.04 Quorum, Notice and Voting Requirements.

(a) Except as otherwise specifically provided in this Declaration, any action requiring the vote or approval of the Members shall require the majority vote of the Members, represented in person at a meeting or by a legitimate proxy, by absentee ballot or by electronic ballot in a manner provided in the Association Documents or otherwise approved by the Board. Written notice of a meeting, election, or vote must be given to all Members not less than ten (10) days nor more than thirty (30) days in advance of any such meeting, election, or vote and shall set forth the purpose(s) of such meeting, election, or vote. Action may be taken at a meeting on any matter that is not described in the applicable meeting notice as being on the agenda for such meeting. Notwithstanding anything herein to the contrary, to the extent permitted by applicable law and in the Association Documents from time to time, any action may be taken by written consent of the Members in lieu of formal meetings. For and election or vote not taken at a meeting (ie., by electronic or absentee ballots only), Members must receive notice not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

(b) The quorum required for any action referred to in Section 4.05(a) hereof or Section 4.05(c) hereof (a Special Quorum") shall be as follows:

Members entitled to cast sixty percent (60%) of all of the votes of Members shall constitute a Special Quorum. If the required Special Quorum is not present at a meeting or otherwise represented through a vote, such meeting may be adjourned, and an additional meeting may be

called or an additional vote may be held, subject to the notice requirement set forth herein, with the required Special Quorum at such second (2nd) meeting or vote being reduced to one-half (1/2) of the required Special Quorum at the preceding meeting or vote; provided, however, that such second (2nd) meeting or vote must be held not later than thirty (30) days after the first (1st) meeting or vote. Further, if the reduced required Special Quorum is not present at such second (2nd) meeting or vote, the adjournment of such meeting shall be continued, and one (1) additional meeting or vote may be called, subject to the notice requirement set forth herein, with Members present constituting the required Special Quorum at such third (3rd) meeting or vote; provided that such third (3rd) meeting or vote must be held not later than forty-five (45) days after the first (1st) meeting or vote.

(c) The quorum required for any action other than the action referred to in Section 3.04(b) hereof (a "Regular Quorum") shall be as follows:

Members entitled to cast forty percent (40%) of all of the votes of Members shall constitute a Regular Quorum. If the required Regular Quorum is not present at a meeting or otherwise represented through a vote, such meeting may be adjourned, and an additional meeting may be called or an additional vote may be held, subject to the notice requirement set forth herein, with the required Regular Quorum at such second (2nd) meeting or vote being reduced to one-half (1/2) of the required Special Quorum at the preceding meeting or vote; provided, however, that such second (2nd) meeting or vote must be held not later than thirty (30) days after the first (1st) meeting or vote. Further, if the reduced required Regular Quorum is not present at such second (2nd) meeting or vote, the adjournment of such meeting shall be continued, and one (1) additional meeting or vote may be called, subject to the notice requirement set forth herein, with Members present constituting the required Regular Quorum at such third (3rd) meeting or vote; provided that such third (3rd) meeting or vote must be held not later than forty-five (45) days after the first (1st) meeting or vote.

(d) As an alternative to the procedure set forth in this Section, any action referred to and requiring a Special Quorum as provided in Section 3.04(b) hereof or a Regular Quorum as provided in Section 3.04(c) hereof may be taken without a meeting, upon obtaining the assent given in writing and signed by Members who hold more than (i) sixty percent (60%) of the outstanding votes eligible to be cast by Members for actions under Section 3.04(b) hereof, or (ii) forty percent (40%) of the outstanding votes eligible to be cast by Members for actions under Section 3.04(c) hereof. Signed paper ballots or electronic ballots constitutes assent given in writing and signed by Members.

(e) Except as set forth in this Section, the notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in the Association Documents.

ARTICLE IV
ASSESSMENTS

4.01 Covenants for Assessments. Each Owner, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity (or agency which may be designated by the Association to receive such monies, the following assessments (collectively, the "Assessments")):

- (a) Regular Assessments as provided in Section 4.02 hereof,
- (b) Special Purpose Assessments as provided in Section 4.03 hereof, and
- (c) Special Member Assessments as provided in Section 4.04 hereof.

All Assessments shall remain the property of the Owner making payment of such Assessments but shall be controlled and expended by the Association on behalf of the Owners only for the specified purposes provided or approved pursuant to this Declaration. No profit, gain or other benefit is to be derived by the Association from the Assessments, but, instead, such funds shall be expended only as agent for the Owners. All services contemplated to be paid from Assessments shall be obtained by the Association on behalf of the Owners. Upon termination of the Association (and not before), all Assessments held at that time by the Association shall be allocated and returned to the Owners that paid such Assessments. No Assessments shall be levied against the Streets or other Common Properties.

4.02 Regular Assessments. "Regular Assessments" (herein so called) shall be determined, assessed and expended on a calendar year basis, which shall be the fiscal year of the Association. Regular Assessments shall be used exclusively for the following purposes (collectively, the "Common Expenses"):

- (a) Improving and maintaining the Common Properties subject to the limitations set forth in Section 6.01 hereof;
- (b) the payment of taxes and insurance (if any) in connection with the Common Properties and the Common Services;
- (c) developing and maintaining replacement and working capital reserves for the Association (including, without limitation, the Street Reserve Fund and the maintenance reserve fund as provided for in Section 9.07 hereto);
- (d) providing the Common Services;
- (e) paying any indemnity costs or costs of other functions of the Board or the Association pursuant to this Declaration;
- (f) meeting and carrying out all contractual obligations of the Association, including, without limitation, the Common Services and any Maintenance Agreement obligations; and
- (g) carrying out the duties of the Board and the Association as set forth in this Declaration.

Regular Assessments shall be determined and assessed as Follows:

(1) Each year while this Declaration is in force, the Board shall set the amount of the Regular Assessments to be levied for the next calendar year, taking into consideration (i) the Common Expenses for the then current year, expected increases in such expenses during such next calendar year, (ii) a contingency amount [not exceeding ten percent (10%) of the anticipated expenditures for such next year], (iii) amounts needed for the Street Reserve Fund or any other reserve fund as determined by the Board, and (iv) the number of Lots subject to Assessments. The Regular Assessments for each calendar year shall be set by the Board on or about November 1 of the preceding year or as soon thereafter as such determination reasonably can be made by the Board. The "Per-Lot Regular Assessment Amount" (herein so called) shall then be determined by the Board such that the sum of the Per-Lot Regular Assessment Amount payable for each Lot subject to the full amount thereof plus the amount payable for each Lot which is subject to partial payment thereof equals the aggregate Regular Assessments required as set by the Board. The full amount of the Per-Lot Regular Assessment Amount shall be payable for each Lot which has been conveyed to an Owner who has, or intends to have, a single-family residence constructed thereon for such Owner's occupancy whether or not such a residence is actually constructed or occupied by such Owner or occupied by a tenant (or other occupant) of such Owner.

(2) Should any excess surplus (exclusive of amounts in any reserve fund) exist at the beginning of each calendar year, the Board may, but shall not be obligated to, reduce the amount required for the next year's Regular Assessments by an amount equal to such surplus.

4.03 Special Purpose Assessments. Subject to the provisions of Section 4.05(c) hereof, the Board, from time to time, may levy "Special Purpose Assessments" (herein so called) for the purpose of paying any capital improvements and other unanticipated expenses that normally would have been paid out of Regular Assessments but which were not included in that year's budget for Regular Assessments. Such Special Purpose Assessments shall be assessed on a per Lot basis in the same manner as the Regular Assessments are assessed as set forth in Section 4.02 hereof.

4.04 Special Member Assessments. The Board may levy a "Special Member Assessment" (herein so called) on any Member, to the extent any directly related insurance proceeds (if any) paid to the Association are not sufficient to pay all such costs, for the purpose of:

(a) Paying the cost of any damage or loss requiring maintenance, repairs or replacement of Common Properties, which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the act(s) of such Member, or such Members agent, employee, occupant or visitor; and/or

(b) Paying the maintenance costs, construction delay damages and Violation Fines referenced in Section 7.19, Section 7.20, and Section 10.13 hereof or as otherwise set forth herein, respectively.

4.05 Special Provisions Regarding Assessments.

(a) The Board may establish the maximum annual Regular Assessment for each Lot, provided that the maximum annual Regular Assessment may not be increased more than twenty-

five percent (25.0%) above the maximum annual Regular Assessment for the previous year unless approved by the Members of the Association as provided in Section 3.04(b) hereof. Notwithstanding the foregoing, in the event that the Board determines that due to unusual circumstances the maximum annual Regular Assessment even as increased by twenty-five percent (25.0%) will be insufficient to enable the Association to pay the Common Expenses, then in such event, the Board shall have the right to increase the maximum annual Regular Assessment by the amount necessary to provide sufficient funds to cover the Common Expenses without the approval of the Members as provided herein; provided, however, the Board shall only be allowed to make one (1) such increase per calendar year without obtaining approval of the Members as provided in Section 3.04(b) hereof.

