

# DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

## BELLEZA TOWNHOMES DALLAS COUNTY, TEXAS

**Declarant:** Mira Lagos TH Partners, Ltd., a Texas Limited Partnership

*This Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as BELLEZA TOWNHOMES in Dallas County, Texas and the operation of BELLEZA TOWNHOMES HOMEOWNERS ASSOCIATION INC.*

STATE OF TEXAS

COUNTY OF         Dallas        

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BELLEZA TOWNHOMES**

This Declaration of Covenants, Conditions and Restrictions (“the **Declaration**”) is made by Mira Lagos TH Partners, Ltd. (“the **Declarant**”), and is as follows:

**RECITALS:**

- A. This Declaration is filed with respect to certain real property located in Dallas County, Texas, described on **Exhibit “A”**, attached hereto and incorporated herein by reference (the “**Property**”). Declarant is the owner of the Property.
- B. Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.
- C. By filing this Declaration, Declarant serves notice that the Property will be subjected to the terms and provisions of this Declaration.

**NOW, THEREFORE**, it is hereby declared: (i) that the Property (or any portion thereof) will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Declaration uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Declaration, the text will control.

**ARTICLE I  
Definitions**

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms herein shall be defined as set forth below:

- 1.1 **“Amenity Center”**: Includes the pool, pool building, the deck area, the pool equipment, the parking spaces, paving (including sidewalks), landscaping, arbors, furniture and equipment and all other improvements to be constructed on Lot IX, Block C as noted on the Plat.
- 1.2 **“Applicable Law”**: The statutes and public laws and ordinances in effect at the time a provision of restrictions is applied and pertaining to the subject matter of the restriction provision, included but not limited to, all ordinances and any other applicable building codes, zoning restrictions and permits or other applicable regulations. Statutes and ordinances specifically referenced in the

restrictions are "Applicable Law" on the date of the restrictions and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

- 1.3 "Architectural Control Committee" or "ACC": A committee originally appointed by the Declarant to provide for architectural control and design for the Property. After Declarant Control Period expires, members shall be appointed by the Board of Directors.
- 1.4 "Assessments": means any charge levied against a Residence or Owner by the Association, pursuant to the Governing Documents or applicable laws.
- 1.5 "Association": means the association of Owners of all Residences in the Property organized as BELLEZA TOWNHOMES HOMEOWNERS ASSOCIATION INC, a Texas non-profit corporation, its successors and assigns, and serving as the "property owners' association" defined in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration and the Bylaws. Neither the corporate organization documents nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.
- 1.6 "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Texas corporate law.
- 1.7 "Builder": A person or entity which purchases, or contracts to purchase, a Lot from Declarant (or from such person or entity that purchases a Lot from Declarant) for the purpose of constructing a Home for resale or under contract to an Owner other than Declarant.
- 1.8 "Bylaws": The Bylaws of the Association which are adopted as may be amended from time to time in accordance with the terms and conditions of this Declaration.
- 1.9 "Certificate of Formation": The Certificate of Formation of the Association, as filed with the Secretary of State of the State of Texas.
- 1.10 "City": The City of Grand Prairie, Texas
- 1.11 "Class A Member": All Owners except Declarant as provided in Article IV, Section 4.3 of this Declaration.
- 1.12 "Class B Member": Declarant as provided in Article IV, Section 4.3.
- 1.13 "Common Area": See Article VI, Section 6.3.
- 1.14 "Declarant": Mira Lagos TH Partners, Ltd., a Texas limited partnership or any successor, successor-in-title, or assign who takes title to the Property or any part hereof and who is designated as the Declarant in a recorded instrument executed by an immediately preceding Declarant; provided there shall be only one Declarant at any time.

**Declarant enjoys special rights and privileges to help protect its investment in the Property. These special rights are described in this Declaration. Many of these rights do not terminate until either Declarant: (i) has conveyed all Lots which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument.**

- 1.15 "Declarant Subsidy": Funds contributed by the Declarant in accordance with Exhibit D, Section D.2.2

- 1.16 **“Declarant Control Period”** shall mean the period of time beginning on the date that this Declaration is recorded, and terminating at such time as Declarant no longer owns a Residence or in any event, no later than twenty-five (25) years from the date this Declaration is recorded (unless Declarant, in its sole discretion, terminates the Declarant Control Period prior to such time and declares so in a recorded instrument) during which time the Declarant may exercise its Declarant rights per Exhibit “D”.
- 1.17 **“Declaration”**: This Declaration of Covenants, Conditions and Restrictions for BELLEZA TOWNHOMES HOMEOWNERS ASSOCIATION INC, Dallas County, Texas.
- 1.18 **“Governing Documents”**: The Governing Documents include the following documents as each may be amended: This Declaration, the Bylaws, the Certificate of Formation, any resolutions or rules adopted by the Board, and the Plat, as any of these may be amended from time to time. An appendix, exhibit, schedule or certification accompanying a Governing Document is a part of that Governing Document.

**GOVERNING DOCUMENTS**

<b>Certificate of Formation (recorded)</b>	Establishes the association as a Texas nonprofit organization
<b>Declarations of Covenants, Conditions &amp; Restrictions (recorded)</b>	Establishes deed restrictions for the Property
<b>Bylaws (recorded)</b>	Governs the Association’s internal affairs, such as elections, meetings, etc.
<b>Community Manual (if adopted, recorded)</b>	Establishes Rules and Regulations and policies governing the Association.
<b>Rules and Regulations (if adopted, recorded)</b>	Regulates the use of property, activities, and conduct within the Property or the Common Area
<b>Board Resolution (adopted by the Board of the Association)</b>	Establishes rules, policies and procedures for the Property, Owners and the Association

- 1.19 **“Home”**: A residential dwelling constructed as an improvement to a Lot.
- 1.20 **“Individual Assessments”**: As provided in Article VII, Section 7.10 and assessed against an Owner and Owner’s Residence including but not limited to Fines and Damages Assessments as described in Article VII, Section 7.10(a).
- 1.21 **“Lot”**: A fee simple lot that is part of the Property and shown on the Plat, intended for independent ownership, on which there is or will be constructed a Residence. Where the context indicates or requires, “Lot” includes any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot.
- 1.22 **“lot”**: Any and all lots within the Property, including, without limitation, the Lots.
- 1.23 **“Majority”**: means more than half.
- 1.24 **“Manager”**: A professional property owner’s association management company hired by the Board to manage the affairs of the Association.
- 1.25 **“Member”**: Means a member of the Association.
- 1.26 **“Owner”**: The record Owner, whether one or more persons or entities, of the fee simple title to a Residence within the Property. Declarant is the initial owner of all Lots. Contract seller and mortgagees who acquire title to a Residence through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are Owners. Persons or entities having ownership interests

merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

- 1.27 "Plat": shall mean or refer to the final plat that is or will be filed with respect to the Property in the Map or Plat Records of Dallas County, Texas, pertaining to the MIRA LAGOS EAST TOWNHOMES – SOUTH subdivision, including all dedications, limitations, restrictions, easements, and reservations shown on the Plat, and as the same may be amended from time to time as deemed necessary or desired.
- 1.28 "Pool Area": shall mean the swimming pool, pool equipment, pool furniture, decking, cabana and other improvements, furniture and fixtures located in, on or around the pool including fencing, gates and alarms if installed.
- 1.29 "Project": A residential community to be developed and constructed on the Property.
- 1.30 "Property": The real property subject to this Declaration and all improvements, rights and appurtenances to the land described on Exhibit "A" and includes every lot thereon.
- 1.31 "Public Records": The Public Real Estate Records of Dallas County, Texas.
- 1.32 "Regular Assessments": "Regular Assessments" (herein so called) shall be determined, assessed and expended on a calendar year basis, which shall be the fiscal year of the Association for all regular budgeted annual expenses of the Association including a reserve amount.
- 1.33 "Reserve Fund": See Article VII, Section 7.3.
- 1.34 "Residence": A Lot and all improvements thereon including a home constructed on said Lot within the Property.
- 1.35 "Resident": A person who lives in a Residence who is not the Owner including but not limited to family members, caregivers, lessees or tenants.
- 1.36 "Rules": means rules and regulations adopted by the Board in accordance with the Governing Documents per Article V, Section 5.2(a) of this Declaration.
- 1.37 "Special Member Assessments": "Special Member Assessments" (herein so called) are Assessments levied on any Member for damage or loss that has been determined by the Board to have been caused either directly or indirectly by the acts of such Owner or Resident or Owner's or Resident's agent, employee, family, invitee or visitor.
- 1.38 "Special Purpose Assessments": "Special Purpose Assessments" (herein so called) are Assessments levied for the purpose of paying for any capital improvements or other unanticipated expenses that normally would have been paid out of Regular Assessments, but which were not included in that year's budget.
- 1.39 "Townhome": Any Home which is attached to another Home or Homes.
- 1.40 "Transfer Fees": See Article VII, Section 7.16.
- 1.41 "Working Capital Fee": See Article VII, Section 7.15.
- 1.42 "Working Capital Fund": See Article VII, Section 7.15.

## ARTICLE II GENERAL PROVISIONS

**Section 2.1 Property Subject to Declaration.** The real property described in Exhibit A is held, transferred, sold, conveyed, leased, occupied, used, insured and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration. As of the date this Declaration is filed of record in the Public Records of Dallas County, Texas, the Property shall be subject to this Declaration and said Declaration shall run with the Property, be for the benefit of, and bind all successors, heirs, and assignees of the property owner and burden the Property.

**NOTICE**

**The Restrictions are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the Rules**

**Section 2.2 Binding Effect.** As of the date this Declaration is filed of record in the Public Records of Dallas County, Texas, this Declaration shall be binding upon and for the benefit of Declarant and each Owner and such Owner's heirs, executors, administrators, trustees, personal representatives, successors and assigns, whether or not so provided or otherwise mentioned in the deed or instrument conveying any interest in or title to any Lot and/or Residence.

