

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
FOR
BROOKBEND GROVE SUB-DIVISION**

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
BROOKBEND GROVE SUB-DIVISION**

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AMENDED AND RESTATED DECLARATION OF COVENANTS, ~~CONDITIONS & RESTRICTIONS~~

**FOR
CONDITIONS & RESTRICTIONS
FOR
BROOKBEND GROVE SUB-DIVISION**

This Amended and Restated Declaration of Covenants, Conditions & Restrictions for Brookbend Grove ~~is made by Richard Fisher & Jerry Potter on the date signed below. Declarant desires to develop the real property described in Appendix A of this Declaration~~(the “Declaration”) is made 2023 for a residential community to be known as Brookbend Grove a ~~sub-division~~subdivision in Ellis County.

~~Declarant further desires to provide for the preservation and maintenance of portions of Brookbend Grove, and to protect the value, desirability, and attractiveness of Brookbend Grove. Declarant deems it advisable to create a property owners association to perform these functions and activities more fully described in this Declaration.~~

~~As shown on Appendix E of this Declaration, the owners of the real property described in Appendix A consent to this Declaration and desire to subject their properties to the covenants, conditions, and restrictions contained herein. Therefore, Declarant hereby declares that the real property described in Appendix A is subject to this Declaration.~~

WITNESSETH

Richard Fisher or Richard Fisher together with Jerry Potter, entered into the following certain documents, encumbering certain real property in Ellis County, Texas, such real property being described on Exhibit A attached hereto and incorporated herein as if set forth in full (the “Property”):

1. Brookbend Grove Deed Restrictions, Phase I, recorded at Volume 01393, Page 0757 of the Real Property Records of Ellis County, Texas.

2. Brookbend Grove Deed Restrictions, Phase II, recorded at Volume 01421, Page 001 of the Real Property Records of Ellis County, Texas.

3. Declaration of Covenants, Conditions & Restrictions for Brookbend Grove (the “Original Declaration”), recorded on July 1, 1998, as Instrument 9813271, Volume 1467, Page 288 in the Real Property Records of Ellis County, Texas.

4. Declaration of Covenants, Conditions and Restrictions for Brookbend Grove Subdivision, recorded May 15, 1998, as Instrument 9911542, at Volume 01571, Page 0663, Real Property Records, Ellis County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions & Restrictions for Brookbend Grove recorded at Volume 1980, Page 1595 in the records of Ellis County, Texas

(together, the “Original Declaration”).

In accordance with the Original Declaration and the Texas Property Code, pursuant to the action of the Owners of at least 67% of the votes held by Owners, this Declaration has been proposed and approved;

NOW THEREFORE, the Declaration, having been duly adopted by the Owners in accordance with the Original Declaration, this Declaration is hereby adopted and supersedes and replaces the Original Declaration in its entirety (to be clear the Declaration supersedes and replaces each and every document listed above) and, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1 **DEFINITIONS**

~~**DEFINITIONS.**~~—The following words and phrases, whether or not capitalized have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

~~NOW, THEREFORE, it is declared that all of the property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.~~

~~1.1.~~—“ACC” means the Architectural Control Committee of the Association, created according to this Declaration to review and approve plans for the construction and maintenance of Improvements on the Property.

“ACC Rules” means the rules and regulations adopted by the ACC, as amended from time to time

~~1.2.~~—“Area of Common Responsibility” means portions of real property and improvements thereon that are maintained by the Association, as described in Section 2.4 below.

~~1.3.~~—“Assessment” means any charge levied against a ~~lot~~Lot or ~~owner~~Owner by the Association, pursuant to the Documents or State law.

~~1.4.~~—“Association” means Brookbend Grove Owners Association, Inc. the association of ~~owners~~Owners of all lots in the Property, and serving as the “property owner’s association” defined in Section 202.001 (2) of the Texas Property Code.

“Association Rules” means the rules and regulations adopted by the Board, as amended from time to time.

~~1.5.~~—“Board” means the board of directors of the Association.

“Bylaws” means the Bylaws of the Association which may be adopted by the Board, as amended from time to time.

~~1.6.~~—“Common Area” means all land in the Property other than the numbered lots and publicly dedicated streets, whether or not the land is so labeled on the plat.

~~1.7.~~—“Declarant” means Richard Fisher & Jerry Potter DBA Brookbend Joint Venture.

~~1.8.~~ “Declarant Control Period” means that period of time, beginning the date this Declaration is recorded, during which Declarant controls the operation of the Association, ~~pursuant to Appendix C of this Declaration~~ which Declarant Control Period has expired.

~~1.9.~~ “Declaration” means this ~~document~~ instrument, as it may be amended from time to time.

~~1.10.~~ “Development Period” means that period of time, beginning the date this Declaration is recorded, during which Declarant reserves certain rights for expansion of the Property, and the marketing and build-out of lots, ~~pursuant to Appendix C of this Declaration~~ which Development Period has expired.

~~1.11.~~ “Documents” or “Governing Documents” means, ~~singly~~ singularly or collectively as the case may be, this Declaration, the plat, the bylaws with the Association’s articles of incorporation and/or Certificate of Formation when and if filed in the future, ~~and the rules of ACC Rules, the Association Rules, and any Board policies,~~ as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document.

“Improvement” means every structure and all appurtenances to structures of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air condition, water-softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas electric, telephone, regular or cable television or other utilities.

“Lot(s)” means any parcel or parcels of land within the Property shown as a subdivided lot on any Plat of the Subdivision, together with all Improvements located on the parcel or parcels.

~~1.12. “Lot” means a portion of the Property intended for independent ownership, on which there is or will be constructed a dwelling, as shown on the Plat. Where the context indicates or requires, “lot” includes all improvements thereon.~~

~~1.13. “Majority” means more than half.~~

~~1.14.~~ “Member” means a member of the Association, each member being an ~~owner~~ Owner of a lot, unless the context indicates that member means a member of the ~~board~~ Board or a member of a committee of the Association.

~~1.15.~~ “Owner” means a holder of recorded fee simple title to a lot. Declarant is the initial ~~owner~~ Owner of all lots. Contract sellers and mortgagees who acquire title to a lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are ~~owners~~ Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not ~~owners~~ Owners. Every ~~owner~~ Owner is a ~~member~~ Member of the Association.

“Plans and Specifications.” Means any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

~~1.16.~~ “Plat” means all plats, singly and collectively, recorded or to be recorded in the Real Property Records of Ellis County, Texas, and pertaining to Brookbend Grove, being in Ellis County,

Texas, including all dedications, limitations, restrictions, easements, and reservations shown on the plat, as it may be amended from time to time. The initial plats were recorded in the Public Records of Ellis County, Texas as _____.

~~1.17.~~ “Property” means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is Brookbend Grove Subdivision. The Property is located on land described in Appendix A to this Declaration, and includes every lot thereon.

“Subdivision” means Brookbend Grove subdivision in Ellis County, Texas, according to the Plats.

ARTICLE 2 PROPERTY SUBJECT TO DOCUMENTS

2.1. Property. The real property described in ~~Appendix~~Exhibit A has been and is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant’s representations and reservations in the ~~attached~~Appendix C attached to the Original Amended Declaration which runs with the ~~real property~~Property and ~~bind~~binds all parties having or acquiring any right, title, or interest in the ~~property~~Property, their heirs, successors, and assigns, and inure to the benefit of each ~~owner~~Owner of the ~~property~~Property.

~~2.2. Additional Property. Declarant plans, but is not obligated to devote, 2 acres of additional property to be used by owners of Brookbend Grove as a park area. The responsibility for this Common Area is more fully described in Article 6.2.4.~~

All Lots and Improvement thereon shall be used for residential purposes only. No Owner shall conduct, transmit, permit or allow any type or kind of commercial or home business or home profession or hobby on his Lot which would: (i) attract automobile, vehicular or pedestrian traffic to the Lot; or (ii) involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Owners within the Association. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of any governmental authority having jurisdiction over the Lot.

2.2. Intentionally Deleted.

2.3. Overall Development. As originally conceived by Declarant, the initial two phases of the Property ~~consists~~consist of 61 individually owned ~~lots~~Lots to be improved with detached ~~single family~~single-family dwellings facing public streets, and some common grounds. Declarant ~~plans~~planned, but ~~is~~did not ~~obligated to~~ develop, a third phase ~~consisting of appx. 67 lots and common grounds.~~

2.4. Area of Common Responsibility. Area of Common Responsibility consists of the following components on or adjacent to the Property, even is located on a lot or a public right-of-way.

2.4.1 The Common Areas shown on the plat, and all improvements, signage, and equipment thereon.

2.4.2 All of the Property other than the numbered lots intended for detached dwellings; provided that if the streets are publicly dedicated, then only to the extent they are not maintained by the county or city if annexed in the future.

2.4.3 Fixtures and improvements on or appurtenant to the streets and which are intended for the use, operation, or maintenance of the streets, including but not limited to traffic signs; provided that if the streets are publicly dedicated, then only to the extent they are not maintained by the county or city if annexed in the future.

2.4.4 The formal entrance to the Property and all improvements related thereto, including signage, landscaping, electrical and water installations, and planter boxes.

2.4.5 Installations of multiple mailboxes, referred to as gang boxes.

2.4.6 Any right, title, or interest in real property that is held by the Association for the use and benefit of ~~owners~~Owners or residents of the Property, including any lot owned by the Association.

2.4.7 Any modifications, replacement, or addition to any of the above-described areas and improvements.

2.5. Maintenance Easement for ~~Mail-Boxes~~Mailboxes. The Association is granted a perpetual easement (the "Maintenance Easement") over each lot that abuts or contains a portion of the community mailboxes for the purposes stated in this Section, regardless of whether or how the Plat shows the easement for the location of the mailboxes.

2.5.1 ~~2.5.1~~ Easement Lots. On recording this Declaration, Declarant burdens lots on which community mailboxes are installed, hereafter referred to as the "Easement Lots," with the Maintenance Easement.

2.5.2 ~~2.5.2~~ Purpose of Easement. The purpose of the Maintenance Easement is to provide for the existence, repair, improvement, and replacement of the Property's mailboxes, to be maintained by the Association as an Area of Common Responsibility. In exercising this Maintenance Easement, the Association may construct, maintain, improve, and replace improvements reasonably related to the existence and use of the mailboxes.

2.5.3 ~~2.5.3~~ Rights Reserved. The ~~owners~~Owners of the Easement Lots will have the continual use and enjoyment of their lots for any purpose that does not interfere with and prevent the Association's use of the Maintenance Easement.

2.5.4 ~~2.5.4~~ Temporary Easement. In addition to the easement granted herein, the Association has the temporary right, from time to time, to use as much as the surface of an Easement Lot as may be reasonably necessary for the Association to perform its contemplated work on the Maintenance Easement.

2.5.5 ~~2.5.5~~ Duration and Termination of Easement. This easement is perpetual. The Maintenance Easement will terminate when the purpose of the easement ceases to exist, is abandoned by the Association, or becomes impossible to perform.

2.5.6 ~~2.5.6.~~ Assignment. The Association may assign this easement, or any portion thereof, to the county if the county agrees to accept the assignment or the city if annexed in the future.

2.5.7 ~~2.5.7.~~ Exclusiveness of Easement. The Easement, rights, and privileges granted by this Section are exclusive, and Declarant covenants not to convey any other easement or conflicting rights in the area covered by this grant.