(b) If any Assessment remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Board, a late charge, in an amount determined by the Board to offset administrative costs of the Association resulting from such delinquency, shall be assessed against the non-paying Owner for each month, or portion thereof, that any portion of an Assessment remains unpaid. A service charge of Twenty-five and No/100 Dollars (\$25.00) or such other amount established by the Board (but in no event exceeding the maximum lawful amount) shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board, and shall in no event exceed the amounts permitted by applicable law.

(c) Any Special Purpose Assessments for the purpose of paying the cost of the construction or a capital improvement or for the provision of Common Services shall require the affirmative approval of the Members as provided in Section 3.04(b) hereof.

4.06 Due Date of Assessments. The Regular Assessments provided for herein shall be payable annually within thirty (30) days after an invoice is delivered by the Association to an Owner; provided, however, the Board shall have the right to require payment of Regular Assessments at other intervals if the Board deems appropriate in the Board's sole and exclusive discretion (but with payment thereof not required any earlier than thirty (30) days after delivery of any such invoice therefore). The due date of any Special Purpose Assessment or Special Member Assessment shall be fixed in the notice to the Owner or Owners providing for any such Assessment, but will not be sooner than thirty (30) days after such notice is delivered to the Owner or the Owners thereof.

4.07 Personal Obligation for Payment of Assessments. The Assessments provided for herein shall be the personal obligation of the Owner or Owners of the Lot with respect to which such Assessment is made. The covenants for the payment of Assessments as provided in this Declaration touches and concerns each Lot, are covenants running with the land and specifically bind the Owners and their heirs, successors, devisees, personal representatives and assigns. No Owner, for any reason, may exempt itself from liability for Assessments. In the event that any Assessment (or any part thereof) is not paid when due, the Owner or Owners of such Lot shall be obligated to pay interest on any such unpaid Assessment from such date at the Default Rate of Interest together with the charges made as authorized in Section 4.01 hereof and all costs and expenses of collection thereof, including, but not limited to, reasonable attorney's fees. The obligation of any Owner to pay an Assessment with respect to a Lot made for any period of time that an Owner owns the Lot shall remain such Owners personal obligation

(notwithstanding any future sale or conveyance of such Owner's Lot) and shall also pass to the purchaser(s) of such Lot. However, any lien against a Lot for any unpaid Assessments shall be unaffected by any sale of such Lot and shall continue in full force and effect. In the event of a sale of a Lot, it shall be the obligation of the then Owner of such Lot to disclose to any buyer, assignee, title company designated to handle such transaction, financing entity or any other party to such sale any unpaid Assessments, such notice to be given in writing to all parties to the intended transaction at least fifteen (15) days before the date at which such transaction is to be consummated. A copy of any such notice shall be sent to the Association at the same time. A former Owner shall not be liable for Assessments due with respect to a Lot for periods after such Person no longer is the Owner of such Lot.

4.08 Assessment Lien and Foreclosure. THE OBLIGATION TO PAY ASSESSMENTS IN THE MANNER PROVIDED FOR IN THIS ARTICLE, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT RATE OF INTEREST, THE CHARGES MADE AS AUTHORIZED IN SECTION 4.05(b) HEREOF, ALL VIOLATION FINES AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, IS SECURED BY A CONTINUING CONTRACTUAL LIEN (THE "ASSESSMENT LIEN") AND CHARGE ON THE LOT COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH LOT AND THE OWNERS THEREOF AND THEIR HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The aforesaid continuing contractual Assessment Lien shall attach (a) to the Property as of the date of the recording of this Declaration in the Real Property Records of Tarrant County, Texas, and (b) to the Lots once the Plat is recorded in the Plat Records of Tarrant County, Texas, and such Assessment Lien shall be superior to all other liens except as provided in Section 4.09 hereof. Such Assessment Lien shall not encumber or attach to the Common Properties including, without limitation, the Streets as shown on the Plat. The Association shall have the right to subordinate the aforesaid Assessment Lien to any other lien. The exercise of such right shall be entirely discretionary with the Board. Except for a conveyance to a purchaser at a foreclosure sale pursuant to a lien to which the Assessment Lien is subordinate as provided herein or in Section 4.09 hereof, all Lots are conveyed to, and accepted and held by, the Owner thereof subject to the Assessment Lien provided for in this Section. To evidence any unpaid Assessments, the Association may prepare a written notice of unpaid Assessments (the "Notice of Unpaid Assessments") setting forth the amount of the unpaid indebtedness, the name of the Owner of and describing the affected Lot. Such notice shall be signed by one (1) of the officers of the Association and may, at the Board's sole and exclusive discretion be recorded in the Real Property Records of Tarrant County, Texas. The Association shall record an appropriate release of any recorded Notice of Unpaid Assessments when the amounts referenced therein have been paid. THE ASSESSMENT LIEN MAY BE ENFORCED BY FORECLOSURE JUDICIALLY OR BY EXPEDITED FORECLOSURE PROCEEDINGS PURSUANT TO PROVISIONS OF THE TEXAS PROPERTY CODE §209.0092 AND TEXAS RULES OF CIVIL PROCEDURE RULES 735 AND 736 (AND ANY SUCCESSOR STATUTE) UPON THE DEFAULTING OWNERS LOT BY THE ASSOCIATION AND EACH SUCH OWNER HEREBY EXPRESSLY GRANTS THE ASSOCIATION A POWER OF SALE IN CONNECTION THEREWITH THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE ON REAL PROPERTY IN ACCORDANCE WITH § 51.002 OF THE TEXAS PROPERTY CODE AS SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME. In addition, the Association may institute suit against the Owner personally to obtain a judgment for unpaid Assessments. Furthermore, the Association shall have such

other rights and remedies as permitted or allowed by applicable law. In any foreclosure proceeding, or in any suit or other action against, or pertaining to, the Owner, the Owner shall be required to pay all costs, expenses and reasonable attorneys' fees incurred by the Association. The Association shall have the right and power to buy the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Notwithstanding anything contained herein to the contrary, the Association shall not foreclose an Assessment Lien if the debt securing the lien consists solely of fines assessed by the Association, attorney's fees incurred by the Association solely associated with fines assessed by the Association, amounts added to an Owner's account as an assessment for a cost of production and copying association records under Section 209.005 of the Texas Property Code and the Association's Open Records Policy, or unreimbursed costs of conduction a vote recount that exceeded the estimated cost invoiced to the Owner who requested the vote recount. The Association shall comply with the requirements of Section 209.0091 and Section 209.0092 of the Texas Property Code in conducting any foreclosure sale under this Section.

4.09 Subordination of the Assessment Lien. The Assessment Lien provided for herein on a Lot shall be subordinate and inferior to the lien or liens granted by the Owner of such Lot to secure the repayment of a loan made for the purpose of providing purchase money funds for such Lot, funds used at any time to install or construct improvements on such Lot or funds used to pay ad valorem taxes on such Lot; provided, however, that such subordination shall apply only to Assessment Liens which have become due and payable prior to the foreclosure sale, of such Lot pursuant to the terms and conditions of any such mortgage or deed of trust lien. Such foreclosure sale shall not relieve such Lots from any Assessment Lien for Assessments thereafter becoming due.

4.10 Certificate. Upon request by an Owner, the Association shall furnish a certificate setting forth the unpaid Assessments owed by an Owner. Upon the written request of any Mortgagee holding a lien on a Lot, the Association shall report to any said Mortgagee any Assessments which are delinquent and unpaid at the time of such report.

4.11 Rights of the City. Unless otherwise approved by Owners owning at least eighty percent (80%) of the Total Lots, the Association shall not seek, by either act or omission, to abandon the Association's obligations as established by this Declaration to maintain the Common Properties. However, in the event that:

(a) The Association dissolves and the Common Properties shall not be either (i) dedicated to and accepted by an appropriate municipal corporation, public agency, authority or utility to be devoted to purposes as nearly as practicable to the same as those to which such Common Properties were required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Properties; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Properties which the Association is obligated to maintain hereunder.