**Section 2.3 Replats.** No Lot shall be re-subdivided; provided, however, Declarant shall have and hereby reserves the right, at any time or from time to time, to file a replat of all or any part of the Property then owned by Declarant, subject to obtaining any necessary approval, joinder or consent of the appropriate governmental authorities.

**Section 2.4 City Ordinance.** The Property is subject to the ordinances adopted by the City of Grand Prairie, Texas. Please be advised that this Declaration does not purport to list or describe each ordinance or regulation which may be applicable to a Lot or Residence located within the Property. Each Owner is advised to review all ordinances, requirements, regulations and encumbrances affecting the use and improvement of the Lot or Residence prior to submitting plans to the ACC for approval. Certain encumbrances may benefit parties whose interests are not addressed by the ACC.

**Section 2.5 Plat Dedications, Easements & Restrictions.** In addition to the easements and restrictions contained in this Declaration, the Property is subject to the dedications, limitations, easements, restrictions, and reservations shown or cited on the Plat, which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Residence, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by the Plat, and further agrees to maintain any easement that crosses its Residence for which the Association does not have express responsibility.

**ARTICLE III  
OWNER RESPONSIBILITY**

**Section 3.10 Townhome Residences.** The Property has been developed for Townhome Residences.

**Section 3.2 Owner Responsibility.** This Declaration contemplates that the Association will maintain some significant components of the Lots and Homes. Every Owner is responsible for the maintenance, repair and replacement of all Improvements located on such Owners' Lot, unless such Improvements are maintained by the Association as either a Common Area or specifically designated to be maintained by the Association as defined on Exhibit "C" – Maintenance Responsibility Chart. Every Owner has the following responsibilities and obligations for the maintenance, repair and replacement of their Lot:

- a) To maintain, repair, and replace the Home located on the Owner's Lot and any Improvements which exclusively serve such Owner's Lot, except for maintenance, repair or replacement required to be performed by the Association in accordance with Exhibit "C" – Maintenance Responsibility Chart;
- b) To not do any work or fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto;
- c) To be responsible for his own willful or negligent acts and those of his or the Resident's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair or replacement of

Common Area or the property of another Owner, or any component of the Property for which the Association has maintenance and/or insurance responsibility;

- d) To perform his or her responsibilities in such a manner so as not to unreasonably disturb other Owners and Residents;
- e) To promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible;
- f) To pay for the cost of repairing, replacing or cleaning up any item that is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants or guests, with the cost thereof to be added to and to become part of the Owner's next chargeable Assessment.

**SEE EXHIBIT "C" – MAINTENANCE RESPONSIBILITY CHART**

**ANY RESPONSIBILITY NOT SPECIFICALLY ASSIGNED TO THE ASSOCIATION ON THE MAINTENANCE RESPONSIBILITY CHART IS THE OWNER'S INDIVIDUAL RESPONSIBILITY.**

**Section 3.3 Disputes.** If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the dispute will be resolved by the Board, who shall delegate such maintenance responsibility to either the Association or the Individual Owner(s), as determined by the Board in its sole and absolute discretion.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS**

**Section 4.1 Function of Association.** The Association shall be the primary entity responsible for enforcement of this Declaration. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Certificate of Formation and the laws of the State of Texas.

**Section 4.2 Formation and Governance.** The Association will be governed by the Board of Directors. The Board of Directors shall consist of not less than three (3) and not more than five (5) members; the exact number to be fixed in accordance with the provisions of the Bylaws. The Association will be administered in accordance with the Bylaws. Unless the Governing Documents provide otherwise, any action requiring approval of the Members may be approved in writing by a Majority of all Members, including both Class "A" Members and Class "B" Members.

**Section 4.3 Classes of Membership.** The Association shall have two classes of voting members.

- a) **Class "A" Members.** The Class "A" Members shall be comprised of all Owners except the Class "B" Member, if any. Every Owner and every successive Owner shall be a Member of the Association. There shall be only one membership per Residence. If a Residence is owned by more than one Owner, all co-Owners shall share the privileges of the one membership allocated to the Residence, subject to reasonable Board regulation. Each Class "A" Member shall be entitled to one equal vote for each Residence in which they hold the interest required for membership under this Article, except that there shall be only one vote, whole and undivided, per Residence.

- b) **Class "B" Member.** The sole Class "B" Members shall be the Declarant and shall be entitled to (i) one vote for each Lot owned or (ii) two (2) votes for each Lot transferred by Declarant to a third-party Owner, whichever is greater. The Class "B" Member shall be entitled to appoint a majority of the members of the Board during the Declarant Control Period, in the manner specified in the Bylaws. The Class "B" Member shall have a right to disapprove any action of the Board and/or committees as provided in the Bylaws. Additional rights of the Class B Member are specified in the relevant sections of the Governing Documents and specifically in accordance with Exhibit D of this Declaration. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:
- (i) the transfer of record title to one hundred percent (100%) of the Residences to Class "A" Members other than Builders; or
  - (ii) When in its sole discretion, the Declarant so determines and declares such termination and conversion in a recorded instrument.

**ARTICLE V**  
**ASSOCIATION AND BOARD POWER AND DUTIES**

**Section 5.1 Association Power and Duties.** The Association shall have the right, duty and responsibility to maintain and care for, without limitation, all Common Areas on the Property, and shall have the right, power and authority to do any act which is consistent with or required by the provisions of this Declaration, the Governing Documents or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

- a) The power to levy and collect Assessments (of whatever nature) for the maintenance, repair or replacement of the Common Area and for such other purposes as are herein provided.
- b) The duty to keep accurate accounting records with respect to all activities and operations of the Association.
- c) The power to adopt schedules, procedures and Rules concerning the operation of the Association, including, but not limited to any and all Common Area.
- d) Any and all powers as contemplated by the Certificate of Formation and the Bylaws.
- e) The Association will maintain copies of the Governing Documents and the Association's books, records and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to Chapter 209.005 of the Texas Property Code. If there are conflicts between the Certificate of Formation, this Declaration and the Bylaws and the provisions of Texas law, the provisions of Texas law shall prevail. The governing documents shall prevail in the following order:
  - Certificate of Formation
  - This Declaration
  - The Bylaws

**Section 5.2 Board Power and Duties.** The Board, acting on behalf of the Association, will have the following powers at all times:

- a) **Rules, Bylaws and Community Manual.** To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules, regulations, and Bylaws not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Property (including the operation, maintenance and preservation thereof) or the Association.
- b) **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 as provided herein and in Article XIII below.
- c) **Right of Entry and Enforcement.** To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner or Resident, upon any Residence for the purpose of enforcing the Governing Documents or for the purpose of



maintaining or repairing any area, improvement or other facility to conform to the Governing Documents. The expense incurred by the Association in connection with the entry upon any Residence and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Residence so entered, will be deemed an Individual Assessment against such Residence, will be secured by a lien upon such Residence, and will be enforced in the same manner and to the same extent as provided in Article VII hereof for Assessments. 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 thereto, 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 Governing Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Governing Documents. The Association may not alter or demolish any improvements on any Lot other than any Common Area in enforcing these Governing Documents before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Residences has been obtained. EACH SUCH OWNER AND RESIDENT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS ARTICLE V (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

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

e) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Signs, streetlights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (v) Any similar improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed by this Declaration or by Applicable Law.

f) Manager. To retain and pay for the services of a Manager to manage and operate the Association, including the Association's property, to the extent deemed advisable by the Board. Personnel may be employed directly by the Association or may be furnished by the Manager. Each contract entered into between the Board and the Manager will be terminable by the Board without cause upon sixty (60) days' written notice to the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers, and functions to the Manager. In addition, the Board may adopt transfer, resale certificate fees or any other fees associated with the provisions of management services to the Association or its Members to be paid to the Manager. THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.

g) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, gardening and all other utilities, services, repair and maintenance for any portion of the Property, Common Area, private or public recreational facilities, easements, rights-of-ways, signs, parks, parkways, median strips,

sidewalks, paths, trails, ponds, and lakes.

h) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments, in each case, that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of this Declaration or as determined by the Board.

i) Construction on Common Area. To construct new improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the Board.

j) Contracts. To enter into contracts or licenses with any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area or other property.

k) Effect on Owner Privileges. To establish rules governing and limiting the use of the Common Area and any improvements thereon by any Owner.

**Section 5.3 Liability Limitations:** Neither Declarant, the Board, the Manager, the Architectural Control Committee nor any member, director, officer or representative of Declarant, the Board, the Manager or the Architectural Control Committee (collectively, the "Limited Parties") (a) shall be personally liable for the debts, obligations or liabilities of the Association, nor for any mistake of judgment, whether negligent or otherwise, of the Association; or (b) shall have any personal liability with respect to any contract or other commitment made by the Limited Parties, on behalf of the Association, and the Association, as a common expense of the Association, shall indemnify and hold the Limited Parties harmless from any and all expenses, loss or liability to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each director and each officer of the Association and each member of the Architectural Control Committee shall be indemnified and held harmless by the Association, as a common expense of the Association, from any expense, loss or liability to others (to the extent not covered by insurance proceeds) by reasons of having served as such director, officer or Architectural Control Committee member and against all expenses, losses and liabilities, including but not limited to court costs and reasonable attorneys' fees, incurred by or imposed upon such director, officer or Architectural Control Committee member in connection with any proceeding to which such person may be a party or have become involved by reason of being such director, officer or Architectural Control Committee member at the time any such expenses, losses or liabilities are incurred subject to any provisions regarding indemnity contained in the Association's Bylaws, INCLUDING, WITHOUT LIMITATION, ANY OF SUCH MATTERS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SUCH PARTIES; provided, however, this indemnity does not cover liabilities resulting from such director's, officer's or Architectural Control Committee member's gross negligence or willful misconduct. Any right to indemnification provided herein shall not be exclusive of any other rights to which a director, officer or Architectural Control Committee member, or former director, officer or Architectural Control Committee member, may be entitled. The Association shall have the right to purchase and maintain, as a common expense of the Association, directors', officers' and Architectural Control Committee members' insurance on behalf of any Person who is or was a director or officer of the Association or an Architectural Control Committee member against any liability asserted against any such person and incurred by any such person in such capacity, or arising out of such person's status as such.