2.6. Streets Within Property. Because streets, alleys, and cul de sacs within the Property (hereafter “streets”) are capable of being converted from publicly dedicated to privately owned, and vice versa, this Section addresses both conditions. Private streets are part of the ~~common area~~Common Area and Area of Common Responsibility, which are governed by the Association. Public streets are part of the Area of Common Responsibility to the extent they are not maintained or regulated by the county. To the extent not prohibited by public law, the Association, acting through the ~~board~~Board, is specifically authorized to adopt, amend, repeal, and enforce rules, regulations, and procedures for use of the streets, including but not limited to:

2.6.1 Identification of vehicles used by ~~owners~~Owners and residents, and their families and guests.

2.6.2 Designation of speed limits and parking or no-parking areas.

2.6.3 Removal or prohibition of vehicles that violate applicable rules and regulations.

2.6.4 Fines for violations of applicable rules and regulations.

2.7. ~~OTHER EASEMENTS~~Other Easements.

2.7.1 ~~2.7.1.~~ Utility Easement. The Association may grant permits, licenses, and easements over ~~common areas~~Common Areas and the Area of Common Responsibility for utilities, roads, and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property, provided, however, this easement may not be exercised without prior notice to the ~~board~~Board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

2.8. Addition of Land. The Board may, at any time and from time to time, add land to the Property and annex such land into the Subdivision and jurisdiction of the Association, and on such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth in it will apply to the added land, and the rights, privileges, duties, and liabilities of the Persons subject to this Declaration will be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property under this Declaration, the Board will be required only to record in the Official Records of Real Property of Ellis County, Texas, a notice of addition of land containing the following provisions:

2.8.1 A reference to this Declaration, which must include the book and page numbers of the Official Records of Real Property of Ellis County, Texas, in which this Declaration is recorded.

2.8.2 A statement that the provisions of this Declaration will apply to the added land.

2.8.3 A legal description of the added land.

ARTICLE 3
ARCHITECTURAL COVENANTS AND CONTROL

BEFORE MAKING ANY IMPROVEMENT OR ALTERATION TO A LOT OR IMPROVEMENT ON A LOT, A BUILDER OR OWNER MUST APPLY FOR THE ACC'S PRIOR WRITTEN APPROVAL

3.1. ~~PURPOSE~~Purpose. Because the ~~lots~~Lots are part of a single, unified residential development, the Association has the right to regulate the design, use, and appearance of the lots in order to preserve and enhance the Property's value and architectural harmony. The purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained.

~~3.2. ARCHITECTURAL CONTROL COMMITTEE. During the Development Period, Declarant appoints the ACC pursuant to Appendix C. After the Development Period, the ACC consists of 3 persons appointed by the board, at the board's option, the board may act as the ACC. Members of the ACC need to be owners or residents. The board, acting through the Acc, may adopt, publish, and enforce architectural guidelines and procedures for obtaining architectural approval.~~

3.2. Architectural Control Committee. The ACC will consist of not more than 3 voting members ("Voting Members") appointed by the Board and any additional nonvoting members serving in an advisory capacity ("Advisory Members") that the Voting Members deem appropriate. Voting Members of the ACC must be Owners and may not be related to or live in the same household as any member of the Board. The Board, acting through the ACC, may adopt, publish, and enforce ACC rules, including and procedures for obtaining ACC approval provided that such ACC rules are in accordance with this Declaration, the Bylaws and Texas law. No current Board member, spouse of a current Board member, or any other person permanently living in a current Board member's house may serve as a Voting Member.

3.3. Action By Architectural Committee. Items presented to the ACC will be decided by a majority vote of the Voting Members.

3.4. Advisory Members. The Voting Members may from time to time designate Advisory Members.

3.5. Term. Voting Members will serve a two (2) year term and may serve consecutive terms if so appointed by the Board. Each Voting Member of the ACC will hold office until such time as his term has expired, he has resigned or has been removed or his successor has been appointed, as provided in this Declaration. If any Voting Member dies or resigns, the remaining voting Member or Voting Members will have full authority to act until a replacement Voting Member or Voting Members have been designated by the Board.

~~3.6. 3.3. PROHIBITION OF CONSTRUCTION, ALTERATION & IMPROVEMENT~~Prohibition Of Construction, Alteration & Improvement. Without the ACC's prior written approval, a person may not construct an Improvement, a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property, if it will be visible from a street or another lot. The ACC has the right but not the duty to evaluate every aspect of

construction, landscaping, and property use that may adversely affect the general value or appearance of the Property. Any building Improvement visible from a street or another Lot must match or complement the main dwelling on the Lot.

3.7. ~~3.4-~~ ACC Approval. To request ACC approval, an ~~owner~~ Owner must make written application to the ACC and submit 2 identical sets of ~~plans and specifications~~ proposed Plans and Specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a ~~variance~~ Variance is sought. The ACC will return one set of ~~plans and specification~~ approved Plans and Specification to the applicant marked with the ACC's response, such as "Approved" or "Denied." The ACC will retain the other set of ~~plans~~ Plans and ~~specification~~ Specification, together with the application for the Association's files.

3.7.1 ~~3.4.1~~ Deemed Approval. If an ~~owner~~ Owner has not received the ACC's written approval or denial within 60 days after delivering his complete application to the ACC, the ~~owner~~ Owner may assume that his request has been approved by the ACC. The ~~owner~~ Owner may then proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner.

~~BEFORE MAKING ANY IMPROVEMENT OR ALTERATION TO A LOT OR DWELLING, A BUILDER OR OWNER MUST APPLY FOR THE ACC'S PRIOR WRITTEN APPROVAL~~

3.8. ~~3.5-~~ ACC GUIDELINES Guidelines. The Association may publish ACC Rules, including, but not limited to architectural restrictions, guidelines, and standards developed by the ACC, subject to revision from time to time, including revisions to reflect changes in technology, style, and taste. The Association, acting through the ACC, has the right to establish and enforce ACC Rules, including, but not limited to architectural restrictions, guidelines, and standards relating to every aspect of proposed or existing ~~improvements~~ Improvements on a lot, including but not limited to dwellings, fences, and landscaping, and further including replacements or modifications of original construction or installation.

3.9. Variance. The ACC may grant variances (each a "Variance," collectively, "Variances") from compliance with any of the provisions of this Declaration when, in the opinion of the ACC, in its sole and absolute discretion, the Variance will not impair or detract from the high-quality development of the Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. Despite anything to the contrary in this Declaration, the ACC is authorized, at its sole discretion, to waive any requirements relating to garages (including size), carports, dwelling size, Masonry requirements, fences, and setbacks, and the decision will be binding on all Owners of Property encumbered by this Declaration. All Variances must be evidenced by written instrument in recordable form and must be signed by at least 2 of the Voting Members of the ACC. The granting of a Variance will not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the Variance, and a Variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Declaration

3.10. Actions of the Architectural Committee. The ACC may, by a resolution unanimously adopted in writing, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the ACC. In the absence of a designation, the vote of the majority of all of the members of the ACC taken without a meeting will constitute an act of the

ACC. Despite anything to the contrary, if the ACC fails to respond to a request for approval of Plans and Specifications within 30 days of receiving all required information, the ACC will be deemed to have approved the Plans and Specifications.

3.11. No Waiver of Future Approvals. The approval or consent of the ACC to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or any other matter subsequently or additionally submitted for approval or consent by the same or a different Person.

3.12. Work in Progress. The ACC, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

3.13. Address. Plans and Specifications will be submitted to the ACC at an address as may be designated from time to time.

3.14. Fees. The ACC will have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

3.15. Appeals. A decision by the ACC denying an application or request made by an Owner for the construction of Improvements or alterations to any Improvements may be appealed to the Board. After determining that such an application or request shall be denied, the ACC must provide the Owner with a written notice of the denial by certified mail, hand delivery or electronic delivery. The notice must:

1. Describe the basis for the detail in reasonable detail and changes, if any, to the application or Improvements required as a condition to approval; and

2. Inform the Owner that the Owner may request a hearing under this section on or before the 30th day after the date the notice was mailed to the Owner.

The full Board shall hold a hearing under this section 3.15 not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request, in writing, and shall be granted, a postponement for a period of not more than ten days.

During a hearing the Board or the Board's designated representative and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts and resolve the denial of the Owner's application or request for the construction of Improvements, and the changes, if any, required by the ACC in the notice provided to the Owner. Audio recordings of any hearings by either party are permitted.

After the hearing, the Board may affirm, modify or reverse, in whole or in part, any decision of the ACC as consistent with the Declaration and Governing Documents.

ARTICLE 4 CONSTRUCTION AND USE RESTRICTIONS

4.1. ~~SUBJECT TO RULES & RESTRICTIONS~~ Subject to Rules & Restrictions. In addition to the restrictions contained in this Article, each ~~lot~~ Lot is subject to any architectural restrictions developed by the ACC and rules adopted by the ~~board~~ Board. The provisions of this Article may be

treated as the minimum requirements for improving and using a ~~lot~~Lot. The ACC and the ~~board~~Board may promulgate additional rules and restrictions, as well as interpretations, additions, and specifications of the restrictions contained in this Article. Without the Association's prior written approval for a ~~variance~~Variance, the use of the Property and the Lots is subject to the restrictions contained in this Article.

4.2. ~~ASSOCIATION'S RIGHT TO PROMULGATE RULES~~Association's Right to Promulgate Rules. The Association, acting through its ~~board~~Board, is granted the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions thereof, regarding the maintenance and appearance of the Property, operation of the Association, administration of the Documents, and the quality of life for residents of the Property.

4.3. ~~CONSTRUCTION RESTRICTIONS~~Construction Restrictions. Without the ACC's prior written approval for a ~~variance, improvements~~Variance, Improvements constructed or installed on ~~every lot~~any Lot must have the characteristics described in Appendix B and must follow and adhere to any other rules or restrictions adopted by the ACC and/or the Board.

4.4. ~~ANNOYANCE~~Annoyance. No ~~lot~~Lot may be used in any that: (a) may reasonably be considered annoying to neighbors; (b) may be calculated to reduce the desirability of the Property as a residential neighborhood; (c) may endanger the health or safety of residents; or (d) will violate any law. The ~~board~~Board has the sole authority to determine what constitutes an annoyance.

4.5. ~~ANIMALS~~Animals. For purposes of this Section, the term "animal" includes mammals, birds, fish reptiles, and insects of any kind. Customary domesticated household pets may be kept subject to rules adopted by the ~~board~~Board. Without the ~~board's~~Board's prior written approval, and unless the rules provided otherwise, residents must comply with the following requirements:

4.5.1 ~~4.5.1.~~ Number. No more than 2 a total of 4 dogs and/or cats may be maintained in each dwelling or on each ~~lot~~Lot.

4.5.2 ~~4.5.2.~~ Prohibited Types. No animal may be kept, maintained, raised, or bred anywhere on the Property for a commercial purpose or for food. No resident may keep a farm animal, dangerous animal, exotic animal, or any other animal deemed by the ~~board~~Board, in its discretion, to be a potential threat to the well-being of people or other animals.