Then, in either such event, the City shall have the right, but not the obligation, thereafter to assume the duty of performing the Association's maintenance obligations of all such Common Properties at any time

after such dissolution upon giving written notice to the Owners, or at any time after the expiration of sixty (60) days after receipt by the Association or the Association's successor or assign of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, the City may collect, when the same become due, the Assessments levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining or caring for the Common Properties' and, if necessary, the City may enforce the payment of delinquent Assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligations, the City may levy an Assessment upon each Lot on a pro rata basis for the cost of such maintenance to be provided by tile Association as set forth in this Declaration which Assessment shall constitute an Assessment Lien upon the Lot against which each Assessment is made. During any period that the City assumes the obligation to maintain and care for the Common Properties, the Association shall have no obligation or authority with respect to such maintenance and care. The right and authority of the City to maintain the Common Properties shall cease and terminate when the Association, its successors or assigns, shall present to the City reasonable evidence of the Association's eagerness and ability to resume maintenance of the Common Properties. In the event the City assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City, its agents, representatives and employees, shall have the right of access, ingress and egress to and over the common Properties for the purposes of maintaining, improving and preserving the same, and in no event, and under no circumstances, shall the City be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or omissions relating in any manner to maintaining, improving and preserving the Common Properties. The provisions of this Section shall not be amended or deleted from this Declaration without the written consent of the City.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON PROPERTIES

5.01 Title to the Common Properties. The Association will hold record fee simple title to the Streets and all other Common Properties, and all portions of the Property which are not within any of the Lots as shown on the Plat, all of which have been or will be dedicated to the Association as shown on and pursuant to, the Plat, subject to the easements set forth in this Article and in Article VII hereof. The Association shall have the right to execute any open space declarations applicable to the Common Properties owned by, or dedicated to, the Association which may be permitted by law in order to reduce property taxes.

5.02 Use of the Streets and entry Areas. The Streets are private streets not dedicated to or owned by the City, as provided in Article II hereof. Each owner and the occupant of the residence on such Owner's Lot shall have the private right and easement, and may authorize such Owner's guests and invitees, to use the Streets for the sole and exclusive purpose of providing ingress and egress from such Owner's Lot to other Lots and to other public roads or private roads. Other permitted uses of the Streets are set forth in Article II hereof. The portions of the Streets and Common Properties comprising the entry Areas located at or near the entrances to the Subdivision shall be used for installation and construction of one (1) or more guardhouses or gatchouses and the controlled access System as the Board may elect in the Board's sole and exclusive discretion, subject to the provisions hereof regarding same.

5.03 Other Easements. The Association shall have the right and easement to use the surface (and below the surface) of the Easement Areas or other Common Properties for the purposes and subject to the restrictions set forth on the plat. In addition, the Association shall have an easement on each Lot for access to, and ingress and egress from all common Properties for maintenance and other necessary or appropriate purposes. Any such entry by the Association upon a Lot shall be made with minimum inconvenience to the affected Owner as practical.

ARTICLE VI
GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.01 Powers and Duties. The affairs of the Association shall be conducted by the Board. The Board shall be selected in accordance with the Association Documents. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for (if applicable), from Assessments, the following if and to the extent such have been or are hereafter provided by or contracted for by the Association or the Board as the Board determines in the Board's sole and exclusive discretion:

- (a) Care, maintenance, repair and preservation of the Common Properties, including, without citation, the obligations pursuant to any Maintenance Agreement, and the furnishing and upkeep of any desired personal property for use in the Common Properties; provided, however, if the Streets become public streets as provided in Article II hereof, the Association shall maintain the streets only if the City fails to do so in a manner deemed appropriate in the sole and exclusive judgment of the Board;
- (b) The Common Services;
- (c) Taxes, insurance and utilities which pertain to the Common Properties,
- (d) The services of a Person or Persons to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Association or by a manager designated by the Board;
- (e) Legal, accounting and other professional services;
- (f) Any other material, supplies, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in the Board's sole and exclusive opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration; and
- (g) The collection (as a part of the Regular Assessments) and payment of any assessments owed by an Owner or the Association under any other recorded deed restrictions, if any.

The Board shall have the following additional exclusive rights, powers and duties:

- (h) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;
- (i) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;
- (j) To perform any of the Board's duties under this Declaration by contracting with third parties, to enter into other contracts, to maintain one (1) or more bank accounts and, generally, to have all the powers necessary or incidental to the operation, functions and management of the Association;
- (k) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;
- (l) To make reasonable rules and regulations for the operation and use of the Common Properties and the Common Services and to amend them from time to time;
- (m) To make available to each Owner within ninety (90) days after the end of the year an annual report of the Association;
- (n) To adjust the amount, collection and use of any insurance proceeds;
- (o) To enforce the provisions of this Declaration and any rules made hereunder and, in the sole and exclusive discretion of the Board, to enjoin and seek damages from any Owner for violation of any such provisions or rules;
- (p) To appoint members of the Architectural Control Committee as described in, and subject to the provisions of Article VIII hereof,
- (q) To own fee simple title, or an easement interest, in the Common Properties; and
- (r) To perform such other duties and functions as are necessary to carry out the rights and obligations of the Board and the Association under this Declaration.
- (s) To indemnify and hold harmless officers, directors and Architectural Control Committee members for actions they take on behalf of the Association.

6.02 Authority to Promulgate Rules, Regulations and Policies. The Board has the authority, without the obligation, to promulgate, amend, cancel, limit, create exceptions to, and enforce reasonable rules, regulations and policies concerning the administration of the Association, the enforcement of the Association Documents, the use and enjoyment of the Property, limitations on the use of the Common Area, establishing and setting the amount of fines for violations of the Association Documents and all fees and costs generated in the enforcement of the Association Documents. Such rules, regulations and policies shall be binding upon all Owners and Occupants, if any. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

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

- (a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier,
- (b) Public liability and property damage insurance on a broad form basis;
- (c) Fidelity bond for all officers and employees of the Association having control over the receipt and disbursement of funds; and
- (d) Officers', directors' and Architectural Control Committee members' liability insurance.

The Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from time proceeds of insurance paid to the Association remaining (after satisfactory completion of repair and replacement) shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties. If the insurance proceeds are insufficient to repair or replace any such loss or damage, the Association may levy Special Purpose Assessment(s) or Special Member Assessment(s) (if applicable) to cover any such deficiency.

6.04 Affiliated Contracts. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner for the performance of services which the Association is obligated or authorized to obtain, such contracts to be at competitive rates then prevailing for such services and upon such other terms and conditions, and for such consideration as the Board may deem advisable in the Board's sole and exclusive discretion and in the best interest of the Association provided that the level of service received is consistent with that available from third parties.

6.05 Liability Limitations. No Member, director, officer or representative of the Association or the Board or the Architectural Control Committee shall be personally liable for the debts, obligations or liabilities of the Association. The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or as otherwise expressly provided in the Association Documents. Such directors, officers and Architectural Control Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association, as a Common Expense of the Association, shall indemnify and hold such directors, officers and members of the Architectural Control Committee harmless from any and all expenses, loss or liability to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each director, each officer of the Association and each member of the Architectural Control Committee shall be indemnified and held

harmless by the Association, as a Common Expense of the Association, from any expense, loss or liability to others (to the extent not covered by insurance proceeds) by reasons of having served as such director, officer or Architectural Control Committee member and against all expenses, losses and liabilities, including, but not limited to, court costs and reasonable attorneys' fees, incurred by or imposed upon such director, officer or Architectural Control committee member in connection with any proceeding to which such Person may be a party or have become involved by reason of being such director, officer or Architectural Control Committee member at the time any such expenses, losses or liabilities are incurred subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the expenses, losses and liabilities arise from a proceeding in which such director, officer or Architectural Control Committee member is adjudicated guilty of willful misfeasance or malfeasance, misconduct or had faith in the performance of such Person's duties or intentional wrongful acts or any act expressly specified in the Association Documents as an act for which any limitation of liability set forth in the Association Documents is not applicable; provided, however, this indemnity does cover liabilities resulting from such director's, officer's or Architectural Control Committee member's negligence. Any right to indemnification provided herein shall not be exclusive of any other rights to which a director, officer or Architectural Control Committee member, or former director, officer or Architectural Control Committee member, may be entitled. The Association shall have the right to purchase and maintain as a Common Expense, directors', officers', and Architectural Control Committee members' insurance on behalf of any Person who is or was a director or officer of the Association or an Architectural Control Committee member against any liability asserted against any such Person and incurred by any such Person in such capacity, or arising out of such Person's status as such.

ARTICLE VII

USE OF THE PROPERTY - PROTECTIVE COVENANTS

7.01 General. No use shall be permitted on the Property which is not allowed under applicable public codes, ordinances and other laws either already adopted or as may be adopted by the City or other controlling public authorities. Each Owner, occupant or other user of any portion of the Property, shall at all times comply with this Declaration and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to, applicable zoning restrictions placed upon the Property as they exist from time to time. IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NONCOMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS

OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL AND CONTROL. All Lots shall be developed in accordance with this Declaration as this Declaration may be amended or modified from time to time as herein provided. The provisions of this Article set forth certain requirements which in addition to the other provisions of this Declaration, shall apply with respect to the development and use of the Property.

7.02 Residential Use. All Lots shall be used and occupied for single family residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than a private single-family detached residence unless approved by the Architectural Control Committee. No building or structure on any Lot shall exceed two and one-half (2-1/2) stories in height.

7.03 Streets and Common Properties. The Streets and the other Common Properties shall be used only for the purposes set forth herein, including the purposes set forth in Article II hereof and Article V hereof.

