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RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
ADDISON PLACE

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TABLE OF CONTENTS  
FOR  
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ADDISON PLACE

	<u>Page</u>
INTRODUCTORY	1
ARTICLE I     DEFINITIONS	
1.1        INTERPRETATION	2
1.2        DEFINITIONS	2
ARTICLE II    PROPERTY SUBJECT TO DOCUMENTS	
2.1        PROPERTY	4
2.2        ANNEXATION OF ADDITIONAL LAND	5
2.3        TRANSFER OF COMMON PROPERTIES	5
ARTICLE III   OWNERS' RIGHTS AND EASEMENTS	
3.1        EASEMENT OF ENJOYMENT	5
3.2        EASEMENT OF INGRESS/EGRESS	5
3.3        RIGHT TO USE, LEASE, OR SELL	5
3.4        ENCROACHMENT EASEMENT	6
3.5        MAINTENANCE EASEMENT	6
3.6        RIGHT TO DELEGATE	6
ARTICLE IV    ASSOCIATION'S RIGHTS AND EASEMENTS	
4.1        GENERAL RIGHTS	6
4.2        EASEMENT OVER PROPERTY	6
4.3        EASEMENT FOR ENTRY	7
4.4        RIGHT TO SELF-HELP	7
4.5        RIGHT TO REGULATE COMMON PROPERTIES	7
4.6        RIGHT TO ACQUIRE, HOLD, OR TRANSFER PROPERTY	7
4.7        RIGHT TO BORROW MONEY	8
4.8        RIGHT TO ENFORCE DOCUMENTS	8
4.9        RIGHT OF STANDING	9
4.10       IMPLIED RIGHTS	9
4.11       THIRD PARTY EASEMENTS	9

	<u>Page</u>
ARTICLE V	MAINTENANCE AND REPAIR OBLIGATIONS
5.1	ASSOCIATION RESPONSIBILITY 10
5.2	OWNER RESPONSIBILITY 11
5.3	OWNER DEFAULT 12
ARTICLE VI	THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS
6.1	THE ASSOCIATION 13
6.2	MEMBERSHIP 13
6.3	VOTES 14
6.4	ELIGIBILITY OF VOTES 14
ARTICLE VII	ASSESSMENTS
7.1	PURPOSE OF ASSESSMENTS 15
7.2	TYPES OF ASSESSMENTS 16
7.3	REGULAR ASSESSMENTS 16
7.4	SPECIAL ASSESSMENTS 18
7.5	INDIVIDUAL ASSESSMENTS 18
7.6	DEFICIENCY ASSESSMENTS 18
7.7	CONTROL FOR REGULAR ASSESSMENT INCREASES AND SPECIAL ASSESSMENT 19
7.8	PAYMENT OF ASSESSMENTS 19
7.9	RESERVE FUNDS 20
ARTICLE VIII	ASSESSMENT LIEN
8.1	COVENANT FOR ASSESSMENTS 20
8.2	PERSONAL OBLIGATION 20
8.3	ASSESSMENT LIEN 20
8.4	PRIORITY OF ASSESSMENT LIEN 21
8.5	NOTICE OF LIEN AND OF PAYMENT 21
8.6	POWER OF SALE 22
8.7	ASSOCIATION AGENT 22
8.8	FORECLOSURE OF LIEN 22
8.9	EFFECT OF CONVEYANCE 23
ARTICLE IX	EFFECT OF NONPAYMENT OF ASSESSMENTS
9.1	DEFAULT IN PAYMENT OF ASSESSMENTS 23
9.2	REMEDIES OF THE ASSOCIATION 23
ARTICLE X	ARCHITECTURAL COVENANTS
10.1	PURPOSE 25
10.2	BASIC STANDARDS 25
10.3	ARCHITECTURAL STANDARDS COMMITTEE 26

	<u>Page</u>
10.4	PROHIBITION OF ALTERATION AND IMPROVEMENT 26
10.5	ASC APPROVAL 27
<b>ARTICLE XI</b>	<b>USE RESTRICTIONS</b>
11.1	RULES AND REGULATIONS 27
11.2	RESIDENTIAL USE 28
11.3	RIGHT TO LEASE 28
11.4	ANNOYANCE 29
11.5	PET RESTRICTIONS 29
11.6	APPEARANCE RESTRICTIONS 29
11.7	GARAGE RESTRICTIONS 30
11.8	VEHICLE RESTRICTIONS 30
11.9	LANDSCAPING RESTRICTIONS 31
11.10	DRAINAGE RESTRICTIONS 31
11.11	STRUCTURAL INTEGRITY 32
11.12	VACANT LOTS 32
11.13	SPECIFIC USES 33
<b>ARTICLE XII</b>	<b>INSURANCE</b>
12.1	GENERAL PROVISIONS 33
12.2	CASUALTY INSURANCE ON COMMON PROPERTIES 34
12.3	LIABILITY INSURANCE 35
12.4	OWNERS' RESPONSIBILITIES 36
<b>ARTICLE XIII</b>	<b>RESTORATION</b>
13.1	RESTORATION DEFINED 37
13.2	ASSOCIATION RESPONSIBIITY 37
13.3	OWNER RESPONSIBILITY 38
13.4	DETERMINATION NOT TO RESTORE 39
<b>ARTICLE XIV</b>	<b>CONDEMNATION</b>
14.1	CONDEMNATION DEFINED 39
14.2	CONDEMNATION PROCEEDINGS 39
14.3	CONDEMNATION PROCEEDS 40
14.4	TAKING OF PROPERTY 40
14.5	AMENDMENT 40
<b>ARTICLE XV</b>	<b>TERMINATION AND SALE OF PROPERTY</b>
15.1	TERMINATION 41
15.2	ASSOCIATION AS TRUSTEE 41
15.3	TERMINATION AGREEMENT 42

	<u>Page</u>	
15.4	SALE OF THE PROPERTY	42
15.5	INTERESTS IN SALE PROCEEDS	43
15.6	ALLOCATION AND DISTRIBUTION OF SALE PROCEEDS AND ASSETS	43
15.7	DISSOLUTION OF THE ASSOCIATION	44
ARTICLE XVI PATIOS AND PATIO WALLS		
16.1	PATIOS AND PATIO WALLS	44
16.2	GROUND EASEMENT	44
16.3	PATIO WALL EASEMENT	44
16.4	USE COVENANT	45
16.5	MAINTENANCE COVENANT	45
16.6	ALTERATIONS COVENANT	45
16.7	RIGHT TO CONTRIBUTION	46
16.8	ARBITRATION	46
ARTICLE XVII PROTECTION OF MORTGAGEES		
17.1	KNOWN MORTGAGEES	46
17.2	RIGHTS OF MORTGAGEES	46
17.3	NOTICE TO ELIGIBLE MORTGAGEES	48
ARTICLE XVIII AMENDMENTS		
18.1	AMENDMENTS OF A MATERIAL NATURE	48
18.2	AMENDMENT TO TERMINATE	49
18.3	AMENDMENT OF ANNEXATION OR WITHDRAWAL	50
18.4	OTHER AMENDMENTS TO DECLARATION	50
18.5	GENERAL AMENDMENT PROVISIONS	50
ARTICLE XIX INDEMNIFICATION		
19.1	INDEMNIFICATION	51
19.2	COST OF INDEMNIFICATION	51
19.3	LIABILITY OF OWNERS	52
ARTICLE XX GENERAL PROVISIONS		
20.1	COMPLIANCE	52
20.2	THE ASSOCIATION	53
20.3	NOTICE	53
20.4	CONFLICT BETWEEN DECLARATION AND BYLAWS	53
20.5	SEVERABILITY	53
20.6	CAPTIONS	53
20.7	DURATION	53
EXHIBIT "A"	LEGAL DESCRIPTION OF LAND	

RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

ADDISON PLACE

THIS RESTATED DECLARATION supersedes and replaces that certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 82101, Page 2387, of the Deed Records of Dallas County, Texas (the "Prior Declaration").