4.5.3 ~~4.5.3.~~ Disturbance. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other ~~lots~~Lots. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. Dogs and cats may be kept in fenced yards only if they do not disturb or annoy people on the ~~property~~Property. The ~~board~~Board is the sole arbiter of what constitutes a disturbance or annoyance. If the ~~board~~Board determines that a dog or cat disturbs people, the ~~board~~Board may permanently revoke the privilege of keeping the dog or cat in the fenced yard. Thereafter, the dog or cat must be maintained inside the dwelling.

4.5.4 ~~4.5.4.~~ Pooper Scooper. Resident is responsible for the removal of his pet's wastes from the Property. A resident must curb his pet from relieving itself on the common area or the lot of another ~~owner~~Owner.

4.5.5 ~~4.5.5.~~ Liability. An ~~owner~~Owner is responsible for any property damage, injury, or disturbance caused or inflicted by an animal kept on the ~~lot~~Lot. The ~~owner~~Owner must compensate any person injured by the animal. The ~~owner~~Owner of a ~~lot~~Lot on which an animal

is kept is deemed to indemnify and to hold harmless the ~~board~~Board, the Association, and other ~~owners~~Owners and residents, from any loss, claim, or liability resulting from any action of the animal or arising by reason of keeping the animal on the Property.

4.6. ~~APPEARANCE RESTRICTIONS~~Appearance Restrictions. Both the ~~lot~~Lot and the ~~dwelling~~Improvements must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots. The ~~board~~Board will be the arbitrator of acceptable appearance standards.

4.7. ~~SIGNS~~Signs. One standard “For Sale” or “For Lease” sign per lot is permitted on the front lawn. No other advertising sign or unsightly object may be erected, placed, or permitted to remain on the Property or to be visible from windows in a dwelling without written authorization of the ~~board~~Board. ~~The board’s~~The Board’s authorization may specify the location, nature, dimensions, number, and time period of any advertising sign.

4.8. ~~GARAGES~~Garages. The original garage area of a ~~lot~~Lot may not be enclosed or used for any purpose that would prohibit the parking of operable vehicles therein, without the ~~board’s~~Board’s written authorization. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

4.9. ~~VEHICLES~~Vehicles. All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section and Rules adopted by the ~~board~~Board. Boats, trailers, and vehicles may not be stored or parked for ~~extended periods~~a period of time in excess of 48 hours on a street or front driveway. ~~No truck and unhoused boats, trailers, recreational vehicles or campers may not be parked for a period of time in excess of 48 hours. No commercial vehicles, trucks~~ with tonnage over 1-ton, vehicles with advertising signage, mobile home, camper, bus, aircraft, unlicensed vehicle, inoperable vehicle, abandoned vehicle, or any other similar vehicle or any vehicular equipment, mobile or otherwise, which the ~~board~~Board deems to be a nuisance, unsightly, or inappropriate may be kept, parked or stored anywhere on the Property without ~~board~~Board approval nor shall any such vehicle be used as a living area while located on the Property. The foregoing restriction does not apply to vehicles and equipment temporarily on the Property in connection with the construction or maintenance of a dwelling. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all ~~time~~times. The Association may ~~effect~~affect the removal of any vehicle in violation of this Section or the Rules without liability to ~~the~~either owner or operator of the vehicle.

4.10. ~~TEMPORARY STRUCTURES~~Temporary Structures. Improvements or structures of a temporary or mobile nature, such as sheds and mobile homes, are not permitted on any ~~lot~~Lot. However, the ACC may authorize an ~~owner or owner’s~~Owner or Owner’s contractor to maintain a temporary structure (such as a portable toilet or construction trailer) on the ~~lot~~Lot during construction of the dwelling.

4.11. ~~LANDSCAPING~~Landscaping. No person may perform landscaping, planting, or gardening on the Area of Common Responsibility, ~~—~~ without the ~~board’s~~Board’s prior written authorization.

4.12. ~~DRAINAGE~~Drainage. No person may interfere with the established drainage pattern over any part of the Property, unless an adequate alternative provision for proper drainage has been approved by the ~~board~~Board.

4.13. ~~COMMUNICATIONS~~Communications. Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Without the prior written consent of

the ACC, no person may install the following equipment on a ~~lot~~Lot if it would be visible from a street; an antenna, microwave or satellite dish, receiving or transmitting tower; provided, however, that (i) transmission-only antennas, (ii) direct broadcast satellites (DBS) that are no meter or less in diameter may be installed, subject to the right of the Association to adopt reasonable rules for the installation, maintenance, and use of antennas to the extent permitted by public law.

4.14. ~~LEASING OF HOMES~~Leasing of Homes. An ~~owner~~Owner may lease the dwelling on his ~~lot~~Lot provided that the Lease must be at least (6) months in duration and must be for the sole purpose of a single family residence. Leasing of homes through short term rental companies or arrangements such as Airbnb or VRBO is prohibited. Likewise, an Owner may not lease or sublease any part of its Lot, including, but not limited to pools or open space, for any short-term purpose (such as parties, events or meetings) or lease or sublease any portion of his Lot through any limited purpose leasing company such as Swimply or Peerspace. Whether or not it is so stated in a lease, every lease is subject to the Documents. An ~~owner~~Owner is responsible for providing his tenant with copies of the Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an ~~owner~~Owner of his tenant's violation, the ~~owner~~Owner will promptly make demand upon his tenant to cure said violation. If the Owner is unable to obtain his tenant's violation or if the violation continues or is repeated, and if the owner is Owner is unable, unwilling or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant. The owner Owner of a leased lotLot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his tenant. The Association is not liable to the owner Owner for any damages, including lost rents, suffered by the owner Owner in relation to the Association's enforcement of the Documents against the owner's Owner's tenant.

4.15. PODS. The use or storage of temporary storage containers, sometimes known as portable-on-demand storage or PODS (any and all a "Container") or dumpsters may be used on the Property pursuant to the following:

4.15.1 If used to store items during a remodel or similar, the Lot Owner must have any required building permit and/or ACC approval(s) prior to using the Container, and in such instance, one Container and dumpster may be left on the Property for no more than ninety (90) days.

4.15.2 If used for the purpose of offsite storage, one container and one dumpster may remain on the Property for loading/packing purposes for no more than seven (7) days.

4.15.3 In the instance of either 4.15.1 or 4.15.2 above, the Board reserves the right to require Lot Owners to carry insurance in form and type wholly acceptable to the Board.

4.16. Lighting; Exterior Decorations. Lighting and/or decorations, including, but not limited to holiday decorations, on any Lot are subject to Board approval. Lighting and/or decorations on a Lot may not be used or placed in a manner that, in the Board's sole and absolute discretion, are not tasteful, constitutes a nuisance and/or an unreasonable source of annoyance to the occupants of other Lots. The Board may adopt rules and regulations regarding lighting and/or decorations on Lots.

ARTICLE 5

ASSOCIATION AND MEMBERSHIP RIGHTS

5.1. ~~THE ASSOCIATION~~The Association. The Association ~~is initially~~has been organized as a nonprofit ~~organization~~corporation under the laws of the State of Texas, created for the purposes charged with the duties and vested with the powers prescribed by law or set forth in its Certificate of Formation and Bylaws or in this Declaration, and will continue to exist as a property owner's association, whether or not actively chartered as a corporation from time to time. The specific purposes for which the Association is created include:

- 5.1.1 To maintain the Area of Common Responsibility.
- 5.1.2 To enforce the restrictions contained in this Declaration.
- 5.1.3 To provide for perpetuation of the Architectural Control Committee.

5.2. ~~GENERAL POWERS AND DUTIES~~General Powers and Duties. The Association, acting through the ~~board~~Board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Documents, local ordinance, and State law. In addition to the powers and duties set forth in the Documents, the Association has the general and implied powers of a property owner's association under the laws of the State of Texas. The Association may do any and all things that are lawful and which are necessary, proper or desirable in operating for the best interest of the ~~owners~~Owners, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents. The Association's maintenance obligations will be discharged when and how the ~~board~~Board deems appropriate.

~~EVERY OWNER OF A BROOKBEND GROVE LOT
AUTOMATICALLY BECOMES A
MEMBER OF THE ASSOCIATION~~

5.3. ~~GOVERNANCE~~Governance. The Association is governed by ~~a board of directors~~the Board elected by and from the ~~members~~Members. Unless the Association's ~~bylaws~~Bylaws or articles of incorporation provide otherwise, the ~~board~~Board will consist of at least three (3), but no more than five (5) persons (with the number determined by the Board) elected at the annual meeting of the Association, or at a special meeting called for that purpose. Unless the Documents provide otherwise, any action requiring approval of the ~~members~~Members may be approved in writing by ~~owners~~Owners of at least a majority of all ~~lots~~Lots.

5.4. ~~MEMBERSHIP. Each owner is a member~~Membership. Any person who is or who becomes an Owner will automatically become a Member of the Association, ~~ownership~~Ownership of a ~~lot~~Lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the ~~lot~~Lot. The ~~board~~Board may require satisfactory evidence of transfer of ownership.

5.5. ~~VOTING~~Voting. One vote is appurtenant to each ~~lot~~Lot. The total number of votes equals the total number of ~~lots~~Lots in the Property. Each vote is uniform and equal to the vote appurtenant to every other ~~lot, except during the Development Period as permitted in Appendix C~~Lot. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of ~~this document~~the Documents.

5.6. ~~VOTING BY CO-OWNERS~~Voting by Co-Owners. The one vote appurtenant to a ~~lot~~Lot is not divisible. If only one of the multiple co-owners of a ~~lot~~Lot is present at a meeting of the Association, that person may cast the vote allocated to the ~~lot~~Lot. If more than one of the co-owners is

present, to ~~lot's~~Lot's one vote may be cast with the co-owners unanimous agreement. Co-owners are in unanimous agreement if one of the co-owners casts the vote and no other co-owner makes prompt protest to the person presiding over the meeting. Any co-owner of a ~~lot~~Lot may vote by ballot or proxy, and may register protest to the casting of a vote by ballot or proxy by the other ~~co-owners~~co-owners. If the person presiding over the meeting or balloting receives evidence that the co-owners disagree on how the one appurtenant vote will be cast, the vote will not be counted.

5.7. Powers and Authority of the Association. The Association will have the powers of a Texas nonprofit corporation, subject only to the limitations expressly set forth in this Declaration. It will further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, will have the following powers and authority:

5.7.1 Rules and Bylaws. To make, establish, promulgate, amend, repeal, and re-enact the Association Rules and Bylaws. The content of the Association Rules and Bylaws may be established by the Board, provided that they do not conflict with this Declaration.

5.7.2 Insurance. To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

5.7.3 Records. To keep books and records, including financial records, of the Association's affairs.

5.7.4 Assessments. To levy Assessments as provided in Article 6 An Assessment is defined in Section 1.4 hereto and more specifically as the amount that must be levied in the manner and against the Property set forth in Article 6 in order to raise the total amount for which the levy in question is being made.

5.7.5 Right of Entry and Enforcement. To enter at any time in an emergency, or in a nonemergency after twenty-four (24) hours' written notice, without being liable to any Owner, on any Lot, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry on any Lot and the maintenance and repair work conducted on it will be a personal obligation of the Owner of the Lot entered on, will be a lien on the Lot entered on, and will be enforced in the same manner and to the same extent as provided in Article 5 or the Board's policies. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents to it, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens, and take all action as it may deem necessary or expedient to enforce the Restrictions; however, the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, any Builder, and any of their respective successors and assigns.