7.04 Resubdivision/Zoning Changes. No Lot shall be resubdivided. No Owner shall initiate or support any proposed zoning change affecting the Property or any portion thereof without first obtaining the prior written consent of the Board.

7.05 Consolidating Lots. Any Person owning two (2) or more adjoining Lots, after first obtaining the Board's prior written consent, may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of the City. In the event of any such consolidation, the consolidated building lot shall continue to be treated as two (2) or more Lots for purposes of applying the provisions of this Declaration. Consolidation of portions of Lots into a single building lot is prohibited.

7.06 Minimum Floor Space. Each dwelling constructed on Lots 64-R1 through 71-R1, Block shall contain a minimum of four thousand (4,000) square feet of air-conditioned floor area, exclusive of all porches, garages or breezeways. Each dwelling constructed on all other lots shall contain a minimum of three thousand (3,000) square feet of air-conditioned floor area, exclusive of all porches, garages or breezeway's.

7.07 Building Materials. The exterior walls of each building constructed or placed on the first floor of a Lot shall be at least eighty-five percent (85%) brick, brick veneer, stone, stone veneer, or other material that is approved by the City and approved by the Architectural Control Committee. The exterior portion of any fireplace chimney shall be one hundred percent (100%) brick, stone or other material that is approved by the City and approved by the Architectural Control Committee. No brick, stone or other material used on the exterior of any building, outside walls, fence, walkway or other improvement or structure on any Lot shall be stained or painted without the prior written approval of the Architectural Control Committee. All two (2) story homes shall be one hundred percent (100%) masonry, stone or approved materials on the first floor.

7.08 Driveways. Each Lot must be accessible to an adjoining Street by a concrete driveway unless other materials are approved by the Architectural Control Committee.

7.09 Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) automobiles. Each garage shall open only to the rear or side of the Lot so as not to directly face a street unless otherwise approved by the Architectural Control Committee.

7.10 Drainage.

(a) All Lots shall be graded in accordance with the Grading Plans (herein so called), which are a part of the engineering plans for the Subdivision as approved by the City, such that drainage from a completed residence or other structure is directed substantially as indicated thereon.

(b) The Association shall not be liable for any loss of, or damage done to, any shrubbery, grass, flowers, improvements, fences, sidewalks, driveways or buildings of any type or the contents thereof on any Lot, the Streets, or the Common Properties caused by any water levels, rising waters or drainage waters.

7.11 Roofs. The use of various roofing materials within the Property shall be permitted including composition roofs rated for a minimum thirty (30) year life; provided, however, no roofing material shall be installed without first obtaining the Architectural Control Committee's prior approval thereof. The roof pitch of any structure shall be a minimum of six (6) feet by twelve (12) feet, unless otherwise approved by the Architectural Control Committee.

7.12 Exterior Surfaces. All siding must be painted or stained in a compatible color approved by the Architectural Control Committee.

7.13 Building Lines/Setbacks

(a) All residences erected on any Lot shall face the street adjacent to the Lot as shown on the Plat or, with respect to corner Lots, as required by the Architectural Control Committee. Despite any building setback lines shown on the Plat, no portion of any such dwelling or residence shall be nearer to the front property line of said Lot than twenty-five (25) feet.

(b) Subject to the further restrictions set forth in Section 7.13 hereof no structure or improvement of any kind (except for fences, as provided in Section 7.14 hereof) shall be nearer to the side property line or the rear property line of any Lot than as specified by the City for side and rear yard setbacks applicable to the Property unless otherwise allowed by both the City and the Architectural Control Committee. No structure or improvements of any kind whatsoever shall be located within any floodway maintenance and access easement as shown on the Plat.

(c) No improvements other than fencing as provided in Section 7.14 hereof, landscaping, swimming pools, an underground sprinkler system, or other improvements approved by the Architectural Control Committee, shall be installed within twenty (20) feet of the rear Lot line of the Lake Lots. Notwithstanding the above, in no event shall any residence or wooden fence be constructed or erected on any Lake Lots within less than the minimum wooden fence setback distance as set forth in Section 7.14(c) hereof.

7.14 Fences.

(a) No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any Street or public street than the minimum building setback line indicated on the applicable Plat, unless allowed by the City and approved by the Architectural Control committee. No fence, wall or hedge shall exceed eight (8) feet in height unless otherwise specifically required by the City and approved by the Architectural Control Committee.

(b) No chain link fences or other wire or woven type fences shall be erected on any Lot so as to be visible from any Street, any public street, the ground level on any adjoining Lot, or from the Common Properties, unless approved by the Architectural Control Committee.

(c) Except as provided in Section 7.14(e) hereof, unless otherwise approved by the Architectural Control Committee, all fencing shall: (i) be of wood material and present a solid, board to board, facing (i.e., picket type fencing or other staggered spacing type fencing is not permitted); (ii) have a minimum height of six (6) feet; (iii) not have any steel poles or posts visible from the ground level of any Street, any public street, or adjoining Lot (however, steel poles may be used provided they are boxed in with wood material similar to that used in the fence); (iv) have slats measuring between four (4) inches and six(6) inches wide which are installed vertically only (not horizontally or diagonally); (v) have an even flat top; and (vi) not be painted on any surface which is visible from the ground level of any Street, any public street, or adjoining Lot; provided, however, a clear stain or natural wood colored stain may be used. Notwithstanding the above, wrought iron or tubular steel of a design and color approved by the Architectural Control Committee shall be allowed in lieu of the above required wood fencing.

(d) All fences which are adjacent to any of the Streets (but not portions thereof consisting of any alleys) or which extend from the outer perimeter of a dwelling to the side or rear property lines abutting a street (but not portions thereof consisting of any alleys) must be approved by the Architectural Control Committee and be built with brick (which must match the brick used in construction of the residence), wrought iron, or wood.

(e) Any and all fencing located along and within twenty (20) feet of the rear property line of any Lake Lots shall be forty-eight (48) inches in height (or higher if required by the City) and shall be constructed of wrought iron or tubular steel, painted black only, of a design approved by the Architectural Control Committee. The Association shall not be responsible for the construction and installation of such fences.

(f) Upon submission of a written request for same, the Architectural Control Committee, from time to time and at its sole and exclusive discretion, may permit the construction of fences or walls which are in variance with the provisions of this Section where, in the sole and exclusive opinion of the Architectural Control Committee taking into account the view impact on the adjacent Lot or any other Lot directly affected thereby, the fence or wall is an integral part of the architectural style or design of the home.

7.15 Signs. No sign or signs shall be displayed to the Streets or otherwise to the public view on any Lot, except that:

(a) any builder, during the applicable initial construction and sales period, may utilize one (1) professional sign (of not more than nine (9) square feet in size) per Lot for advertising and sales purposes, provided that such sign first shall have been approved by the Architectural Control Committee;

(b) a "for sale" or "for rent" sign (of not more than nine (9) square feet in size) may be utilized by the Owner of a Lot for the applicable sale or rent situation, provided that such sign first shall have been approved by the Architectural Control Committee;

(c) signs displaying the name of a security company shall be permitted, provided that such signs are (i) ground mounted, (ii) limited to two (2) in number per Lot (one (1) in the front yard and one (1) in the back yard), and (iii) of a size not in excess of two (2) square feet in size.

(d) Signs advertising a political candidate or a ballot item for an election during the period on or after the 90th day before the date of the election to which the sign relates and until the 10th day after that election date, provided such signs are ground mounted and display only one sign per Lot for each candidate or ballot item. The Association may remove any sign displayed in violation of this Section.

7.16 Utilities. Each residence situated on a Lot shall be connected to the public water and sanitary sewer lines. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be allowed during building construction. The use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except on portable gas grills) is prohibited. Except as to street lighting, all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground (except meters, transformers, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities, and electric distribution lines necessary to provide service to the perimeter of the Subdivision). All utility meters, equipment, air-conditioning compressors and similar items must be visually screened from view from any Street and any public street by solid masonry of the type used on the house or wood fencing in compliance with Section 7.14 hereof or landscape shrubbery. Electric utility transformers may be installed only in locations designated on the Plat for such purpose or otherwise approved by the Architectural Control Committee, and all improvements on a Lot on which an electric transformer pad easement is located as shown on the Plat must be installed in compliance with all electric company guidelines for separations from pad-mounted transformers.

7.17 Temporary Structures. No temporary structures of any kind shall be erected or placed upon any Lot without the prior consent of the Architectural Control Committee.

7.18 Vehicles. Personal automobiles and trucks with tonnage not to exceed three quarter (3/4) ton which are currently registered and driven regularly for personal transportation by a resident may be parked in a manner that is visible from a Street so long as it is on a private driveway. Such vehicles may not be parked on any Street overnight. Trucks with tonnage in excess of three quarters (3/4) ton shall not be permitted to park overnight on the streets, driveways or otherwise within the Property. No vehicle of any size which transports inflammatory or explosive cargo may be parked or stored within the Property at any time. On-street parking is restricted to deliveries, pick-up or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted from time to time by the Board.