W I T N E S S E T H:

WHEREAS, the ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC. (the "Association") together with its individual members are the several owners of certain real property (the "Land"), more particularly described in Exhibit "A" hereto, which has been developed with a residential community known as ADDISON PLACE (the "Property"); and

WHEREAS, the Association has certain powers and duties, including (i) protecting the value, desirability, and attractiveness of the Property; (ii) maintaining certain lands and improvements within the Property; (iii) administering and enforcing the covenants and conditions governing the Property; (iv) collecting and disbursing all assessments and charges deemed necessary to such maintenance, administration, and enforcement; (v) amending the governing documents and the covenants, conditions and restrictions, as necessary; and (vi) performing such other services as may be deemed desirable to benefit the Owners; and

WHEREAS, the Association desires to amend its governing declaration of covenants, conditions and restrictions for the benefit of current and future owners of the Property and in so doing to replace and supersede in its entirety the Prior Declaration with a restatement of the governing declaration of covenants, conditions and restrictions to the Property; and

WHEREAS, such proposed amendment has been approved by the Association's board of directors and by sixty percent (60%) of the total eligible votes of the membership of the Association, as required by Section 7.2 of the Prior Declaration; and

NOW, THEREFORE, the Association, acting by and through its duly authorized officers, does hereby declare that the Land described above shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Restated Declaration of Covenants, Conditions and Restrictions herein set forth which shall run

Rev. 4/3/89

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with the real property and be binding on all parties having or acquiring any rights, title, or interest in the Land or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, it being hereby expressly declared that the Prior Declaration is in all respects and all wise replaced and superseded by the Restated Declaration of Covenants, Conditions and Restrictions herein set forth.

ARTICLE I  
DEFINITIONS

1.1 INTERPRETATION. Whenever used in this Declaration and in the other Documents, as herein defined, unless the context shall provide otherwise, a reference to one gender shall include all genders. Similarly, a reference to the singular shall include the plural, the plural the singular, where the same would be appropriate.

1.2 DEFINITIONS. The following words and phrases shall have specified meanings whenever capitalized and used in this Declaration and in the other Documents, as herein defined, unless otherwise expressly provided.

a. "Area of Association Responsibility" refers to those portions of the Lots which are the responsibility of the Association to maintain pursuant to Section 5.1.b.

b. "Assessment" means the charges assessed against each Lot and Owner pursuant to the Documents and include Regular Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments as defined in Article VII.

c. "Association" means ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

d. "Board" or "Directors" means the Board of Directors of the Association as provided for in the Bylaws.

e. "Bylaws" means the Bylaws of the Association, and all amendments thereto.

f. "Common Expense" means all lawful expenditures made or incurred by or on behalf of the Association, including actual and estimated expenses of operating the Association and any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Documents.

g. "Common Properties" means (i) all personal property owned or leased by the Association and (ii) all real property owned or leased by the Association, including, without limitation, Lots 8 through 13, inclusive, of Block H, Addison Place (the "Clubhouse Lots") and subject to this Declaration, being all of the Land and improvements thereon, excepting and excluding all Lots other than the Clubhouse Lots and any right, title, or interest in or to any portion of the Land owned by any public utility or governmental entity.

h. "Declaration" means this Restated Declaration of Covenants, Conditions and Restrictions, and all amendments hereto, as recorded in the Deed Records of Dallas County, Texas.

i. "Documents" means, singly or collectively as the case may be, this Declaration, the Bylaws, the Association's Articles of Incorporation, the Rules and Regulations of the Association from time to time in effect, and all amendments to any of these.

j. "Eligible Mortgagee" (also referred to as the eligible lender) means a first mortgage holder who has requested from the Association notice of certain matters, pursuant to Section 17.3.

k. "Eligible Vote" means the vote appurtenant to each Lot eligible to be counted for quorum purposes and to be cast on an issue at hand pursuant to Section 6.4.

l. "Home" means any individual residential dwelling structure including that portion of same which is a wholly enclosed parking garage.

m. "Land" means those certain tracts of land located in Dallas County, Texas, and more particularly described in Exhibit "A" hereto, and such additional land as may be subjected to this Declaration by subsequent amendment.

n. "Lot" means a portion of the Land, other than Common Properties, to be individually and separately owned and all improvements thereon.

o. "Member" means every person or entity who owns one (1) or more Lots and thereby holds membership in the Association. Every Member shall be an Owner of a Lot.

p. "Mortgagee" means the beneficiary or holder of a recorded first and superior mortgage, vendor's lien, or deed of trust on any Lot.

Rev.3/27/90

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q. "Occupant" means a person in possession of a Home, regardless of whether said person is an Owner.

r. "Owner" means the record Owner, whether one (1) or more persons or entities, of a fee title to any Lot. Contract sellers and Mortgagees who acquire fee title to any Lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure shall be Owners. Persons or entities having ownership interests merely as security for the performance of an obligation shall not be Owners. Every Owner shall be a Member of the Association.

s. "Patio" means that portion of a Lot outside the Home and wholly bounded by walls, fences, and gates, and being customarily referred to as a patio, sideyard, backyard, courtyard, or atrium.

t. "Personal Property" means everything that is the subject of ownership, not coming under the denomination of real estate, including, without limitation, any property which is movable.

u. "Property" means, collectively, the Land, Lots, and Common Properties known as ADDISON PLACE, more particularly described and shown on the recorded subdivision plat for Addison Place, an Addition to the City of Addison, Dallas County, Texas, recorded at Volume 82038, Page 1386, Plat Records, Dallas County, Texas, and as depicted by Exhibit "B" hereto, and all improvements thereon, including all Homes.

v. "Rules and Regulations" means rules and regulations, adopted by the Board in accordance with the Bylaws as same may be amended from time to time.

w. "Exterior Parking Space" means the parking space located within each Lot with direct access from the public right-of-way to which said Lot is adjacent. When taken together with the two parking spaces provided by the enclosed garage portion of a Home, the Exterior Parking Space is the third parking space required by Public Ordinance No. 604, City of Addison, relating to Addison Place.

