

**Kaufman County
Laura Hughes
County Clerk**

Instrument Number: 2017-0013241

DECLARATION OF RESTRICTIVE COVENANTS

Party: CEDAR CREEK PRESERVATION LLC

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**STATE OF TEXAS
COUNTY OF KAUFMAN**

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Cynthia Ramirez, Deputy

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

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16479 DALLAS PKWY STE 390
ADDISON, TX 75001



**AFTER RECORDING RETURN TO:
Cedar Creek Preservation, LLC
10670 N. Central Expressway, Ste 470
Dallas, Texas 75231**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

EDGEWATER AT CEDAR CREEK LAKE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EDGEWATER AT CEDAR CREEK LAKE (this "Declaration") is made this 9th day of June, 2017 by CEDAR CREEK PRESERVATION, LLC, a Texas limited liability company and its successors and assigns (the "Declarant").

RECITALS:

WHEREAS, Declarant is the owner of the real property located in Kaufman County, Texas as more particularly described on Exhibit A attached hereto (the "Property"), which Property Declarant intends to develop into a residential subdivision to be known as "Edgewater at Cedar Creek Lake" subdivision, and desires to create thereon a community with various common areas, and to this end, desires to subject the Property together with such additions as may hereinafter be made thereto (as provided in *Section 2.2*), to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of values and amenities in said community, to create an association to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the protective covenants and disbursing the assessment and charges thereinafter created; and,

WHEREAS, Declarant has incorporated, or will incorporate, under the laws of the State of Texas, a non-profit corporation, Edgewater at Cedar Creek Lake Homeowner's Association, Inc. (the "Association"), for the purpose of exercising the functions aforesaid; and

NOW THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens, and other terms of this Declaration, all of which shall be construed as and deemed as covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title, or interest in the Property or any part thereof, as well as their heirs, successors, and assigns, as hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.1 Terms Defined. As used in this Declaration, the following terms shall have the meanings set forth below:

“Annual Assessments.” Assessments established and collected by the Association pursuant to *Section 5.1* of this Declaration for payment of the Common Expenses and other charges when due.

“Assessments.” The Annual Assessments, Special Assessments, Individual Assessments, and Road Assessments owing to the Association by an Owner or levied against a Lot by the Association.

“Association.” The term shall mean and refer to the Association (as defined in the Recitals) of all Owners established in accordance with the Bylaws and rules now or hereafter adopted by said Association, which rules, regulations and assessments shall be binding upon all Owners, Lessees, Licensees and Occupants. This Association shall be formally known as Edgewater at Cedar Creek Lake Homeowner’s Association, Inc.

“Board of Directors.” The term shall mean and refer to the Board of Directors of the Association.

“Bylaws.” The bylaws of the Association adopted by the Board of Directors, as amended from time to time.

“Certificate of Formation.” The certificate of formation of the Association filed, or to be filed, with the Secretary of State of Texas, as amended from time to time.

“Class A Member.” All Owners except Declarant, unless and until Declarant’s status as a Class B Member has expired, as described in *Section 3.2* of this Declaration (at which time all Owners, including Declarant if applicable, shall be a Class A Member).

“Class B Member.” Declarant, unless and until Declarant’s status as a Class B Member has expired, as described in *Section 3.2* of this Declaration.

“Committee.” The Architectural Control Committee established for the purposes set forth in *Article VIII* of this Declaration.

“Common Areas.” All real property and right of ways (including Improvements thereon) to be owned by the Association for the common use and enjoyment of the Owners in accordance with the terms of the Governing Documents, including, but not limited to, those areas which may be shown on the Plat and designated thereon as “Common Area” or “Common Open Space,” and further including, but not limited to all private streets, driveways, entryways, community areas, and day docks within the Project owned and maintained by the Association. The Common Areas will also include one or more boat storage areas as designated by the Association.

“Common Expenses.” All costs and expenses, including allocations to the Reserve Fund, costs incurred with respect to the maintenance and upkeep of the Common Areas, the operation of the Association and the reserves or financial liabilities of the Association that are incurred pursuant to the provisions of the Governing Documents or a resolution duly adopted by the Board of Directors.

“County.” Kaufman County, Texas.

“Declarant.” Cedar Creek Preservation, LLC, a Texas limited liability company, whose address for notice is 10670 North Central Expressway, Suite 470, Dallas, Texas 75231, and any assignee of Declarant evidenced by a Supplemental Declaration assigning the rights, powers, privileges and prerogatives of Declarant under this Declaration.

“Declarant Control Period” or “Development Period.” The period commencing on the date of the Declaration and continuing until one hundred percent (100%) of all Lots have been sold by Declarant to third party purchasers, during which time Declarant reserves a right to facilitate the development, construction, and marketing of the Project, and a right to direct the size, shape, and composition of the Project.

“Declaration.” This Declaration of Covenants, Conditions and Restrictions for Edgewater at Cedar Creek Lake, and all recorded amendments and supplements thereto, which shall be recorded in the County.

“Default Rate.” An interest rate equal to the lesser of: (i) ten percent (10.0%) per annum or (ii) the maximum lawful rate of interest under Texas law.

“Dispute.” Any claim, grievance, or other dispute arising out of or relating to: (i) the interpretation, application, or enforcement of the Governing Documents; (ii) any conflict or dispute arising between or among two or more Owners; (iii) the proper party to bear a maintenance cost or expense or a capital expenditure or the proper amount of the expense to be charged or collected; (iv) the rights, obligations, and duties of any Owner under the Governing Documents; (v) the authority of the Association, Declarant or the Committee, under any law or under the Governing Documents to: (a) require any Owner to take any action or not to take any action involving such Owner’s Lot; or (b) alter or add to the Common Areas; or (vi) the failure of the Association, in accordance with any legal requirements and the Governing Documents to: (w) properly conduct elections; (x) give adequate notice of meetings or actions; (y) properly conduct meetings; or (z) allow inspection of books or records, *except that* the following shall not be considered “Disputes” unless all parties shall otherwise agree to submit the matter to arbitration pursuant to *Article IX* of this Declaration: (i) the levy of a fee or Assessment, or the collection of an Assessment levied against an Owner by the Association; (ii) any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary to maintain the status quo and preserve the Association’s ability to enforce the provisions of this Declaration and other Governing Documents; (iii) any suit between Owners which does not include Declarant or the Association if such suit asserts a claim, grievance, or other dispute which would constitute a cause of action independent of this Declaration and other Governing

Documents; (iv) any disagreement that primarily involves title to any Lot or Improvement thereon; or (v) any suit in which the applicable statute of limitations would expire within 180 days of the giving of notice as provided in *Article XI* of this Declaration unless the Persons against whom the Dispute is made agrees to toll the statute of limitations for a period of time necessary to comply with *Article XI* of this Declaration.

“Future Plats.” Any plat maps for the Property, or any portion thereof, filed for record in the real property records of the County, which may be amended from time to time to reflect Common Areas or the addition of subsequent phases of the Project.

“Governing Documents.” Individually and collectively, the Certificate of Formation, the Bylaws, the Declaration, the Owners Protection Act, the Regulations and the TNCL.

“Governmental Authority.” Any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental entity (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

“Improvements.” The Residences, walls, pavement, fencing, landscaping, roads utilities and man-made objects of every type, existing or placed on the Property.

“Individual Assessments.” The assessments levied by the Association against one or more Owners pursuant to *Section 5.3* of this Declaration.

“Legal Requirements.” Any and all matters of record and any and all then-current judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to any Owner’s use and enjoyment of its Lot, Residence, the Common Areas or the Project, including zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier, health and environmental laws and regulations.

“Lot.” Any lot, tract or parcel of the Property, including the Improvements thereon, to be used or designated for separate ownership or occupancy, as shown upon the Plat, but excluding any portion of the Property owned by the Association, including the Common Areas.

“Member.” Each Owner.

“Mortgagee.” Any Person, including Declarant’s Mortgagee, that is the holder of any bona fide indebtedness which is the result of an arm’s length negotiation, that is secured by a first lien or encumbrance upon a Lot and which has provided the Association with written notice of its name, address and description of the Lot encumbered thereby.

“Owner.” Any Person (including Declarant) owning fee title to any Lot but excluding any Person having an interest in a Lot solely as security for an obligation.

“Owners Protection Act.” The Texas Residential Property Owners Protection Act,

Chapter 209 (§§209.001, *et seq.*) of the Texas Property Code, as the same may be amended from time to time.

“Person.” Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other legal entity, including any public or governmental body, agency or instrumentality and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Plat.” That certain plat map for Edgewater at Cedar Creek Lake, dated May 19, 2017 and filed for record in the real property records of Kaufman County, Texas, Plat Cabinet 3, Sleeve 334, Instrument No. 2017-0011205, and in Volume 5346, Page 26, of which may be amended from time to time to reflect Common Areas or the addition of subsequent phases of the Project. At such time as the Plat may be replaced or amended by any Future Plat, all references herein to “Plat” shall refer to the Plat as replaced and/or amended by the Future Plat.

“Project.” The Property and the Improvements.

“Property.” The real property located in Kaufman County, Texas as more particularly described on Exhibit A attached hereto, together with any additional real property incorporated into the Project pursuant to *Section 2.2* below.

“Regulations.” Any rules or regulations of the Association, existing now or in the future, relating to the appearance, use and occupancy of the Common Areas and the Lots, including the exterior of the Residences, as amended from time to time, which such Regulations shall, at all times, be subject to the Owners Protection Act.

“Reserve Fund.” A fund that may be established by the Association (A) for the periodic maintenance, repair, restoration and/or replacement of (i) Improvements in the Common Areas, (ii) the exterior and structural portions of Residences, and (iii) those other portions of the Property which the Association may be obligated to maintain, and/or (B) meet unforeseen expenditures of the Association or to purchase any additional equipment or services deemed necessary by the Association for operation of the Project.

“Residence.” The Improvement located on each Lot that is designated for single family residential uses, together with any garage incorporated therein, whether or not such residence is actually occupied.

“Road Assessments” is defined in *Section 5.4* below.

“Special Assessments.” Assessments established and collected by the Association pursuant to *Section 5.2* of this Declaration for payment of non-recurring Common Expenses relating to the proper maintenance, care, alteration, improvement, replacement, operation and management of the Common Areas and the administration of the Association.

“Supplemental Declaration.” An instrument executed by Declarant and recorded in the real property records of the County for the purpose of subjecting additional property to the effect of this Declaration, withdrawing any portion of the Property from the effect of this Declaration or for such other purposes as are provided in this Declaration.

“TNCL.” The Texas Nonprofit Corporation Law, Chapter 22 (§§22.001, *et seq.*) of the Texas Business Organizations Code, as the same may be amended from time to time.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1 Existing Property. The Lots shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2.2 Additional Property. Declarant shall have the right during the Declarant Control Period to incorporate within the Project any additional property as Declarant deems necessary without the consent or approval of any other Person, including the Owners or the Association. All additional property incorporated within the Project shall be subject to the terms and conditions of the Governing Documents.

Section 2.3 Title to the Common Area. Declarant hereby covenants for itself and its successors and assigns, that it will convey and/or dedicate to the Association fee simple title to any Common Areas, and that said conveyance/dedication shall occur no later than upon the expiration of the Declarant Control Period. Following said conveyance/dedication to the Association, Declarant may receive reimbursement from the Association or a credit against future Assessments for any prepaid expenses or other amounts paid by Declarant that are attributable to any period of time after the date of such conveyance/dedication. The Common Area shall be conveyed/dedicated without any express or implied warranties, which warranties are hereby expressly disclaimed by Declarant.