Any motorcycle, boat, boat trailer, motor home, camper, motorized vehicle or trailer shall be stored or placed in such a manner that it is not visible from any Street or from ground level view from an adjoining Lot. This is not intended to prohibit the parking of such vehicles on a driveway behind a dwelling, so long as any such authorized vehicles are not visible from any Street.

7.19 Garbage/Weeds. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage and trash shall be kept in City-approved containers. All garbage and trash containers shall be placed where designated by the City on the day of collection. If, at any time, and from time to time, an Owner shall fail to control weeds, grass or unsightly growth exceeding six (6) inches in height, the Board shall have the authority and right to go onto such Lot, or direct a third (3rd) party service to go onto such Lot, for the purpose of mowing and cleaning such Lot and shall have the authority and right to assess and collect from the Owner of such Lot a sum not to exceed Five hundred and No/100's Dollars (\$500.00) for any such mowing or cleaning. Any such Assessments shall be Special Member Assessments.

7.20 Construction Completion Time. If a residence is not completed on any Lot on or before twelve (12) months from the date of the issuance of a building permit with respect to such Lot, the Board shall have the authority and the right to assess and collect from the Owner of such Lot, as liquidated damages, the sum of Two hundred and No/100's Dollars (\$200.00) per day commencing the first (1st) day thereafter (such being a reasonable estimate of the Associations actual damages resulting from any such delays, which actual damages would be difficult to ascertain). Any such Assessments shall be Special Member Assessments.

7.21 Offensive Activities: Pets. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance within the Property or any portion thereof. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets are permitted, provided that they are not kept, bred or maintained for commercial purposes. Dogs shall be on a leash at all times when not on owner's property.

7.22 Antennas and Aerials. All television antennas and other antennas and aerials shall be located inside the attic of the residence constructed on the Lot. Satellite dishes that do not exceed thirty (30) inches in diameter shall be permitted if installed, to the extent practicable, in a manner not visible from any Street. Towers of any kind are not permitted.

7.23 Landscaping and Retaining Walls.

(a) Weather permitting, landscaping of a Lot must be completed within sixty (60) days after the date on which the residence thereto is ninety-five percent (95%) complete. The landscaping plan must be approved by the Architectural Control Committee prior to any planting.

(b) Each Owner shall install an underground sprinkler system in all yards as the yards are landscaped.

(c) Retaining walls may be installed to achieve even grades for pools, driveways or house foundations or to permit storm water drainage to flow as required by Section 6.10(a) hereof. Such retaining walls must be constructed of such materials and height, and in a manner and location to match or complement the exterior of the home and approved by the Architectural Control

Committee. No railroad ties shall be approved. To the extent any retaining walls are constructed on any Lot or along any Lot line, such retaining walls shall not be part of the Common Properties, and each Owner of an affected Lot shall be responsible for the maintenance and repair of the portion of any retaining wall adjacent to, or located on, such Owner's Lot. No additional retaining walls shall be installed on any Lot unless approved by the Architectural Control Committee.

7.24 Exterior Lighting. Upon being given notice by the Architectural Control Committee that any exterior lighting is objectionable, as determined by the Architectural Control Committee in its sole and exclusive discretion, the Owner of the Lot on which same is located shall immediately remove any such lighting or shield the same in such a way that it is no longer objectionable to the Architectural Control Committee.

7.25 Tennis Courts. Tennis courts shall not be permitted upon any Lot without the prior approval of the Architectural Control Committee.

7.26 Gazebos, Greenhouses, and Storage Sheds. Gazebos, pool pavilions, trellises, greenhouses, children's playhouses, treehouses, storage sheds or other similar structures may not be erected or placed on a Lot without the prior approval of the Architectural Control Committee.

7.27 Pools and Pool Equipment. No above-ground pools are permitted. All pool service equipment shall be either screened with shrubbery or fenced and located in either (a) a side yard between the front and rear boundaries of the dwelling, or (b) in the rear yard.

7.28 Mail Boxes. Curb-side mail boxes are required and shall be constructed of a design approved by the Architectural Control Committee and with materials compatible with the residence constructed on the Lot.

7.29 Exterior Maintenance. Each Owner shall maintain the exterior appearance of the improvements on such Owner's Lot, and shall keep all landscaping and sprinkler systems on such Owner's Lot in a neat, orderly and well-maintained condition and shall keep the sidewalk on such Owner's Lot in good condition and repair. The Board shall have no duty to police the Property for violations of this Section. However, if the Board, in the exercise of the Board's reasonable judgment, determines that such exterior maintenance does not meet such standards, then the Owner of such Lot shall be subject to the imposition of a Violation Fine in accordance with Section 10.11 of this Declaration.

7.30 Visual Obstruction at the Intersections of Streets. No object or thing which obstructs site lines at elevations between two (2) feet and ten (10) feet above the roadways within the triangular area formed by the intersecting Street curb lines and a line connecting them at points forty-five (45) feet from the intersection of the Street curb lines or extension thereof, shall be placed, planted, or permitted to remain on any corner Lots.

7.31 Construction Standards. Any builder constructing improvements on any Lot may conduct such builder's construction operations and activities and do all things reasonably necessary as required to expeditiously commence, continue and diligently complete construction of any such improvements. All construction activities, temporary structures, storage of materials and equipment, all construction-related parking and temporary security fences shall be confined entirely on such Lot. Each Owner is responsible for, and shall cause, through appropriate contractual provisions, all costs of cleaning up any debris or

waste improperly disposed of anywhere on the Property. Each Owner and such Owner's contractors must maintain an attractive, clean, nuisance-free environment during the period of construction. Each Owner of a Lot on which improvements are being constructed shall keep all Streets reasonably cleared of mud and dirt left by construction vehicles for each Lot. Once commenced, all construction on a Lot shall be continued with due diligence and good faith until completion.

7.32 Repairs, Replacements, and Modifications. The provisions of this Article shall apply to any and all repairs, replacements or modifications of any improvements placed upon any Lot and shall not be deemed or construed as being limited to initial or new construction.

7.33 Oil Wells/Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained or permitted upon any Lot.

7.34 Smoke Detectors. At the time of the initial construction of any living unit, each residential dwelling shall include provisions for the installation of smoke detectors and such other safety and security devices which, in the opinion of the Architectural Control Committee, are reasonably required for the individual living unit.

7.35 Solar Energy Devices. "Solar Energy Device" has the meaning assigned by Section 171.107, Tax Code. If approved by the Architectural Control Committee, a Solar Energy Device may be installed subject to the following restrictions:

(a) A Solar Energy Device may be installed on (1) the roof of a home, or (2) in a fenced yard owned and maintained by the Owner so long as the Solar Energy Device is not visible from any street in the Subdivision. An alternate location may be approved only if a publically available modeling tool provided by the National Renewable Energy Laboratory determines that energy production would increase more than 10 % above the energy production if the device is located at the originally approved location.

(b) If installed on a roof, a Solar Energy Device:

(1) must not extend higher or beyond a roofline.

(2) must conform to the slope of the roof and have a top edge parallel to the roofline.

(3) the color of all frames, support brackets, and visible piping or wiring must blend with the roof color.

(c) If installed in a fenced yard, a Solar Energy Device must not extend higher than fence line.

(d) The Architectural Control Committee may deny approval if the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making a determination under this subsection, the written approval of the proposed placement of the device by all Owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

7.36 Laws and Ordinances. Owners, their lessees, guests, and invitees, shall comply with all laws, ordinances, and statutes applicable to their Lot and the Subdivision, and any violation may be considered a violation of this Declaration or other Association Document.

ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE

8.01 Architectural Control Committee. The Board shall appoint an Architectural Control Committee (herein so called) to consist of not fewer than three (3) persons. The Board shall have the right, but not the obligation, at any time and from time to time, to establish a second (2nd) and separate review committee that, for administrative convenience, shall perform the functions of the Architectural Control Committee set forth in this Declaration in connection with the review of Plans submitted to the Architectural Control Committee by Owners of Lots on which a residence already has been constructed for construction or installation of additional improvements on such Lots. At any time such second (2nd) review committee is functioning, it shall be bound by and shall have the same rights and restrictions as are applicable to the Architectural Control Committee as set forth in this Declaration.