ARTICLE II  
PROPERTY SUBJECT TO DOCUMENTS

2.1 PROPERTY. The Property, including every Home, Lot, and all Common Properties, is and shall be held, transferred, sold, conveyed, leased, and occupied subject to this Declaration, the Bylaws, the Rules and Regulations, and all amendments to any of these. Every Owner shall be responsible to the Association and to

Rev.3/27/90

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the other Owners for the conduct of his family, guests, employees, agents, contractors, tenants, and his tenant's family, guests, employees, agents, and contractors on the Property and their compliance with provisions of the Documents.

2.2 ANNEXATION OF ADDITIONAL LAND. The Association shall have the right and power to annex real property to the provision of this Declaration and the jurisdiction of the Association, subject to the consent of the owner thereof; provided, however, no such annexation shall be effective unless and until this Declaration is amended as provided in Section 18.3.

2.3 TRANSFER OF COMMON PROPERTIES. The Board shall have the right and power to convey, dedicate, or transfer all or any part of the real property constituting a portion of the Common Properties for such purposes and upon such terms and conditions as may be agreed to by the consent of not less than two-thirds (2/3) of the Eligible Votes; provided, however, no such conveyance, dedication, or transfer shall be effective unless and until this Declaration is amended as provided in Section 18.3. The portion of the Common Properties consisting of personal property may be conveyed, bargained, sold, or transferred by the Board acting upon its sole discretion in the best interest of the Association.

ARTICLE III  
OWNERS' RIGHTS AND EASEMENTS

In addition to the general and implied rights inherent in ownership of real property and membership in a non-profit corporation, and the rights and responsibilities contained elsewhere in the Documents, every Owner shall have the following rights and easements:

3.1 EASEMENT OF ENJOYMENT. Every Owner is hereby granted a right and easement of enjoyment in, over and through the Common Properties and to use of improvements therein. Such easement shall be appurtenant to and shall pass with the title to every Lot, subject to: (i) the rights and easements of the Association and other Owners and (ii) restrictions on use contained in the Documents.

3.2 EASEMENT OF INGRESS/EGRESS. Every Owner is hereby granted an easement upon, across, and through the Property as may be reasonably required for ingress and egress to his Lot.

3.3 RIGHT TO USE, LEASE OR SELL. Every Owner is hereby granted the absolute right to use, hold, occupy, lease, transfer, sell, and convey his Lot, subject only to the Documents, including the rights, easements, and restrictions contained therein.

Rev.2/8/90

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3.4 ENCROACHMENT EASEMENT. Every Owner is hereby granted an easement for the existence and continuance of any encroachment by his Home upon any adjoining Lot or Common Property now existing or which may come into existence hereafter as a result of construction, repair, shifting, settlement, movement of any portion of a Home, or as a result of condemnation, so that any such encroachment may remain undisturbed so long as the Home stands.

3.5 MAINTENANCE EASEMENT. Every Owner is hereby granted an easement in, upon, over, across, and through adjoining Lots and Common Properties for the maintenance, repair, or reconstruction of his Home. Such easement may not materially interfere with the use of an adjoining Lot or Common Properties and the Owner shall be obligated to restore the adjoining Lot or Common Properties to its original condition, at his expense, within a reasonable period of time. Requests for entry to an adjoining Lot shall be made in advance for a time reasonably convenient for the Owner of the adjoining Lot who shall not unreasonably withhold consent.

3.6 RIGHT TO DELEGATE. Every Owner is hereby granted the right to delegate his right of use and enjoyment in and to the Common Properties to the members of his family, his guests and tenants and shall be deemed to have made such delegation to the Occupants of his Lot.

ARTICLE IV  
ASSOCIATION'S RIGHTS AND EASEMENTS

In addition to the powers and rights granted to the Association by the Documents and by law, the Association shall have the following rights and easements:

4.1 GENERAL RIGHTS. The Association is hereby granted the right and power to do any and all things that are lawful for a non-profit mutual benefit corporation organized under the laws of the State of Texas, and which are necessary, proper, or desirable in operating for the peace, health, comfort, safety, enjoyment, and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

4.2 EASEMENT OVER PROPERTY. The Association is hereby granted an easement and absolute right, upon, over, across, and under the Lots, Homes, and Common Properties:

a. To promulgate, amend, and enforce the Documents, including reasonable Rules and Regulations for the use, enjoyment, maintenance, and appearance of the Property;

Rev. 2/8/90

6

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b. To perform maintenance and any other duties required of it by the Documents; and

c. To exercise any other rights and powers deemed necessary or desirable.

**4.3 EASEMENT FOR ENTRY.** The Association is hereby granted an easement over the Lots to enter upon any Lot or Home for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance of the Property and operation of the Association, which right may be exercised by the Association's Directors, officers, agents, employees, managers, and all persons legitimately engaged in the protection of life and property in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Notwithstanding the foregoing, nothing in this section gives the Association the right to enter an occupied home at any time.

**4.4 RIGHT TO SELF-HELP.** The easement for entry provided in Section 4.3. includes the right of the Association to enter upon a Lot or Home to abate or remove, using such force as may reasonably be necessary, any erection, thing, or condition which violates the Documents. Unless an emergency situation exists, the Board shall give the violating Owner fifteen (15) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorneys' fees actually incurred, shall be an Individual Assessment against the Lot in violation.

**4.5 RIGHT TO REGULATE COMMON PROPERTIES.** The Association is hereby granted the right to charge reasonable fees for the use of any portion of the Common Properties and to limit the number of guests of Owners and Occupants who may use the Common Properties.

**4.6 RIGHT TO ACQUIRE, HOLD, OR TRANSFER PROPERTY.** The Association is hereby granted the right to acquire in its own name any right, title, or interest to real property for such purposes and upon such terms and conditions as may be agreed to by the consent of a majority of the Directors. Further, notwithstanding Sections 2.2 and 2.3, the Association is hereby granted the right to acquire in its own name any right, title, or interest to real or personal property, and to hold, use, maintain, insure, manage, lease, encumber, and transfer such acquired property, subject only to the approval of a majority of Directors, provided, however:

- a. Such property is personal property; or
- b. Such property is real property; or
- c. Such real property constitutes whole or partial satisfaction of a debt to the Association; or

Rev.3/27/90

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d. Any and all net income or proceeds generated by such property shall become Common funds of the Association; or

e. A majority of Directors shall deem such acquisition and disposition to be in the best interests of the Association.

Property acquired by the Association in whole or partial satisfaction of a debt to the Association may not be retained by the Association for longer than is practicable under the circumstances to convert such property into cash (or its equivalent).

4.7 RIGHT TO BORROW MONEY. The Association is hereby granted the right, in accordance with the Bylaws, to borrow money for any purpose authorized by the Documents, subject to the ability of the Association to repay such borrowed funds from Assessments and further subject to this limitation on the amount: if the total original amount of such loan equals or exceeds a pro rata \$500.00 per Lot, the Board may only proceed after approval by a majority of the Eligible Votes. In aid thereof, the Association is hereby granted the right to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property, including its lien and receivables for Common Expenses, as security for money borrowed or debts incurred, provided that the rights of such mortgagee in said property shall be subordinate and inferior to the rights of the Owners under the Documents.