**Section 5.4 Obligations of Owners:** Without limiting the obligations of Owners under the Governing Documents, each Owner has the following obligations:

- a) Information. Within 30 days after acquiring an interest in a Residence, and on request by the Association from time to time, an Owner will provide the Association with the following information: (1) a copy of the recorded deed by which Owner has title to the Residence; (2) the Owner's address, phone number and driver's license number, if any; (3) any mortgagee's name, address and loan number; (4) the name and phone number of any Resident other than the Owner; (5) the name, address, and phone number of Owner's managing agent, if any.
- b) Pay Assessments. Each Owner will pay Assessments properly levied by the Association against the Owner or his Residence.

- c) **Comply.** Each Owner will comply with the Governing Documents as amended from time to time.
- d) **Reimburse.** Each Owner will pay for damage to the Property or loss caused directly or indirectly by the negligence or willful misconduct of the Owner, Resident or the Owner's or Resident's family, guests, employees, agents or invitees.
- e) **Liability.** Each Owner is liable to the Association for violations of the Governing Documents by the Owner, a Resident, or the Owner's or Resident's family, guests, employees, agents, or invitees and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

## **ARTICLE VI**

### **PROPERTY RIGHTS**

**Section 6.1. Common Area.** Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area subject to:

- a) This Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association;
- b) The right of the Board to adopt Rules regulating the use and enjoyment of the Common Area, including the imposition of reasonable monetary fines for infractions of such Rules;
- c) The right of the Board to enter into joint agreements and contracts with other property Owners or property Owners' associations for the provision of services by such property Owners including, without limitation, management, maintenance, landscaping, concierge, property monitoring services, and trash removal services;
- d) The right of the Association to grant easements as to the Common Area or any part thereof as provided in the Governing Documents; and
- e) The right of the Board to mortgage, pledge or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred.

**Section 6.2. Delegation of Use.** Any Owner shall delegate his right of enjoyment to the Common Area and the Amenity Center to his or her tenants or contract purchasers who reside at the Owner's Residence.

**Section 6.3 Common Area Defined.** The common area of the Property ("**Common Area**") consists of:

- a) All of the Property save and except the Lots.
- b) The land described in Exhibit A as Common Area and all improvements thereon including lot 1X, block C, lots 14X & 15X, block A, 13X, block B, 7X & 16X, block C and 50X & 51X, block D.
- c) Any easements shown on the Plat, and all Improvements thereon, to the extent that the City of Grand Prairie requires the Association to maintain those areas or to the extent that the City fails or refuses to maintain them.
- d) The screening walls, fences, or berms along the major perimeter streets of the Property if installed.
- e) Any formal entrance to the Property and all improvements related thereto, including signage, landscaping, electrical and water installations, planter boxes and fencing on both sides of the entrance if installed.
- f) Personal property owned by the Association, such as books and records, office equipment, pool supplies, pool equipment, furniture and fixtures.
- g) Any right, title or interest in real property that is held by the Association for the use and benefit of Owners or Residents of the Property.
- h) Any modification, replacement, or addition to any of the above-described areas and improvements.

**Section 6.4 Streets Within Property.** The streets within the Property (hereafter "**Streets**") are publicly owned. To the extent not prohibited by Applicable Law, the Association, acting through the Board, is specifically authorized to adopt, amend, repeal, and enforce rules, regulations, and procedures for use of the Streets including but not limited to:

- a) Identification of vehicles used by Owners and Residents and their families and guests.
- b) Designation of speed limits and parking or no-parking areas.
- c) Removal or prohibition of vehicles that violate applicable Rules.
- d) Fines for violations of applicable Rules.

**ARTICLE VII**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

The Association will use Assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of 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. The Board's decision with respect to the imposition and application of Assessments is final.

**Section 7.1 Creation of the Lien and Personal Obligations of Assessments.** Each Owner of any Residence by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, Regular Assessments, Special Purpose Assessments and Special Member Assessments, Individual Assessments and other charges to be established and collected as provided herein. The obligation of each Owner of a Residence to pay such Assessments and charges, together with interest thereon for past due payments at a rate or rates of interest determined and established from time to time by the Board (which rate or rates shall in no event exceed the maximum lawful rate of interest permitted under Texas law), late charges (in an amount or amounts determined and established from time to time by the Board), and costs incurred by the Association in connection with the collection of any of the foregoing Assessments, charges and other sums, or in connection with the enforcement of this provision, including, without limitation reasonable attorneys' fees incurred by the Association in connection therewith, shall be a continuing charge and lien upon each such Residence as a covenant running with the land, and any such Assessments, interest, costs and other charges assessed or charged and remaining unpaid with respect to any Residence shall constitute a lien and encumbrance on such Residence hereby granted and conveyed by Declarant to the Association against each such Residence. Declarant hereby reserves such a lien upon each Residence in the name of and for the benefit of the Association. Each such Assessment or other charge, together with interest, late charges, costs of collection and reasonable attorney's fees, shall pass to successors in title to the Residence.

**Yes, the Association can foreclose on your Home!**  
**If you fail to pay assessments to the Association, you may lose title to your Lot if the Association forecloses its Assessment Lien.**

**Section 7.2 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and in particular for:

- a) The improvement and maintenance of the Common Area including any real and personal property owned by the Association not otherwise designated as a Common Area;
- b) Landscape maintenance for all Common Area and Residences to include mowing, irrigation repair and maintenance, fertilization and weed control.
- c) Repair and maintenance of all fencing, gates and retaining walls;
- d) Payment of taxes and public assessments assessed against the Common Area;
- e) Procurement and maintenance of insurance in accordance with this Declaration including but not limited to insurance against loss or damage by fire and hazards, public liability and broad form property damage, directors and officer's liability insurance and any other insurance which in the sole discretion of the Board is necessary or prudent;

- f) Employment of or contracting for managing agents and other employees, agents, and independent contractors as the Board may deem necessary or desirable;
- g) The institution, defense, intervention, settlement or compromise of litigation or other administrative proceedings on matters affecting the Property, including the collection of dues and Assessments from Owners; and
- h) Costs and expenses relating to the operation of the Property and the Association and/or such other needs as may arise in the performance of the Association's obligations under this Declaration, including repairs, restoration and replacement of portions of the Common Area and repairs, restoration and replacement of portions of the Residences.

The funds collected from the Assessments the Association is authorized to levy under this Section 7.2 and under other applicable provisions of this Declaration shall be used for, but shall not be limited to, payment of the costs and expenses incurred or to be incurred by the Association in managing, administering, paying for, performing or contracting for the performance of any of the items listed in subparagraphs a) through h) above as determined by the Board of Directors.

**Section 7.3 Reserve Fund.** The Association will establish and maintain a reserve fund for the perpetual maintenance, repair, restoration and/or replacement of those portions of the Property which the Association is obligated to maintain. Annually, the Board of Directors shall determine an amount that shall be paid monthly into a separate interest-bearing account established at a financial institution selected by the Board of Directors (the "Reserve Fund") for estimated future maintenance, repairs, restoration and/or replacement of those portions of the Property which the Association is required to maintain. These funds may not be used for regular operating expenses and may be used solely for maintenance, repair, restoration or replacement of those portions of the Property that the Association is required to maintain. After expiration of the Declarant Control Period, the Board has the right to increase, but not decrease, the amount contributed to the Reserve Fund.

**Section 7.4 Annual Budget.** The Board of Directors shall cause to be prepared an estimated annual budget ("Annual Budget") for each fiscal year of the Association, taking into account all anticipated common expenses, the amount (if any) to be set aside for unforeseen contingencies, the amount (if any) to be set aside for capital improvements, the anticipated income (if any) of the Association from sources other than Assessments, and the existence of any surplus or deficit remaining from the preceding year's budget. The Annual Budget for each fiscal year shall be approved and adopted by the Board of Directors. Members shall receive a copy of the Annual Budget 30 days prior to the due date for Assessments, as set forth herein.

**Section 7.5 Regular Assessments.** "Regular Assessments" shall be determined, assessed and expended on a calendar year basis, which shall be the fiscal year of the Association. Each year while this Declaration is in force, the Board shall set the amount of the Regular Assessments to be levied for the next calendar year taking into consideration the expenses for the then current year and anticipated increases in such expenses during such next calendar year. If, in the Board's sole discretion, an increase in Regular Assessments is prudent and necessary, Regular Assessments may be increased but in no case, shall Regular Assessments be increased more than ten percent (10%) over the preceding year's Regular Assessments. If any surplus (exclusive of amounts in the Reserve Fund) exists at the end of any calendar year, the Board may, but shall not be obligated to, reduce the amount required for the next year's Regular Assessments by an amount equal to such surplus applied uniformly to all Owners. The Regular Assessments for each calendar year shall be set by the Board on or about the 1<sup>st</sup> day of November of the preceding year or as soon thereafter as such determination reasonably can be made by the Board. The Regular Assessment amount shall be payable for each Residence which has been conveyed by Declarant to any third parties. Upon closing of the purchase of a Lot from Declarant to Builder, Builder shall pay a prorated amount of Regular Assessments for the remainder of the month of closing, and thereafter Builder shall be responsible for paying monthly Regular Assessments until such Property is sold and closed to a 3<sup>rd</sup> party (Homebuyer) at which time Assessments shall be prorated with a credit to Builder from Homebuyer from the

closing date for the remainder of the month of closing, and Homebuyer will be responsible to pay all future Assessments. In no event shall Builder be responsible for Assessments for any Lots not owned by Builder. **Notwithstanding anything herein to the contrary, no Assessments shall be payable for Lots or Residences owned by Declarant (whether now owned or hereafter acquired). Regular Assessments shall be assessed at a uniform rate.**

**Section 7.6 Special Purpose Assessments.** Subject to the provisions of **Section 7.6** hereof, the Board may, from time to time, levy "~~Special Purpose Assessments~~" (herein so called) for the purpose of paying for any capital improvements and other unanticipated expenses that normally would have been paid out of Regular Assessments, but which were not included in that year's budget for Regular Assessments. Such Special Purpose Assessments shall be assessed on a per Residence basis in the same manner as the Regular Assessments are assessed as set forth in **Section 7.5** hereof.