8.02 Purpose of the Architectural Control Committee. A function of the Architectural Control Committee is to review and approve or disapprove Plans for improvements proposed to be constructed or modified on Lots and otherwise perform the duties set forth in this Declaration. NO IMPROVEMENTS SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED, REMODELED, DEMOLISHED OR PERMITTED TO REMAIN ON A LOT UNTIL PLANS, IN SUCH FORM AND DETAIL AS THE ARCHITECTURAL CONTROL COMMITTEE MAY DEEM NECESSARY, SHALL HAVE BEEN SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE AND APPROVED BY IT. The vote of a majority of the members of the Architectural Control Committee shall be considered as the act of the Architectural Control Committee. The process of reviewing and approving Plans and specifications is one which of necessity requires that the Architectural Control Committee is called upon from time to time to make subjective judgments on items for which specific standards or guidelines are not expressly set forth in this Declaration. The Architectural Control Committee is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration in such manner and with such results as the Architectural Control Committee, in its sole and exclusive discretion, may deem appropriate, and in the absence of final adjudication by a court of competent jurisdiction that the Architectural Control Committee has abused its discretion, such action by the Architectural Control Committee shall be final and conclusive. Unless expressly stated otherwise herein, the Architectural Control Committee shall have the right to grant variances from the requirements of this Declaration as it, in its sole and exclusive judgment, deems appropriate. The Architectural Control Committee shall have the sole and exclusive discretion to determine whether Plans submitted to it for approval are acceptable, and the Architectural Control Committee or the Association shall be entitled and empowered to enjoin or remove any construction undertaken pursuant to Plans or other plans that have not been approved by the Architectural Control Committee.

8.03 Plans.

(a) The Architectural Control Committee shall have the right to disapprove any submitted Plans that are not in compliance with this Declaration, if they are incomplete or if the Architectural Control Committee determines that such Plans are deficient for any reason. The Architectural Control Committee may base its approval or disapproval on, among other things:

- (i) architectural character of all proposed improvements, taking into consideration the aesthetic quality of any structures with respect to height, form, siding, exterior materials and roofing materials (with regard to type, scale, texture, color and durability);
- (ii) harmony of external design with improvements on other Lots;
- (iii) relation of topography, grade and finish ground elevations to that of adjoining Lots and drainage functions;
- (iv) screening of mechanical and other installations;
- (v) extent and quality of landscaped areas; and
- (vi) compliance with the purpose and general plan, intent and provisions of this Declaration.

(b) The Architectural Control Committee shall be available on a reasonable basis to meet with an Owner or such Owner's representatives to discuss and answer questions concerning proposed improvements and their compliance with this Declaration.

(c) An Owner desiring to construct or install any improvements on such Owner's Lot must submit to the Architectural Control Committee Plans, in duplicate, for such improvements that contain sufficient detail and information to show the following (the "Plans"):

- (i) general plan for the residence showing exterior shape, elevations, height, exterior materials, window locations, roofing and colors of all exterior surfaces,
- (ii) Lot grading for drainage and retaining wall purposes;
- (iii) fencing, driveways, and ways;
- (iv) swimming pool(s);
- (v) landscaping;
- (vi) cover matters specifically requiring Architectural Control Committee approval as provided in this Declaration; and
- (vii) such other information as may be required by the Architectural Control Committee.

(d) Approval of the Plans shall be based upon a determination by the Architectural Control Committee as to whether or not, in its judgment, such Plans adequately meet objectives established for the Subdivision with regard to aesthetic quality as well as meeting the requirements created by this Declaration. Approval of any Plans with regard to certain improvements shall not be deemed a waiver of the Architectural Control Committee's right, in its sole and exclusive discretion, to disapprove similar Plans, or any of the features or elements included therein, for any other improvements or to refrain from granting similar variances.

(e) If any submission of Plans is not complete or does not include all data required by this Declaration, the Architectural Control Committee, within twenty-five (25) days after such submission, shall notify the Owner of such deficiencies, and such Plans shall not be considered to have been submitted until such deficiencies have been corrected. At such time as the Plans meet the approval of the Architectural Control Committee, one (1) set of Plans will be retained by the Architectural Control Committee and the other set of Plans will be marked "Approved" and returned to the Owner or such Owner's designated representative, accompanied by a statement of complete approval or approval based on certain conditions. If the Plans are found not to be in compliance with this Declaration, one (1) set of such Plans shall be returned marked "Disapproved", accompanied by a statement of the items found not to comply with this Declaration or not to be acceptable to the Architectural Control Committee. Any modification or change to the approved Plans must again be submitted to the Architectural Control Committee for its inspection, review and approval. Should the Architectural Control Committee fail to approve or disapprove any Plans, properly presented by an Owner as provided above, within thirty (30) days after submittal thereof to the Architectural Control Committee in a form and fully complete as required by the Architectural Control Committee, it shall be presumed that the Architectural Control Committee has approved such properly submitted Plans, unless prior to the end of the thirty (30) day period, the Architectural Control Committee shall have notified the Owner submitting such Plans that an additional time period, not to exceed fifteen (15) days, is needed for further inspection and review, after which such additional period it shall be presumed that approval has been given absent specific disapproval having been given by the Architectural Control Committee during such additional review period.

(f) An Owner may prepare detailed plans and specifications that do not vary from or modify the Plans that have been approved by the Architectural Control Committee. Improvements may be constructed or installed on a Lot only in conformance with such approved Plans. If work is not commenced within six (6) months from the date of Architectural Control Committee approval of the Plans, then the approval given by the Architectural Control Committee pursuant to this Article shall be deemed revoked by the Architectural Control Committee, unless the Architectural Control Committee extends the time for commencing such work.

(g) Upon submission of a written narrative request for same, the Architectural Control Committee may, from time to time, in its sole and exclusive discretion, permit Owners to construct, erect or install improvements which are in variance from this Declaration. In any case, however, such variances shall be in basic conformity with and shall blend effectively with, the general architectural style and design of the Subdivision. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests. The grant of a

variance to any Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce this Declaration against any other Owner or against the same Owner for any other matter. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Architectural Control Committee must be and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted. The failure of the Architectural Control Committee to act on a variance request within any particular period of time shall not constitute the granting or approval of any such variance request.

(h) The Architectural Control Committee may from time to time publish promulgate, and amend architectural standards' bulletins.

8.04 Inspections. The Architectural Control Committee, or its designees, shall have the right during reasonable business hours to enter upon and inspect any Lot or improvements then under construction to determine whether or not the Plans thereof have been approved by the Architectural Control Committee. If the Architectural Control Committee shall determine that such Plans have not been approved or that the Plans which have been so approved are not being substantially complied with, the Architectural Control Committee may, in its sole and exclusive discretion, give the Owner of such Lot and improvements written notice to such effect, and, thereafter, the Board or the Architectural Control Committee, on behalf of the Association, shall be entitled to enjoin further construction and to require the removal or correction of any work in place that does not comply with the approved Plans. If any improvements shall be altered or replaced on any Lot otherwise than in substantial conformity with the approved Plans thereof, such action shall be deemed to have been undertaken without requisite approval of the Architectural Control Committee and to be in violation of this Declaration; and the Board or the Architectural Control Committee, on behalf of the Association, shall be entitled to take action as permitted under this Declaration with respect thereto.

8.05 Interior Alterations. An Owner may make improvements and alterations within the interior of such Owner's residence without first obtaining Architectural Control Committee approval provided such interior improvements and interior alterations do not change the exterior appearance of any improvements, including, without limitation, changes in window locations, window design or window materials.

8.06 Changes. No construction or installation of improvements on a lot that is inconsistent with, in addition to, or materially different from, any previously approved Plans shall be commenced or permitted until the Plans reflecting any and all such changes or additions have been submitted to, and approved by, the Architectural Control Committee in accordance with this Article; provided, however, no such approval is required for changes within the interior of any building that do not in any way change the exterior appearance.

8.07 Limitation on Liability. The Association, the Board (or any of its members) and the Architectural Control Committee (or any of its members), shall not, individually or in combination, be liable in damages (or otherwise) to any Person submitting plans or specifications for approval or to any Owner of any portion of the Property, by reason of subjective decisions, mistake in judgment, negligence or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve or to

disapprove any plans submitted; provided, however this provision does not apply to acts of willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or to any act expressly specified in the Association Documents as an act for which any limitation of liability set forth in the Association Documents is not applicable. The Association, the Board (or any of its members) and the Architectural Control Committee (or any of its members) shall not, individually or in combination, be liable in damages (or otherwise) in connection with any construction, design, engineering or defect associated with any improvement (or otherwise) constructed on the Property. APPROVAL OF PLANS BY ARCHITECTURAL CONTROL COMMITTEE DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER THAT SUCH PLANS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING AND CONSTRUCTION PRACTICES. IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE OWNER TO DETERMINE AND SEE THAT SUCH OWNERS PLANS AND SPECIFICATIONS COMPLY WITH ALL SUCH REQUIREMENTS AND PRACTICES.