5.7.6 Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

5.8. Common Area and Facilities. Subject to and in accordance with this Declaration, the Association, acting through the Board, will have the following duties:

5.8.1 Maintenance of Common Areas. To accept, own, operate, and maintain all Common Area and Facilities that may be conveyed or leased to it by Declarant, together with all Improvements of any kind and for any purpose that may be located in those areas, and to accept, own, operate, and maintain all other property, real or personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association. Such maintenance will include, but will not be limited to, painting, mowing, and removing rubbish or debris of any kind.

5.8.2 Property Taxes and Assessments. To pay all real-property taxes, personal-property taxes, and other taxes and Assessments levied on or with respect to Common Area and Facilities or any other property owned by or leased to the Association to the extent that the taxes and Assessments are not levied directly on the Members of the Association. The Association will have all rights granted by law to contest the legality of the amount of the taxes and Assessments.

5.8.3 Insurance. To take out and maintain current a policy of liability-insurance coverage to cover accidental bodily injury or death caused by the use and enjoyment of the Common Area and Facilities. This insurance will be in an amount as the Board deems appropriate.

5.9. ~~5.7. SECURITY~~Security. The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each ~~owner~~Owner and resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and its directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each ~~owner~~Owner and resident acknowledges and accepts his sole responsibility to provide security for his own person and property; and assumes all risks for loss or damage to same. Each ~~owner~~Owner and resident further acknowledges that Declarant, the Association, and its directors, officers, committees, agents, and employees have made no representations or warranties, nor has the ~~owner~~Owner or resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each ~~owner~~Owner and resident acknowledges and agrees that Declarant, the Association, and its directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE 6 COVENANT FOR ASSESSMENTS

6.1. ~~PURPOSE OF ASSESSMENTS~~Purpose of Assessments. The Association shall from time to time levy Assessments against each Lot. The Association will use ~~assessments~~Assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of ~~owners~~Owners and residents, including but not limited to maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the ~~board's~~Board's decision with respect to the use of ~~assessment~~Assessment is final.

6.2. ~~PERSONAL OBLIGATION. An owner~~Personal Obligation. An Owner is obligated to pay ~~assessments~~Assessments levied by the ~~board~~Board against the ~~owner~~Owner or his ~~lot~~Lot. An ~~owner~~Owner makes payment to the Association at its principal office or at any other place the ~~board~~Board directs. Payments must be made in full regardless of whether an ~~owner~~Owner has a dispute with the Association, another ~~owner~~Owner, or any other person or entity regarding any matter to which this Declaration pertains. No ~~owner~~Owner may exempt himself from his assessment liability by abandonment of his ~~lot~~Lot. An ~~owner's~~Owner's obligation is not subject to offset by the ~~owner~~Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the ~~owner~~Owner and a continuing covenant running with the ~~lot~~Lot.

6.3. ~~TYPES OF ASSESSMENTS~~Types Of Assessments. There are ~~24~~ types of assessments: ~~regular and individual.~~

~~6.3.1. REGULAR ASSESSMENTS. The amount of each lot's regular annual assessment shall be \$120.00. Each lot owner shall pay the regular assessment on January 1st of each year for the next twelve months budget. Each lot's regular assessment shall start at closing and shall be charged only for the months remaining at \$10.00 per month paid in advance through December 31st for that year. Regular assessments are used for expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association. Regular assessments are based on the annual budget. Each lot is liable for its equal share of the annual budget. If the board does not approve an annual budget or fails to determine new regular assessment for any year, or delays in doing so, owners will continue to pay the regular assessment as last determined. If during the course of a year the board determines that regular assessments are insufficient to cover the estimated expenses for the remainder of the year, the board may increase regular assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.~~

6.3.1 Regular Annual Assessments. By December 1st of each year, using the budget prepared in accordance with Section 6.6 hereto, the Board will estimate the expenses to be incurred by the Association during the year in performing its functions under the Documents, the cost of enforcing the Documents, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay the estimated net expenses will then be levied as provided in this Declaration ("Regular Annual Assessment"), and the level of Regular Annual Assessments set by the Board will be final and binding if it is made in good faith. The Board will provide notice to each Owner on or before January 1 of each year of the amount of the Regular Annual Assessment for each year and all Regular Annual Assessments will be due and payable to the Association on or before February 1 of each year or, if so permitted by the Board, during the fiscal year in equal monthly installments on or before the first day of each month, or in any other

manner as the Board may designate in its sole and absolute discretion. In no event will the maximum Regular Annual Assessments per Lot be increased by more than five percent (5%) per year, unless approved by at least two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for the purpose, with the same quorum as required for Special Assessments.

6.3.2 ~~6.3.2.~~ Individual Assessments. In addition to ~~regular assessments, the board~~Regular Annual Assessments, the Board may levy an ~~individual assessment~~Individual Assessment (herein so called) against a ~~lot~~Lot and its ~~owner~~Owner. Individual ~~assessments~~Assessments may include, but are not limited to:— interest, late charges, and collection cost on delinquent assessments; reimbursement for costs incurred in bringing an ~~owner~~Owner or his lot in compliance with the Documents; fines for violations of the Documents; reimbursement for damage or waste caused by willful or negligent acts.

6.3.3 Special Assessments. In addition to the Regular Annual Assessments provided for above, the Board may levy Special Assessments to enable the Board to carry out the mandatory functions of the Association under the Documents on the approval of at least two-thirds (2/3) of the Members at a meeting called for that purpose, by adequate notice, with at least fifty percent (50%) of the Members or their proxies present at the meeting. If fifty percent (50%) of the Members do not attend, a second meeting may be called with the same notice and the quorum needed for the second meeting will be thirty percent (30%) of the Members or their proxies.

6.3.4 Acquisition Assessments. The Board shall charge a one-time Acquisition Assessment (herein so called) of \$250.00 upon the transfer of a Lot from one Owner to another to offset administrative costs. The Board reserves the right to amend the amount of this Acquisition Assessment at any time.

6.4. Maintenance and Reserve Funds. The Board shall establish a maintenance fund and a self-sustaining reserve fund; all moneys paid to the Association will be deposited into these accounts, and disbursements will be made from them in performing the functions of the Association under this Declaration. The reserve fund will be maintained and used for the operation, repair, and maintenance of all Areas of Common Responsibility. The funds of the Association deposited into the maintenance and reserve funds must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

6.5. ~~6.4. BASIS FOR ASSESSMENTS~~Basis for Assessments. The share of liability for the annual budget, and budget increases allocated to each ~~lot~~Lot is uniform for all ~~lots~~Lots, regardless of a ~~lot's~~Lot's location or the value and size of the ~~lot or dwelling.~~ Each lot'sLot or Improvements thereon. Each Lot's fractional share is calculated by dividing the total liability by the total number of ~~lots~~Lots in the Property.

6.6. ~~6.5. ANNUAL BUDGET.~~ The boardAnnual Budget. On or before November 1 of each year, the Board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contribution to reserve funds, and a projection for uncollected receivables. The ~~board~~Board will make the budget or its summary available to an ~~owner~~Owner of each ~~lot~~Lot, although failure to receive a budget or summary does not affect an ~~owner's~~Owner's liability for ~~assessments~~Assessments. The ~~board~~Board will provide copies of the detailed budget to ~~owners~~Owners who make written request and pay a reasonable copy charge.

6.7. Assessment Payment Plans. In accordance with the Texas Property Code, the Board shall adopt a payment plan policy for any delinquent Assessments (the “Association Payment Plan”).

NOTICE:

This Declaration grants rights to the Declarant and the Association to foreclose on your Lot. If you fail to pay assessments to the Association, you may lose title to your Lot if the Association forecloses its assessment lien.

~~6.6. CONTROL FOR ASSESSMENT INCREASES.~~ This Section of the Declaration may not be amended without the approval of owners of at least 67 percent of the lots. In addition to other rights granted to owners by this Declaration, owners have the following powers and controls over the Association’s budget:

~~6.6.1. Veto Increased Dues.~~ At least 30 days prior to the effective date of an increase in regular assessments, the board will notify an owner of each lot of the amount of the budgetary bases for, and the effective date of the increase. The increase will automatically become effective unless owners of at least a majority of the lots disapprove the increase by petition or at a meeting of the Association. In that event, the last approved budget will continue in effect until a revised budget is approved.

~~6.7. PURPOSES OF ASSESSMENTS.~~ The purposes for which regular assessments may be used include, but are not limited to, the following:

~~10.2.1 Maintenance repair, and replacement, as necessary, of the Area of Common Responsibility.~~

~~10.2.1 Utilities billed to the Association.~~

~~10.2.1 Services billed to the Association and serving all lots.~~

~~10.2.1 Taxes on property owned by the Association and the Association’s income taxes if any.~~

~~10.2.1 Management, legal, accounting, auditing, and professional fees for services to the Association.~~

~~10.2.1 Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.~~

~~10.2.1 Premiums and deductibles on insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association, including fidelity bonds and directors and officers liability insurance.~~

~~10.2.1 Contributions to reserve funds.~~

~~10.2.1 Any other expense which the Association is required by law or the Documents to pay, or which in the opinion of the board is necessary or proper for the operation of the Association, maintenance of the Area of Common Responsibility, or for enforcement of the Documents.~~

~~6.8. DUE DATE. The board may levy regular assessments annually. Regular assessments are due on or before the first day of January of each year. Individual assessments are due on the date stated in the notice of assessments or, if not date is stated, within 10 days after notice of the assessment is given. Assessments are delinquent if not received by the Association on or before the due date.~~

6.8. ~~6.9. ASSESSMENTS LIEN~~ Assessments Lien. Each ~~owner~~ Owner, by accepting an interest in or title to a ~~lot~~ Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay ~~assessments~~ Assessments to the Association. Each ~~assessment~~ Assessment is a charge on the ~~lot~~ Lot and is secured by a continuing lien on the ~~lot~~ Lot. Each ~~owner~~ Owner, and each prospective ~~owner~~ Owner, is placed on notice that his title may be subject to the continuing lien for ~~assessments~~ Assessments attributable to a period prior to the date he purchased his ~~lot~~ Lot. Upon the filing and recordation of the original Declaration, a lien was created and granted to the Association in order to secure the payment of any Regular Annual Assessment, Individual Assessment, Special Assessment, and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot, which may be foreclosed judicially or by Expedited Foreclosure Proceedings, pursuant to the provisions of Sections 209.0091 and 209.0092 of the Property Code and Texas Rules of Civil Procedure Rules 735 and 736 (and any successor statutes and/or Rules); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. Expedited Foreclosure Proceedings are not required under this Section if the Owner of the Lot to be foreclosed agrees in writing to waive said Expedited Foreclosure Proceedings at the time of the Foreclosure. A waiver under this Section may not be required as a condition of the transfer of title to a Lot.

6.8.1 ~~6.9.1.~~ Superiority of Assessment Lien. The ~~assessment lien~~ Assessment Lien is superior to all other liens and encumbrances on a ~~lot~~ Lot, except only for (a) real property taxes and assessments levied by governmental and taxing authorities, (b) a recorded deed of trust lien securing a loan for construction of the original dwelling, and (c) a purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due.