ARTICLE III

ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND PURPOSES

Section 3.1 General. The Association has been, or will be, incorporated as a nonprofit corporation under the TNCL. In addition to the powers conferred on the Association under the Bylaws, this Declaration, and the other Governing Documents, the Association may take all actions authorized by the TNCL. Any and all actions taken by the Association pursuant to the Governing Documents shall be binding on all Owners.

Section 3.2 Allocation of Votes in the Association. The Association shall have two classes of voting membership:

- A. Class A. So long as Declarant continues to be a Class B Member, Class A Members

shall be all Owners (except Declarant). As provided below, Declarant shall become a Class A Member with respect to all Lots owned by Declarant after Declarant's status as a Class B Member has expired. Class A Members shall be entitled to one vote for each Lot owned; provided, however, that any adjacent Lots that are owned by the same Owner (other than Declarant) shall be treated as only one (1) Lot for purposes of voting. When more than one Person holds an ownership interest in any Lot, all such Persons shall be Class A Members; however, the vote for such Lot shall be exercised as the Owners of such Lot jointly determine among themselves, and such vote shall not be counted if the Owners of such Lot cannot unanimously agree on such vote. Except as applicable to Class B Members, in no event shall more than one vote be cast with respect to any Lot or any adjacent Lots owned by the same Owner (other than Declarant).

B. Class B. Declarant shall be the Class B Member, which shall be entitled to five votes for each Lot owned. Declarant's status as a Class B Member shall cease and Declarant shall be converted to Class A Member status with respect to all remaining Lots then owned by Declarant upon the expiration of the Declarant Control Period unless earlier terminated by Declarant in its sole discretion.

Section 3.3 Voting Rights. Any provision in the Governing Documents that would disqualify an Owner from voting in an Association election of members of the Board of Directors or on any matter concerning the rights or responsibilities of the Owner is void.

Section 3.4 Powers and Authority of the Association and Board of Directors. Subject to the TNCL, the Board of Directors shall have and exercise all powers and duties necessary for the proper administration of the Project and affairs of the Association. In the performance of its duties as the governing body of the Association, the Board of Directors shall have all powers and duties set forth in the TNCL, the Bylaws, this Declaration, and all Governing Documents, including the right to:

- A. Enforce and administer the terms of the Governing Documents (subject to the Owners Protection Act);
- B. Keep books and records of the Association's affairs;
- C. Establish, levy and collect Assessments as provided in *Article V* of this Declaration;
- D. Enter at any time in an emergency, which includes the necessity of the Association or Board of Directors to act immediately to prevent further harm, or in the case of a non-emergency, in accordance with *Section 4.3* and *Section 8.8* of this Declaration, without being liable to any Owner, upon any Lot for the purpose of enforcing the provisions of the Governing Documents or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the provisions of the Governing Documents, as described in *Section 4.3* and *Section 8.8* of this Declaration; and

E. Retain and pay for legal and accounting services necessary or proper in the purpose of the Association.

Section 3.5 Common Areas. The Association shall have the following duties with respect to the Common Areas:

A. To accept, own, operate and maintain all Common Areas which may be conveyed and/or dedicated to the Association by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located thereon, and to maintain in good repair and condition all property and other Improvements owned or leased to the Association;

B. To construct, maintain, repair and replace landscape improvements and irrigation systems;

C. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned or leased to the Association, including the Common Areas, to the extent such taxes and assessments are not levied directly upon the Members;

D. To take out and maintain a current policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Areas, as well as casualty coverages on all real and personal property owned by the Association, in such amounts as the Board of Directors shall deem appropriate;

E. To grant and convey to any Person real property or other interests therein, including fee title, leasehold estates, easements, rights-of-way or mortgages in any Common Areas for the purpose of constructing, erecting, operating or maintaining:

1. Parks, parkways or other recreational facilities;
2. Roads, streets, walks, driveways, trails and paths;
3. Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
4. Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and
5. Any similar public, quasi-public or private improvements or facilities; provided, however, that the Association shall not convey fee title to or mortgage any portion of the Common Areas without the consent of Owners entitled to cast at least 75% of the total votes of the Association, including Declarant during the Declarant Control Period.

F. To pay for water, sewer, garbage removal, landscaping and all other utilities,

services and maintenance for the Common Areas, including the maintenance and repair thereof;

G. To construct new Improvements or additions to the Common Areas, subject to the approval of the Committee, as described in *Article XIII* hereof; and

H. To enter into contracts with Declarant and other Persons on such terms and provisions as the Board of Directors shall determine, to operate or maintain any Common Areas or to provide any service or perform any function on behalf of Declarant or any other Person.

ARTICLE IV

MAINTENANCE

Section 4.1 Lot Maintenance. The Owner and occupant of each Lot shall, upon occupation of a Residence, establish grass front and sideyards, maintain such yards in a sanitary and attractive manner and edge the street curbs that rub along the property line of the Lot. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the Lot in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No Owner shall permit weeds or grass to grow to a height of greater than six inches upon its Lot. No foundation planting, shrub or other vegetation near the Residence shall be allowed to grow above the bottom of any window.

Section 4.2 Maintenance of Improvements. Each Owner shall (i) maintain its Residence and all buildings, fences, walls and other Improvements on its Lot in good condition and repair; (ii) replace worn and rotted portions thereof; (iii) regularly repaint all painted surfaces; and (iv) not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the Improvements to deteriorate in an unattractive manner.

Section 4.3 Owners Failure to Maintain. If any portion of a Lot or any Residence thereon, in the reasonable judgment of the Declarant or Board of Directors: (i) constitutes a public or private nuisance; (ii) substantially detracts from the appearance or quality of the surrounding Lots, the Common Areas, other areas of the Project or any adjacent land owned by Declarant; or (iii) constitutes a breach of any of the terms of the Governing Documents, the Board of Directors or Declarant may give such Owner written notice thereof and a deadline by which such Owner's Lot or Residence must be brought into compliance or such breach must be cured and such Owner must, within ten days after receiving such notice, commence to perform the care and maintenance specified in such notice and pursue the same with due diligence to completion; provided that, the Board of Directors and/or the Association may act immediately in the event of an emergency. Should any such Owner fail to fulfill this duty and responsibility within such time period, the Board of Directors shall have the right and power to enter onto such defaulting Owner's Lot and perform the repairs or maintenance without any liability for damages for wrongful entry, trespass or otherwise to any Person. Such defaulting Owner shall jointly and severally be liable for the cost of such work and any applicable fees assessed by the Association, and shall promptly

reimburse the Association for such cost. If such Owner shall fail to reimburse the Association within 30 days after receipt of a statement for such work from the Association, then such costs shall constitute an Individual Assessment. To the extent any action taken by the Association pursuant to this *Section 4.3*, in the discretion of the Association, constitutes an "enforcement action" under Section 209.006 of the Owners Protection Act, such action shall be governed by the Owners Protection Act and shall be in accordance with *Sections 5.14.A – H* of this Declaration.

Section 4.4 Actions of Declarant. Declarant, at its sole discretion, may beautify, improve, construct and maintain any amenities or recreational facilities in, upon and under the Common Areas.

ARTICLE V

ASSESSMENTS

Section 5.1 Annual Assessments by the Association.

A. Common Expenses. The Association shall possess the right, power, authority and obligation to establish Annual Assessments sufficient in the judgment of the Association to pay all Common Expenses when due. Such Annual Assessments so established shall be payable by the Owners on January 1 of each calendar year, and shall be applied to the payment of Common Expenses for which the Association is responsible, including maintenance, repair and care of the Common Areas.

B. Determination of Annual Assessments. No later than December 1 of each calendar year the Association shall establish, and send notification to all Owners, of the amount of Annual Assessments for the next year based upon the following considerations: (1) the cash reserve, if any, on account with a lending institution as created for the benefit of the Association or Property; (2) the expenditures devoted (or expected to be devoted) to the benefit of the Association or Property during the immediately preceding twelve (12) month period; and (3) the projected annual rate of inflation for the forthcoming year foreseeable for the County in which the Property subject is situated as determined by review of information available to any person, firm, or corporation by any governmental agency, lending institution or private enterprise which provides such statistical data upon request; provided that in any event the minimum Annual Assessments for 2018 on each Lot shall be \$485.00. The failure of the Association to timely establish or notify Owners of the amount of Annual Assessments for a year shall in no event excuse or relieve an Owner from the payment of the Annual Assessments contemplated hereby, in which case, each Owner shall pay to the Association an amount equal to such Owner's Annual Assessment for the prior year.

Section 5.2 Special Assessments by Association. In addition to the Annual Assessments contemplated by *Section 5.1* of this Declaration, the Association shall possess the right, power, authority and obligation to establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Association to pay non-recurring Common Expenses

relating to the proper maintenance, care, alteration, improvement, replacement, operation and management of the Common Areas and the administration of the Association, unless Owners entitled to cast at least 75% of the total votes of the Association vote to overturn such Special Assessment, at a meeting duly called for such purpose.

Section 5.3 Individual Assessments. In addition to Annual Assessments and Special Assessments contemplated in *Section 5.1* and *Section 5.2* of this Declaration, respectively, the Association shall possess the right, power and authority to establish or levy Individual Assessments in accordance with the provisions of this Declaration and the Owners Protection Act, against individual Owners or an Owner's Lot for charges properly borne solely by one or more but less than all the Owners, such as (without limitation) charges for additional services, damages, or fees, including costs incurred by the Association in performing maintenance or repairs on an Owner's Lot to bring such Owner's Lot or Residence into conformity with the Design Guidelines, or the provisions of the Governing Documents. Subject to the Owners Protection Act, Individual Assessments shall be the personal obligation of the Owner against whom the Individual Assessment is assessed, and shall constitute a lien against the Lot in the same manner and with the same consequences as the Monthly Assessment and any duly authorized Special Assessment.

Section 5.4 Road Assessments. Upon the issuance of a building permit for a Residence to be constructed on a Lot, the Owner of that Lot shall pay to the Association, as an additional Assessment, a road impact fee in the amount of \$2,500.00 (the "Road Assessments").

Section 5.5 Reserves. The Association may establish and maintain an adequate Reserve Fund which may be established and maintained, insofar as is practicable, out of Annual Assessments for Common Expenses.

Section 5.6 Obligation to Pay Assessments. Each Owner shall be personally obligated to pay its share of all Assessments duly established pursuant to this Declaration to the Association. Unpaid Assessments due as of the date of the conveyance or transfer of a Lot shall not constitute a personal obligation of the new Owner (other than such the new Owner's pro rata share of any reallocation thereof); however, the former Owner shall continue to be personally liable for such unpaid Assessment. No Owner shall be entitled to exemption from liability for the Owner's obligation to pay such Assessments by waiver of the use and enjoyment of its Lot or the Common Areas by an abandonment of its Lot or by any other action or otherwise. To the extent permitted under the Owners Protection Act, any Assessment not paid within five days of the date due shall bear interest at the Default Rate, and shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in the County. It shall be the responsibility of the Association to collect any such delinquent Assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where requested, any mortgagee of an Owner. In the event any single Owner owns more than one (1) Lot, that Owner shall be treated as the Owner of only one (1) Lot for purposes of Assessments assessed by the Association; provide, however, that if the Owner owns more than three (3) Lots, for purposes of Assessments assessed by the Association, that Owner shall be treated as the owner of (1) Lot plus each Lot in excess of three (3) Lots owned by that Owner.