4.8 RIGHT TO ENFORCE DOCUMENTS. The Association shall have the right to enforce the Documents as follows:

a. The Association, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the provisions of the Documents.

b. The result of every act or omission which violates any provision contained in the Documents is hereby declared to be a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result.

c. The Association is hereby granted the right to suspend the enjoyment of the Common Properties (except rights of ingress and egress) of any Owner and the Occupants of his Lot, and their respective guests, for any period during which any Assessment against such Owner or his Lot remains unpaid. Such suspension shall not constitute a waiver or discharge of the Owner's obligation to pay Assessments.

d. The Association is hereby granted the right, as part of and in conjunction with the authority of the Board to establish Rules and Regulations provided for elsewhere in these Documents, to levy reasonable charges in the nature of fines, as an Individual Assessment, against the Owner of a Lot if such Owner or the Occupant of his Lot, their respective family, guests, employees, agents, or contractors violate any provision contained in the Documents. Such charges may be levied for each infraction or for each day such infraction continues, and shall not constitute a waiver or discharge of the Owner's obligations under the Documents.

e. The Association is hereby granted the right to suspend the enjoyment of the Common Properties (except rights of ingress and egress) of any Owner and the Occupants of his Lot, and their respective guests, for any period during which said Owner or Occupant, or their respective family, guests, employees, agents, or contractors violate any provision contained in the Documents. Such suspension shall not constitute a waiver or discharge of the Owner's obligations under the Documents.

f. Failure by the Association or by any Owner to enforce any of the provisions contained in the Documents shall in no event be deemed a waiver of the right to do so thereafter.

g. The remedies herein provided for breach of the provisions contained in the Documents shall be deemed cumulative, and none of the remedies shall be deemed exclusive.

4.9 RIGHT OF STANDING. The Association is hereby granted the right to institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of the Association or two (2) or more Owners on matters affecting the Property or Association.

4.10 IMPLIED RIGHTS. The Association is hereby granted the right to exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

4.11 THIRD PARTY EASEMENTS.

a. Utility easement. Any utility company or entity, public or private, furnishing utility service to the Property is hereby granted an easement in, upon, over, across, under and through the Property for ingress, egress, meter reading,

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installation, maintenance, repair, or replacement of all utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property and the Homes. Said utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security. Should any utility company or entity furnishing any of said services request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Board shall have the right to grant such easement, without soliciting approval of the Owners, provided that it does not materially impair the rights of any Owner.

b. Protection Easement. A blanket easement of unobstructed ingress and egress in, upon, over, across, and through the Property is hereby granted to all police, fire fighters, emergency medical personnel, and all persons legitimately engaged in the protection of life and property in the performance of their duties.

c. Delivery Easement. The United States Postal Service and delivery and courier services are hereby granted an easement to enter upon the Lots and Common Properties in the performance of mail or parcel delivery.

ARTICLE V  
MAINTENANCE AND REPAIR OBLIGATIONS

5.1 ASSOCIATION RESPONSIBILITY. The Association shall maintain, repair, restore, replace, control, manage, operate, and insure (i) all property owned by the Association and (ii) all of the Property, save and except those portions for which Owners are individually responsible as provided in Section 5.2.a. These duties shall be discharged when and in such manner as the Board shall deem appropriate. Restoration and replacement of those portions of the Property which are the responsibility of the Association will be undertaken in a manner and of such a nature as the Board may determine upon its sole judgment in the best interests of the Association. The cost thereof shall be a Common Expense funded by uniform Assessments against all Lots. The responsibilities of the Association pursuant to this Section 5.1. fall into the two following categories:

a. Common Properties. The Association shall maintain, repair, improve, restore, replace, control, manage, and operate all of the Common Properties, and shall pay utilities, insurance, taxes, and public assessments thereon. Common Properties subject to this requirement include, but are not limited to:

Rev.4/3/90

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(1) The swimming pool area, including pool equipment, decking, fences, and furniture;

(2) The clubhouse building, including offices and amenities;

(3) Landscaped greenbelts, including plant material, irrigation systems, and sidewalks;

(4) Any personal property, furnishings, and equipment owned by the Association; and

(5) Such other facilities, improvements, or areas owned by the Association and within the Property.

b. Area of Association Responsibility. The Association shall maintain, repair, restore, and replace, subject to the insurance and restoration provisions of this Declaration, the Area of Association Responsibility upon each Lot, which Area of Association Responsibility shall be limited to the following items:

(1) Paved sidewalks up to but not including the entry way porches of the Homes;

(2) All yards, plant materials, retaining walls, planter beds, sprinkler systems, and other improvements not within Patios.

5.2 OWNER RESPONSIBILITY. Every Owner has the following responsibilities and obligations for maintenance of the Property:

a. The maintenance, repair, restoration, improvement, and insurance of the Lot and all improvements within and thereon, save and except the Area of Association Responsibility, shall be the sole responsibility of the Owner thereof, who shall perform such responsibilities subject to the authority granted to the Association by the Documents.

b. Notwithstanding the foregoing, Owners are responsible for the maintenance, repair, replacement and painting of all exterior wooden trim and siding material, including, but not limited to, fences, air conditioner enclosures, caulk, utility accessories and any other painted exterior surfaces of Homes.

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c. Each Owner shall have the duty to maintain and keep in good repair all portions of the Property for which he is responsible. No Owner may do any work or fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness or safety of the Property, reduce the value thereof, diminish the appearance thereof, or impair any easement.

d. Each Owner shall obtain approval by the Architectural Standards Committee before altering the appearance of any portion of his Lot, if such alteration is or may be visible from the street, Common Properties, or another Lot.

e. Each Owner shall be responsible for his own willful or negligent acts and those of the Occupants of his Lot, and their respective family, guests, agents, employees, or contractors when such acts interfere with the Association's performance of its maintenance responsibilities, or when such acts necessitate maintenance, repair, or restoration of the Common Properties, the Area of Common Responsibility, of the property of another Owner.

f. This Section 5.2 applies to Patios and the landscaping therein, as well as to structural improvements on the Lot.

5.3 OWNER DEFAULT. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and restore items for which he is responsible, the Board shall give such Owner written notice of the Association's intent to provide such necessary maintenance, repair, or restoration at Owner's sole cost and expense. The notice shall set forth, with reasonable particularity, the maintenance or restoration deemed necessary. The Owner shall have fifteen (15) days within which to complete said maintenance, repair, or restoration, or in the event such work cannot be completed within said fifteen (15) day period, to commence such work which shall be completed within a reasonable time. If an Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or restoration at Owner's sole cost and expense, and said cost shall be an Individual Assessment. Notwithstanding the foregoing, in the case of an emergency the Board's responsibility to give the Owner written notice shall be waived and the Board may take any action it deems necessary to protect life or property, the cost of such action being the Owner's sole cost and expense.