6.8.2 ~~6.9.2.~~ Effect of Foreclosure. Foreclosure of a superior lien extinguishes the Association's claim against the lot for unpaid assessments that became due before the sale, but does not extinguish the Association's claim against the former ~~owner~~ Owner. The purchaser at the foreclosure sale is liable for assessments coming due from and after the date of the sale, and for the ~~owner's~~ Owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

~~6.9.3. Notice and Release of Notice. To evidence the assessment lien, the board may, but is not required to, cause a written notice of the Association's assessment lien to be recorded in the county's real property records. After the debt for which the notice was recorded has been cured, the Association will record a release of the notice. The Association may require reimbursement of its costs of preparing and recording the notices before granting the release.~~

~~6.9.4. Power of Sale. By accepting an interest in or title to a lot, each owner grants to the Association a private power of nonjudicial sale in connection with the Association's assessment lien. The board may appoint, from time to time, an officer, agent, trustee, substitute trustee, or attorney to exercise the power of sale on behalf of the Association. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a board meeting.~~

~~6.9.5. Foreclosure of Lien. The assessment lien may be enforced by judicial or nonjudicial foreclosure. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or~~

~~in any manner permitted by law. In any foreclosure, the owner is required to pay the Association's costs and expenses for the proceedings, including responsible attorney's fees.~~

6.8.3 Assessment Lien Filing. In addition to the right of the Association to enforce an Assessment or other charge levied hereunder, the Association may file a claim of lien against the Lot of the delinquent Owner by recording a Notice of Lien setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have accrued thereon, (d) the legal description and street address of the Lot against which the lien is claimed and (e) the name of the Owner. The Notice of Lien shall be recorded in the Official Public Records of Ellis County, Texas, and is a legal instrument affecting title to a Lot. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice of satisfaction of the delinquent assessment upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such instrument.

6.8.4 Prerequisites to Foreclosure. Prior to referring an Owner's account to a collection agent, the Association shall provide written notice, by certified mail, return receipt requested, that specifies each delinquent amount and the total amount of the payment required to make the account current, describes the options the Owner has to avoid the referral, including payment plan options, and provides at least 30 days to cure the delinquency before further action is taken.

6.8.5 Notice and Opportunity to Cure for Certain Other Lienholders. The Association may not foreclose its assessment lien by Expedited Foreclosure Proceedings or judicially unless it has: provided written notice by certified mail, return receipt requested, of the total amount of the delinquency to any other holder of a lien that is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and provided the recipient of the notice an opportunity to cure within sixty-one (61) days from the receipt of the notice.

6.8.6 Foreclosure Sale Prohibited in Certain Circumstances. The Association may not foreclose its assessment lien for debts consisting solely of fines or attorneys' fees associated with the fines assessed, or for copy charges under its Open Records Policy, pursuant to Section 209.005 of the Texas Property Code.

6.8.7 Contacts with Board. An agreement between the Association and a collection agent may not prohibit an Owner from contacting the Association's Board of Directors or Managing Agent regarding their delinquency.

6.8.8 Notice After Foreclosure Sale. After the Association conducts a foreclosure sale of an Owner's Lot, the Association must send to the Owner and to each lienholder of record, not later than the thirtieth (30th) day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the Lot Owner and each lienholder of record of the right of the Lot owner and lienholder to redeem the property. The notice must be sent by certified mail, return receipt requested, to the Lot Owner's last known mailing address, as reflected in the records of the Association, the address of each holder of a lien on the Lot subject to foreclosure evidenced by the most recent deed of trust filed of record in the real property records of the county in which the property is located, and the address of each transferee or assignee of a deed of trust who has provided notice to the Association of such assignment or transfer. Notice provided by a transferee or assignee to the Association shall be in writing, shall contain the mailing address of the transferee or assignee, and shall be mailed by certified mail, return receipt

requested, or United States mail with signature confirmation to the Association according to the mailing address of the Association pursuant to the most recent Management Certificate filed of record. If a recorded instrument does not include an address for the lienholder, the Association does not have a duty to notify the lienholder as provided by this Section. For purposes of this Section, the Lot Owner is deemed to have given approval for the Association to notify the lienholder. Not later than the thirtieth (30th) day after the date the Association sends the notice, the Association must record an affidavit in the Real Property Records, stating the date on which the notice was sent and containing a legal description of the Lot. Any person is entitled to rely conclusively on the information contained in the recorded affidavit. The notice requirements of this Section also apply to the sale of an Owner's Lot by a sheriff or constable conducted as provided by a judgment obtained by the Association.

6.8.9 Right of Redemption After Foreclosure. The Owner of a Lot in the Subdivision or a lienholder of record may redeem the property from any purchaser at a sale foreclosing the Association's assessment lien not later than the one hundred eightieth (180th) day after the date the Association mails written notice of the sale to the Owner and the lienholder under Sections 209.010 and 209.011 of the Texas Property Code. A lienholder of record may not redeem the Lot as provided herein before ninety (90) days after the date the Association mails written notice of the sale to the Lot Owner and the lienholder under the Property Code, and only if the Lot Owner has not previously redeemed. A person who purchases a Lot at a sale foreclosing the Association's assessment lien may not transfer ownership of the Lot to a person other than a redeeming Lot Owner during the redemption period.

6.8.10 Removal of Foreclosure Authority. The right to foreclose the lien on real property for unpaid amounts due to the Association may be removed by a vote of at least sixty-seven percent (67%) of the total votes allocated in the Association. 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 purposes of taking a vote for the purposes of this Section. This Section is required pursuant to §209.0093 of the Property Code, and should this provision be amended or repealed in any form, this Section shall be deemed to be automatically amended or repealed in accordance therewith.

6.8.11 Contacts with Board. An agreement between the Association and a collections agent may not prohibit an Owner from contacting the Association's Board of Directors or Managing Agent regarding their delinquency.

6.9. ~~6.10. RESERVE FUNDS~~ Reserve Funds. The Association may establish, maintain, and accumulate reserves for operations and for replacement and repair of the Area of Common Responsibility. The Association may budget for reserves and use its best efforts to fund reserves out of regular assessments.

~~6.11. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of owners of at least a majority of lots and the ability of the Association to repay the borrowed funds from assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the owners hereunder.~~

6.10. Association's Right to Borrower Money. [Intentionally Deleted]

~~6.11. 6.12. EFFECT OF NONPAYMENT OF ASSESSMENTS~~Effect of Nonpayment of Assessments. Owners who honor their obligations to the Association should not be burdened by owners who default. The ~~board~~Board is responsible for taking action to collect delinquent ~~assessments~~Assessments in accordance with this Declaration, Association's Payment Plan and the Texas Property Code. Neither the ~~board~~Board nor the Association, however, is liable to an ~~owner~~Owner or other person for its failure or inability to collect or attempt to collect an assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association has.

~~6.11.1 6.12.1.~~ Delinquency. An Assessment is delinquent if the Association does not receive payment in full by the assessment's due date.

~~6.11.2 6.12.2.~~ Interest. Delinquent ~~assessments~~Assessments are subject to interest from the due date until paid, at a rate to be determined by the ~~board~~Board from time to time, not to exceed the lesser of 18 percent or the maximum permitted by law. If the ~~board~~Board fails to establish a rate, the rate shall be 10 percent per annum.

~~6.11.3 6.12.3.~~ Late Fees. Delinquent assessments are subject to reasonable late fees, at a rate to be determined by the ~~board~~Board from time to time.

~~6.11.4 6.12.4.~~ Collection Expenses. The ~~owner~~Owner of a ~~lot~~Lot against which ~~assessments~~Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent ~~assessments~~Assessments, including attorneys' fees and processing fees.

~~6.11.5 6.12.5.~~ Acceleration. If an ~~owner~~Owner defaults in paying an ~~assessment~~Assessment that is payable in installments, the ~~board~~Board may accelerate the remaining installments on 10 days written notice to the defaulting ~~owner~~Owner. The entire unpaid balance of the ~~assessment~~Assessment becomes due on the date stated in the notice.

~~6.11.6 6.12.6.~~ Suspension of Use and Vote. If ~~an owner's~~allowed by the Texas Property Code at the time of Board action and an Owner's account has been delinquent for at least 30 days, ~~the board~~if so permitted by the Property Code, the Board may suspend the right of said ~~owner~~Owner and said residents to use ~~common areas and common services~~Common Areas during the period of delinquency. The ~~board~~Board may not suspend an ~~owner~~Owner or resident's right of access to his ~~lot~~Lot. ~~The board~~If permitted by the Property Code, the Board may also suspend the right to vote appurtenant to the ~~lot~~Lot. Suspension does not constitute a waiver or discharge of the ~~owner's~~Owner's obligation to pay ~~assessments~~Assessments.

~~6.11.7 6.12.7.~~ Money Judgment. The Association may file suit seeking a money judgment against an ~~owner~~Owner delinquent in the payment of ~~assessments~~Assessments, without foreclosing or waiving the Association lien for ~~assessments~~Assessments.

~~6.11.8 6.12.8.~~ Notice to Mortgagee. The ~~board~~Board may notify and communicate with any holder of a lien against a lot regarding the ~~owner's~~Owner's default in payment of ~~assessments~~Assessments.

~~6.11.9 6.12.9.~~ Application of Payments. The Association, through its ~~board,~~may Board, shall adopt and amend policies regarding ~~the payment schedules for delinquent assessments and~~application of payments. ~~The board may refuse to accept partial payment, i.e., less than full amount due payable. The board~~as required by the Texas Property Code. Except as

set forth in the Association Alternative Payment Schedule and Priority of Payments Policy, the Board may also refuse to accept payments to which the payer attaches conditions or directions contrary to the ~~board's policy for applying payments.~~Association's Payment Plan. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the ~~lot~~Lot account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer.

6.12. ~~6.13. LIMITATIONS OF INTEREST~~Limitations of Interest. The Association, and its officers, director, managers and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in this Declaration, the Association's collection policies and resolutions, or any other document or agreement executed or made in connection with any of these, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects or applies as interest any sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid regular assessments, or reimbursed to the ~~owner~~Owner if those assessments are paid in full.

ARTICLE 7 MAINTENANCE AND REPAIR OBLIGATIONS

7.1. ~~ASSOCIATION RESPONSIBILITY~~ Association Responsibility. The Association's maintenance obligations will be discharged when the ~~board~~ Board deems appropriate. The Association maintains, repairs, and replaces the Area of Common Responsibility as needed.

7.2. ~~OWNER RESPONSIBILITY~~ Owner Responsibility. Every ~~owner~~ Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

7.2.1 ~~7.2.1~~ Lot Maintenance. Each ~~owner~~ Owner, at the ~~owner's~~ Owner's expense, must maintain his ~~lot~~ Lot and all ~~improvements~~ Improvements on the ~~lot~~ Lot, including but not limited to the dwelling, fences, sidewalks, and driveways. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each ~~owner~~ Owner is expected to maintain his ~~lot~~ Lot at a level, to a standard, and with an appearance that is commensurate with the neighborhood.

7.2.2 ~~7.2.2~~ Landscape Maintenance. Each ~~owner's~~ Owner's maintenance of the landscaping on his ~~lot~~ Lot includes, without limitation, keeping lawn and garden areas alive and free of visible weeds; the proper seeding, feeding, mowing, and edging of all lawns; and periodic pruning of trees and shrubs.