Notwithstanding anything to the contrary in this Declaration, no Assessments shall be assessed against any Lot owned by Declarant until such Lot is transferred to an Owner other than Declarant.

Section 5.7 Application of Payments. Any payment received by the Association will be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, or the date the obligations arose:

1. Delinquent assessments
2. Current assessments
3. Attorney fees and costs associated solely with delinquent assessments
4. Other attorney's fees
5. Fines
6. Any other amount

However, if at the time the Association receives a payment from an Owner, that Owner is in default under a payment plan entered into with the Association pursuant to *Section 5.8* below, the Association is not required to apply the payment in the order of priority specified by this *Section 5.7*. Nevertheless, in applying the payments, a fine assessed by the Association (or any Individual Assessment, or portion thereof, consisting of a fine assessed by the Association) may not be given priority over any other amount owed to the Association.

Section 5.8 Payment Plans. The Association will allow a delinquent Owner the opportunity to enter into a payment plan with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested by the Owner. As part of the payment plan, the Owner may be charged reasonable administrative costs and interest, but will not be charged additional monetary penalties. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years, or if the Owner has previously entered into a payment plan with the Association within the last twelve (12) months. If an Owner is in default under a payment plan at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in *Section 5.7* above, but, in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association

Section 5.9 Third Party Collections. The Board may employ or assign an Owner's debt to one or more collection agents or agencies, meaning a debt collector as defined by Section 803 of the federal Fair Debt Collection Act (15 U.S.C. Section 1692a), subject to the following:

- A. The Association will not hold an Owner liable for fees of a collection agent retained by the Association unless the Association first provides written notice to the Owner by certified mail, return receipt requested, that: (i) specifies each delinquent amount and the total amount of the payment required to make the Owner's account current; (ii) describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan under *Section 5.8* above; and (iii) provides a period of at least thirty (30) days for

the Owner to cure the delinquency before further collection action is taken;

- B. An Owner is not liable for fees of a collection agent retained by the Association if: (i) the obligation for payment by the Association to the Association's collection agent for fees or costs associated with a collection action is in any way dependent or contingent on amounts recovered; or (ii) the payment agreement between the Association and the Association's collection agent does not require payment by the Association of all fees to a collection agent for the action undertaken by the collection agent; and
- C. The agreement between the Association and the Association's collection agent may not prohibit the Owner from contacting the Board of Directors or the Association's managing agent regarding the Owner's delinquency.

Section 5.10 Assessment Lien and Foreclosure.

- A. ALL SUMS ASSESSED IN THE MANNER PROVIDED FOR IN THIS *ARTICLE V*, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT RATE AND THE COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES TO THE EXTENT PERMITTED BY THE OWNERS PROTECTION ACT, ARE SECURED BY A CONTINUING CONTRACTUAL LIEN AND CHARGE ON EACH LOT COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH LOT AND THE OWNER THEREOF AND ITS HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The aforesaid contractual lien shall attach to the Lot as of the date of the recording of this Declaration and shall be superior to all liens other than (i) a recorded deed of trust or mortgage made in good faith and for value constituting a lien on the land of an Owner, (ii) the lien securing real estate taxes; provided, however, the types of liens referenced in (i) and (ii) above shall be inferior and subordinate to the lien securing the obligation to pay Assessments to the extent of all unpaid Assessments set forth in any recorded Notice of Unpaid Assessments (as defined below) existing as of the date of such other lien that has not be duly released by the Association. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. To evidence any unpaid Assessment, the Association may prepare a written notice of unpaid Assessment (the "Notice of Unpaid Assessments") setting forth the amount of the unpaid Assessment, the name of the Owner of the affected Lot, and a description of the affected Lot. Such notice shall be recorded in the real property records of the County. The Association shall record an appropriate release of any recorded Notice of Unpaid Assessments when the amounts referenced therein have been paid. THE LIEN FOR PAYMENT OF ASSESSMENTS MAY BE ENFORCED BY FORECLOSURE OF THE LIEN UPON THE DEFAULTING OWNER'S LOT BY THE ASSOCIATION SUBSEQUENT TO THE RECORDING OF THE NOTICE OF UNPAID ASSESSMENTS AS PROVIDED ABOVE BY JUDICIAL FORECLOSURE. The Association may foreclose an Assessment lien without first obtaining a court order (i.e., by non-judicial

foreclosure) if the Owner of the property subject to the foreclosure agrees in writing at the time the foreclosure is sought to waive such order being a prerequisite to foreclosure. In any foreclosure proceeding, the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association, except as may be limited by the Owners Protection Act.

- B. In addition to the remedies included in *Section 5.10.A above*, the Association may institute suit against the Owner personally to obtain a judgment for unpaid Assessments. In any suit against the Owner, the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association, except as may be limited by the Owners Protection Act.
- C. Notwithstanding *Section 5.10.A above*, the Association may not foreclose an Assessment lien if the debt securing the lien consists solely of: (i) fines assessed by the Association; (ii) attorneys' fees incurred by the Association solely associated with such fines; or (iii) amounts added to the Owner's account as an Assessment relating to costs owed by the Owner (a) for the compilation, production, or reproduction of Association records or documents, or (b) related to the cost of an election recount.
- D. Notwithstanding *Section 5.10.A above*, the Association will not foreclose an Assessment lien by giving notice of sale under the Texas Property Code Section 51.002 or commencing a judicial foreclosure unless the Association has: (i) sent written notice by certified mail, return receipt requested, to the address shown in the deed records for any inferior or subordinate lienholder disclosing the total amount of the delinquency giving rise to the foreclosure; and (ii) provided the recipient of such notice an opportunity to cure the delinquency before the 61st day after the Association mails the notice.
- E. This *Section 5.10*, and any other provision in this Declaration or any other Governing Document, that grants a right to foreclose a lien on real property for amounts due to the Association may be removed (or adopted) by a vote of at least 67% of the total votes allocated to Owners. Owners holding at least ten percent 10% of all voting interests may petition the Association and require a special meeting to be called for the purpose of taking a vote on such matters.

Section 5.11 Commencement of Obligation to Pay Assessments. Each Owner, other than Declarant, shall be obligated to commence payment of all Assessments against such Lot on the date the Lot is conveyed to the Owner. If such date is other than the first day of a month, then such Owner shall be obligated to pay only a pro rata share of the Assessment against such Lot based on the number of days during such month that the Owner will hold title to the Lot. Prior to the commencement of the obligation to pay the initial Monthly Assessment with respect to any Lot, Declarant may, but is not obligated to, pay the Common Expenses of the Project (excluding portions thereof allocable to reserves less Assessments payable by the other Owners); provided, however, (i) any such payment by Declarant may be treated as a contribution, or a loan to the Association, as determined by Declarant, and (ii) nothing contained in this Declaration shall

prevent Declarant from collecting from the purchaser of a Lot at closing any expenses, such as insurance premiums, to the extent that Declarant prepaid such expenses on behalf of the Lot being purchased.

Section 5.12 [Intentionally omitted]

Section 5.13 Alternative Actions. Nothing contained in this Declaration shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

Section 5.14 Certificate. Upon written request of an Owner, the Association shall furnish a certificate setting forth any unpaid Assessments owed by an Owner as of the date such certificate is issued.

Section 5.15 Enforcement of Regulations. All actions taken by the Association with respect to suspending an Owner's right to use the Common Areas, filing suit against an Owner (other than a suit to collect a Monthly Assessment, Road Assessment or Special Assessment or foreclosing under the Association's Lien), charging an Owner for property damage, or levying a fine for a violation of the Governing Documents, shall be governed by the Owners Protection Act and shall be in accordance with the following provisions:

- A. Before levying a fine, suspending an Owner's right to use a Common Area, filing a suit against an Owner (other than a suit to collect a Annual Assessment, Road Assessment, or Special assessment or to foreclose under a lien), or charging an Owner for property damage, the Association will give the Owner a written violation notice by certified mail, return receipt requested, and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain the following items, as applicable: (i) a description of the violation or property damage that is the basis for the suspension action, charge, or fine; (ii) the amount due the Association from the Owner; (iii) a statement that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months); (iv) a statement that the Owner may request a hearing on or before the thirtieth (30th) day after the date notice was mailed to the Owner; and (v) a statement that the Owner may have special rights relating to the enforcement action under federal law if the Owner is serving on active military duty, including pursuant to the Servicemembers Civil Relief Act (50 U.S.C. app. § 501 *et seq.*).
- B. If entitled to an opportunity to cure a violation under *Section 5.15.A* above, an Owner may request in writing a hearing to contest the violation before the Board of Directors or a committee appointed by the Board (in the latter case, the Owner must be provided notice that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board). To request a hearing, the Owner must submit a written request to the Board within thirty (30) days after the date the the violation notice was mailed to the Owner. The hearing must be held not later than

the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing, and the Association shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend, and the Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement. The Owner or the Association may make an audio recording of the hearing.

- C. Neither the notice requirements contained in *Section 5.15.A* nor the hearing requirements contained in *Section 5.15.B* above apply in the following circumstances: (i) if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action; or (ii) to a temporary suspension of a person's right to use Common Areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the Property. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this policy.
- D. If a suit is filed relating to a matter to which the notice and hearing provisions contained in *Sections 5.14.A and 5.14.B* above apply, an Owner or the Association may use alternative dispute resolution services, including, but not limited to, by filing a motion to compel mediation.
- E. The Association may collect reimbursement of reasonable attorneys' fees and other costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing the Regulations or Bylaws or other rules of the Association only if the Owner is provided a written notice that attorneys' fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. However, the notice provisions of this *Section 5.15.E* do not apply to a counterclaim of an Association in a lawsuit brought against the Association by an Owner.
- F. An Owner is not liable for attorneys' fees incurred by the Association relating to a matter described by the notice under *Section 5.15.A* above if the attorneys' fees are incurred before the conclusion of the hearing under *Section 5.15.B* above or, if the Owner does not request a hearing under *Section 5.15.B* above, before the date by which the Owner must request a hearing.
- G. All attorneys' fees, costs, and other amounts collected from an Owner will be deposited into an account maintained at a financial institution in the name of the Association or its managing agent. Only members of the Board, or its managing agent, or employees of its managing agent, may be signatories on the account.

- H. On written request from the Owner, the Association shall provide copies of invoices for attorneys' fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

Section 5.16 Notice of Foreclosure Sale; Owner's Right of Redemption. Not later than thirty (30) days after a foreclosure sale, the Association will provide the Lot Owner and each lienholder of record the written notice regarding rights of redemption as required by Section 209.011 of the Owners Protection Act. An Owner of a Lot purchased by the Association or a third party at a foreclosure sale of the Association's lien for Assessments, may be entitled to redeem such Lot in accordance with Section 209.011 of the Owners Protection Act.

Section 5.17 Applicability of the Owners Protection Act. Notwithstanding anything to the contrary in this *Article V*, *Article IX*, or elsewhere in this Declaration, any claim against an Owner that is also in the nature of an "enforcement action" under the Owners Protection Act shall be subject to all applicable provisions of the Owners Protection Act. To the extent of any conflict between the provisions of this Declaration and the provisions of the Owners Protection Act, the Owners Protection Act shall be controlling.