**Section 7.7 Special Member Assessments.** The Board may levy "~~Special Member Assessments~~" (herein so called) on any Member, to the extent any directly related insurance proceeds (if any) paid to the Association are not sufficient to pay all such costs, for the purpose of:

- a) Paying the cost of any damage or loss requiring maintenance, repairs or replacement of any Common Area or Residence, which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the act(s) of such Member, or such Member's agent, employee, Resident, family, invitee or visitor; and/or
- b) Paying the maintenance costs, construction delay damages and violation fines or other amounts chargeable to any Owner as otherwise set forth herein.

**Section 7.8 Special Provisions Regarding Assessments.** All Assessments shall be payable in the amount specified by the Association and, except as may otherwise be expressly provided herein, no offset against such amount shall be permitted for any reason. Special Purpose Assessments shall, except as otherwise specifically provided herein, be fixed at a rate according to the benefit received for Residences and shall be collected on either a quarterly basis or monthly basis as determined by the Board in its sole discretion.

**Section 7.9 Due Date of Assessments.** Regular Assessments provided for herein shall be due and payable monthly on the 1<sup>st</sup> of every month. The Board of Directors shall fix the amount of the Regular Assessments against each Residence by November 1 of each calendar year or as soon as such determination reasonably can be made by the Board thereafter. Written notice of the Regular Assessment amount shall be sent to every Owner subject thereto. The Association shall, within ten (10) business days after a request therefore and for a reasonable charge, furnish a certificate signed by the Manager setting forth whether the Assessments on a specified Residence have been paid. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Residence. An Owner's obligation is not subject to offset by the 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 and a continuing covenant running with the Residence.

**Section 7.10 Individual Assessment.** In addition to any other Assessments, the Board may levy an Individual Assessment against an Owner and the Owner's Residence. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs including attorneys' fees on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Residence into compliance with this Declaration; fines for violations of this Declaration; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by

willful or negligent acts or omissions of the Owner, Resident, or Owner's or Resident's agents, employees, contractors, subcontractors, family, guests or invitees; common expenses that benefit fewer than all of the Residences which may be assessed according to benefit received; fees or charges levied against the Association on a per-Residence basis; and "pass through" expenses for services to Residences provided through the Association and which are equitably paid by each Residence according to the benefit received.

- a) Fines and Damages Assessment. The Board may assess fines against an Owner for violation of the Governing Documents which have been committed by an Owner, a Resident, or the Owner's or Resident's family member, guests, agents, employees, subcontractors, contractors or invitees. ("Fines and Damages Assessment") Any fine and/or charge for damage levied in accordance with this Section 7.10 will be considered an Individual Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of any Common Area, Residence or any facilities located on the Property by the Owner, Resident or Owner's or Resident's family members, guests, agents, employees, contractors, subcontractors or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules or the Governing Documents and/or informing them of potential or probable fines or Fines and Damages Assessment. The Board may from time to time adopt a schedule of fines.
- b) Procedure. The procedure for assessment of fines and damage charges will be as follows:
- (i) The Association, acting through an officer, Board member or the Manager, must give the Owner notice of the fine or damage charge not later than thirty (30) days after the assessment of the fine or damage charge by the Board;
  - (ii) The notice of the fine or damage charge must describe the violation or damage;
  - (iii) The notice of the fine or damage charge must state the amount of the fine or damage charge;
  - (iv) The notice of a fine or damage charge must state that the Owner will have thirty (30) days from the date of the notice to request a hearing before the Board to contest the fine or damage charge; and
  - (v) The notice of a fine or damage charge must allow the Owner a reasonable time, by a specified date, to cure the violation (if the violation is capable of being remedied) and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months.
- c) Due Date. Fines and Damage Assessments are due immediately after the expiration of the thirty (30) day period for requesting a hearing. If a hearing is requested, such fines or damage charges will be due immediately after the Board's decision at such hearing assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.
- d) Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Residence is, together with interest as provided herein and all costs of collection, including attorneys' fees as herein provided, secured by the lien granted to the Association pursuant to Section 7.13 of this Declaration. Unless otherwise provided in this Section 7.10, the fine and/or damage charge will be considered an Individual Assessment for the purpose of this Article VII and will be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to this Article VII.

**Section 7.11 Effect of Nonpayment of Assessments: Remedies of the Association.** An administrative late fee ("Late Fee") and/or interest in such amount as the Board, at the Board's election, may designate shall be added to any Assessment not paid within fifteen (15) days after the due date. The Late Fee and/or interest on the unpaid Assessment as provided above and reasonable handling costs will be levied as an Individual Assessment against

the Residence owned by such Owner, collectable in the manner as provided for collection of Assessments, including foreclosure of the lien against such Residence; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

**Section 7.12 Personal Obligation for Payment of Assessments.** The Association may bring an action at law against the Owner and/or foreclose the lien against the Residence subject to the unpaid Assessments; and in either event, the Association shall be entitled to recover the unpaid Assessment and the late charge specified above, and any expenses and reasonable attorneys' fees incurred by the Association in prosecuting such foreclosure and/or such collection. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Area or abandonment of his Residence.

**Section 7.13 Assessment Lien and Foreclosure.** The Assessments provided for herein shall be the personal obligation of the Owner or Owners of the Residence with respect to which such Assessment is made. The covenants for the payment of Assessments as provided in this Declaration touch and concern each Residence, are covenants running with the land and specifically bind the Owners and their heirs, successors, devisees, personal representatives and assigns. Except for Declarant as expressly provided herein, no Owner, for any reason, may exempt itself from liability for Assessments.

The payment of all sums assessed in the manner provided in this Article VII is, together with Late Fees and/or interest as provided in Section 7.11 hereof and all costs of collection, including attorneys' fees as herein provided, secured by the continuing assessment lien granted to the Association pursuant to Section 7.1 above, and will bind each Residence in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assignees. The aforesaid lien will be superior to all other liens and charges against such Residence, except only for: (i) tax liens; (ii) all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Residence in question and (iii) home equity loans or home equity lines of credit which are secured by a second mortgage lien or second deed of trust lien of record; provided that, in the case of subparagraphs (ii) and (iii) above, such mortgage was recorded before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the assessment lien granted hereunder, prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Residence covered by such lien and a description of the Residence. Such notice may be signed by one of the officers of the Association and will be recorded. Each Owner, by accepting deed or ownership interest to a Residence subject to this Declaration, will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the assessment lien granted hereunder. The assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorneys' fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee, the Association will report to said mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Residence; except, however, that in the event of foreclosure of any lien superior to the assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment



of all sums secured by a lien of the type described in this Section 7.13, the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer of the Association. Except as otherwise provided by Applicable Law, the sale or transfer of a Residence will not relieve the Owner of such Residence or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If any Owner conveys its Residence and on the date of such conveyance Assessments against the Residence remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Residence, and such sums will be paid in preference to any other charges against the Residence other than liens superior to the assessment lien and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Residence which are due and unpaid. The Owner conveying such Residence will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Residence also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the expenses associated with updating the Association's records upon the transfer of a Residence to a third party; provided, however, that no transfer fee will be due upon the transfer of a Residence from Declarant to a third party.

**Section 7.14 Subordination of the Lien to Mortgages, Deeds of Trust and Ad Valorem Taxes.** The Association's lien for unpaid Assessments shall be subordinate to the lien of any mortgage or deed of trust made in good faith and for value, and also shall be subordinate to a lien for ad valorem taxes. Sale or transfer of any Residence shall not affect the assessment lien; however, the sale or transfer of any Residence pursuant to mortgage, deed of trust or tax foreclosure, or any transfer in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Residence from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall it relieve any Owner from personal responsibility for such Assessments and other costs and expenses associated therewith.

**Section 7.15 Working Capital Fees and Fund.** In addition to the Regular Assessment, every time a Residence in the Property is sold except when a Lot is sold by Declarant to Builder, an additional Assessment equal to two (2) monthly Regular Assessments for such Residence shall be collected from the purchaser of such Residence ("**Working Capital Fee**") and transferred to the Association to be held as a "**Working Capital Fund**". The purpose of said Working Capital Fund is to ensure that the Association will have adequate cash available to meet expenses contemplated herein, as well as unforeseen expenses, and to acquire additional equipment, furnishings, improvements and services deemed necessary or desirable by the Board. The Working Capital Fund may be used during the Declarant Control Period to fund expenses approved by the Board but not included in the Annual Budget. Working Capital Fees so paid into the Working Capital Fund shall not be considered an advance payment of Regular Assessments.

The Working Capital Fees are paid to the Association and are separate and apart from any Transfer Fee that may be charged by the Manager upon the transfer of a Residence and are not a payment or prepayment of Assessments. Working Capital Fees will never be reimbursed to an Owner, regardless of the length of time a Residence is owned by an Owner.

**Section 7.16 Transfer Fees.** The Association may charge an independent fee for any action, document, certificate and inspection required of the Association in relation to the transfer of title to a Residence ("**Transfer Fees**"), including but not limited to fees for resale certificates, estoppel certificates, copies of documents, compliance inspections, ownership record changes, and priority processing, provided the fees are reasonable in amount and are customary in amount, kind, and number for the local marketplace. Transfer Fees are not refundable and may not be regarded as a prepayment of or credit against Regular Assessments or Special Assessments. Transfer Fees

charged by or paid to a Manager must have the prior written approval of the Board, are not subject to the Association's assessment lien and are not payable by the Association. This section does not obligate the Board or the Manager to levy Transfer Fees. The Board has the right, but not the obligation to set or approve Transfer Fees that it deems appropriate from time to time in its sole discretion. Transfer Fees may apply to every transfer of title except the following: (1) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (2) transfer to, from or by the Association; (3) voluntary transfer by an Owner to one or more co-Owners [of the same Residence], or to the Owner's spouse, child, or parent and (4) transfer from Declarant to Builder. Transfer fees are independent of resale certificate fees and fees for Assessment estoppel certificates.