7.2.3 ~~7.2.3~~ Avoid Damage. An ~~owner~~ Owner may not do any work or fail to do any work which, in the reasonable opinion of the ~~board~~ Board, would materially jeopardize the soundness and safety of the Property, reduce the value of the Property, adversely affect the appearance of the Property, or impair any easement relating to the Property.

7.2.4 ~~7.2.4~~ Responsible for Damage. An ~~owner~~ Owner is responsible for his own willful or negligent act and those of his or the resident's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement to the Area of Common Responsibility.

7.3. ~~OWNER'S DEFAULT IN MAINTENANCE. If the board~~ Owner's Default in Maintenance. If the Board determines that an ~~owner~~ Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the ~~owner~~ Owner is responsible, the ~~board~~ Board shall adhere to this Declaration, its Enforcement Policy (hereinafter defined) and the Texas Property Code. If permitted by such, the Board may give the ~~owner~~ Owner written notice of the Association's intent to provide the necessary maintenance at ~~owner's~~ Owner's expense. The notice must adhere to Board policy and must state, with reasonable particularity, the maintenance deemed necessary and reasonable period of time in which to complete the work. If the ~~owner~~ Owner fails or refuses to timely perform the maintenance, the Association may ~~do so at owner's, in accordance with the Enforcement Policy, do so at Owner's~~ expense, which is an ~~individual assessment~~ Individual Assessment against the ~~owner~~ Owner and his ~~lot~~ Lot. In case of an emergency, however, the ~~board's~~ Board's responsibility to give the ~~owner~~ Owner written notice may be waived and the ~~board~~ Board may take any action it deems necessary to protect persons or property, the cost of the action being the ~~owner's~~ Owner's expense.

ARTICLE 8 INSURANCE

8.1. ~~GENERAL PROVISIONS~~General Provisions. All insurance affecting the Property is governed by the provisions of this Article, with which the ~~board~~Board will make every reasonable effort to comply. The cost of insurance coverages and bonds maintained by the Association is an expense of the Association. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. Each ~~owner~~Owner irrevocably appoints the Association, acting through its ~~board~~Board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association. Additionally:

8.1.1 ~~8.1.1~~ Notice of Cancellation of Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give at least 10 days prior written notice to the ~~board~~Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

8.1.2 ~~8.1.2~~ Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, which will be paid by the party who would be liable for the loss or repair in the absence of insurance. If a loss is due wholly or partly to an act or omission of an ~~owner~~Owner or resident or their invitees, the ~~owner~~Owner must reimburse the Association for the amount of the deductible that is attributable to the act or omission.

8.2. ~~CASUALTY OR HAZARD~~Casualty or Hazard. To the extent it is reasonably available, the Association will obtain blanket all-risk insurance for insurable improvements in the Area of Common Responsibility. If blanket all-risk insurance is not reasonably available, then an insurance policy providing fire and extended coverage. Also, the Association will insure the improvements on any ~~lot~~Lot owned by the Association.

8.3. ~~GENERAL LIABILITY~~General Liability. To the extent it is ~~reasonable~~reasonably available, the Association will maintain a commercial general liability insurance policy over the Area of Common Responsibility – expressly excluding the liability of each ~~owner~~Owner and resident within his ~~lot~~Lot – for bodily injury and property damage resulting from the operation, maintenance, or use of the Area of Common Responsibility. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer’s denial of an ~~owner’s~~Owner’s claim because of negligent acts of the Association of other ~~owners~~Owners.

8.4. ~~DIRECTORS & OFFICERS LIABILITY~~Directors & Officers’ Liability. To the extent it is reasonably available, the Association will maintain directors and officers’ liability insurance, errors and omissions, insurance, indemnity bonds, or other insurance the ~~board~~Board deems advisable to insure the Association’s directors, officers, committee members, and managers against liability for an act of omission in carrying out their duties in those capacities.

8.5. ~~OTHER COVERAGES~~Other Coverages. The ~~association~~Association may maintain any insurance policies and bonds ~~deems~~deemed by the ~~board~~Board to be necessary or desirable for the benefit of the Association and must maintain those policies required herein or by Texas law.

ARTICLE 9 AMENDMENTS

~~9.1. CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of the Declaration may be executed by Declarant alone, or by the board alone. Otherwise, amendments to this Declaration must be approved by owners of at least a majority of the lots.~~

9.1. Consents Required. Amendments to this Declaration must be approved by owners of at least sixty-seven percent (67%) of the total votes allocated to Owners in the Association.

~~9.2. METHOD OF AMENDMENT. For an amendment that requires the approval of owners, this Declarant~~Method of Amendment. The Declaration may be amended by any method selected by the ~~board~~Board from time to time, ~~proved~~provided the method complies with Texas law and gives an ~~owner~~the Owner of each ~~lot~~Lot the substance if not exact ~~working~~wording of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment.

9.3. ~~EFFECTIVE~~Effective. To be effective, an amendment must be in the form of a written instrument (i) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (ii) signed and acknowledged by an officer of the Association, certifying the requisite approval of ~~owners~~Owners; ~~and~~ (iii) ~~record~~recorded in the real property records of the county in which the Property is located; ~~and~~ (iv) unless a lesser percentage is otherwise set forth herein approving an affirmative vote of the Owners or at least sixty-seven (67%) percent of the total votes allocated Owners in the Association.

9.4. ~~DECLARANT PROVISIONS~~Declarant Provisions. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This section may not be amended without Declarant's written and acknowledged consent.

9.5. ~~TERMINATION~~Termination. Termination of the terms of this Declaration and the status of the Property as a planned unit development are according to the following provisions. In the event of substantially total damage, destruction, or public condemnation of the property, an amendment to terminate must be approved by owners of at least 67 percent of the ~~lots~~Lots. In the event of public condemnation of the entire Property, an amendment to terminate may be executed by the ~~board~~Board without a vote of ~~owners~~Owners. In all other circumstances, an amendment to terminate must be approved by ~~owners~~Owners of at least 80 percent of the ~~lots~~Lots.

ARTICLE 10

~~ASOCIATION~~ASSOCIATION OPERATIONS AND COVENANT ENFORCEMENT

10.1. Meetings. Meetings of both the Board and of the Association shall be governed by the Bylaws.

10.2. ~~10.1. INDEMNIFICATION. The~~Indemnification. Except as otherwise provided in the Bylaws, the Association indemnifies every officer, director, and committee member against any and all expenses, including attorneys, ~~feed~~fees, reasonably incurred by or imposed on such officer, director, or committee member in connection with any action, suit, or other proceeding to which he may be a party by reason of being or having been an officer, director, Declarant and committee member. The Association's officers, director, and committee members are not liable for any mistake of judgement, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association indemnifies and forever holds each officer and director free and harmless against any and all liability to others on account of any such

contract or commitment. This right to indemnification is not exclusive of any other right to which any present or former officer, director, or committee member may be entitled. To fund this obligation of indemnification, the Association will maintain adequate general liability and officers and directors' liability insurance, as an Association expense, the extend such insurance is reasonably available.

10.3. ~~10.2. ASSOCIATION'S RIGHT TO ENFORCE DOCUMENTS~~ Association's Right to Enforce Documents. The remedies ~~proved~~provided for in this Section for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents, the Enforcement Policy (hereinafter defined) and by law, the Association has the following right to enforce the Documents in accordance with Texas law and with enforcement policies adopted by the Board from time to time (any, an "Enforcement Policy").

10.3.1 Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

10.3.2 ~~10.2.2 Fine. The~~ Fine. In accordance with the current Enforcement Policy, the Association may levy reasonable charges, as an ~~individual assessment~~Individual Assessment against an ~~owner~~Owner and his ~~lot~~Lot, if the ~~owner~~Owner or resident, or the ~~owner~~Owner or resident's family, guests, employees, against, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the ~~owner's~~Owner's obligations under the Documents. The Board shall, in accordance with Texas law, maintain and publish a Fine Schedule.

10.3.3 ~~10.2.3~~ Self-Help. ~~The~~ Provided it complies with and acts in accordance with Texas law and the Association's then current Enforcement Policy, the Association has the right to enter a ~~lot~~Lot to abate or remove, using force as ~~ay~~may reasonably be necessary, ~~an erection, to evict or remedy a thing, animal, person, vehicle, or condition that violates the documents~~Documents. In exercising this right, the ~~board~~Board is not trespassing and is not liable for damages related to the abatement. Unless ~~and~~an emergency situation exists in the good faith opinion of the ~~board~~Board, the ~~board~~Board will give the violating ~~owner 15 day's~~Owner notice of its intent to exercise self-help in accordance with notices required for violations as set forth in the Enforcement Policy in place at the time of the violation requiring self-help by the Board. Notwithstanding the foregoing, the Association may not demolish or remove a substantial or costly permanent ~~improvement~~Improvement on a ~~lot~~Lot without judicial proceedings. Likewise, the Association may not evict a person from the Property without judicial process in accordance with the Texas Property Code.

10.3.4 ~~10.2.4~~ No Waiver. The Association and every ~~owner~~Owner has the right to enforce all restrictions, ~~econdition~~conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the association or by any ~~owner~~Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

10.3.5 Orders. In the event this Section 10.3 contradicts Texas law or the Board's current Enforcement Policy, state law governs and then the Enforcement Policy governs, and then this Declaration.

ARTICLE 11 GENERAL PROVISIONS

11.1. ~~10.3. CONDEMNATION~~Condemnation. In any proceeding, negotiation, settlement, or agreement concerning condemnation of the Area of Common Responsibility, the Association will be the exclusive representation of the ~~owners~~Owners. The Association may use condemnation proceeds to repair and replace any damage or destruction of the Area of Common Responsibilities, real or person, caused by the condemnation. Any condemnation proceeds remaining after completion, or waiver, of the repair and replacement will be deposited in the Association's reserve funds.

ARTICLE 11 GENREAL PROVISIONS

11.2. ~~11.1. COMPLIANCE~~Compliance. The ~~owners~~Owners hereby covenant and agree that the administration of the Association will be in accordance with the provision of the Documents, any policies adopted by the Board and all applicable laws, regulation and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

11.3. ~~11.2. NOTICE~~Notice. All demands or other notices required to be sent to an ~~owner~~Owner or resident by the terms of this Declaration may be sent by ~~ordinary or~~ certified mail, postage prepaid, or by email to the party's last known physical and/or electronic email address as it appears on the records of the Association at the time of mailing. If an ~~owner~~Owner fails to give the Association ~~an~~both a physical and electronic email address for ~~mailing~~sending notices, all notices may be ~~send~~sent by ordinary or certified mail to the ~~owner's lot~~Owner's Lot, and the ~~owner~~Owner is deemed to have been given notice whether or not he actually receives it.

11.4. ~~11.3. SEVERABILITY~~Severability. Invalidation of any provisions of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific ~~matter~~matters similar to the general.

11.5. ~~11.4. Captions~~. In all documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

11.6. ~~11.5. APPENDIXES~~Appendixes. The appendixes listed below are attached to this Declaration and incorporation herein by reference. The Appendixes to this Declaration include:

- a. Appendix A -- Legal description of 140.81 ~~acres contain Phases I & II (Proposed Phase III)~~
- b. Appendix B -- Construction specifications and restrictions
- ~~c. Declarant's representations and reservations~~
- ~~d.~~
- ~~e. Consent to Declaration by land owner~~
- ~~f. Consent to Declaration by Lienholder.~~

11.7. ~~11.6. INTERPRETATION~~Interpretation. Whenever used in the Documents, unless the context provides otherwise, a reference to a gender ~~issues~~issue includes all genders. Similarly, a

reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

11.8. ~~11.7. DURATION~~ Duration. Unless terminated or amended by ~~owners~~ Owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

Executed as of _____, 2023.