ARTICLE VI

EASEMENTS

Section 6.1 Utility Easements.

- A. Declarant hereby grants a perpetual, irrevocable and non-exclusive easement for utilities on, over and across the Property, as shown on the Plat for the use and benefit of any public utility or private company operating in the County for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, security, gas, water, sanitary sewers, storm sewers, satellite, broadband, cellular or other wireless communication designed to provide or deliver communication of any form, video or telephone communications, computer access, internet or e-mail access, security monitoring or other services to any Owner and any other utility or service which Declarant may find necessary or proper for supplying utility service to the Property.
- B. Declarant hereby reserves for itself, prior to the termination of the Declarant Control Period, and grants to the Association, after the termination of the Declarant Control Period, the right to grant such additional easements for purpose of utilities over any portion of the Common Areas as it deems necessary.
- C. In addition, Declarant may record an easement agreement or easement relocation agreement in the real property records of the County, specifically locating or relocating any utility easement subsequent to the recordation of this Declaration, and the Owners of each Lot, by acceptance of the deed to a Lot, hereby grant Declarant during the Declarant

Control Period and to the Association thereafter, an irrevocable power of attorney, coupled with an interest, with full power and authority to locate or relocate such utility easements.

D. Declarant reserves the right to retain or transfer title to any and all wires, pipes, conduits, lines, cables, transmission towers or other improvements installed on or in the above described utility easements and to enter into franchise or other agreements with private or public providers of telecommunication type packages that are designed to provide utility services to the Property.

E. Neither Declarant nor its agents or employees shall be liable for any damage done to shrubbery, trees, flowers or other property of an Owner situated on the portion of the Lots covered by the above described utility easements.

F. Title to any Lot conveyed by Declarant shall not be held or construed in any event to include title to any water, gas, electricity, telephone, storm sewer or sanitary sewer lines, pipes, conduits, cable television lines or other appurtenance or utilities constructed by Declarant or utility companies upon, along or through any Lot or any part thereof to serve such Lot or any other portion of the Property, and the right (but not the obligation) to construct, maintain, repair, and locate such systems, utilities, appurtenances and facilities is reserved to Declarant.

Section 6.2 Development Easements. Declarant reserves blanket easements and the right to grant such specific easements over all Lots and Common Areas as may be necessary in conjunction with the orderly development of the Project and any and all other properties owned by Declarant (or entities affiliated with Declarant through common control or ownership) that are near or adjacent to the Project (including the planning, construction, marketing, leasing, management and maintenance of Improvements), for access, construction and maintenance of utilities and storm drainage (whether surface or surface). No such easements may be located within the area beneath any improvement already located thereon.

Section 6.3 Common Area Easements. Declarant hereby grants a perpetual, irrevocable, non-exclusive easement on, over and across the Common Areas for the benefit of each Owner and its invitees and guests and the Association for ingress to and egress from its Lot, together with the non-exclusive right to use and enjoy the Common Areas. Declarant further reserves an irrevocable, non-exclusive easement on, over and across the Common Areas for its own benefit and for the benefit of its successors and assigns and employees and agents, for the purpose of construction of Improvements within the Property, including the right of temporary storage of construction materials on said Common Areas.

Section 6.4 Access Easement. Declarant hereby grants a perpetual, irrevocable and non-exclusive easement for access and entry on, over and across each Lot, for the benefit of the Association and its agents, employees and representatives, as may reasonably be necessary for: (i) performing any repairs, restoration and maintenance that the Association is responsible for or entitled to perform pursuant to *Article IV* and *Article VIII* of this Declaration; (ii) the making of emergency repairs thereon necessary to prevent damage to the Common Areas or to any other Lot or Residence; (iii) the evacuation of all or any part of the Property in the event of an emergency;

and (iv) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described in the Governing Documents.

Section 6.5 **[Intentionally Omitted].**

Section 6.6 **Additional Easements.** Declarant shall have the right, in its sole discretion, to reserve, create and grant easements on the Common Areas, in its own name, during such period as it shall hold title to the Common Areas, or in the name of the Association, if such Common Areas have been conveyed to the Association, for its own benefit, the benefit of the Owners and the Association for the use and enjoyment of the Property, or otherwise in connection with Declarant's development of the Project, without the approval or joinder of any other Person, including the Association, during the Declarant Control Period. After the expiration of the Declarant Control Period, provided Declarant has conveyed the Common Areas to the Association, the Association shall have the power and authority to grant and establish upon, over, under, and across the Common Areas, such further easements as are requisite for the convenient use and enjoyment of the Property.

ARTICLE VII

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 7.1 **Residential Use.** All of the Lots developed on the Property shall be used for single-family residential purposes only. Unless otherwise agreed to in writing by the Architectural Control Committee, no Residence shall be constructed or permitted to remain on any Lot other than (i) one detached single-family residence, which may not exceed two and one-half stories or 35 feet in height, (ii) one guest house with a minimum living area of not less than 800 square feet using substantially similar construction materials (as to quality and appearance) as those used in the main residence, and which may not exceed two and one-half stories or 35 feet in height, and (iii) a private garage as provided below. All Residences shall be constructed to minimum Federal Housing Authority and Veterans Administration standards, unless otherwise approved in writing by the Architectural Control Committee.

Section 7.2 **Restrictions on Resubdivision.** None of the Lots may be subdivided into smaller Lots.

Section 7.3 **Driveways.** All driveways shall be surfaced with asphalt or similar substance that is approved by the Committee.

Section 7.4 **Uses Specifically Prohibited.**

A. No temporary dwelling, shop, trailer or mobile home of any kind or any Improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a Lot only in places which are not visible from any street on which the Lot fronts) shall be permitted on any Lot except that the builder or contractor of a Residence

may have temporary improvements (such as a sales office and/or construction trailer) on a Lot during construction of the Residence upon such Lot. No building material of any kind or character shall be placed or stored upon a Lot until the Owner thereof is ready to commence construction of Improvements thereon.

B. No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any Residence or parked on any street in the Project, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any Residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment necessary for the construction, maintenance or repair of a Residence in the immediate vicinity within the Project. The Association shall have complete discretion in determining whether or not any apparatus listed in this section is "completely concealed'."

C. Trucks with tonnage in excess of one ton and any vehicle with painted advertisements shall not be permitted to park overnight on the Project except those used by a builder during the construction of Improvements on the Project.

D. No vehicle of any size which transports inflammatory or explosive cargo or hazardous material may be kept on the Project at any time.

E. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. No inoperative cars or vehicles of any type or nature may be kept or situated on the Project.

F. No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on the Project at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during any period of construction on the Property.

G. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other household pets may be kept for the purpose of providing companionship for a private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose and intent of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, reptiles or any other animals that may interfere with the quietude, health or safety of the residents who live on the Property. No more than four pets will be permitted on each Lot. Pets must be restrained or confined in the back of each Lot inside a fenced area or within a Residence. It is an Owner's responsibility to keep its Lot clean and free of pet debris. All animals must be properly tagged for identification. The Association has the right to declare any

animal, including dogs, cats, or other household pets, unsafe after notice and hearing before the Board of Directors. In the event of an "unsafe" finding by the Board, the Owner shall be required to remove the animal and/or pet from the Property.

H. No Lot or other area of the Property shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including broken or rusty equipment, disassembled or inoperative cars or other vehicles and discarded appliances and furniture. Trash, garbage or other waste shall not be kept on the Property except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of Improvements may be stored on Lots during construction so long as construction progresses without undue delay.

I. No air-conditioning apparatus shall be installed on the ground in front of a Residence or attached to any front wall or window of a Residence. No evaporative cooler shall be installed on the front window of a Residence.

J. The Association and the Committee shall not prohibit the installation, maintenance or use of antennae used to receive video programming as described in the Over-the-Air Reception Devices Rule adopted by the Federal Communications Commission. An Owner shall be permitted to install or maintain video antennae, including direct-to-home satellite dishes one meter or less in diameter, TV antennae and wireless cable antennae, subject to reasonable safety rules established by the Association from time to time.

K. No Lot or Improvement thereon shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the Project. Nothing in this subsection shall prohibit an Owner's use of a Residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities are in compliance with all Legal Requirements and do not materially increase the number of cars parked on the street or interfere with the adjoining Owners' use and enjoyment of their Residence and Lots.

L. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at a point ten feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight line limitations shall apply to any Lot within ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of those sight lines.

M. Except for children's playhouses, dog houses and gazebos, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention and purpose of this provision that only new construction be placed and erected thereon.

N. Within easements on each Lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels, which may obstruct or retard the flow of water through drainage channels or which may interfere with the maintenance and repair of any screening walls.

O. The general grading, slope and drainage plan of a Lot may not be altered without the prior approval of the appropriate Governmental Authorities.

P. No sign of any kind shall be displayed to public view on any Lot without prior approval of the Association or Declarant. Declarant and its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above and, in so doing, shall not be subject to any liability for trespass or any other liability in connection with such removal.

Q. The drying of clothes in full public view is prohibited. The Owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal Residences, such as clothes drying equipment, yard equipment and storage piles.

R. Except (i) within fireplaces in the main Residence, (ii) within a masonry fire pit, and (iii) for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

S. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any portion of a Lot or the Common Areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot or within the Common Areas. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or within the Common Areas.

T. No camping shall be permitted anywhere on the Property.

U. However, nothing in this *Section 7.4* or elsewhere in this Declaration shall prohibit an Owner from: (i) implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves or brush or leaving grass clippings uncollected on grass or from installing rain barrels, a rain harvesting system or an irrigation systems as described in Section 202.007(a) of the Texas Property Code, provided, however, that the Association may make any rules and restrictions governing such activities as provided in Section 202.007(d) of the Texas Property Code; (ii) installing a solar energy device as described in Section 202.010(a) of the Texas Property Code, provided, however, that the

Association may prohibit and regulate solar energy devices as provided in Sections 202.010(d)-(e) of the Texas Property Code; (iii) displaying any flag described in Section 202.012(a) of the Texas Property Code, provided, however, that the Association may enforce any requirements, regulations or prohibitions as provided in Section 202.012(b) of the Texas Property Code; and (iv) displaying or affixing on the entry to his residence one or more of the religious items as described in Section 202.018(a) of the Texas Property Code, provided, however, that the Association may exercise its enforcement powers as provided in Sections 202.018(b)-(d) of the Texas Property Code.

Section 7.5 Minimum Floor Area. The total air-conditioned living area in the main structure of the Residence, as measured to the outside of exterior walls but exclusive of open porches, garages, breezeways, servant quarters, patios and detached accessory buildings or guest house, shall be not less than: (i) 1,800 square feet for waterfront Lots and 1,500 square feet for all other Lots or (ii) the minimum habitable floor area as specified by any applicable Governmental Authority, whichever is greater.

Section 7.6 Building Materials. Exterior wall coverings shall be stone, stone veneer, masonry siding, cedar as approved by the Committee. Subject to Section 202.011 of the Texas Property Code, roofing shall be of a substance that is acceptable to the County and the Committee and shall have a minimum six (6) foot to twelve (12) foot roof pitch, except where the County's sight/distance setback requirements prohibit this minimum.

Section 7.7 Front Yard Requirements. The minimum depth of the front yard shall be twenty (20) feet, unless otherwise approved in writing by the Committee.

Section 7.8 Side Yard Requirements. For all Lots, there shall be a side yard on each side of the Residence of not less than ten (10) feet.