#### **Section 7.17 Effect of Nonpayment of Assessments and Violation of Governing Documents**

- a) **Collecting Delinquent Assessments:** Owners who honor their obligations to the Association should not be burdened by Owners who default. The Board is responsible for taking action to collect delinquent Assessments. Neither the Board nor the Association, however, is liable to an 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.
- i. **Delinquency.** An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date as set forth herein.
  - ii. **Notice to Mortgagee.** The Board may notify and communicate with the holder of any lien against a Residence regarding the Owner's default in payment of Assessments.
  - iii. **Late Fees.** Delinquent Assessments are subject to reasonable administrative fees and/or interest, at a rate to be determined by the Board from time to time. Late Fees are an Individual Assessment.
  - iv. **Costs of Collection.** The Owner of a Residence against which Assessments have been charged is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by the Manager. Collection costs are an Individual Assessment.
  - v. **Acceleration.** If an Owner defaults in paying an Assessment that is payable in installments, the Board may accelerate the remaining installments upon 10 days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.
  - vi. **Suspension of Use.** If an Owner's account has been delinquent for at least 30 days, the Board may suspend the right of Owners and Residents of the applicable Residence to use the Common Area during the period of delinquency. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments.
  - vii. **Money Judgment.** The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments, without foreclosing or waiving the Association's lien for Assessments.
  - viii. **Foreclosure of Assessment Lien.** As provided by this Declaration, the Association may foreclose its lien against the Residence by judicial or nonjudicial means.
  - ix. **Application of Payments.** The Board may adopt and amend policies regarding the application of payments. The Board may refuse to accept partial payment, i.e., less than the full amount due and payable. 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. The Board's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Owner's account.

- b) **Enforcing Governing Documents.** The remedies provided in this Section for breach of the Governing Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Governing Documents and by law, the Association has the following right to enforce the Governing Documents:
- i. **Nuisance.** The result of every act or omission that violates any provision of the Governing Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.
  - ii. **Fine.** The Association may levy reasonable charges, as an Individual Assessment, against an Owner and his Residence if the Owner or Resident, or the Owner's or Resident's family, guests, employees, agents, subcontractors or contractors violate a provision of the Governing 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 obligations under the Governing Documents.
  - iii. **Suspension.** The Association may suspend the right of Owners and Residents to use Common Areas for any period during which the Owner or Resident, or the Owner's or Resident's family, guests, employees, agents, subcontractors or contractors violate the Governing Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Governing Documents.
  - iv. **Self-Help.** The Association has the right to enter any part of the Property, including Lots, to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Governing Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Residence and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner 15 days' notice of its intent to exercise self-help.
  - v. **Suit.** Failure to comply with the Governing Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.
  - vi. **No Waiver.** The Association has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Governing Documents. Failure by the Association to enforce a provision of the Governing Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Governing Documents at any future time.
  - vii. **No Liability.** No officer, director, or member of the Association is liable to any Owner for the failure to enforce any of the Governing Documents at any time.
  - viii. **Recovery of Costs.** The costs of curing or abating a violation are at the expense of the Owner. If legal assistance is obtained to enforce any provision of the Governing Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Governing Documents or the restraint of violations of the Governing Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.
- c) **Notice and Hearing.** Before levying a fine for violation of the Governing Documents (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard before the

Board. The Association may also give a copy of the notice to any Resident. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person or via written communication. The Board may adopt additional procedures and requirements for notices and hearing.

- d) **Limitations of Interest.** The Association, and its officers, directors, 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 Bylaws, 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 Special Assessments and Regular Assessments for such Owner, or reimbursed to the Owner if those Assessments are paid in full.

## **ARTICLE VIII**

### **EXTERIOR MAINTENANCE**

#### **Section 8.1 Exterior Maintenance; Use Restrictions; Individual Assessments for Culpable Acts; Creation of Easement to Perform**

- a) **Association Responsibilities for Maintenance.** Except as limited in Section 5.2 herein, the Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs and replaces, as a common expense, the portions of the Property listed below, regardless of whether the portions are on Lots or Common Area.
- i) The Common Area.
  - ii) Any real and personal property owned by the Association, but which is not Common Area such as a Lot owned by the Association.
  - iii) Any area, item, easement, or service – the maintenance of which is assigned to the Association by this Declaration or by the Plat.

The Association shall provide the exterior maintenance referenced in Exhibit "C" – Maintenance Responsibility Chart as defined in the category titled "Association's Area of Responsibility".

- b) **Owner Responsibilities for Residence Maintenance.** Each Owner, at the Owner's expense, must maintain all improvements on the Lot as provided for in Exhibit C – Maintenance Responsibility Chart. Except for maintenance specifically defined as "Association's Area of Responsibility" on Exhibit C, Owner is responsible for maintenance which includes preventive maintenance and keeping the Lot and improvements in good condition and repair as needed, and replacement as needed to keep a Lot in a well-maintained, safe, clean, attractive condition at all times. Each Owner is expected to maintain his Lot's improvements at a level and to a standard with an appearance that is commensurate with the neighborhood.

**Section 8.2 Owner's Default in Maintenance.** The Board, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this Section 8.2 and/or Exhibit "C" has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner as determined by the Board in its sole discretion:

- a) Prompt removal of all trash, debris, recycling material and wastes.
- b) Keeping exterior lighting and mechanical facilities in working order.

- c) Keeping lead walks and driveways in good repair as defined in Exhibit "C" Maintenance Responsibility Chart.
- d) Complying with all government, health and police requirements.
- e) Repair of exterior damage and wear and tear to Residence in accordance with Exhibit "C" Maintenance Responsibility Chart.
- f) Caulking and weather-stripping of all windows and door surrounds to prevent water infiltration as defined in Exhibit "C" Maintenance Responsibility Chart.

If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Residence. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of such action being the Owner's expense.

**Section 8.3 Additional Assessment.** In the event that the need for an item or items of maintenance, restoration or repair is caused by the fault or negligent act or omission of the Owner, Resident, Owner's or Resident's family, agents, employees, guests, contractor, subcontractor or invitees, including but in no way limited to the Owner's willful or negligent failure to comply with any restriction, covenant or agreement contained in this Declaration, the cost of such maintenance, restoration and/or repairs shall be assessed only against the Residence owned, in whole or in part, by such Owner (i.e., not uniformly against all Residences), and the lien for such Assessment that is not paid when due shall attach to each Residence then owned by such Owner.

**Section 8.4 Responsible for Damage.** Subject to the maintenance responsibilities herein provided, an Owner, Resident or Owner's or Resident's family, guest, agent, employee, contractor, subcontractor or invitee is strictly prohibited from damaging or performing any maintenance or repair on or to the Common Area and may be fined for such acts in an amount to be determined by the Board, in its sole discretion. An Owner is responsible for his own willful or negligent acts and those of the Owner's or the Resident's family, guests, agents, employees, subcontractors or contractors when those acts necessitate maintenance, repair or replacement to the Common Area or the Property or the Residence or property of another Owner.

**Section 8.5 Non-liability of Association.** The Association shall not be liable for injury or damage to person or property caused by the elements or by an Owner, Resident, Owner's or Resident's family, guest, agent, employee, contractor, subcontractor or invitee or any other person or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Area or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner or resident, family, guest or invitee of any Residence for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the Common Area or any Lot. The Association shall not be liable to any Owner, Resident, family, guest, agent, employee or invitee for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article VIII where such damage or injury is not a readily foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or from any action taken by the Association to comply with any law ordinance or with any order or directive of any municipal or other governmental authority.

**Section 8.6 Avoid Damage.** An Owner may not do any work or to fail to do any work which, in the reasonable opinion of the 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.

## **ARTICLE IX ARCHITECTURAL CONTROL**

Because the Residences are part of a single, unified community the Association has the right to regulate the design, use and appearance of the Residences and Common Area in order to preserve and enhance the Property's value and architectural harmony. One 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. Another purpose is to prevent improvements and modifications that may be considered to be radical, curious, odd, bizarre, or peculiar in comparison to existing improvements.

**Section 9.1 The Architectural Control Committee (ACC).** An Architectural Control Committee (herein so called) shall be appointed by Declarant and shall be initially composed of up to three (3) members (who need not be Members or Owners) and may have as few as one (1) member to provide for architectural control and design for the Property and to have and exercise the other powers granted to it hereunder. The Declarant has the right to hire one or more members of the ACC who may or may not be an Architect to perform the duties of the ACC and whose fee shall be an expense to the Association. The ACC will review improvements to be made by any Owner other than Declarant. Declarant will have the right to appoint and remove (with or without cause) any or all members of the ACC. So long as Declarant continues to be a Class B Member of the Association, Declarant shall have sole authority to: (a) change the membership of the ACC; and (b) designate a successor to the ACC; and (c) replace or remove any member of the ACC for any reason. From and after the date the Declarant ceases to be a Class B Member, said authority under this Article shall vest in the Board of Directors.

**Section 9.2 Limitation on ACC Liability.** The ACC has sole discretion with respect to architectural taste, design and all standards specified by this Article. The members of the ACC have no liability for the ACC's decisions made in good faith and which are not arbitrary or capricious. The ACC is not liable for: (1) errors in or omissions from the plans and specifications submitted to the ACC, (2) supervising construction for the Owner's compliance with approved plans and specifications or (3) compliance of Owner's plans and specifications with City codes and ordinances and/or state and federal laws.