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ARTICLE VI  
THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

6.1 THE ASSOCIATION. The Association is, at all times and will be, a non-profit, non-stock corporation organized and existing under the laws of the State of Texas. The duties and powers of the Association are those set forth in this Declaration, the Articles of Incorporation, and the Bylaws, together with the general and implied powers of a non-profit mutual benefit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the peace, health, comfort, safety, enjoyment, and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

6.2 MEMBERSHIP. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association, ownership of a Lot being the sole qualification for membership. Membership shall be appurtenant to and inseparable from ownership of a Lot. Each Member shall have the rights, duties, and obligations set forth in the Documents. No Owner, whether one (1) or more persons or entities, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by every Member, but in no event shall more than one (1) vote be cast for each Lot.

a. Entity Members. In the event a Member is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity or entities in the affairs of the Association, with the exception that such person may not be elected or appointed to serve as a Director; provided, however, that such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Member, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with the Bylaws.

b. Transfer of Membership. Transfer of Lot ownership, either voluntarily or by operation of law, shall terminate such Owner's appurtenant membership in the Association, and said membership shall thereupon be vested in the purchaser or transferee of such Lot. Any attempt to separate membership in the Association from ownership of the Lot is void and will not be recognized by the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

c. Contract Sellers. A Member who sells his Lot to a contract purchaser under an agreement to purchase may delegate his membership rights to the contract purchaser. Such delegation must be in writing and must be delivered to the Board before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot until fee title to such Lot is transferred.

6.3 VOTES. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required by Section 6.2 for membership. There shall be only one (1) vote appurtenant to each Lot. If a Lot is owned by more than one (1) person, all such Owners shall be Members; however, the vote for such Lot shall be exercised as they among themselves determine. A vote is not divisible, and in no event shall more than one (1) nor less than one (1) such vote be cast with respect to any Lot.

6.4 ELIGIBILITY OF VOTES. With respect to all actions to be taken by the Owners, both at meetings of the Association and otherwise, except as required expressly elsewhere in the Documents or by state law, the number of votes or consents, as the case may be, of Owners required (i) to determine a quorum; or (ii) to determine a majority; or (iii) to approve or disapprove an action, shall be based on the number of Eligible Votes. An "Eligible Vote" is the vote appurtenant to each Lot to be counted for quorum purposes and to be cast in all meetings, actions and decisions of the Members except that the vote appurtenant to the following Lots shall be suspended and shall not be counted as an Eligible Vote: (i) a Lot against which or which the Owner of which any Assessment is delinquent (see Section 9.1) at the time of voting; (ii) a Lot for which more than one (1) person or entity seeks to exercise the one (1) appurtenant vote; or (iii) any Lot owned by the Association. Notwithstanding the foregoing:

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a. Mortgagee Votes. The rights of Mortgagees to vote in the affairs of the Association, as provided in Section 17.2.g., is not affected by this Section, except in the instance and to the extent that such Mortgagee is also an Owner.

b. Notice of Meetings and Actions. All Owners, irrespective of the eligibility of their votes, shall be given notice of (i) all meetings of the Association and (ii) all actions requiring a vote of the Owners, if such vote is to be cast by written consent and not at a meeting of the Association.

c. Notice of Delinquency. Prior to the casting of Eligible Votes, the Owner of any Lot against which Assessments are delinquent shall be notified, by the Board, of: (i) the fact of such delinquency; (ii) the amount necessary to satisfy the delinquency; (iii) the manner and time of payment, as determined by the Board, which will satisfy the delinquency and restore the vote's eligibility. Further, such Owner shall be provided an opportunity, prior to the casting of votes, to retire the delinquency and restore the eligibility of the vote appurtenant to such Owner's Lot.

d. Cure of Delinquency. In the event of a dispute between the Association and an Owner delinquent in Assessments regarding the validity of such delinquency, retirement of such delinquency by said Owner in order to restore the eligibility of said Owner's vote shall not constitute a waiver of the Association's obligation to return funds which were improperly assessed against said Owner or his Lot.

ARTICLE VII  
ASSESSMENTS

7.1 PURPOSE OF ASSESSMENTS. The Assessments provided for herein shall be used by the Association for the general purposes of promoting the recreation, health, safety, benefit, welfare, and enjoyment of the Owners and Occupants and, in particular, (i) to improve, maintain, repair, and restore the Property as required by this Declaration; (ii) to operate the Association and finance its duties as required by this Declaration; and (iii) to fund any and all Common Expenses required of the Association or the Owners by the Documents or by law. The decision of the Board with respect to the use of Assessments shall be final so long as made in good faith.

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7.2 TYPES OF ASSESSMENTS. There are hereby created four (4) types of Assessments (Regular, Special, Individual, and Deficiency) which, from time to time, may be specifically levied by the Board against the Lots and which shall be supported by an Assessment lien as provided in Article VIII.

7.3 REGULAR ASSESSMENTS.

a. Purpose of Regular Assessments. Regular Assessments shall be used for Common Expenses related to the operation, maintenance, insurance, and reserve responsibilities of the Association, including but not limited to:

(1) Maintenance, repair, and replacement, as necessary, of all improvements, equipment, signage, and personal property owned by the Association;

(2) Maintenance, repair, and replacement, as necessary, of the Area of Association Responsibility;

(3) Landscape maintenance and replacement within the Common Properties, including irrigation and lighting;

(4) Landscape maintenance and replacement, including irrigation, within the Area of Association Responsibility;

(5) Any utilities billed to the Association and serving the Common Properties or the Area of Association Responsibility;

(6) Any services billed to the Association and serving all the Lots;

(7) Real estate and ad valorem taxes on the Common Properties and the Association's income taxes;

(8) Management, legal, accounting, auditing, and professional fees for services to the Association;

(9) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of direct benefit to the Association;

(10) Insurance premiums and deductibles;

(11) Contributions to the reserve funds; and

(12) Any other expenses which the Association is required by law or the Documents to secure or pay, or which in the opinion of the Board shall be necessary or proper for the operation and maintenance of the Property or for the enforcement of the restrictions and limitations contained in the Documents.

b. Annual Budget. The Board shall prepare and approve an estimated balanced annual budget for each Association fiscal year which shall take into account the estimated income and Common Expenses for the year, including reserve funds as required in Section 7.9. A summary of each estimated annual budget shall be available at the annual meeting and upon request from the management company, although failure to receive such summary shall not affect the liability of any Owner for any existing or future Assessments.

c. Basis of Regular Assessments. Regular Assessments for a given fiscal year shall be determined by dividing the annual budget, minus estimated income from sources other than Regular Assessments, by the number of Lots and shall be fixed at a uniform rate for all Lots, regardless of size, value, or location. If the Board shall not approve an annual budget or shall fail to determine new Regular Assessments for any year, or shall be delayed in doing so, each Owner shall continue to pay the Regular Assessment as last determined. Regular Assessments for a given fiscal year will be payable in twelve (12) equal monthly installments due on the first day of each month; provided however, if, pursuant to the Bylaws, the Board of Directors so requires, Regular Assessments may be declared payable in quarterly or annual payments.

d. Interim Regular Assessment Increase. If, during the course of any fiscal year, it shall appear to the Board that the Regular Assessments are insufficient to cover the estimated Common Expenses for the remainder of such year, then the Board shall approve a budget supplement to cover the estimated deficiency for the remainder of the year. The Regular Assessment shall be increased by an amount determined by dividing the budget supplement by the number of Lots. The amount of the increased Regular Assessment per Lot will then be prorated evenly over the number of monthly or quarterly installments, as the case may be, remaining in that fiscal year. If the Regular Assessment for that fiscal year is payable by annual payment, the increased amount will then be due in full in that fiscal year on a date specified by the Board of Directors.