Section 7.9 Waiver of Front Setback Requirements. With the written approval of the Committee, any Residence may be located further back from the front property line of a Lot than provided above, where, in the opinion of the Committee, the proposed location of the Residence will add to the appearance and value of the Lot and will not substantially detract from the appearance of the adjoining Lots.

Section 7.10 Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood or other material that is approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the front of any Residence. However, all side yard fencing on corner Lots shall run parallel to the curb and may be placed up to the side building line as shown on the Plat and shall not extend beyond a point of six feet behind the front of the Residence on that side. Declarant may construct certain fences and masonry screening walls. The respective portions of those fences and masonry screening walls shall become the property of the Owner of the Lot on which the same are erected and shall be maintained and repaired by each such Owner. Each Owner shall maintain and repair any retaining walls that are built on its Lot. No portion of any fence shall exceed six feet in height. Any fence or portion thereof that faces a street shall be so constructed so that all structural members and posts will be on the side of the fence away from the street so that they are not visible from any right-of-way.

Section 7.11 Mailboxes. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee (unless gangboxes are required by the U.S. Postal Service).

Section 7.12 Landscaping. Two parkway trees with a minimum two inch caliper shall be required for each Residence, to be installed prior to occupancy.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 8.1 Appointment. Declarant shall designate and appoint a Committee which shall be composed of three individuals, each generally familiar with the residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards in the Project. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Project consistent with this Declaration.

Section 8.2 Successors. During the Declarant Control Period, Declarant shall have the right to appoint and remove all members of the Committee. In the event of the death, resignation or removal by Declarant of any member of the Committee, the remaining members shall appoint a successor member. If the remaining members cannot decide upon such successor member within two weeks, Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for services performed pursuant to this Declaration.

Section 8.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure, including signs, or any other improvement whatsoever, shall be commenced, erected, placed, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to all of the following (collectively, the "Design Guidelines"):

- A. Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design and proper facing of main elevation with respect to nearby streets;
- B. Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots in the Project; and
- C. The other standards set forth within this Declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision. The Committee shall further submit a written copy of such Design Guidelines to each Owner.

The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owners or the general value of Lots in the Project. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on the plans that are submitted to the Committee.

Section 8.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate by certified mail or by actual delivery to the Committee at the address of Declarant that is shown in *Section 11.8* of this Declaration. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines and any other requirement set forth in this Declaration or other Governing Documents. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved," signed by a majority of the Committee and returned to the Owner or his designated representative. If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable written statement that sets forth the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans, and likewise, an Owner shall not rely upon any such verbal approval or statement. If the Committee fails to approve or disapprove such plans and specifications within 30 days after the date of submission, such plans and specifications shall be deemed approved. In case of a Dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt or a signed delivery receipt. Once plans are approved, the Owner shall be required to place a sign containing a color rendition of the proposed residence on the Lot at all time prior to construction. Such sign must be constructed of wood framing as directed by the Committee.

Section 8.5 Standards. Subject to Chapter 202 of the Texas Property Code, the Committee shall have sole discretion with respect to taste, design standards and other Design Guidelines that are specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Committee shall also have the authority, subject to Section 202.011 of the Texas Property Code, to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones and generally to require that any plans meet the standards of the existing Improvements on neighboring Lots on the Property. The Committee may from time to time adopt such procedural and substantive rules, to the extent not in conflict with the Governing Documents, as it may deem necessary or proper for the performance of its duties, including any additional Design Guidelines and publish and promulgate bulletins regarding such additional Design Guidelines, which shall be

fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 8.6 Waiver; Variances. Circumstances may warrant waiver or variance of the Design Guidelines. To obtain a waiver or variance, an Owner must make written application to the Committee and the Committee will consider such request and respond to the Owner within 30 days. If the application is approved, the waiver or variance must be in writing, and may be conditioned or otherwise limited. If the Committee fails to approve or disapprove of an Owner's written application for a waiver within 30 days after the date of submission, such waiver shall be deemed approved.

Section 8.7 Termination. The Committee shall terminate on the date on which all the members of the Committee file a document declaring the termination of the Committee.

Section 8.8 Failure to Comply with Design Guidelines. If an Owner (a) makes any changes to its Lot and the Improvements thereon in a manner unsatisfactory to the Committee or (b) fails to maintain its Lot and Improvements situated thereon in accordance with the Design Standards, then the Association, through the Board of Directors or the Architectural Control Committee, shall have the right, through its agents and employees, to (a) enter onto the Lot and repair, maintain or restore the Lot or the exterior of the Residence and any other Improvements thereon to conform with the Design Guidelines, (b) resolve such issues as provided in *Article IX* or (c) upon compliance with the notice and hearing provisions, to the extent applicable, of the Owners Protection Act, seek enforcement of Owner's obligations under the Declaration in a court of competent jurisdiction located in Kaufman County, Texas. The cost of such exterior maintenance and the costs and attorneys' fees incurred by the Association in the enforcement of the rights under these provisions shall, to the extent permitted by the Owners Protection Act, be added to and become a part of the Assessments to which the Lot is subject.

Section 8.9 Liability of Committee. THE OWNER, MAKING OR CAUSING TO BE MADE SUCH ADDITIONS, ALTERATIONS OR IMPROVEMENTS, AGREES, AND SHALL BE DEEMED TO HAVE AGREED, FOR SUCH OWNER, TO HOLD THE COMMITTEE, THE ASSOCIATION, DECLARANT AND ALL OTHER OWNERS HARMLESS FROM AND TO INDEMNIFY THEM FOR ANY LIABILITY OR DAMAGE TO THE PROPERTY RESULTING FROM SUCH ADDITIONS, ALTERATIONS OR IMPROVEMENTS. ANY OTHER OWNER SUBMITTING PLANS HEREUNDER, BY DISSEMINATION OF THE SAME, AND ANY OWNER, BY ACQUIRING TITLE TO THE SAME, AGREES NOT TO SEEK DAMAGES FROM THE COMMITTEE, ARISING OUT OF THE COMMITTEE'S REVIEW OF ANY PLANS HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMMITTEE SHALL NOT BE RESPONSIBLE FOR REVIEWING, NOR SHALL ITS REVIEW OF ANY PLANS BE DEEMED APPROVAL OF, ANY PLANS FROM THE STANDPOINT OF THE STRUCTURAL SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, CONFORMITY WITH BUILDING OR OTHER CODES OR INDUSTRY STANDARDS OR COMPLIANCE WITH THE GOVERNING DOCUMENTS AND ALL LEGAL REQUIREMENTS. FURTHER, EACH OWNER AGREES TO INDEMNIFY AND HOLD THE COMMITTEE AND ITS RESPECTIVE OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL

COSTS, CLAIMS, DAMAGES, EXPENSES OR LIABILITIES WHATSOEVER, ARISING AS A RESULT OF THE REVIEW OF ANY PLANS HEREUNDER.

ARTICLE IX

MATTERS FOR MEDIATION AND ARBITRATION

Section 9.1 Mediation. All Disputes except those relating to equitable remedies, which shall not be resolved within 15 days after same have arisen (unless such greater time is provided elsewhere in the Governing Documents) shall be submitted for, or determined by, non-binding mediation, to the extent permitted by the Owners Protection Act. Mediation of any Dispute shall be initiated by any Owner making a written demand therefor to the other Owner, Owners or Committee involved in such Dispute and the Association. With respect to such mediation, the parties shall, within ten days after delivery of such written notice to the Association, appoint a mediator who is: (i) a reputable Person actively engaged in the commercial real estate industry for a continuous period of not less than ten years, and (ii) is in no way affiliated, or otherwise has had material business dealings, with any Owner or any Member of the Committee or Association. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth above shall be appointed by the then presiding judge of the United States District Court of the Dallas Division of the North District of Texas, or such other service as may be recommended by the Dallas Bar Association. Such mediation shall occur within 30 days after the mediator has been appointed and shall occur at a mutually acceptable location in Dallas, Texas. To the extent permitted by the Owners Protection Act, the costs of such mediation services shall be shared equally (but each party shall bear the cost of their own travel and attorney's fees).

Section 9.2 Final Offer Arbitration. If the parties are unable to resolve any Dispute at mediation, no later than 30 calendar days after the parties have reached an impasse at mediation, the parties shall submit their Dispute to binding arbitration, unless otherwise agreed by the parties. The parties agree to select a single arbitrator from a list taken from the American Arbitration Association of commercial arbitrators, and if they cannot agree on an arbitrator, each party shall select a Person and those two so selected shall then select the single arbitrator who shall thereafter serve as arbitrator. The issues in dispute shall be submitted as "baseball" or final-offer arbitration, whereby each party shall submit what it deems to be its most reasonable position to the arbitrator and the arbitrator shall select one of those two positions. The arbitrator shall have no discretion to select or award a position other than to select one of those submitted by the parties. To the extent rules governing arbitration are deemed necessary by the arbitrator (or by agreement of the parties), the current Rules for Commercial Mediation and Arbitration promulgated by the American Arbitration Association shall apply. Any award that is rendered by the arbitrator shall be accomplished no later than ten days from the initiation of the arbitration procedure. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator's award.

Section 9.3 Exclusive Remedy. With respect to any Dispute subject to arbitration under this *Article IX*, it is agreed that the arbitration provisions of *Article IX* of the Declaration shall be the sole remedy of the Owners and/or Committee involved in such Dispute under this Declaration, except as otherwise provided in the Owners Protection Act. Notwithstanding any other provisions of this Declaration, the foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, claim, controversy or matter that does not constitute a "Dispute" as such term is defined in this Declaration or not described in *Article IX* of this Declaration or with any Person not named or described in this Declaration, provided that any arbitration proceeding initiated under the terms of this Section may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Dispute and the subject of such other proceedings arise out of common or interrelated factual occurrences. Any award of the arbitrator shall be final and binding upon the Owners involved in the Dispute and such Owners' mortgagee and nonappealable judgment thereon may be entered by any court having jurisdiction. The party or parties whose position is not selected or awarded shall be responsible for all attorneys' fees, costs and expenses (incurred in connection with the mediation and arbitration of a Dispute under *Article IX* of this Declaration) of the party whose position is selected or awarded for the arbitration of the Dispute under *Article IX* of this Declaration to the extent permitted under the Owners Protection Act.

ARTICLE X

DECLARANT RIGHTS

Section 10.1 Reserved Rights. Declarant reserves the right, for itself, its agents, and its designees, including any home builders designated by Declarant in writing (and only to the extent of such designation by Declarant), to place and maintain on the Property model homes, sales offices, advertising signs and banners and lighting in connection therewith and other promotional facilities at such locations and in such forms as shall be determined by Declarant. The location and appearance of any such items placed upon the Property by a designee of Declarant (including any home builders), shall be subject to the approval of Declarant in its sole discretion. There is also reserved unto Declarant, its agents and prospective purchasers, the right of ingress, egress and transient parking in and through the Property for such sales purposes. Declarant also reserves the right to maintain on the Property without charge (a) a general construction office for Declarant's contractors and (b) appropriate parking facilities for the employees of Declarant's agents and contractors. Declarant's aforesaid reserved rights shall exist at any time Declarant is engaged in the development, construction, sale or leasing of Lots or Residences on any portion of the Property, on any land adjacent to the Property, or on any residential development project at least a portion of which is within a one-half mile radius of the Property, and no charge shall be made with respect thereto. Notwithstanding any provision herein to the contrary, the rights and easements created under this Declaration are subject to the right of Declarant to execute all documents and do all other acts and things affecting the Property, which in Declarant's opinion, are required to implement any right of Declarant set forth in this Declaration (including the making of any dedications or conveyances to public use) provided any such document or act is not inconsistent with the then existing property rights of any Owner.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Rights of Note Holders. Any Mortgagee will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours; (b) receive an annual financial statement of the Association within 90 days following the end of its fiscal year; (c) receive written notice of all meetings of the Association and the right to designate a representative to attend any such meetings; (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage; (e) receive written notice of any delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which such Mortgagee holds mortgage; (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (g) receive written notice of any proposed action that requires the consent of a specified percentage of Mortgagees.