**Section 9.3 Prohibition of Construction, Alteration and Improvement.** Without the ACC's prior written approval, an Owner may not make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Residence. The ACC has the right but not the duty to evaluate every aspect of construction, landscaping, and use that may adversely affect the general value or appearance of the Property.

**Any exterior improvements or repairs (including landscape improvements) except as exempted below require ACC approval. Failure to submit an application for ACC approval may subject you to fines and/or fees or you may be required to remove the improvements.**

**Section 9.4 Application for ACC Approval.** To request ACC approval, an Owner must make written application. The application must clearly identify the location, size and/or material to be installed. No approval is required to repaint the interior of a Home.

**Section 9.5 Architectural Control.** No building, structure, landscaping, fence, wall, arbor, shade structure, roof, or other improvement of any kind or nature shall be erected, placed or altered on any Residence until all plans and specifications have been submitted to and approved in writing by the ACC. The ACC shall specifically have the authority to grant exceptions to the restrictions as described below:

- a) quality of workmanship and materials;
- b) conformity and harmony of the external design, color, location, shape, size, type and appearance of exterior surfaces and landscaping;
- c) any landscaping, including all plants, trees, bushes, pots, mulch, edging, rocks, fountains, irrigation, retaining walls, etc.
- d) drainage solutions or alterations
- e) the observance of and compliance with applicable setback lines and easement areas and the enhancement of aesthetic views and visual corridors to and from the Common Area; and
- f) the other standards set forth within this Declaration (and any amendments hereto), bulletins promulgated by the ACC, or matters in which the ACC has been vested with authority to render a final interpretation and decision.

The ACC is authorized and empowered to consider and review any and all aspects of construction, location and landscaping, which may, in the reasonable opinion of the ACC adversely affect the living enjoyment of one or more Owners or general value of the Property. In the event the ACC, or its designated representative, fails to approve or disapprove plans and specifications within sixty (60) days after they have been submitted, the request shall be deemed to have been denied. Absent written approval of the ACC, the proposed improvement may not be commenced or built.

**Section 9.6 ACC Inspections.** Once plans and specifications have been approved by the ACC and the Owner has completed construction/installation of the approved improvements, the ACC shall have the right, but not the obligation, to inspect such completed work/improvements and ensure that all work/improvements are completed per the approved plans and specifications. If the inspection reveals variations from the approved plans and specifications or deficiencies, the ACC has the right to request that the Owner remove or alter the improvements in accordance with Section 9.7.

**Section 9.7 General.** The Declarant and/or the Association and/or the ACC may, but has no obligation to, require any Owner to restore such Owner's improvements or alteration to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements or alterations were commenced or constructed in violation of this Article IX. In addition, the Declarant and/or the Association and/or the ACC may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as an Individual Assessment against the Residence upon which such improvements or alterations were made, commenced or constructed. A material violation of these covenants shall be deemed to have occurred if no prior express written approval of the ACC has been obtained where it was originally required, even if hindsight reveals that the actual plans and specification would have been approved by the ACC had they been properly and timely submitted.

Neither Declarant, nor the Association, nor the ACC, nor the Board of Directors, nor their officers, directors, managers, members, employees and agents, shall be liable in damages to any person or entity submitting plans and specifications to any such parties for approval, or to any Owner affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. No approval of plans and specifications shall be construed as representing or implying that such plans and specifications, if followed, result in properly designed improvements and/or improvements built in a good and workmanlike manner. NEITHER THE ACC NOR ANY PARTNER, MANAGER, EMPLOYEE, DIRECTOR, OFFICER, MEMBER OR AGENT WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ACC'S DUTIES UNDER THIS DECLARATION. Every person or entity who submits plans or specifications and every Owner of each and every Residence, agrees not to bring any action or suit against Declarant, the Association, the Architectural Control

Committee, the Board of Directors, or their officers, directors, managers, members, employees and agents to recover such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. The ACC shall have the power to grant variance, waivers, tolerances or modifications of the standards set forth in this Declaration under circumstances and conditions deemed reasonable, appropriate and prudent by the ACC. The ACC shall be entitled at any time, and from time to time, to seek and obtain professional advice and counsel from attorneys, architects, designers, engineers and landscape designers and technicians in connection with the performance of its duties, with all reasonable cost and expenses paid by the Association. The Association may in turn seek to recover such costs from the persons seeking review and approval of proposed plans and specifications.

**Section 9.8 Maintenance of Approved Improvements:** The ACC will recommend to the Board and the Board has the right to determine, in its sole discretion, whether the Association or the Owner of the Residence will maintain such improvements and will so notify the Owner in writing. The Association or the Manager has the right to inspect the improvements to ensure maintenance is performed as necessary to maintain the improvements in good condition and shall enforce such findings in accordance with this Article IX.

**Section 9.9 Design Guidelines:** The Association may, but is not obligated to, publish architectural restrictions, guidelines, and standards developed by the ACC ("Design Guidelines"), 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 architectural restrictions, guidelines, and standards relating to every aspect of proposed or existing improvements on a Lot, including but not limited to Homes, fences, and landscaping, and further including replacements or modifications of original construction or installation.

**Section 9.10 Actions of The ACC.** The ACC may, by resolution unanimously adopted in writing, designate one or more 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, except the granting of variances. In the absence of such designation, the vote of a majority of all of the members of the ACC taken at a duly constituted meeting or by electronic mail will constitute an act of the ACC.

**Section 9.11 Variances:** Any request for non-compliance with any of the provisions of the Design Guidelines is a variance ("Variance"). The ACC may grant a Variance from compliance with any of the provisions of its Design Guidelines or this Declaration, when, in the opinion of the ACC, in its sole and absolute discretion, such Variance is justified. Each Variance must be evidenced in writing and must be approved by at least a Majority of the members of the ACC. Each Variance must be recorded in the records of the Association; provided however, that failure to record a Variance will not affect the validity thereof or give rise to any claim or cause of action against the ACC, the Declarant or its designee, the Association, the Board or their respective officers, directors, managers, members, employees and agents. If a Variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Design Guidelines will be deemed to have occurred with respect to the matter for which the Variance was granted. The granting of such Variance will not operate to waive or amend any of the terms and provisions of this Declaration or the Design Guidelines for any purpose except as to the particular Residence and in the particular instance covered by the Variance, and such Variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration or the Design Guidelines. Any failure of the ACC to act upon a request for a Variance will not be deemed a consent to such Variance, and the ACC's written approval of all requests for Variances will be expressly required.



**Section 9.12 Duration of Approval.** Unless otherwise directed by the ACC, the approval of the ACC of any plans and specifications, and any Variances granted by the ACC, will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or Variance is not commenced within such one hundred and eighty (180) day period and thereafter diligently prosecuted to completion, the Owner will be required to resubmit such plans and specifications or request for a Variance to the ACC, and the ACC will have the authority to re-evaluate such plans and specifications in accordance with this Article IX and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

**Section 9.13 No Waiver of Future Approvals.** The approval of the ACC for any plans or specifications for any work done or proposed in connection with any 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 on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the ACC.

## ARTICLE X USE RESTRICTIONS

**Section 10.1 General.** All of the Property shall be owned, held, encumbered, used, occupied, and enjoyed subject to the following limitations and restrictions in this Article X.

**Section 10.2 Ordinances.** Ordinances, requirements, regulations, codes and encumbrances imposed by local governmental authorities (including, without limitation, local, City, County, State and Federal) ("Ordinances") are applicable to all Residences within the Property. Compliance with the Governing Documents is not a substitute for compliance with such Ordinances. Please be advised that the Governing Documents do not purport to list or describe each restriction which may be applicable to a Residence located within the Property. Each Owner is advised to review all Ordinances affecting the use and improvement of their Residence prior to submitting plans to the ACC for approval. Furthermore, approval by the ACC should not be construed by the Owner to mean that any improvement complies with all Ordinances which may affect the Owner's Residence. Certain Ordinances may benefit parties whose interests are not addressed by the ACC.

**Section 10.3 Changes.** The Governing Documents are subject to change from time to time. By owning or occupying a Residence, you agree to remain in compliance with the Governing Documents and Ordinances, as they may change from time to time. An Owner should review the Design Guidelines, if any, Governing Documents and Ordinances before planning improvements, repairs or replacements to the Owner's Residence.

**Section 10.4 Conceptual Plans.** All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Property (collectively, the "Conceptual Plans") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses, and improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property may include uses which are not shown on the Conceptual Plans. Neither Declarant, any officers, directors, managers, members, employees and agents thereof, nor any Builder or other developer of any portion of the Property makes any representation or warranty concerning such land uses and improvements shown on the Conceptual Plans or otherwise planned for the Property and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans in making the decision to purchase any Residence within the Property. Each Owner who acquires a Residence within the Property acknowledges that development of the Property will likely extend over many years and agrees that the Association shall have no obligation to engage in, or use Association funds to support, protest, challenge, or make any other form of objection to the development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time.

**Section 10.5 Association's Right to Promulgate Rules.** The Board of Directors of the Association shall have the power to formulate, publish and enforce Rules concerning the use and enjoyment of the Common Area and the exterior of the Residence and landscaping visible from any street or other Residence. Such Rules may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants, conditions and restrictions contained in this Declaration. In addition to the restrictions contained in this Article X, each Residence is owned and occupied subject to the right of the Board to establish Rules and penalties, fines and fees for infractions thereof governing:

- a) Use of Common Area.
- b) Hazardous, illegal, or annoying materials or activities on the Property.
- c) The use of Property-wide services provided through the Association.
- d) The consumption of utilities billed to the Association.
- e) The use, maintenance, and appearance of exteriors of Residences.
- f) Landscaping and maintenance of yards, landscape plants, materials, irrigation and landscape maintenance.
- g) The occupancy and leasing of Residences.
- h) Animals.
- i) Vehicles and parking.
- j) Disposition of trash and recycling
- k) Control of vermin, termites, and pests.
- l) Anything that interferes with maintenance of the Property, operation of the Association, administration of Governing Documents, or the quality of life for Owners and Residents.