7.4 SPECIAL ASSESSMENTS. In addition to the Regular Assessments authorized above, the Board without consent of Owners may levy, in any fiscal year, one (1) or more Special Assessments for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserve funds. Special Assessments shall be at a uniform rate for all Lots. Notwithstanding the foregoing, the Board may not levy Special Assessments for the following two (2) purposes without the approval by a majority of the Eligible Votes present in person or by proxy at a special or annual meeting of the Association, notice of which shall specify that purpose:

a. Any Special Assessment which would cause the total amount of Special Assessments allocable to each Lot in any one fiscal year to exceed one-half (1/2) the Regular Assessment for such fiscal year; or

b. Any Special Assessment for the acquisition or construction of capital improvements which constitute additions to the Property, rather than repair or replacement of then-existing components of the Property.

At least thirty (30) days prior to the effective date of any special assessment, the Board shall notify the Owners of the amount of, the purpose of, and the due date of such special assessment.

7.5 INDIVIDUAL ASSESSMENTS. An Individual Assessment is any Assessment levied by the Board against one (1) or more, but fewer than all of the individual Lots and their respective Owners, pursuant to the Documents. Individual Assessments may include, but are not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) court costs and attorneys' fees; (iii) fines for violations of the Documents; (iv) reimbursement for damages caused by willful or negligent acts for which an Owner is liable; (v) individual services or materials provided to a Lot by or through the Association; and (vi) reimbursement for costs incurred in bringing an Owner and his Lot into compliance with the provisions of the Documents.

7.6 DEFICIENCY ASSESSMENTS. The purpose of Deficiency Assessments is to fund certain extraordinary Common Expenses for which the Association has actual, but not anticipated, liability. The Board, without consent of Owners, may levy a Deficiency Assessment against Owners for the purpose of defraying, in whole or in part, (i) the Association's cost of restoration in the event that insurance proceeds or condemnation awards prove insufficient; (ii) increases in the Association's insurance premiums, property taxes, or income taxes that were not anticipated by the then current budget; (iii) any assessment, fee, fine, or charge lawfully levied on the Association by any governmental authority or public utility; or (iv) the cost of any judgment award payable by the Rev.2/8/90

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Association. Deficiency Assessments shall be at a uniform rate for all Lots. The Board shall notify the Owners in writing of the amount of, the purpose of, and the due date of such Deficiency Assessment. Deficiency Assessments may not be used for any purpose other than that stated in the notice thereof. If the amount received by the Association from Deficiency Assessments exceeds the actual cost of the stated purpose, the excess shall be reimbursed to the Owners at a uniform rate for all Lots; provided, however, that no Owner shall receive a sum greater than that actually contributed by him and that any delinquent Assessment against such Owner or his Lot shall be deducted from the reimbursement to such Owner.

7.7 CONTROL FOR REGULAR ASSESSMENT INCREASES AND SPECIAL ASSESSMENTS. At least thirty (30) days prior to the effective date of any Special Assessment or Annual Assessment increase, the Board shall notify the Owners of the amount of, the purpose or budgetary basis of, and the effective or due date of such Special Assessment or Annual Assessment increase. Such Special Assessment or Annual Assessment increase shall automatically become effective unless Owners representing a majority of the Eligible Votes object in writing at least thirty (30) days prior to the effective date of such Assessment or increase. If the Owners timely object, the President or any Director shall call a meeting of Owners for the purpose of approving such Assessment or increase. Such Assessment or increase shall automatically become effective unless disapproved at such meeting by Owners representing a majority of the Eligible Votes. If the Annual Assessment increase or Special Assessment is disapproved at such meeting by the requisite number of Owners, then and until such time as a revised budget shall have been determined as provided herein, the budget in effect at the time of the proposed increase shall continue in effect.

7.8 PAYMENT OF ASSESSMENTS. All Assessment payments shall be made to the Association at its principal office or at such other place as the Board may otherwise direct. Payments shall be made in full, regardless of whether any Owner has any dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. The Association hereby has the right to reject partial payments of Assessments and demand the full payment thereof. All payments accepted by the Association shall be applied first to Individual Assessments (including, in the following order, first attorney's fees and related costs incurred by the Association, next to late charges and collection costs incurred, next to accrued interest, if any, and then to other Individual Assessments outstanding), then to Deficiency Assessments, then to Special Assessments, and then to Regular Assessments. Payment of Assessments shall not constitute a waiver of the Association's obligation to return funds which were improperly assessed against an Owner or his Lot.

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7.9. RESERVE FUNDS. The Association shall establish and maintain in one or more separate interest-bearing accounts reserves for operations and for replacement and repair. Such reserves are to be funded by Regular Assessments.

a. Operations Reserves. The Association shall maintain operations reserves at a level sufficient to cover the cost of operational or maintenance emergencies or contingencies, provided such reserves shall not be less than three percent (3%) of the Association's annual budget.

b. Replacement and Repair Reserves. The Association shall maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Common Properties and Area of Common Responsibility.

ARTICLE VIII  
ASSESSMENT LIEN

8.1 COVENANT FOR ASSESSMENTS. Each Owner of any Lot, by acceptance of a deed therefor whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association (i) Regular Assessments, (ii) Special Assessments, (iii) Individual Assessments, and (iv) Deficiency Assessments, either estimated or actual, levied by the Association pursuant to the terms of this Declaration against such Owner or Lot. The covenant to pay Assessments shall be both a continuing affirmative covenant, personal to the Owner, and a continuing covenant running with the Lot.

8.2 PERSONAL OBLIGATION. The covenant to pay Assessments is a separate, distinct, and personal obligation of the person or entity who is the Owner of the Lot at the time such Assessments arise, and remains such Owner's personal obligation notwithstanding his subsequent disposition of the Lot. Where a Lot is owned by two or more persons or entities, or a combination thereof, the personal obligation for Assessments is the joint and several obligation of each such person or entity. Such personal obligation shall bind his heirs, devisees, personal representatives, and assigns. No Owner may exempt himself from this Assessment liability by waiver of the use or enjoyment of the Common Properties or by abandonment of his Lot. The personal obligation of an Owner is also subject to Section 11.15 of this Declaration.