ARTICLE IX
EASEMENTS AND MAINTENANCE OF CREEKS,
FLOOD PLAINS, DRAINAGE WAYS, AND OTHER
COMMON PROPERTIES

9.01 Utility Easements. The Association and providers of utility services to the Subdivision shall have, and are hereby granted easements for installation, maintenance, repair, removal and operation of utilities and drainage facilities on, under and across the Easement Areas and for the removal of any obstruction that may be placed in such Easement Areas that would constitute interference with the use of any such easement, or with the use, maintenance, operation or installation of any such utility. The City or the utility company exercising such easement rights shall promptly repair any damage to landscaping, sprinkler systems or other improvements resulting therefore provided, however, neither the City nor any utility company shall have any obligation to repair the entrance gate or related structures on Arborcreek Trail or any improvements installed in any Easement Areas that are prohibited by the Plat.

9.02 Common Properties. Full rights of ingress and egress shall be had by the Association as set forth in this Declaration for the purpose of maintaining and using the Common Properties as set forth herein.

9.03 Other Easements. The Association shall have an easement for full right of ingress and egress at all times over and upon the Property for the exercise of any and all rights under this Declaration and for the carrying out by the Association of their other rights, functions, duties and obligations set out in this Declaration. Any such entry by the Association upon a Lot shall be made with as much minimum inconvenience to the affected Owner as practical.

9.04 Responsibilities of the Association for Maintenance of the Common Properties. The Association shall, and has the sole responsibility to maintain the Common Properties, including any creeks, flood plains, lake, drainage ways and/or common amenities located within or upon the Common Properties in a condition not less than the minimum standards required by the City, and the Association shall perform, or cause to be performed, any maintenance of the Common Properties reasonably deemed necessary by the City. The Association's costs of maintaining the Common Properties will be collected from the Owners

through Assessments as provided in Article IV hereof. Except as provided in Section 4.10 hereof, the Association shall not seek, by either act or omission, to abandon the Association's obligations as established by this Declaration to maintain the Common Properties.

9.05 Floodway Maintenance. The normal and periodic maintenance of the Floodway Area as shown on the Plat, including mowing, trimming, pruning, landscaping, irrigation, debris removal, erosion control, and other activities usually associated with the maintenance of a creek area, shall be the responsibility of the Owner of each Lot upon which the Floodway Area is located. The Association shall not be responsible for any construction, improvement, or maintenance within the Floodway Area unless, in the sole decision of the Board, conditions exist or are impending which would threaten the integrity of a permitted structure or otherwise cause significant depreciation of property values, if continued and if some manner of construction, improvement, or maintenance were not undertaken. The Association's costs of such construction, improvement or maintenance within the floodway Area will be collected from the Owners through Assessments as provided in Article IV hereof.

9.06 Maintenance Easement. The City shall have, and is hereby granted, a maintenance easement for the maintenance and construction of drainage facilities on, under and across the Easement Areas and for the removal of any obstruction that may be placed on such Easement Areas that would constitute interference with the use of any such easement, or with the maintenance or construction of any drainage facilities located thereon. The City shall promptly repair any damage to landscaping, sprinkler systems or other improvements resulting from the use of such easement; provided, however, the City shall have no obligation to repair the entrance gate and related facilities on Arborcreek Trail or any improvements installed in any Easement Areas that are prohibited by the Plat. The maintenance easement granted herein includes the right, but not the obligation of the city to construct drainage facilities on, under and across the Easement Areas and to otherwise maintain same should the Association fail to properly maintain same as provided herein. In order to secure payment of any expenses that the City may incur in the construction or maintenance of any drainage facilities, the City shall have the rights provided in Section 4.10 hereof.

9.07 Maintenance Reserve Fund. In order to provide for the maintenance obligations contained herein, the Association shall establish a maintenance reserve fund for the Total Lots in an amount the Board shall, in its sole arid absolute discretion, determine to be sufficient.

ARTICLE X

GENERAL PROVISIONS

10.01 Binding Effect and Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, shall be binding on all Owners and shall inure to the benefit of and be enforceable by the Association, legal representatives thereof, any successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date of the first recording of this Declaration which was December 11, 1995, after which time this Declaration shall automatically be extended for three (3) successive periods of ten (10) years each, unless after such fifty (50) years an instrument executed and duly acknowledged by Owners owning, in the aggregate, at least eighty percent (80%) of the Total Lots has been recorded in the Real Property Records of Tarrant County, Texas, abolishing this Declaration.

10.02 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the sole and exclusive opinion of the Board, will best effect the plan of development as reflected in this Declaration. The Board shall have the right, power and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret the provisions thereof, and any determination, construction or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that any such action was an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the office of the County Clerk of Tarrant County, Texas. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. The singular wherever used herein shall be construed to mean the plural when applicable and vice versa, and the use herein of any gender shall mean any other gender when applicable. Any and all exhibits referred to herein and attached hereto are made a part hereof by reference. This Declaration shall be construed under, and in accordance with, the laws of the State of Texas. In the event of a dispute involving this Declaration to which the City is made a party, venue for such dispute shall be in Tarrant County, Texas.

10.03 Amendments. Except as otherwise provided in Section 4.11 hereof, Section 10.14 hereof, or in this Section, this Declaration, or any provisions hereof, may be terminated or amended as to any portion of the Property only by a document duly executed and acknowledged by Owners holding sixty seven percent (67%) of the votes of all Members of the Subdivision. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the Secretary (herein so called) of the Association confirming the vote of the Members adopting such termination or amendment as required above and recorded in the Real Property Records of Tarrant County, Texas. Notwithstanding the above, the Board, without the joinder of any other party, shall have the sole and absolute right to make minor changes or amendments to this Declaration, as determined by the Board from time to time, to correct or clarify errors, omissions, mistakes, or ambiguities contained herein, or, without limitation, to extend this Declaration and the Association to include additional property. Further, notwithstanding the above, no amendments shall be made to the following provisions of this Declaration unless such have been first approved by Owners owning at least sixty-seven percent (67%) of the Total Lots evidenced by the execution of any such amendment by such Owners:

- (a) changing the provisions requiring membership in the Association as provided in Section 3.02 hereof,
- (b) changing the allocation of voting rights as provided in Section 3.03 hereof,
- (c) changing the definitions of a Regular Quorum and Special Quorum as provided in Section 3.04 hereof,
- (d) changing the type of, and basis for, allocation of Assessments as provided in Article IV hereof,

- (e) changing the provisions of Article IV hereof or Article IX hereof regarding rights of the City;
- (f) changing the provisions regarding the subordination of the Assessment Lien as provided in Section 4.09 hereof,
- (g) changing the provisions regarding affiliated contracts as provided in Section 6.04 hereof, or
- (h) changing this Section.

10.04 Enforcement. The Association, their designated agents, and the Owners shall have the right, but not the obligation, to enforce the covenants and restrictions set out in this Declaration, the Bylaws, design guidelines, and the rules and regulations and shall take such action as the Board of Directors deem necessary or desirable to cause such compliance by each Owner. Without limiting the generality of the foregoing, enforcement may be made by any proceedings at law or in equity against any Person violating or attempting to violate any part of this Declaration, as such may be amended or modified, to restrain or enjoin violations thereof, to recover damages, or to seek such other relief available pursuant to applicable law. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this Declaration, and the Association and each Owner (and any lessees, tenants or other occupants of any Owner's Lot) shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party. The rights, powers, and remedies provided in this Declaration shall be cumulative and not restrictive of any other remedies at law or in equity, and the exercise by a Person of any particular right, power or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers or remedies available to any such Person.

10.05 Power to Enforce Restrictions Contained in All Association Documents. The Association shall have the power to enforce the provisions of all Association Documents by any one or more of the following means: (a) by entry upon any Lot within the Subdivision, after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without written or oral notice to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability in trespass or otherwise by the Association to the Owner thereof, for the purpose of enforcement; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach; (c) by exclusion, after notice and hearing, of any Owner from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (d) by levying and collecting, after notice and hearing, reimbursement to the Association for the costs incurred by the Association (including, but not limited to pre-litigation attorney's fees) in connection with the remedy of such breach; (e) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties established in advance in the rules and regulations of the Association, from any Member for breach of the Association Documents; and/or (f) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Owner, plus attorney's fees incurred by the Association with respect to exercising such remedy.

10.06 No Waiver or Obligation to Enforce. No delay or failure on the part of the Association or any owner to invoke any available right, power or remedy with respect to a breach at this Declaration shall be held to be a waiver by that party (or estop that party from asserting) any right, power or remedy available to such party upon the recurrence or continuance of said breach or the occurrence of a different breach. The Association or its officers or Board, shall not be under any obligation to take any action to enforce the terms of this Declaration.

10.07 Effect of POA Laws Limiting Remedies. Certain provisions of this Declaration may be circumscribed by POA Laws, including but not limited to Tex. Prop. Code Ch. 209 (The "Texas Residential Property Owner Protection Act") which currently restricts foreclosures, and requires certain notices. The POA Laws supersede the provisions hereof, unless either the POA Laws or applicable law permits the provisions hereof to control. To the extent permitted by law, it is intended that the provisions hereof shall control in the event of conflict with the POA Laws.