**Section 10.6 Residential Use.** The Residences shall be used solely for residential purposes. The Residences may not be used for any other purposes without the prior written consent of the Board, which consent may be withheld by the Board in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of a Residence, except an Owner or Resident may conduct business activities within a Residence so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) participation in the business activity is limited to the Owner(s) or Resident(s) of a Residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight (i.e., no sign may be erected advertising the business within the Property or Residence), sound, or smell from outside the Residence; (iv) the business activity does not involve door-to-door solicitation of Owners or Residents within the Property; (v) the business does not, in the Board's sole judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of Residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners or Residents within the Property as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, the Residence will not be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration regardless of whether such activity is engaged in full or part-time; such activity is intended to or does generate a profit; or a license is required.

Garage or yard sales are strictly prohibited.

Leasing of a Residence shall not be considered a business or trade within the meaning of this subsection but shall be subject to the limitations of Section 10.7 and the other provisions of this Declaration. This Section 10.6 shall not apply to any activity conducted by the Declarant or a Builder.

Notwithstanding any provision in this Declaration to the contrary, until the earlier to occur of expiration or termination of the Declarant Control Period, or twenty-five (25) years from the date this Declaration is recorded:

- a) Declarant, Builder and/or its licensees, employees, independent contractors, subcontractors and sales agents may construct and maintain upon portions of the Common Area (including Pool Area) and any Residence owned by Declarant such facilities and may conduct such activities which, in the Declarant's sole opinion, may be reasonably required, convenient or incidental to the construction or sale of Townhomes constructed upon the Lots, including, but not limited to, business offices, signs, model homes, sales offices and construction related offices. Declarant, Builder and/or its licensees, employees, independent contractors, subcontractors and sales agents shall have an easement over and across the Common Area for access and use of such facilities at no charge; and
- b) Declarant, Builder and/or its licensees will have an access easement over and across the Common Area for the purpose of making, constructing and installing improvements to the Common Area.

**Section 10.7 Rentals.** An Owner may lease its Residence for residential purposes; provided that (i) all leases or rental agreements must be for terms of at least six (6) months; (ii) no portion of a Residence (other than the entire Residence) may be rented. All leases shall be in writing; and (iii) all rentals shall be subject to the terms and conditions hereof. The Owner must provide to its lessee copies of the Governing Documents. Notice of any lease, together with such additional information as may be required by the Board will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

**Section 10.8 Hazardous Activities.** No activities may be conducted on or within the Property and no improvements may be constructed on any portion of the Property which, in the sole opinion of the Board, are or may be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Property unless discharged in conjunction with an event approved in advance by the Board and no fires may be lighted or permitted except within safe and well-designed gas fireplaces or in contained barbecue/grilling units while attended and in use for cooking purposes.

**Section 10.9 Noise.** No exterior televisions, radios, boom boxes, speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), whether built-in or free-standing, shall be located, used or placed on any of the Property including any Residence, which may be offensive or detrimental to any other portion of the Property or to other Owners or Residents. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Residence, the Association may (but shall not be obligated to) enter any such Residence and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm). The Association Board has the right to impose a penalty or fine on any Owner whose Residence in the Board's sole discretion is the source of a noise nuisance.

**Section 10.10 Animals – Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on or within the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such as pot-bellied pigs, miniature horses, snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words ("Approved Pet"). No Owner may keep more than two (2) Approved Pets in the aggregate. No Approved Pet may be allowed to make an unreasonable amount of noise or become a nuisance and no Approved Pets will be allowed on the Property other than within the Owner's Residence or the fenced yard space associated therewith unless confined to a leash. The Association may restrict Approved

Pets to certain areas on the Property. No Approved Pet may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No Approved Pet may be allowed to run at large, and all Approved Pets must be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. No Approved Pet may be left unattended in yards, porches, or other outside area. All waste will be removed and appropriately disposed of by the Owner of the Approved Pet. All Approved Pets must be registered, licensed, and inoculated as required by Applicable Law. If, in the opinion of the Board, any Approved Pet becomes a source of unreasonable annoyance to others, or the Owner of the Approved Pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to permanently remove the Approved Pet from the Property.

**Section 10.11 Trash, Debris and Recycling.** No trash or debris of any kind may be placed or permitted to accumulate on or within the Property, and no odors will be permitted to arise therefrom so as to render all or any portion of the Property unsanitary, unsightly, offensive or detrimental to any Owner or Resident. Trash and debris material must be kept at all times in covered container(s) of the size, shape and color as further described on Exhibit "F" attached hereto or as provided by the trash removal company ("Approved Trash Container"). The Board, in its sole discretion, may select a substitute container as the Approved Trash Container. At the time of the writing of these Declarations, the City of Grand Prairie does not specify or provide Trash Containers however a rectangular 18 gallon green recycling bin can be obtained from the City upon presentation of an Owner's first water bill ("Approved Recycling Container"). In the event the City of Grand Prairie implements a Trash Program that specifies trash containers and/or provides trash containers, those containers shall be substituted for and replace the Approved Trash Container described herein. Owner, by accepting a deed to a Lot, understands and agrees to comply fully with the City of Grand Prairie Trash and Recycling Program. Trash and Recycling Containers shall be kept within a garage or in a fenced enclosure constructed for that purpose. Approved Trash and Recycling Containers may only be placed on the driveway at the edge of the alley after 8:00 pm the night before collection day but no later than 7:00 am on collection day and containers must be returned to the garage or the fenced enclosure constructed for that purpose no later than 10:00 pm on the collection day. If there is a local ordinance regarding trash and recycling that differs from this provision, the stricter standard shall apply.

**Trash and Recycling Containers may only be placed on the driveway at the curb after 8:00 pm the night before collection day but no later than 7:00 am the day of pickup and must be returned to the garage or the fenced enclosure constructed for that purpose no later than 10:00 pm on collection day.**

**Section 10.12 Landscaping and Irrigation.** Declarant reserves for itself and the Association, an easement over and across the Property, Common Area and any and all Residences within the Property, including the front, rear and side yards as defined in Exhibit "C" Maintenance Responsibility Chart for the installation, maintenance, repair or replacement of all landscaping and irrigation facilities, including but not limited to all sod, grasses, shrubs, flowers, trees, beds and irrigation systems. The exercise of the easements reserved hereunder will not extend to permitting entry into any Residence, nor will it unreasonably interfere with the use of any Residence.

**Section 10.13 Antennas.** Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, shall be erected, maintained or placed on a Residence without the prior written approval of the ACC; provided, however, that:

- a) An antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or
- b) An antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

- c) An antenna that is designed to receive television or radio broadcast signals; (collectively, a) through c) are referred to herein as the ("Permitted Antennas") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the ACC, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property.

**Section 10.14 Location of Permitted Antennas.** A Permitted Antenna may be installed solely on the Owner's Residence and shall not encroach upon any Street, Common Area, or any other portion of the Property. A Permitted Antenna shall be installed in a location on the Residence from which an acceptable quality signal can be obtained and where least visible from the Property, other than the affected Residence. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the ACC are as follows:

- a) Attached to the back of the Residence, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of any Street; then
- b) Attached to the side of the Residence, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of any Street.

The ACC may, from time to time, modify, amend or supplement the rules regarding installation and placement of Permitted Antennas.

**Section 10.15 Signs.** Unless otherwise prohibited by Applicable Law, no sign of any kind may be displayed to the public view on any Residence without the prior written approval of the ACC except for:

- a) Signs which are part of Declarant's overall marketing, sale or construction plans or activities for the Property;
- b) One (1) temporary "For Sale" or "For Lease" sign placed on the Residence. The sign will be limited to a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post. The overall height of the sign from finished grade at the spot where the sign is located may not exceed four (4) feet. The sign must be removed within two (2) business days following the sale or lease of the Residence;
- c) Political signs may be erected provided the sign: (i) is erected no earlier than the 90<sup>th</sup> day before the date of the election to which the sign relates; (ii) is removed no later than the 10<sup>th</sup> day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited;
- d) Permits as may be required by legal proceedings or a governmental entity;
- e) A religious item on the entry door or door frame of a Residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s) individually or in combination with other religious items on the entry door or door frame of the Residence, does not exceed twenty-five (25) square inches; and
- f) A "no soliciting" and "security warning" sign near or on the front door to the Residence, provided that the sign may not exceed twenty-five (25) square inches.
- g) **Under no circumstances may any signs disparaging the Declarant, Developer, Builder or Manager be erected and/or displayed on any lot or Residence.**

**Section 10.16 Flags – Approval Requirements.** An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States Military ("Permitted Flag") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a Home near the principal entry or affixed to the rear of a Home ("Permitted Flagpole"). Only one (1) Permitted Flagpole is

allowed per Residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the ACC. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Residence ("Freestanding Flagpole") subject to Section 10.17 below.

**Section 10.17 Flags – Installation and Display.** Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles must comply with the following:

- a) No more than one (1) Permitted Flagpole is permitted per Residence, on which only Permitted Flags may be displayed;
- b) Any Permitted Flagpole must be no longer than five feet (5') in length.
- c) Any Permitted Flag displayed on any Permitted Flagpole may not be more than three feet in height by five feet in width (3'x5');
- d) With the exception of flags displayed on Common Area or any Residence which is being used for marketing purposes by the Declarant and/or Builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- e) The display of a Permitted Flag or the location and construction of the Permitted Flagpole must comply with all applicable Ordinances, easements and setbacks of record;
- f) Any Permitted Flagpole must be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the Residence and harmonious with the overall aesthetics of the Residence. The Board, in its sole discretion, has the right, but not the obligation to determine the appropriateness of the materials used;
- g) A Permitted Flag or a Permitted Flagpole must be maintained in good condition and any deteriorated flag or deteriorated, or structurally unsafe flagpole must be repaired, replaced or removed;
- h) Any Permitted Flag may be illuminated by no more than one (1) LED landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring Residences, Common Area or Streets; and

**Section 10.18 Temporary Structures:** No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property or Residence or Common Area without the prior written approval of the ACC and the Board; provided however that temporary structures necessary for storage of tools, equipment and materials and for office space for Declarant and/or Builder, Declarant's or Builder's employees, agents, independent contractors, subcontractors or licensees during the Declarant Control Period are permitted.