Section 11.2 Resale Certificates. Subject to *Sections 11.2.A – D* below, not later than the tenth (10th) business day after the date a written request for Association information is received from an Owner or the Owner's agent, a purchaser of a Lot or Lots in the Property or the purchaser's agent, or a title insurance company or its agent acting on behalf of the Owner or purchaser, and the evidence of the requestor's authority to order a resale certificate is received and verified, the Association shall deliver to the Owner or the Owner's agent, the purchaser or the purchaser's agent, or the title insurance company or its agent a current copy of this Declaration, the Bylaws, and any other documents containing any restrictions of the Association, along with a resale certificate prepared not earlier than the sixtieth (60th) day before the date of delivery that complies with Texas Property Code section 207.003(b).

- A. For a request from a purchaser of a Lot or Lots in the Property or the purchaser's agent, the Association may require the purchaser or purchaser's agent to provide to the Association, before the Association begins the process of preparing or delivers the items listed in this *Section 11.2*, reasonable evidence that the purchaser has a contractual or other right to acquire a Lot or Lots in the Property.
- B. The Association may charge a reasonable fee to assemble, copy, and deliver the information required by this *Section 11.2*. The Association may require payment before beginning the process of providing a resale certificate but may not process a payment until the resale certificate is available for delivery. The Association may not charge a fee if the resale certificate is not provided in the time prescribed by this *Section 11.2*.
- C. The Association shall deliver the information required by this *Section 11.2* to the person specified in the written request. A written request that does not specify the name and location to which the information is to be sent is not effective. The Association may deliver the information required by mail, hand delivery, or alternative delivery means specified in the written request.

- D. Neither the Association its managing agent is required to inspect a Lot before issuing a resale certificate.

Section 11.3 Updates to Resale Certificates. Subject to *Sections 11.3.A – D* below, not later than the seventh (7th) business day after the date a written request for an update of a resale certificate is received from an Owner, Owner’s agent, or title insurance company, the Association shall deliver to the Owner, Owner’s agent, or title insurance company or its agent an updated resale certificate that complies with Texas Property Code section 207.003(f).

- A. Requests for an updated resale certificate must be made within one hundred eighty (180) days of the date the original resale certificate was issued. The updated request may be made only by the party who requested the original resale certificate.
- B. The Association may charge a reasonable fee to prepare and deliver an update of a resale certificate.
- C. The Association shall deliver the update to the resale certificate required by this *Section 11.3* to the person specified in the written request. A written request that does not specify the name and location to which the update to the resale certificate is to be sent is not effective. The Association may deliver the update to the resale certificate by mail, hand delivery, or alternative delivery means specified in the written request.
- D. Neither the Association nor its managing agent is required to inspect a Lot before issuing an update to the resale certificate.

Section 11.4 Term. The foregoing covenants, conditions, restrictions and agreements shall run with and bind the land and shall remain in full force and effect for a term of 25 years after this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years unless amended as provided herein. Unless otherwise provided in the Owners Protection Act, Declarant shall have the exclusive authority to amend the terms of this Declaration during the Declarant Control Period. Upon the expiration of the Declarant Control Period, this Declaration may be amended or terminated by an instrument signed by the Owners of not less than 67% of the total votes allocated to Owners.

Section 11.5 Severability. If any covenant, condition, restriction or agreement herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition, restriction or agreement, each of which shall remain in full force and effect.

Section 11.6 Binding Effect. Each of the covenants, conditions, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every Person acquiring any part of the Property, it being understood that such covenants, conditions, restrictions and agreements are not for the benefit of the Owner of any Lot except Lots in the Project.

Section 11.7 Enforcement. Subject to applicable law and the provisions of *Article IX* of this Declaration, the Association, the Committee or any Owner, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner, including Declarant, to enforce any covenant, condition, restriction or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.8 Addresses. Unless otherwise stated in this Declaration, all notices or other communications required or permitted to be given pursuant to this Declaration shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee or (iv) by prepaid telegram, telex, or telefacsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of Declarant and the Association shall be as set forth below, the address of each Owner shall be the address of the Lot; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days' notice to the Association in the manner set forth herein:

Declarant: Cedar Creek Preservation, LLC
10670 North Central Expressway, Suite 470
Dallas, TX 75231

Notwithstanding the foregoing, any notice required to be given under the Owners Protection Act shall be governed by the notice provisions contained therein.

Section 11.9 Exculpation. It is expressly understood and agreed that nothing contained in this Declaration shall be interpreted or construed as creating any liability whatsoever, directly or indirectly, against Declarant or any of its officers, members, managers, employees, agents or attorneys, or any of its or their heirs, executors, legal representatives, successors or assigns (collectively the "Declarant Related Parties"), for monetary relief or damages. In particular, and without limiting the generality of the foregoing, if any proceeding shall be brought to enforce the provisions of this Declaration, the party instituting such proceeding shall not be entitled to take any action to procure any money judgment against any of the Declarant Related Parties.

Section 11.10 Governing Law. THIS DECLARATION SHALL BE GOVERNED BY THE

LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THIS DECLARATION SHALL BE IN KAUFMAN COUNTY, TEXAS.

Section 11.11 Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

Section 11.12 Gender; Plurals. Words of any gender used in this Declaration shall be held and construed to include any other gender; words used in this Declaration in the singular shall be held and construed to include the plural, and vice versa, as the context may require.

Section 11.13 Conflicts. If any of the provisions of the Governing Documents shall be in conflict with the provisions of the TNCL or the Owners Protection Act, the provisions of such statutes shall control. If a conflict exists between the provisions of the Governing Documents, the Governing Documents shall control in the following order:

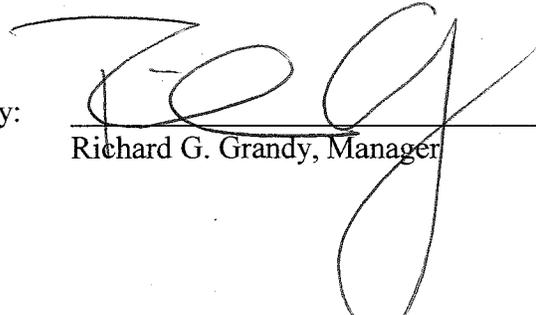
- a. This Declaration;
- b. The Certificate of Formation;
- c. The Bylaws; and
- d. The Regulations.

The provisions of the Governing Documents embody the entire final documentation to which the Property and any Owners will be subject in relation to the Project and supersede any and all agreements, representations, and understandings, whether written or oral, between Declarant and the Owners.

EXECUTED this 9th day of June, 2017

DECLARANT:

CEDAR CREEK PRESERVATION, LLC,
a Texas limited liability company

By: 
Richard G. Grandy, Manager

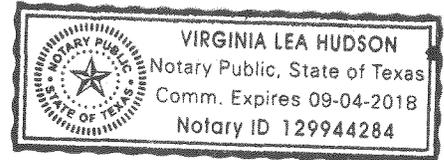
STATE OF TEXAS §
 §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9th day of June, 2017, by Richard G. Grandy, Manager of Cedar Creek Preservation, LLC, a Texas limited liability company on behalf of said entity.



Notary Public - State of Texas
My Commission Expires:



JOINDER AND CONSENT OF MORTGAGEE

The undersigned holder of that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement (the "Deed of Trust") dated August 1, 2016, and recorded as Document No. 2016-0015108 in the Official Public Records of Kaufman County, Texas, executed by Cedar Creek Preservation, LLC, a Texas limited liability company to Scott K. McDonald, Trustee, to secure a promissory note, of even date therewith payable to Liberty Bankers Life Insurance Company ("Beneficiary"), which Deed of Trust encumbers all or a portion of the property described on Exhibit "A" of this Declaration, hereby joins in the execution of this Declaration of Covenants, Conditions and Restrictions for Edgewater at Cedar Creek Lake (the "Declaration") to evidence its consent to such instrument and to subordinate its interest under the Deed of Trust to such instrument.

IN WITNESS WHEREOF, the undersigned joins in execution of this Declaration by and through, its authorized representatives this 9th day of June, 2017.

BENEFICIARY:

Liberty Bankers Life Insurance Company

By: [Signature]
Name: _____
Title: _____

STATE OF Texas }
COUNTY OF Dallas }

This instrument was acknowledged before me on the 9th day of June, 2017, by Brad Phillips, President of Liberty Bankers Life Insurance Company, on behalf of said entity.

Lucia S. Esparza
Notary Public – State of Texas
My Commission Expires:

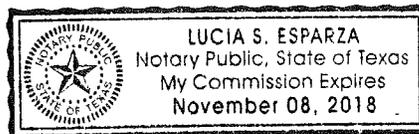


EXHIBIT A

Property Description

TRACT 1:

All that certain 129.95 acre tract of land as situated in the State of Texas, county of Kaufman and located in the John Baker Survey, Abstract No. 17 and being a part of the called 215.44 acre tract as described in the deed from Genecov Investments, LTD to 294 Limited Partnership and recorded in Volume 2423, page 261, official Public Records of Kaufman County, Texas, the tract herein being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow top set in the fence corner at the occupied Southwest corner of the Baker and Gossett Cemetery in Volume 539, Page 622, Deed Records of said county and being in the north line of Valentine Road (a county road) and in a West line of said 251.44 acre tract for a Southeast corner of this tract;

THENCE South 89 degrees 38 minutes 23 seconds West (reference bearing) along the fence and North line of said Valentine Road a distance of 914.66 feet to a point at the Southeast corner of a 120.13 acre tract surveyed this dated for a Southwest corner of this tract;

THENCE North 0 degrees 38 minutes 22 seconds West a distance of 123.3 feet to a point;

THENCE North 6 degrees 15 minutes 46 seconds East a distance of 197.39 feet to a point;

THENCE North 15 degrees 57 minutes 04 seconds West a distance of 487.24 feet to a point;

THENCE North 0 degrees 37 minutes 50 seconds East a distance of 255.21 feet to a point;

THENCE North 21 degrees 08 minutes 28 seconds East a distance of 548.85 feet to a point;

THENCE North 3 degrees 54 minutes 46 seconds East a distance of 222.13 feet to a point;

THENCE North 28 degrees 23 minutes 36 seconds West a distance of 195.10 feet to a point;

THENCE North 55 degrees 47 minutes 41 seconds West a distance of 160.08 feet to a point;

THENCE North 68 degrees 07 minutes 06 seconds West a distance of 1,170.2 feet to a point;

THENCE North 74 degrees 13 minutes 39 seconds West a distance of 164.96 feet to a point;

THENCE North 87 degrees 40 minutes 56 seconds West a distance of 198.17 feet to a point;

THENCE South 78 degrees 33 minutes 06 seconds West a distance of 326.68 feet to point;