BROOKBEND GROVE OWNERS ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF TEXAS

§

COUNTY OF _____

§

§

BEFORE ME the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

Notary Public, State of Texas

Name Printed: _____

My Commission Expires: _____

APPENDIX A

Being all that certain lot, tract or parcel of land in the A.S. Pruett Survey, A-848, the J.F. Stroop Survey, A-1041, the McKinney & Williams Survey, A-754, the N.R. Winniford Survey, A-1139, and the R.A. Davis Survey, A-318, in Ellis County, TX and being part of a called 155.921 acre tract of land is recorded in Volume 262, Page 372, of the Deed of Trust Records of Ellis County, Texas and being more particularly described as follows:

BEGINNING at a railroad spike set in Grove Creek Road, said point being the southwest corner of the aforesaid 155.921 acre tract and the same for this tract, said point also being the southwest corner of a 142.32 acre tract of land conveyed to Joe Naughton and recorded in Volume 366, Page 249 of the Deed Records of Ellis County, Texas.

THENCE along the west line of the aforesaid tract as follows:

N 01°08'00" W, 847.44 feet to a point for corner;

N 00°05'00" E, 229.00 feet to a point for corner;

N 03°40'00" W, 106.80 feet to a point for corner;

And N 01°21'26" W, 1468.44 feet to a 1/2" steel rod set for a corner,

THENCE N 85°54'40" E, 117.16 feet to a 1/2" galvanized pipe found for an offset corner in the wet line of the aforesaid tract;

THENCE continuing along the west line of the aforesaid tract as follows:

N 00°09'53" E, 739.72 feet to a point for corner;

N 01°30'00" W, 60.50 feet to a point for corner;

N 18°35'00" W, 178.00 feet to a point for corner in the flowline of the south prong of Grove Creek,

S 84°29'00" W, 41.10 feet to a point on the west line of said south prong of Grove Creek;

THENCE N 16°64'00" E, 271.78 feet along an old fence line to a point on the south bank of Grove Creek;

THENCE N 09°10'00" E, 19.31 feet to a point in the centerline of Grove Creek, said point also being in the south line of a 40 acre "First Tract" as conveyed to Coonley and recorded in Volume 554, Page 569, in the Deed Records of Ellis County, Texas.

THENCE along the meanders of Grove Creek and the south line of said Coonley tract as follows:

S 73°24'40" E, 210.10 feet to a point for corner;

S 26°15'18" W, 133.30 feet to a point for corner;

S 66°54'42" E, 250.00 feet to a point for corner;

S 88°24'42" E, 130.60 feet to a point for corner;

S 74°39'42" E, 136.10 feet to a point for corner;

S 50°32'28" E, 424.05 feet to a point for the southwest corner of the Coonley tract, said point also being in the west line of a 124.60 acre tract as conveyed to Carlton and recorded in Volume 582, Page 202 of the Deed records of Ellis County, Texas.

THENCE leaving said Grove Creek flowline S 00°35'18" W, 166.77 feet to a 1/2" steel rod set in the south bank of Grove Creek, said point also being the southwest corner of said Carlton tract.

THENCE along the south bank of Grove Creek and the South line of Said Carlton tract as follows:

S 32°26'42" E, 335.10 feet to a point for corner;

S 57°04'42" E, 171.90 feet to a point for corner;

S 57°53'42" E, 125.40 feet to a point for corner;

S 86°48'42" E, 272.90 feet to a 1/2" steel rod set in the south bank of Grove Creek;

THENCE S 88°14'42" E, 240.00 feet along the south line of said Carlton tract to a point for corner,

APPENDIX A

THENCE S 00°00'42" E, 72.20 feet to a ½' steel rod set for corner, said point also being northwest corner of Lot 34 in Block One of Dorchester Place, in addition Ellis County, Texas as recorded in Cabinet B, Slides 101-103 of the Plat Records of Ellis County, Texas;

THENCE S 00°18'34" W, 501.72 feet along the west line of Dorchester Place to a ½" steel rod set for the southwest corner of Lot 35 Block one in said Dorchester Place:

THENCE N 80°18'34" E, 296.05 feet along the south line of said Dorchester Place to a point for corner in the centerline of Grove Creek, said point also being the most northerly northwest corner of a 132.662 acre tract conveyed to Crabb-Hearon Properties and recorded in Volume 775, page 718, of the Deed Records in Ellis County, Texas;

THENCE along the meanders of Grove Creek, also being the west line of said Crabb-Hearon tract as follows:

S 05°48'00" E, 157.31 feet to a point for corner;

S 21°25'59" W, 138.40 feet to a point for corner;

S 34°55'59" W, 82.60 feet to a point for corner;

S 57°27'39" W, 198.75 feet to a point for corner;

S 36°10'19" W, 276.80 feet to a point for corner;

S 54°21'09" W, 133.33 feet to a point for corner;

THENCE leaving the centerline of Grove Creek, S 15°23'01" E, 41.70 feet to a ½" steel rod set for the corner in the east bank of Grove Creek;

THENCE along the east bank of Grove Creek and the west line of said Crabb-Hearon tract as follows:

S 89°25'39" W, 132.00 feet to a ½" galv. Pipe found for corner;

S 35°18'39" W, 157.29 feet to a ½" galv. Pipe found for corner;

S 10°10'44" W, 243.81 feet to a ½" galv. Pipe found for corner;

S 34°48'31" W, 240-80 feet to a ½" galv. Pipe found for corner;

N 89°15'43" E, 176.70 feet to a ½" galv. Pipe found for corner;

S 51°24'47" E, 179.28 feet to a ½" galv. Pipe found for corner;

And S 24°08'02" E, 712.00 feet to a ½" galv. Pipe found for the southeast corner of the aforesaid 155.921 acre tract, also being the southwest corner of said Joe Naughton tract, and the same for this tract;

THENCE S 89°08'00" W, 2202.73 feet along the south line of the aforesaid 155.921 tract to POINT OF BEGINNING and containing 140.818 acres of 6,134,018 square feet of land.

APPENDIX A

APPENDIX B
CONSTRUCTION SPECIFICATIONS

Without the ~~ACC~~s ACC's prior written approval for a variance, improvements constructed on every lot must have the following characteristics:

B.1. ~~B.1. No~~ **No Subdivision.** No ~~lot~~Lot may be subdivided.

B.1.1 ~~B.1.1~~ No ~~lot~~Lot may be purchased and used as an entrance or exit to other property unless written permission is given by ~~Declarant~~the Association. No ~~lot~~Lot or portion thereof may be used to construct a bridge across Grove Creek without expressed written permission of the ~~Declarant~~Association. The Association deserves the right to construct a bridge across Grove Creek by Platting through Ellis County.

B.1.2 ~~B.1.2~~ No Oil Development or mining permitted. No oil well, tank, tunnel, or shaft shall be permitted on any ~~lot~~Lot.

B.2. ~~B.2. Houses.~~ The principle improvement on each ~~lot~~Lot must be one detached single family dwelling. Dwelling must be constructed on the ~~lot~~Lot. A dwelling or addition constructed elsewhere may not be moved onto a ~~lot~~Lot. The construction of a dwelling must be started promptly after the ~~ADD~~ACC approves the dwelling's ~~plans~~Plans and ~~specification~~Specification at the start of construction—, but not before, building material to be used on the construction may be stored on the ~~lot~~Lot. Once started, the dwelling and all improvements on the ~~lot~~Lot must be ~~completes~~completed with due diligence.

B.2.1 ~~B.2.1.~~ Two story structures shall have a ground floor area containing a minimum of 15,00 square feet.

B.2.2 ~~B.2.2.~~ All swimming pools must be in ground if larger than 300 gallons. All must be fenced for safety purposes with a minimum height of 4 feet.

B.3. ~~B.3. Minimum Setbacks.~~ On all ~~lots~~Lots, the minimum setback for the front building line is 50 feet. On all ~~lots~~Lots, the minimum width of the side yard on each side of the dwelling must be the smaller of i) 10 percent of the width of the ~~lot~~Lot at the front building line, or (ii) 20 feet wide.

B.4. ~~B.4. Dwelling Side.~~ The total air-conditioned living area of the dwelling, as measured to the outside exterior walls, but exclusive of open porches, garages, patios, and detached accessory buildings, may not be less ~~than~~than: May not be less than 2,000 sq.ft. in Phase 1 ~~lots~~Lots 1 through 11. All creek side ~~lots~~Lots, being Lot 12 Phase 1, and all creek side ~~lots~~Lots in Phase 2 being Lot 13 through 25 and Lot 32 & 33 may not be less than a minimum of 2,400 sq. Ft. All other ~~lots~~Lots in Phase 2 may not be less than 2,2200 sq, ft.

B.4.1 ~~B.4.1.~~ No building shall be erected, altered or permitted on any ~~lot~~Lot to exceed two stories in height without the expressed written permission of the ACC. The ACC shall have the right to approve the construction of detached building and/or guest house in addition to the main dwelling.

B.5. ~~B.5.~~ Exterior Wall Materials. At least 80 percent of the dwelling's total exterior wall area, including window, doors, and porches, must be masonry, such as brick veneer, stone, stucco or concrete. Cement fiberboard siding may be ~~sued~~used if approved by ACC.

B.6. ~~B.6.~~ Roofing Materials. The primary roof of each dwelling must be covered with composition shingles with a projected life of at least 25 years and being weatherwood gray in color. All roofs shall be constructed of fire proof materials. The ACC may permit other materials and colors. The ACC may approve other materials and colors for accent roofs, such as roofs on or above dormers, porches, and bay windows.

B.7. ~~B.7.~~ Stacks & Vents. All plumbing roof vent stacks shall be placed through roof areas so as not to be visible from street. Electrically thermostatic controlled flat attic vents may be installed on roof areas not visible from street side.

B.8. ~~B.8.~~ Garage. On each ~~lot~~Lot, a dwelling must have garage for at least 2 standard-side cars and the garage doors may not face a street. Without the board's prior written approval, the original garage area of a ~~lot~~Lot may not be enclosed or used for any purpose that prohibits the parking of 2 operable vehicles therein.

B.9. ~~B.9.~~ Fences. This section is subject to the ACC's right to adopt specifications for construction or reconstruction of fences and retaining walls. Unless the ACC adopts other specifications, fencing on ~~lots~~Lots must comply with this Section. Fences may not be greater ~~nor~~or less ~~than~~than 4 feet in height without the approval of the ACC. Fences may not be constructed between a dwelling's front building line and the street. The finished sides of all fences should face outward from said ~~lot~~Lot.

B.10. ~~B.10.~~ Driveways. On each ~~lot~~Lot, the driveway must be surfaced with concrete and must comply with the county's culvert requirements or city if annexed in the future.