8.3 ASSESSMENT LIEN. All Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, are a charge on the Lot and are secured by a continuing Assessment lien upon the Lot against which or against the Owner of which such Assessments were made. Assessments shall attach against Rev.4/3/89

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the respective Lots at the time such Assessments are levied by the Board, although it is expressly and specifically agreed that the Assessment lien against each and all of the Lots in the Property was and has been created and validly existing upon, from, and after the recording date of the Declarations of Covenants, Conditions and Restrictions recorded at Volume 82101, Page 2387, Deed Records, Dallas County, Texas, which instrument is being replaced and superseded by this Declaration. Where a Regular Assessment for a fiscal year is payable in monthly or quarterly installments, it is deemed levied on the first day of each month or quarter, as the case may be, in which it is due. Where a Regular Assessment for a fiscal year is due in an annual payment, the Regular Assessment is deemed levied upon the first day of the fiscal year of the Association to which such Regular Assessment relates. The date of levy of Special, Deficiency, and Individual Assessments and increases in Regular Assessments will be specified at the time the requisite action is taken by which such Assessment is levied. Assessments shall become due and payable within ten (10) days from the date each such Assessment is levied, unless otherwise specified in this Declaration, in the Bylaws, or by the acts of the Association or Board which levies such Assessments.

8.4 PRIORITY OF ASSESSMENT LIEN. All Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall constitute a lien on such Lot superior to all other liens and encumbrances on such Lot, except for (i) liens for taxes, assessments, and other levies by governmental and taxing authorities, which, by law, would be superior to this Assessment lien, and (ii) liens for all sums unpaid under a first and superior mortgage, vendor's lien, or deed of trust made in good faith and for value and duly recorded prior to the date on which Assessments against the Lot were levied. All other lienors acquiring liens or encumbrances on any Lot after recordation of this Declaration shall be deemed to consent that such liens or encumbrances are inferior to the lien provided herein to secure the payment of future Assessments, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. Notwithstanding the foregoing, the Assessment lien provided for herein shall be prior and superior to any declaration of homestead recorded after recordation of this Declaration, unless such priority over homestead shall be prohibited by law.

8.5 NOTICE OF LIEN AND OF PAYMENT. To evidence the Assessment lien, the Board may, but shall not be required to, prepare written notice setting forth (i) the amount of any unpaid indebtedness, including interest, late charges, costs, and reasonable attorneys' fees; (ii) the name of the Owner of the Lot; and (iii) a sufficient legal description of the Lot. Such notice shall be signed and acknowledged by an officer or duly authorized agent or attorney of the Association and shall be recorded with the Clerk of Dallas County, Texas. The Assessment lien will become enforce-  
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able from the date such Assessments were due and shall continue so until all sums owing have been fully paid or otherwise satisfied. Upon timely curing of default for which a notice of lien was filed by the Association, the Board is authorized to cause to be recorded an appropriate notice of payment of such amounts. The cost of preparing and recording such notice of payment shall become the defaulting Owner's expense as an Individual Assessment.

**8.6 POWER OF SALE.** By accepting a deed to his Lot, whether or not it was so expressed in such deed or other conveyance, each Owner hereby expressly grants to the Association in connection with the Assessment lien, a power of sale to be exercised in accordance with Section 51.002 of the Texas Property Code, as amended or superseded from time to time and referred to in this Declaration as the "Foreclosure Statute."

**8.7 ASSOCIATION AGENT.** If the Association elects to pursue its lien rights pursuant to the private power of sale granted in Section 8.6., the notice of sale will be executed by the person designated by the Board of Directors to act on behalf of and for the benefit of the Association in accordance with the requirements of the Foreclosure Statute.

**8.8 FORECLOSURE OF LIEN.** The Assessment lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association. Any such foreclosure shall be conducted by the Association's designated agent in accordance with the provisions applicable to the express powers of sale as set forth in the Foreclosure Statute or in any manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorneys' fees. The Owner shall also be required to pay to the Association a reasonable rental for the Lot and Home during the period of foreclosure, and the Association shall be entitled to a receiver to collect same. The Association shall have the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

The conveyance of the Lot to a purchaser shall be with general warranty binding the defaulting Owner, his heirs and assigns. Out of the foreclosure sale proceeds, the Association shall pay (i) first, all the expenses of advertising the sale and making the conveyance; (ii) then, to the Association the full amount of Assessments, late charges, service charges, interest, attorneys' fees, and other charges due and unpaid on said Lot; and (iii) then, the balance of the sales price, if any, shall be paid to such Owner, his heirs or assigns. The recitals in the conveyance to a purchaser shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against such Owner, his heirs and assigns.  
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8.9 EFFECT OF CONVEYANCE. Each Owner, and each prospective Owner, is hereby placed on notice that the covenant to pay Assessments may operate to place upon him the responsibility for payment of Assessments which arose prior to the time of conveyance of the Lot, and which may be due and payable at the time of conveyance. Whether by voluntary or involuntary conveyance, the purchasing Owner ("Grantee") shall be jointly and severally liable with the selling Owner ("Grantor") for all unpaid Assessments levied by the Association against Grantor or his Lot prior to conveyance of such Lot, without prejudice to Grantee's right to reimbursement from Grantor. Any prospective Owner may request and shall be entitled to a statement from the Association stating the amount of unpaid Assessments against Grantor or his Lot. Grantee shall not be liable for any unpaid Assessments owed by Grantor in excess of the amount set forth in such statement; provided, however, that Grantee shall be liable for any Assessments arising after the date of any such statement. Notwithstanding the foregoing, any foreclosure purchaser, other than Grantor, who obtains title to a Lot as a result of foreclosure by the Association of an Assessment lien on such Lot shall not be liable for unpaid Assessments (in excess of the cash price paid by such purchaser at such foreclosure sale) which accrue prior to the time such foreclosure purchaser acquires title to the Lot. This Section 8.9. is subject to Section 17.2.

ARTICLE IX  
EFFECT OF NONPAYMENT OF ASSESSMENTS

9.1 DEFAULT IN PAYMENT OF ASSESSMENTS. Any installment or payment of a Regular Assessment, Special Assessment, Individual Assessment, or Deficiency Assessment not received by the Association within fifteen (15) days from the due date for such installment or payment shall be delinquent.

9.2 REMEDIES OF THE ASSOCIATION. Each Owner vests in the Association the right and power to bring all rights and remedies the Association may have hereunder or by law against an Owner delinquent in payment of Assessments. The Board shall have the responsibility to take prompt action to collect any and all delinquent Assessments. Under no circumstances, however, shall the Association be liable to any Owner or other person or entity for failure or inability to enforce collection of any Assessments. In addition to rights and remedies of the Association hereunder or by law, the Association shall have the following rights and remedies:

a. Interest. In the event of default in the payment of an Assessment, such Owner shall be obligated to pay interest on the principal amount due plus late charges, if any, from due date thereof, the rate of said interest to be

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determined by the Board but not to exceed the maximum permitted by law. Such interest shall be an Individual Assessment.

b. Late Charges. The Board may levy reasonable late charges against an Owner in default on payment of Assessments. Such late charges shall be an Individual Assessment.

c. Returned Check Fee. The Board may levy reasonable fees for each check that is dishonored for any reason by the drawee of such check. Such fees shall be an Individual Assessment.