THENCE North 89 degrees 14 minutes 18 seconds West a distance of 202.06 feet to a point in the fence and West line of said 251.44 acre tract and the East line of a 45.813 acre tract to A. J. Haffey, et ux in Volume 584, Page 808, Deed Records of said county for a Southwest corner of

this tract;

THENCE North 0 degrees 45 minutes 42 seconds East along a fence along the West line of said 251.44 acre tract and the East line of said 45.813 acre tract a distance of 80.02 feet to a 1/2 inch iron rod with a yellow top set in a fence corner;

THENCE North 85 degrees 28 minutes 26 seconds East along a fence a distance of 7.0 feet to a 1/2 inch iron rod with a yellow top set in a fence corner;

THENCE North 14 degrees 13 minutes 04 seconds West along an irregular fence a distance of 228.71 feet to a 1/2 inch iron rod with a yellow top set in the 325 foot elevation contour for a Northwest corner of this tract;

THENCE South 15 degrees 08 minutes 28 seconds East along the 325 foot elevation contour a distance of 88.88 feet to a point;

THENCE North 75 degrees 24 minutes 02 seconds East, crossing a drain and continuing in all a distance of 6.01 feet to a point on the 325 foot contour;

THENCE along the meanders of the 325 foot elevation contour along the Northerly line of said 251.44 acre tract and the Southerly line of Tarrant County Water Control and Improvement District No. one (Cedar Creek Lake) the following:

North 2 degrees 48 minutes 23 seconds West - 88.36 feet;

North 59 degrees 57 minutes 47 seconds East - 378.78 feet;

South 83 degrees 27 minutes 06 seconds East - 154.49 feet;

South 15 degrees 00 minutes East - 40.0 feet;

North 20 degrees 18 minutes 08 seconds East - 39.1 feet;

South 89 degrees 39 minutes 12 seconds East - 260.42 feet;

South 83 degrees 31 minutes 02 seconds East - 216.09 feet;

South 70 degrees 07 minutes 40 seconds East- 90.52 feet;

South 68 degrees 07 minutes 06 seconds East- 1,078.19 feet;

South 68 degrees 55 minutes 03 seconds East- 221.84 feet;

North 87 degrees 31 minutes 16 seconds East- 474.69 feet;

South 72 degrees 39 minutes 33 seconds East - 368.82 feet;

South 72 degrees 34 minutes 16 seconds East - 187.70 feet;

South 41 degrees 44 minutes 36 seconds West- 193.24 feet;

South 41 degrees 44 minutes 02 seconds West - 98.64 feet;
South 3 degrees 07 minutes 40 seconds West - 363.19 feet;
South 36 degrees 33 minutes 25 seconds West - 120.49 feet;
North 83 degrees 36 minutes 26 seconds West - 61.37 feet;
South 27 degrees 45 minutes 49 seconds East - 249.23 feet;
South 32 degrees 43 minutes 44 seconds East - 318.55 feet;
South 87 degrees 30 minutes 31 seconds East - 80.21 feet;
South 2 degrees 19 minutes 35 seconds West - 123.77 feet;
North 37 degrees 50 minutes 46 seconds East - 88.3 feet;
North 52 degrees 49 minutes 57 seconds East - 156.1 feet;
North 81 degrees 40 minutes 28 seconds East - 242.74 feet;
South 33 degrees 31 minutes 55 seconds East - 833.76 feet;
South 82 degrees 12 minutes 38 seconds East - 522.17 feet;
North 82 degrees 28 minutes 44 seconds East - 151.55 feet;
North 86 degrees 32 minutes 51 seconds East - 158.97 feet;
South 61 degrees 41 minutes 11 seconds East - 232.88 feet;
South 45 degrees 07 minutes 38 seconds East - 429.1 feet;
South 19 degrees 02 minutes 52 seconds East - 348.96 feet;
South 1 degree 40 minutes 40 seconds East - 196.62 feet;
South 7 degrees 34 minutes 08 seconds East - 991.62 feet to a point in a washed out area at the Southeast corner of said 251.44 acre tract and being 4.38 feet- North 7 degrees 34 minutes 08 seconds West of a 4 inch pipe post in a fence corner, said 1 point also being at the Northeast corner of Lot No. 1 of Block No. 7 of Valentine Shoreline Subdivision in Cabinet 1, Slide 207, Plat Records of Kaufman County, Texas and being the Southeast corner of this tract;
THENCE North 87 degrees 34 minutes 38 seconds West along the North line of said subdivision a distance of 254.57 feet to a 1/2 inch iron rod found at the Northwest corner of said Lot No. 1 and the northeast corner of 50 foot wide Lake Shore Drive;
THENCE North 87 degrees 22 minutes 13 seconds West along the North end of said 50 foot wide road a distance of 53.47 feet to a 1/2 inch iron rod found at the Northwest corner of said road;

THENCE North 87 degrees 35 minutes 25 seconds West along the North line of said subdivision and the South line of said 251.44 acre tract a distance of 487.0 feet to a 1/2 inch iron rod with a yellow top set in a fence corner at the Southeast corner of a tract to Jimmy Valentine in Volume 693, Page 284, Deed Records of said county for a Southwest corner of this tract;

THENCE North 0 degrees 54 minutes 37 seconds East along the old fence along the West line of said 251.44 acre tract and the East line of said Valentine tracts a distance of 876.15 feet to a fence corner post at a fence to the West for an angle;

THENCE North 1 degree 11 minutes 59 seconds East along an old fence along the West line of said 251.44 acre tract and the East line of the Bobby Joe Valentine 13.953 acre tract a distance of 486.24 feet to a 1/2 inch iron rod with a yellow top set in a fence corner at the Northeast corner of said 13.953 acre tract and an old 50 acre tract for an inside corner of this tract;

THENCE South 89 degrees 04 minutes 12 seconds West along the North line of said 13.953 acre tract and a South line of said 251.44 acre tract and an old fence a distance of 1,352.23 feet to a T- Post in the East line of said Baker Cemetery for a corner of this tract;

THENCE North 3 degrees 23 minutes 14 seconds East along a chain link fence along the East line of said Baker Cemetery and the Gossett Cemetery a distance of 589.83 feet to a 1/2 inch iron rod found in concrete in the fence corner at the Northeast corner of said Gossett Cemetery for an inside corner of this tract;

THENCE South 4 degrees 11 minutes 52 seconds West along said chain link fence and West line of said Gossett Cemetery and a East line of said 251.44 tract a distance of 597.03 feet to the place of beginning and containing 129.95 acres of land.

SAVE AND EXCEPT:

All that certain lot, tract or parcel of land situated in Kaufman County, Texas on the John Baker Survey, Abstract No. 17 and being a part of a called 129.95 acre tract conveyed to Cedar Creek Development, Ltd. by 242 Limited Partnership by deed dated May 17, 2005 and recorded in Volume 2644, Page 50 of the Deed Records of Kaufman County, Texas. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set in the East line of the Jimmy Mack Valentine tract recorded in Volume 693, Page 284 and the most Southerly West line of the called 129.95 acre tract and being North 0 degrees 57 minutes West 60.00 feet from a 1/2 iron rod found at the most Southerly Southwest corner of the called 192.95 acre tract and also being the Northeast corner of a 60' wide strip surveyed this date;

THENCE North 0 degrees 57 minutes 08 seconds East 334.15 feet to a wooden fence post in concrete at the Northeast corner of the Jimmy Valentine 0.829 acre tract recorded in Volume 603, Page 776 and in the Southerly Southwest line of the called 129.95 acre tract;

THENCE North 88 degrees 41 minutes 36 seconds East, 50 feet to a 1/2 inch iron rod set for corner;

THENCE South 0 degrees 56 minutes 43 seconds West, 336.12 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 degrees 02 minutes 43 seconds West 50 feet to the PLACE OF BEGINNING and CONTAINING 0.385 acres of land, more or less.

TRACT 2:

All that certain lot, tract or parcel of land situated in Kaufman County, Texas on the John Baker survey, A-17 and being a part of a tract conveyed to Jimmy Mack Valentine by Joseph C. Cutrie and wife, Frances E. Cutrie by deed dated February 24, 1981 and recorded in Volume 693, Page 284 of the Deed Records of Kaufman County, Texas. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the Southeast corner of the Valentine tract, the most Southerly Southwest corner of the Cedar Creek Lake Development, Ltd. 129.95 acre tract recorded in Volume 2644, Page 50 and the North line of the Valentine Shores, Lot 1, Block 1 as shown by plat recorded in Cabinet 1, Slide 207 of the Kaufman County Plat Records;

THENCE North 88 degrees 43 minutes 41 seconds West 60.50 feet to a chain link fence corner in the East margin of County Road 4042 and the Northwest corner of Lot 1;

THENCE North 23 degrees 43 minutes 58 seconds West 65.66 feet to a 1/2 inch rod set in the Northeast margin of county Road 4042 and the Southwest line of the Valentine tract;

THENCE South 89 degrees 02 minutes 49 seconds East 87.92 feet to a 1/2 inch rod set in the East line of the Valentine tract at the Southwest corner of a 50' wide strip surveyed this day;

THENCE South 0 degrees 57 minutes West 60.00 feet to the place of beginning and containing 0.102 acres of land, more or less.

TRACT 3:

All that certain 120.13 acre tract of land as situated in the State of Texas, County of Kaufman and located in the John Baker Survey, Abstract No. 17 and being a part of the called 215.44 acre tract as described in the deed from Genecov Investments, LTD to 242 Limited Partnership and recorded in Volume 2423, Page 261, Official Public Records of Kaufman County, Texas and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a yellow top and cap no. 1581 set in the fence corner at the intersection of the North line of Valentine Road and the East line of county road No. 4043 at an off-set in said roads for a corner of this tract;

THENCE North 0 degrees 09 minutes 56 seconds East along said fence along the East line of said county road No. 4043 and the East end of county road no. 4042 a distance of 73 18 feet to a 1/2-inch iron rod with a yellow top and cap no. 1581 set in a fence corner at the Northeast corner of said county road no. 4042 and no. 4043 for a corner of this tract;

THENCE South 89 degrees 54 minutes 54 seconds West along the fence and North line of said county road no. 4042 a distance of 1,802.87 feet to a 1-inch pipe found in the fence corner in the North line of said county road at the occupied Southwest corner of said Genecov Investments, LTD tract and the Southeast corner of the A. J. Haffey, et ux 10.255 acre tract in Volume 584, Page 808, Deed Records of said county for the Southwest corner of this tract;

THENCE North 0 degrees 06 minutes 56 seconds West along the West line of said Genecov Investments, LTD tract and the East line of said 10.255 acre tract a distance of 1,465.89 feet to a 1/2-inch iron rod with a yellow top and cap no. 1581 set for a corner of this tract;

THENCE East along the South line of a called 45.813 acre tract and a North line of said Genecov tract a distance of 128.0 feet to a 1/2-inch iron rod with a yellow top and cap no. 1581 set at the Southeast corner of said 45.813 acre tract and an inside corner of said Genecov tract for an inside corner of this tract;

THENCE North 0 degrees 45 minutes 42 seconds East along an old fence along the East line of Haffey, et ux and the West line of said Genecov tract a distance of 994.54 feet to a point for a Northwest corner of this tract;

THENCE South 89 degrees 14 minutes 18 seconds East a distance of 202.06 feet to a point for a corner of this tract;

THENCE South 87 degrees 05 minutes 33 seconds East a distance of 326.68 feet to a point for a corner of this tract;

THENCE North 78 degrees 33 minutes 06 seconds East a distance of 95.70 feet to a point for a corner of this tract .