B.11. ~~B.11.~~ Landscaping. Landscaping must be installed on the front yard of the ~~lot~~Lot within 120 ~~days~~days after substantial completion of the dwelling. A dwelling is considered substantially completed when any portion of the living area is carpeted or considered ready for carpeting as a final finish. The ACC may require that a landscaping plan be submitted with construction ~~plans~~Plans and ~~specifications~~Specifications and may condition its approval of the dwelling on an acceptable landscaping plan. Buyers of new homes may be required to install landscaping according to a prior-approved plan.

B.12. ~~B.12.~~ Air conditioners. Air conditioning equipment may not be installed in the front yard of a ~~dwelling~~dwelling. Window units are prohibited.

B.13. ~~B.13.~~ Utilities. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the county; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers.

B.14. ~~B.14.~~ Sewers. All ~~lots~~Lots must be connected to the sewer system, septic tanks/systems ~~are prohibited~~.

B.15. ~~B.15.~~ **Debris.** No ~~lot~~Lot or other part of the Property may be used as a dumping ground. Waste materials incident to construction or repair of improvements on a ~~lot~~Lot may be stored temporarily on the ~~lot~~Lot during construction while work progresses.

B.16. ~~B.16~~**Firearms.** No hunting or discharging of firearms shall be permitted at any time within the Property.

B.17. **Roof Pitch.** The roof pitch on all dwelling units on any Lot must be 10/12 unless otherwise allowed by the ACC.

APPENDIX C

DECLARANT REPRESENTATIONS & RESERVATIONS

C.1. GENERAL PROVISIONS

~~C.1.1 **Introduction.** Declarant intends the Declaration to be perpetual and understand the provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the Declarant-related provision in this Appendix.~~

~~C.1.2. **General Reservation & Construction.** Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other owner, or the Association, prevent or interfere with the rights contained in this appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between the appendix and any other Document, the Appendix controls. This appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interest in the property.~~

~~C.1.3. **Purpose of Development and Declarant Control Periods.** This appendix give Declarant certain rights during the Development period and declarant control period to ensure a complete and orderly buildout and sellout of the property, which is ultimately for the benefit and protection of owners and mortgages. Declarant may not use its control of the association and the property for an advantage over the owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with 90 days' notice.~~

~~C.1.4 **Definitions.** As used in this appendix and elsewhere in the Documents, the following words and phrases, when capitalized, have the following specified meanings:~~

- ~~a. **"Builder"** means a person or entity which purchases, or contracts to purchase, a lot from Declarant for the purpose of construction a dwelling for resale of under contract to an owner other the Declarant and includes the Builder's successors and assigns.~~
- ~~b. **"Declarant Control Period"** means that period of time during which Declarant controls the operation of the Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earliest of:
 - ~~(1) Fifteen years from dates this declaration is recorded.~~
 - ~~(2) Four months after title to 85 percent of the lots in Phases 1&2, (including future Phase 3 if developed), has been conveyed to owners, Builders, or other persons who purchase lots for the purpose of constructing Dwellings.~~
 - ~~(3) Two years after Declarant cease developing, constructing, or marketing the Property and the lots.~~
 - ~~(4) When, in Declarant's sole opinion, the Association is self-supporting, and operational.~~~~
- ~~e. **"Development Period"** means that period of time during which the Property is being developed, constructed, or marketed, and extends from the date this Declaration is recorded until title to all of the lots that may be created (including on land subject to annexation) has been conveyed to owners other than, Builders, or other persons who purchase lots for the purpose of constructing dwellings for resale to owners. The development period may not exceed 21 years.~~

~~C.2. **DECLARATION CONTROL PERIOD RESERVATIONS.** Declarant reserves the following powers, rights, and duties during the Declarant Control Period:~~

~~C.2.1. **Officers & Directors.** During the Declarant Control Period, Declarant may appoint, remove, and replace any officer or director of the Association.~~

~~C.2.2. **Budget Funding.** During the Declarant Control Period only, Declarant is responsible for the difference between the Association's Operating expenses and the regular assessments received from owners other than Declarant and will provide any additional funds necessary to pay actual cash outlays of the association. On termination of the Declarant Control Period, Declarant will cease being responsible for the difference between the association's operation expenses and the assessments received from owners other than Declarant.~~

~~C.2.3. **Expenses of Declarant.** Expenses related to the completion and marketing of the Property will be paid by Declarant and are not expenses of the Association.~~

~~C.2.4. **Budget Control.** During the Declarant Control Period, the right of owners to veto assessment increases under Article 6 of the Declaration is not effective and may not be exercised.~~

~~C.2.5. **Organizational Meeting.** Within 60 days after the end of the Declarant Control Period, or sooner at the Declarant's opinion, Declarant will call an organizational meeting of the members of the Association for the purpose of electing, by vote of the owners, directors of the board. Written notice of the organization meeting must be given to an owner of each lot at least 10 days before the meeting. For the organizational meeting, owners of 20 percent of the lots constitute a quorum.~~

~~C.2.6. **Common Areas.** At or prior to termination of the Declarant Control Period, Declarant will convey title to the common areas to the Association by deed with or without warranty. At the time of conveyance, the common areas will be free of encumbrance except for the property taxes accruing for the year of conveyance. This conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association of the owner.~~

~~C.3. **DEVELOPMENT PERIOD RESERVATIONS.** Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, at any time during the development period:~~

~~C.3.1. **Phasing.** The property is subject to expansion by phasing. During the Development Period, Declarant, may annex additional land to the Property and Subject it to the Declaration and jurisdiction of the association by publicly recording an amendment of this Declaration, Executed by Declarant. The amendment of annexation must include a legal description of the additional real property or a reference to the recorded revised plat by which additional land is made part of the Property.~~

~~C.3.2. **Weighted Votes.** During the development period, the vote appurtenant to each lot owned by Declarant is weighted 10 times that of the vote appurtenant to a lot owned by another owner. In other words, during the development period, Declarant may cast the equivalent of 10 votes for each lot owned by Declarant on any issue before the Association. On Termination of the Developed Period and thereafter, the vote appurtenant to the lot of declarant is weighted uniformly with all other votes.~~

~~C.3.3. **ACC.** During the development period, Declarant has the absolute right to appoint the Architectural Control Committee, consisting of any number of persons who serve at the please of Declarant, and who may be removed and replaced by Declarant. Notwithstanding the foregoing, during the Development Period after termination of Declarant Control, or earlier if Declarant permits the board may appoint or serve as a "modifications committee" to response exclusively to modifications of completed homes that are owned by persons other than Declarant or Builders. A modification committee may not involve itself with the approval of new homes on vacant lots.~~

~~C.3.4. **Amendment.** During the development period, Declarant may amend this Declaration and other documents, without consent of other owners or any mortgagee, for the following limited purposes:~~

- ~~(1) To add real property to the Property.~~
- ~~(2) To create lots, easements, and common area within the Property.~~
- ~~(3) To subdivide lots of convert lots into common areas.~~

- ~~(4) To modify the construction specifications of Appendix B of this Declaration.~~
- ~~(5) To Comply with requirements of an institutional mortgagee or underwriting lender.~~
- ~~(6) To resolve conflicts, clarify ambiguities, and to correct inadvertent misstatements, errors, or omissions in the documents.~~

~~C.3.5. **Completion.** During the development period, Declarant has (i) the right to complete or make improvements indicated on the plat; (ii) the right to sell or lease any lot owned by Declarant and (iii) an easement and right to erect, construct, and maintain on and in the Area of Common Responsibility and lots owned or leased by Declarant whatever Declarant determine to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the property.~~

~~C.3.6. **Promotion.** During the development period for purposes of promoting, identifying, and marketing the property Declarant reserves for itself (i) an easement and right to place and relocate signs, banners, flags, display lighting, and seasonal landscaping on the Property; (ii) the right to permit builders to place signs and promotional materials on the Property; and (iii) the right to exempt Builders from the sign restriction in Article 4 of this declaration.~~

~~C.3.7. **Access.** During the Development period, Declarant has an easement and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property, and for Discharging Declarant's obligations under this Declaration.~~

~~C.3.8. **Utility Easements.** During the Development Period, Declarant may grant permits licenses, and easements over, in, on, under and through the Property for Utilities, roads, and other purposes necessary for the proper development and operation of the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television and security.~~

~~C.3.9. **Assessments.** During the development period, lots owned by Declarant which are unimproved or under construction are not subject to assessment. Those lots become liable for assessment (in the same manner as other lots) when improved with a substantially completed dwelling. A dwelling is considered substantially completed when any portion of the living area is carpeted or considered ready for carpeting as a final finish.~~

~~C.4. **WORKING CAPITAL FUND.** Declarant may (but is not required to) establish a working capital fund for the Association. Each lot's contribution to this fund will be collected on the closing of the sale of the lot to an owner other than a builder. Contribution to the fund are not advance payments of regular assessments and are not refundable. Declarant will transfer the balance of the working capital fund to the association on or before termination of the Declarant control Period. Declarant may not use the fund to defray expenses or construction costs of the Declarant, or to cover the Association's budget Deficits during the Declarant Control Period.~~

Signed on this _____ day of _____, _____

Richard Fisher

— Jerry Potter

(acknowledgement)

STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged and _____ appeared before me on the _____ day of _____, _____.

My commission expires:- _____

Notary Public, State of Texas
Notary's printed name:

APPENDIX E
CONSENT TO DECLARATION
BY OWNERS OF REAL PROPERTY

We, the below signed owners of certain real property in Ellis County, Texas, hereby consent to the Declaration of Covenants, Conditions & restrictions for Brookbend Grove Sub-division, and acknowledge, agree, understand, and desire that our respective properties will become subject to the declaration when it is recorded in the Public Records of Ellis County, Texas.

Owner

Owner

(Acknowledgement)

STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged and _____ appeared before me on the
_____ day of _____, _____.

My commission expires:- _____

Notary Public, State of Texas
Notary's printed name:-

**APPENDIX F
CONSENT TO DECLARATION
BY HERITAGE BANK**

~~Heritage Bank, whose address is PO BOX 670, Red Oak, Texas 75154, holds a promissory note signed by Richard M. Fisher and Jerry R. Potter DBA Brookbend Grove Joint Venture. The promissory note is secured by deed of trust lien against real property that includes the property described in Appendix A of this declaration. The deed of trust was filed of record on February 6, 1998, under County Clerk's File No. 9802557, Public Records Ellis County, Texas.~~

~~By signing this instrument, Heritage Bank consents to the recording to the Declaration of covenants, conditions, restrictions for Brookbend Grove Sub Division.~~

~~Signed on the _____ day of _____, _____.~~

~~Heritage Bank in
Red Oak~~

~~By: _____~~

~~Printed Name: _____~~

~~Title: _____~~

~~STATE OF TEXAS
COUNTY OF ELLIS~~

~~This instrument was acknowledged and _____ appeared before me on the
_____ day of _____, _____.~~

~~My commission expires: _____~~

~~_____~~

~~Notary Public, State of Texas
Notary's printed name:~~

<p>Reliable Enterprises PO BOX C Waxahachie, TX 75168</p>

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Summary report:	
Litera Compare for Word 11.3.1.3 Document comparison done on 9/3/2024	
9:28:57 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://ccsb-mobility.imatech.com/ACTIVE/11162576/1	
Modified DMS: iw://ccsb-mobility.imatech.com/ACTIVE/11162576/7	
Changes:	
Add	855
Delete	803
Move From	0
Move To	0
Table Insert	2
Table Delete	2
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1662