d. Form of Payment. The Board may prescribe the form and method of payment by which delinquencies shall be cured, such as by cashier's check and not by personal check. Such instructions may be issued by the Board on a case-by-case basis, as circumstances warrant.

e. Collection Expenses. An Owner in default on Assessment payments shall also be liable to the Association for expenses, including attorneys' fees, incurred by the Association to collect such Assessment, interest, and late charges. Such collection expenses shall be an Individual Assessment.

f. Acceleration. If an Owner shall be in default in payment of an installment of an Assessment, the Board may accelerate the remaining installments upon ten (10) days' written notice to such Owner, whereupon the entire unpaid balance of such Assessment shall become due upon the date stated in such notice. The Board may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration.

g. Suspension. In addition to the suspension of an Owner's voting rights pursuant to Section 6.4, in the event of an Owner's default in the payment of Assessments, the Board may suspend the Owner's enjoyment of the Common Properties (except his rights of egress and ingress to his Lot) so long as any Assessment owed by said Owner to the Association remains unpaid.

h. Money Judgment. A suit to recover a money judgment for delinquent Assessments shall be maintainable by the Association without foreclosing or waiving the lien securing same. Such suit shall be had in Dallas County, Texas.

i. Notice to Mortgagee. The Board may give notice of default to the Mortgagee(s) on a Lot if the Owner of such Lot has not cured such default within thirty (30) days. The Board shall give such written notice to any Mortgagee which has submitted to the Association a written request to receive such notification by sending such notice to the name and address furnished by the requesting Mortgagee.

j. Cumulative remedies. The preceding remedies shall be in addition to and not in substitution for all other rights and remedies which the Association may have hereunder or by law, including the Assessment liens and rights to foreclosure and sale thereunder, as provided in Article VIII.

**ARTICLE X**  
**ARCHITECTURAL COVENANTS**

10.1 PURPOSE. Because the Homes are part of a single, unified community, the Association shall have the right and responsibility to regulate the exterior design, use, and appearance of the Lots, Homes, and Common Properties in order to preserve and enhance the Property's value and architectural harmony.

10.2 BASIC STANDARDS. Only single family homes may be constructed on the Lots, and no more than one Home shall exist on any one Lot at a time. No Home shall be constructed with less than 1,000 square feet of enclosed living space exclusive of carport, open porches, eaves, terraces, and garage. No garage shall be constructed except as an integral part of the residence it serves, and none shall be converted to living space.

All roofing materials shall consist of concrete tile. Exteriors abutting Areas of Association Responsibility shall consist of not less than eighty percent (80%) brick and glass. Other exterior surfaces shall consist of not less than eighty percent (80%) masonry, which includes brick, stucco and glass. All fences shall be wood or other material approved in writing by the Board and shall not exceed eight (8) feet in height. All materials, colors and construction details shall be consistent with the general appearance of the existing structures.

All utilities, including, but not limited to, telephone wiring and excepting transformers and other such equipment, shall be placed below grade. No individual water supply or sewage disposal system shall be permitted on any Lot, and all Homes must attach to the facilities provided by the water and sanitation district serving the Property. No operations for mining or exploration for, or removal of, any water, oil, minerals of any kind, gravel, or any earth substance of any kind shall be conducted on any Lot.  
Rev. 4/2/90

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**10.3 ARCHITECTURAL STANDARDS COMMITTEE.** The Architectural Standards Committee (the "ASC") shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board, pursuant to Section 6.1 of the Bylaws. The ASC shall have jurisdiction over any and all construction, alteration, addition, installation, modification, redecoration, or reconstruction of improvements, including landscaping, on or to the Lots and Common Properties. The ASC may promulgate detailed standards and procedures governing its area of responsibility and practice, which may be recommended to the Board for promulgation as Rules and Regulations. Decisions of the ASC may be appealed to the Board which shall have the right, but not the duty, to consider such appeals. The Board shall have the authority and standing, on behalf of the Association, to enforce decisions of the ASC in courts of competent jurisdiction. The powers and duties of the ASC and the procedures for the exercise of its rights and discharge of its duties are provided for further in Section 6.1 of the Bylaws.

**10.4 PROHIBITION OF ALTERATION AND IMPROVEMENT.** No improvement or structure of any kind may be erected or maintained upon the Property, including the Lots, Homes, and Common Properties, nor may any exterior alteration, improvement, or addition of any kind be made thereto until the same has been approved in writing by the ASC. The foregoing requirement for prior written approval of the ASC applies equally to new construction and to existing improvements. No excavation, grading, impermeable decking, or other improvement which may interfere with established drainage patterns may be undertaken or installed until the same has been approved in writing by the ASC. For purposes of illustration, but not limitation, prohibited alterations and improvements include: buildings, walls, obstructions, screens, fences, gates, patios, balconies, patio or balcony covers, tents, awnings, carports, swimming pools, antennas, microwave or satellite dishes, receiving or transmitting towers, ornamental iron or burglar bars, storm windows or doors, exterior light fixtures, free standing mailboxes, trash can enclosures, chimneys, and skylights. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Home. Notwithstanding the foregoing, structures existing on the following Lots which obstruct access to the Exterior Parking Space on each Lot may be maintained and repaired:

Block	Lot	Address	Block	Lot	Address
A	5	WG 106	F	6	WG 030
B	15	PR 079	F	7	WG 036
D	4	UB 090	F	20	KL 007
D	13	VL 091	G	16	PR 031
E	5	VL 100	G	21	PR 001
E	15	WW 079	H	15	UB 037
F	4	WG 018			

Rev. 4/10/90

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10.5 ASC APPROVAL. Any request by an Owner for the ASC's approval or authorization as required by this Article shall be submitted in writing to the ASC, in accordance the established procedures and requirements of the ASC. If the ASC does not respond in writing within ninety (90) days of the date of actual receipt by the ASC of all such information as may be required by the procedures of ASC, the ASC shall be deemed to have approved said request. In no event shall any construction, alteration, addition, installation, modification, redecoration, or reconstruction be commenced or maintained until the required approval has been obtained from the ASC.

ARTICLE XI  
USE RESTRICTIONS

11.1 RULES AND REGULATIONS. All Homes, Lots, and Common Properties shall be held, used and enjoyed subject to the restrictions contained in this Article and the right of the Board to establish Rules and Regulations consistent with and in the implementation of the restrictions contained in this Article and elsewhere in the Declaration, which may include imposition of reasonable charges in the nature of fines and other sanctions for infractions thereof, governing:

- a. The types, sizes, numbers, conditions, uses, and locations of motorized and recreational vehicles on the Property;
- b. The use of the private off-street parking areas within the Property, including speed limits and parking restrictions;
- c. The disposal of trash, including types and locations of containers;
- d. Hazardous, illegal, or annoying materials or activities in and upon the Property;
- e. The use and maintenance of a private security system for the Common Properties and any private security system which an Owner may elect to install within his Home;
- f. The terms of the agreements for the leasing of Homes as relate to both the rights and obligations of Occupants and the enforcement provisions thereof, pursuant to the Documents;
- g. The wasteful consumption of utilities billed to the Association;

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