THENCE South 87 degrees 40 minutes 56 seconds East a distance of 198.17 feet to a point for a corner of this tract;

THENCE South 74 degrees 13 minutes 39 seconds East a distance of 164.96 feet to a point for a corner of this tract;

THENCE South 68 degrees 07 minutes 06 seconds East a distance of 1,170.20 feet to a point for a corner of this tract;

THENCE South 55 degrees 47 minutes 41 seconds East a distance of 160.08 feet to a point for a corner of this tract;

THENCE South 28 degrees 23 minutes 36 seconds East a distance of 195.1 feet to a point for a corner of this tract;

THENCE South 3 degrees 54 minutes 46 seconds West a distance of 222.13 feet to a point for corner of this tract;

THENCE South 21 degrees 08 minutes 28 seconds West a distance of 548 .85 feet to a point for a corner of this tract;

THENCE South 0 degrees 37 minutes 50 seconds West a distance of 255.21 feet to a point for a corner of this tract;

THENCE South 15 degrees 57 minutes 04 seconds East a distance of 487.24 feet to a point for a corner of this tract;

THENCE South 6 degrees 15 minutes 46 seconds West a distance of 197.39 feet to a point for a corner of this tract;

THENCE South 0 degrees 38 minutes 22 seconds East a distance of 123.3 feet to point in the fence and North line of said Valentine Road for a corner of this tract;

THENCE South 89 degrees 21 minutes 38 seconds West along the fence and North line of said Valentine Road a distance of 523.35 feet to the place of beginning and containing 120.13 acres of land.

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2019-0010893

Billable Pages: 4
Number of Pages: 5

| FILED AND RECORDED - REAL RECORDS | CLERKS COMMENTS |
|--|-----------------|
| <p>On: 05/15/2019 at 10:29 AM</p> <p>Document Number: <u>2019-0010893</u></p> <p>Receipt No: <u>19-10029</u></p> <p>Amount: \$ <u>38.00</u></p> <p>Vol/Pg: <u>V:6011 P:72</u></p> | <p>MAILBACK</p> |



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Elsa Smith, Deputy

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

Record and Return To:

CEDAR CREEK PRESERVATION LLC
ATTN RICHARD GRANDY
10670 N CENTRAL EXPRESSWAY SUITE 470
DALLAS, TX 75231



AFTER RECORDING RETURN TO:

Cedar Creek Preservation, LLC
10670 N. Central Expressway
Suite 470
Dallas, TX 75231
Attn: Richard Grandy

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EDGEWATER AT CEDAR CREEK LAKE**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Edgewater at Cedar Creek (this "Amendment"), is made by **CEDAR CREEK PRESERVATION, LLC**, a Texas limited liability company and its successors and assigns (the "Declarant"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Edgewater at Cedar Creek Lake, recorded as Document No. 2017-0013241, Official Public Records of Kaufman County, Texas (the "Declaration").

B. Pursuant to *Section 11.4* of the Declaration, during the Declarant Control Period, the Declaration may be unilaterally amended by the Declarant.

C. The Declarant Control Period is the period commencing on the date of the Declaration and continuing until one hundred percent (100%) of all Lots have been sold by Declarant to third party purchasers. The Declaration was recorded on June 12, 2017 and the Declarant has not sold all of the Lots to third party purchasers; as such, the Declarant Control Period is still in effect.

D. Declarant now desires to amend the Declaration as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. Common Areas. Section 3.5.G of the Declaration is hereby deleted in its entirety and replaced with the following:

"G. To construct new Improvements or additions to the Common Areas; and"

2. Architectural Control over the Joint Use Area. Owners of Lots adjacent to Cedar Creek Lake may have rights in common with the Tarrant Regional Water District to use certain real property adjacent to the Lots identified as the "Phase II Lake Lease Area" on Exhibit A-1

attached hereto (the "Joint Use Area"). The Tarrant Regional Water District requires a permit for all construction, placement or operation of any structure, improvement or facility of any type, or to excavate or place fill materials in the Joint Use Area, including any additions to or modifications to any existing structure. Declarant hereby amends the Declaration to subject the Joint Use Area to the Architectural Control provisions in Article VII of the Declaration as follows:

- a. Exhibit A-1 to this Amendment is hereby attached to and incorporated into the Declaration as Exhibit A-1.
 - b. Section 8.3 of the Declaration is hereby amended to add the words "or in the Joint Use Area described on Exhibit A-1 attached hereto (the "Joint Use Area") after the words "on any Lot."
 - c. The following two sentences are hereby added at the end of Section 8.3: In the Joint Use Area, buildings, fences, walls or other structures, that obstruct the view of Owners shall not be permitted. Use and construction of structures and improvements in the Joint Use Areas are subject to all requirements and regulations of the Tarrant Regional Water District and the Committee review process in this Article VIII is in addition to any other applicable governmental permitting requirements related to structures or improvements in the Joint Use Area in effect from time to time.
3. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is recorded.

DECLARANT:

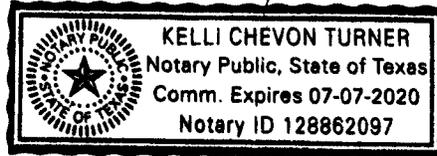
CEDAR CREEK PRESERVATION, LLC,
a Texas limited liability company

By: 
Richard G. Grandy, Manager

STATE OF TEXAS §

§

COUNTY OF DALLAS §

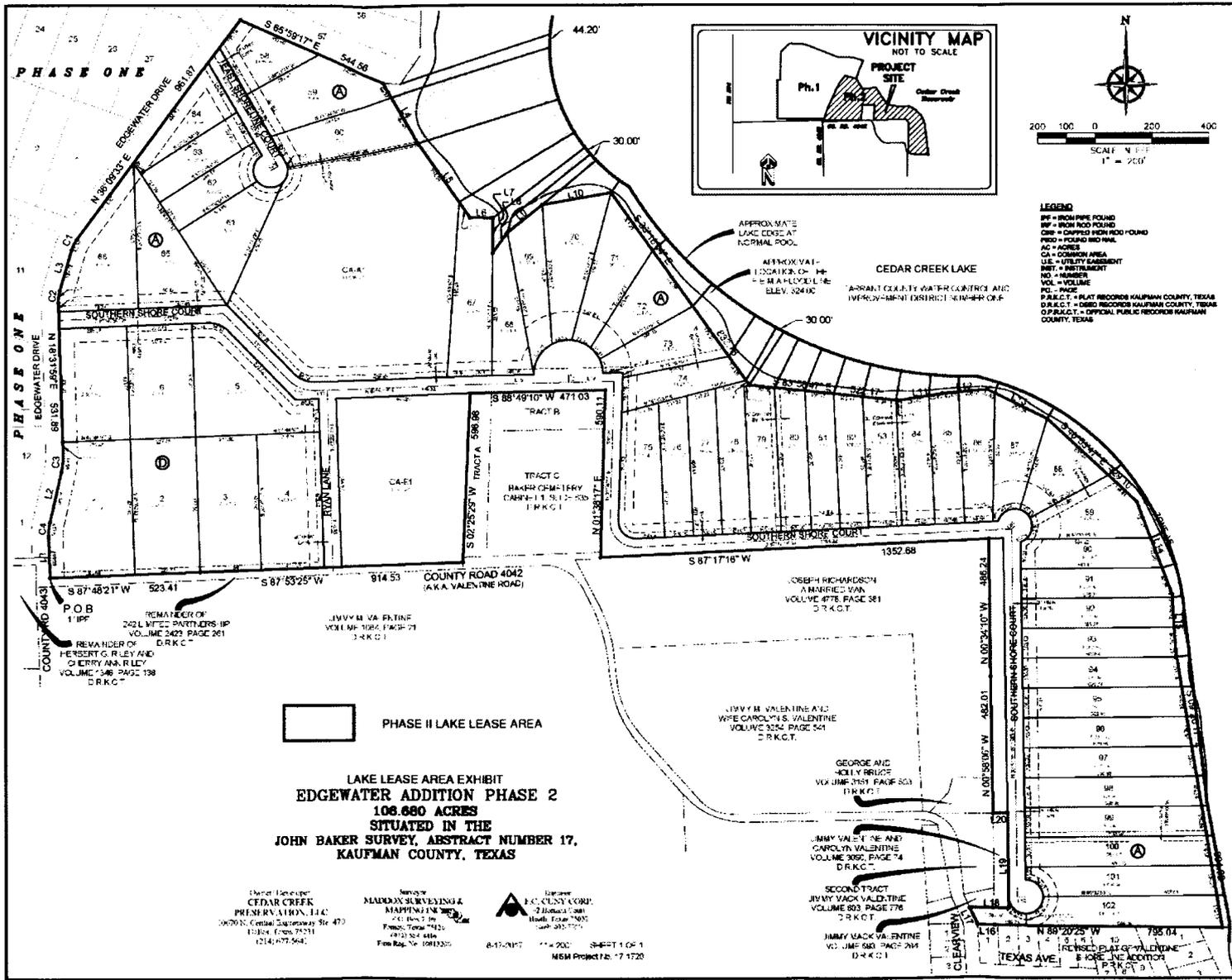


This instrument was acknowledged before me on the 6th day of May,
2019, by Richard G. Grandy, Manager of Cedar Creek Preservation, LLC, a Texas limited liability
company on behalf of said entity.


Notary Public - State of Texas

My Commission Expires:

EXHIBIT A-1



INST # 2019-0010893
Filed for record in Kaufman County
On: 5/15/19 at 10:29 AM

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2020-0033007

Billable Pages: 25
Number of Pages: 26

| FILED AND RECORDED – REAL RECORDS | CLERKS COMMENTS |
|--|--------------------|
| <p>On: 10/23/2020 at 01:42 PM</p> <p>Document Number: <u>2020-0033007</u></p> <p>Receipt No: <u>20-27867</u></p> <p>Amount: \$ <u>122.00</u></p> <p>Vol/Pg: <u>V:6648 P:442</u></p> | <p>E-RECORDING</p> |



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Kylie Doss, Deputy

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

Record and Return To:

TEXAS STAR COMMUNITY MANAGEMENT, LLC
6401 CUSTER ROAD S
SUITE 2020, TX 75070



**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
EDGEWATER AT CEDAR CREEK LAKE**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF KAUFMAN §**

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR EDGEWATER AT CEDAR CREEK LAKE PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE (this “Amended By-laws”) is made this 15 day of October, 2020, by Edgewater at Cedar Creek Lake Homeowners’ Association, Inc. (the “Association”).

WITNESSETH:

WHEREAS, Cedar Creek Preservation, LLC. (“Declarant”) prepared and recorded an instrument entitled “Declaration of Covenants, Conditions and Restrictions Edgewater at Cedar Creek Homeowners Association” on June 12, 2017, as Instrument No. 2017-0013241 of the Real Property Records of Kaufman County, Texas (the “Declaration”); and

WHEREAS, the Association is the property owners association created by the Declarant to manage or regulate the planned unit development covered by the Declaration, which regime is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the Real Property Records of Kaufman County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Kaufman County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Amended Bylaws for Edgewater at Cedar Creek Lake to be executed by its duly authorized agent as of the date first above written.