10.08 Lien Validity and Severability. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one (1) or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which such other provisions and covenants shall remain in full force and effect.

10.09 Owner/Occupant Records. Any Person, on becoming an Owner of a Lot, shall immediately furnish the Board a true and correct copy of the recorded instrument of conveyance vesting such ownership in said Owner. It shall be the responsibility of the Owner (and a non-Owner occupant of a Lot, if any) to keep such information current and to advise the Association of any changes.

10.10 Notices. Any notice required to be given to the Association or any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when actually delivered by hand-delivery or three (3) days after any such notice has been deposited in the United States Mail, postage prepaid, Verified Mail, addressed (a) for notice to an Owner to the address of the Owner as shown on the records of the Association at the time of such mailing, and (b) for notice to the Association to:

The Estates of Creekwood Homeowners Association, Inc.
PO Box 994
Mansfield, TX 76063

or at such other address specified by the Association by a document recorded for such purpose in the Real Property Records of Tarrant County, Texas.

10.11 Mortgagees. The holder of a mortgage of any interest in a Lot (herein referred to as a "Mortgagee") shall be furnished with written notification from the Association of any default by the respective Owner of that Lot in the performance of obligations set forth in this Declaration provided that the Association has theretofore been furnished, in writing, with the correct name and correct address of such Mortgagee and a request to receive such notifications. No default by an Owner of a Lot under any provision of this Declaration shall affect any existing lien or mortgage on that Lot. A Mortgagee shall not be liable for Assessments made with respect to a Lot during any period in which its only interest in the Lot is that of a Mortgagee.

10.12 Approvals. No approval by the Board or the Architectural Control Committee pursuant to the provisions hereof shall be effective unless in writing, except as otherwise expressly provided herein.

10.13 Imposition of Violation Fines. In the event that any Person fails to cure (or fails to commence and proceed with diligence to complete the work necessary to cure) any violation of this Declaration within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that Person a fine for any such violation (herein referred to as a "Violation Fine") not to exceed Five Hundred and No/100 Dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a Person for the same violation. The Violation Fines, together with interest at the Default Rate of Interest and any costs of collection, including, but not limited to, reasonable attorneys' fees, shall be part of any such Violation Fine. Violation Fines shall be Special Member Assessments. The notice required hereunder shall describe the violation, notify the Person that the Owner is entitled to a reasonable period to cure the violation and avoid the fine, that the Owner may request a hearing before the Board of Directors or a committee appointed by the Board of Directors, on or before the 30th day after the date the Owner receives the notice, and that the Owner may have special rights or relief related to the enforcement action under federal law, including the Service Member Civil Relief Act, if the Owner is serving on active military duty.

10.14 Consent of the City. The provisions of Article II hereof (for so long as the Streets remain private as referenced in Article II hereof), Section 4.11 hereof or Article IX hereof, cannot be amended or deleted from this Declaration without the written consent of the City. Other provisions of this Declaration can be amended or deleted without the necessity of the consent of the City.

10.15 Additional Land. Additional Land (herein so called) adjacent to the Property may from time to time be added to the Property, and if so, shall be made subject to this Declaration. Such addition or additions (there may be more than one addition) shall be accomplished by recording in the Real Property Records of Tarrant County, Texas, of a supplementary Declaration, signed and acknowledged by or on behalf of the Association and by the Owner of record of the Additional Land, which shall describe the Additional Land, and shall state that the jurisdiction, functions, rights, and duties of the Declaration and the Association (including membership therein), and the Architectural Control Committee shall extend to include the Additional Land. No consent or approval of any other Owner shall be required in order to extend the Declaration to include any Additional Land; and, without the necessity of any further action, the Additional land shall be included within the definition of the Property, and all other terms of this Declaration shall be automatically modified as necessary to extend the coverage of this Declaration to the Additional Land.

EFFECT OF POA LAWS: THIS DECLARATION IS INTENDED TO PROVIDE A LONG TERM STRUCTURE FOR THE ORGANIZATION AND OPERATION OF THE COMMON AREA SHARED BY THE OWNERS OF LOTS IN THE SUBDIVISION AND FOR GOVERNANCE OF THE SUBDIVISION AS A SHARED INTEREST COMMUNITY. SHARED INTEREST COMMUNITIES AND RESTRICTIVE COVENANTS SUCH AS THIS DECLARATION HAVE BEEN, AND ARE ANTICIPATED TO BE IN THE FUTURE, SUBJECT TO REGULATION, SUCH AS, BUT NOT LIMITED TO TX. PROP. CODE CH. 201 ET. SEQ. TX. PROP. CODE CH. 209 ("THE TEXAS RESIDENTIAL PROPERTY OWNERS PROTECTION ACT"), AND TX. PROP. CODE CH. 207

("DISCLOSURE OF INFORMATION BY PROPERTY OWNERS' ASSOCIATIONS"). CHAPTERS 207 AND 209 MATERIALLY AFFECT THE RIGHTS OF OWNERS OF LOTS AND THE POWERS OF THE ASSOCIATION. EACH HAS BEEN REVISED REPEATEDLY AND ARE ANTICIPATED TO BE THE SUBJECT OF FUTURE REVISIONS AND POSSIBLE REVOCATION. OTHER CHAPTERS OF THE TEXAS PROPERTY CODE MATERIALLY AFFECT MODIFICATION OF RESTRICTIVE COVENANTS, AND MAY AFFECT THE DECLARATION, THE OWNERS AND THE ASSOCIATION. IT IS NOT ANTICIPATED THAT THE DECLARATION WILL BE MODIFIED TO BE CONSISTENT WITH POA LAWS AS THEY CHANGE, BUT IT WILL BE SUBJECT TO THEIR LIMITATIONS, AS THEY APPLY FROM TIME TO TIME. ANYONE APPLYING THE PROVISIONS OF THIS DECLARATION SHOULD RETAIN KNOWLEDGEABLE COUNSEL TO ADVISE THEM REGARDING THE THEN CURRENT STATE OF APPLICABLE LAW AND TO WHAT EXTENT, IF ANY, THE PROVISIONS OF THIS DECLARATION MAY BE LIMITED.

EXECUTED as of 15 day of July, 2016.

DECLARANT:

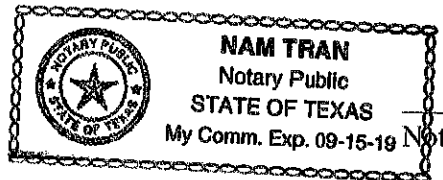
The Estates of Creekwood Homeowners Association, Inc.

By: Nathan Lindley
Nathan Lindley, President

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Nathan Lindley, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 15 day of July, 2016



Nam Tran
Notary Public, State of Texas

EXHIBIT "A"

THE ESTATES OF CREEKWOOD – GATED COMMUNITY

1. Lots 48, 49, 50, 51, 52-R1, 53-R1, 54-R1, 55, 56-R1, 57-R1, 58-R1, 59-R1, 60-R1, 61-R1, 62-R1, 63-R1, 64-R1, 65-R1, 66-R1, 67-R1R, 68 R1, 69 R1, 70 R1, and 71-R1, Block 5, of The Arbors of Creekwood Phase Two and The Arbors of Creekwood Phase Five additions to the City of Mansfield, Tarrant County, Texas, as shown on the plats filed in Cabinet A Slide 2559, Cabinet A Slide 1448, Cabinet A Slide 4918, and Cabinet B Slide 2343 of the Plat Records, Tarrant County, Texas.
2. Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24R-1, 25R, 26R, and 27, Block 6 of The Arbors of Creekwood Phase Two and The Arbors of Creekwood Phase Five additions to the City of Mansfield, Tarrant County, Texas, as shown on the plats filed in Cabinet A Slide 1883, Cabinet A Slide 1448, Cabinet A Slide 3056, and Cabinet A Slide 4437 of the Plat Records, Tarrant County, Texas.
3. Lots 35, 36, 37, 39R, 41, 42, 43, 44, 45-R, 46-R and 47, Block 5; and Lots 16R, 17-R, 19-R, 20, 21, 22, 23, 24, 25, and 26, Block 8 of The Arbors of Creekwood Phase Eight addition to the City of Mansfield, Tarrant County, Texas, as shown on the plats filed in Cabinet A Slide 3771, Cabinet A Slide 7504, and Cabinet B Slide 2765 of the Plat Records, Tarrant County, Texas.
4. Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38, Block 5, of The Arbors of Creekwood Phase Twelve addition to the City of Mansfield, Tarrant County, Texas, as shown on the plats filed in Cabinet A Slide 4934 of the Plat Records, Tarrant County, Texas.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

NATHAN HORACE LINDLEY
1 TOSCANY COURT
MANSFIELD, TX 76063

Submitter: NATHAN HORACE LINDLEY

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 7/22/2016 10:21 AM

Instrument #: D216164141

OPR 46 PGS \$192.00

By: _____

Mary Louise Garcia

D216164141

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.