**On-street parking is only allowed for temporary visitor parking for a maximum of 3 days in any given month unless approved in writing by the Board in advance.**

**Residents may not park on streets and may park a maximum of two vehicles at any time in their own driveway if the driveway can accommodate 2 vehicles. If not, Residents must park vehicles in their garage**

**Section 10.19 Parking of Vehicles and Use of Property.**

- a) No RV, trailer, boat or boat trailer, camper, ATV, motorcycle, commercial, tractor trailer, moving van or any other such vehicle, trailer, vessel or temporary structure shall be permitted to be parked or placed on the Property; provided, however, temporary buildings, house trailers, or other structures shall be permitted during the construction of Residences or other improvements by Declarant or Builder, or as a temporary real estate office of Declarant or Builder. No garage shall be used for residential purposes, either temporarily or permanently; provided, however, that Declarant or Builder is permitted to use a garage for a sales, design, or construction office or for storage of construction materials.
- b) Except for fire, police and other emergency vehicles, postal pickup and delivery, garbage pickup and as otherwise expressly allowed in writing by the Declarant and/or the Board, no on-street parking shall be allowed except for temporary parking (subject to Section 10.19(a) above) for any visitor to a Residence, and such visitor will be permitted a maximum of 3 days of parking on the Property within any given month, unless an extension is approved in writing by the Board in advance. Visitor parking does not apply to an Owner or Resident. An Owner or Resident may park a maximum of two vehicles at any time in their

own driveway if driveway can accommodate two vehicles and provided such vehicles do not block the sidewalk or alley. Construction, service, and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or make a delivery to a Residence. In addition, Declarant reserves the right to allow parking of vehicles as necessary to market and sell the Property to prospective homeowners and as necessary for construction.

- c) All vehicles on the Property owned or operated by an Owner, Resident, Owner's or Resident's family, guests, employees, contractors, subcontractors and invitees are subject to all Governing Documents including Rules concerning the type, size, number, condition, use, appearance and location of vehicles on the Property. The Association may prohibit any vehicle which the Association in its sole discretion deems to be a nuisance, unsightly or inappropriate. The Association prohibits the sale, storage, repair or restoration of vehicles on the Property other than within an enclosed garage of an Owner. Vehicles that transport inflammatory, explosive, dangerous or other hazardous materials are expressly prohibited on the Property. The Association may cause any vehicle in violation of this Declaration to be removed without liability and at the sole cost and expense of the owner or operator of such vehicle.
- d) Garage Doors: Other than for immediate vehicular or pedestrian access, garage doors must remain fully closed at all times.
- e) Recreational or sport courts, playscapes, basketball goals (whether temporary or permanent) or other sports goals are prohibited and shall not be constructed or placed at any Residence. The ACC may prohibit the installation of recreational or sport courts on any lot.
- f) Swimming pools, spas and hot tubs at Residences are strictly prohibited.

**Section 10.20 Compliance with the Governing Documents.** Each Owner, Resident and their respective family, guests, employees, contractors, subcontractors, invitees and licensees shall comply strictly with the provisions of the Governing Documents as the same may be amended from time to time. Failure to comply with any of the Governing Documents shall constitute a violation of the Governing Documents and may result in a fine against the Owner in accordance with Section 7.10 of this Declaration and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the ACC, or by an aggrieved Owner. Without limiting any rights or powers of the Association, the Board may, but shall not be obligated to, remedy or attempt to remedy any violation of any of the provisions of Governing Documents and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses a fine may be assessed against and chargeable to the Owner's Residence at the sole discretion of the Board. Any such amounts assessed and chargeable against a Residence shall be an Individual Assessment and secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Residence. **Each such Owner shall indemnify and hold harmless the Declarant, the Association, the Board, the ACC, the Manager and their respective officers, directors, members, partners, managers, employees, representatives and agents from any cost, loss, damage, expense, liability claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Article X (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.**

**Section 10.21 Party Walls and Fences.** A fence or wall located on or near the dividing line between two (2) Residences and intended to benefit both Residences constitutes a "Party Wall" and, to the extent consistent with the provisions of this Section 10.21, is subject to Applicable Law regarding a Party Wall and liability for property damage due to negligence, willful acts, or omissions.

- a) **Encroachments and Easement.** If the Party Wall is on one Residence due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section 10.21. Each Residence having a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement or movement in any portion of the Party Wall, and the encroachment may remain undisturbed as long as the Party Wall stands. Each Residence is subject to a reciprocal easement and hereby grants an easement to the Association to maintain, repair, replace or reconstruct the Party Wall.
- b) **Alterations.** The Owner of a Residence sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition or appearance of the Party Wall to the adjoining Residence. The Party Wall will always remain in the same location as when erected (even if it is deemed not to be on the Residence dividing line) unless otherwise approved by the Owner of each Residence sharing the Party Wall and the ACC.

**Section 10.22 Decorations and Lighting.** Unless otherwise permitted by this Declaration, no decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the Residence or on the front yard or on any other portion of a Residence which is visible from any Street or Common Area or neighboring Residence, unless such specific items have been approved in advance and in writing by the ACC. Customary seasonal decorations for holidays are permitted without approval by the ACC but shall be removed within ten (10) days of the applicable holiday, however, the Association or ACC, in its sole discretion, has the right to require any seasonal holiday decoration to be removed immediately by an Owner upon written notice by the Association or ACC to the Owner. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Residence and so as not to affect or reflect into surrounding Residences or yards. The Association and ACC have the right, in their sole discretion, to require that any outside lighting installed after the first closing of a Residence from the Declarant or Builder to an Owner, be shielded or removed if determined to be a nuisance to the Property, a Common Area, a Street, or a surrounding Residence. The exception is that the Declarant or Builder may install temporary lighting for the model homes or sales signs or sales and construction trailers on the Property and that such lighting shall be permitted, even if considered a nuisance, until Declarant has closed on the last Residence on the Property.

**Section 10.23 Accessory Structures.** Accessory structures are not permitted.

**Section 10.24 Annoyance.** No Residence or Common Area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of Owners and Residents of other Residences; (4) may result in the cancellation of insurance on the Property; or (5) violates any Applicable Law. The Board has the sole authority to determine what constitutes an annoyance.

**Section 10.25 Appearance.** The Residence must be maintained in a manner so as not to be unsightly when viewed from Streets, Common Area, or neighboring Residences. The ACC is the arbitrator of acceptable appearance standards.

**Section 10.26 Drainage.** No person may interfere with the established drainage pattern over any part of the Property, including an Owner's Residence unless an adequate alternative provision has been approved by the ACC and, if necessary, by the City.

**Section 10.27 Window Treatments, Window Glass and Screens.** Without the ACC's prior written approval, the color of all window treatments within the Residence that are visible from the Street or another Residence must appear to be white or a light neutral color, such as cream, beige or gray. No changes may be made to the appearance of the glass on any windows including, but not limited to, tinting, foiling or obscuring glass window



surfaces without the express written approval of the ACC in its sole discretion. Additionally, solar screens are specifically prohibited without the express written approval of the ACC, in its sole discretion.

**Section 10.28 Storm Doors.** Installation of storm doors is specifically prohibited without the express written approval of the ACC, in its sole discretion.

**Section 10.29 Mining and Drilling.** No portion of the Property may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of improvements by Builder and/or the development of the Property by the Declarant. Furthermore, this provision will not be interpreted to prevent the drilling of water wells which are required to provide water to all or any portion of the Property; provided, however, all water wells must be approved in advance by the ACC and any applicable regulatory authority.

**Section 10.30 Air Conditioning.** Window heating and air conditioning units are prohibited. Air conditioning and/or heating equipment may not be installed in the front yard of a Residence. The ACC may require that air-conditioning equipment and apparatus be visually screened from Streets and neighboring Residences.

**Section 10.31 Arbors and Arbor Covers.** Arbors may be installed by Builder at time of original purchase. If an arbor was not installed by Builder, an Owner may choose to have an arbor installed with the same material, size constraints, design, and stain finish consistent with existing arbors in the community. Plans must be submitted and preapproved in writing by the ACC in advance of commencement of construction. If an arbor is installed, a cover may be installed to render it waterproof or to provide shade but only as approved by the ACC and as specified herein. Approved material is clear, translucent, or neutral colored opaque polycarbonate installed on top of the arbor. Homeowner assumes all responsibility for maintenance and must keep cover in good condition. In the event the HOA, in the sole discretion of the Board of Directors deems that the condition of the cover is unacceptable, Homeowner may be required to remove or replace the cover at Homeowner's sole expense. In the event Homeowner fails or refuses to remove or replace the cover, the Association at the direction of the Board may remove the cover and charge the Homeowner the cost for the removal along with a 20% administration fee.

**Section 10.32 Shades for Patios and Arbors.** All shades must be approved by the ACC in writing and as specified herein prior to installation. Both motorized and manual retractable shades may be allowed in the sole discretion of the ACC. Materials may include outdoor rated screen fabric or mesh as approved and must be a light neutral color (and specifically excluding black, white, or bright primary colors). Patterned shades are not allowed. Shades must be retracted except when Residents are using the outdoor area. Maintenance of the shades are the responsibility of the Homeowner and must be maintained in good condition. In the event the HOA in the sole discretion of the Board of Directors deems the condition of the shades to be unacceptable, Homeowner may be required to remove or replace the shade at Homeowner's sole expense. In the event Homeowner fails or refuses to remove or replace the shade, the Association at the direction of the Board may remove the shade and charge the Homeowner the cost for the removal along with a 20% administration fee.

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## ARTICLE XI EASEMENTS

**Section 11.1 Easements.** All of the Property, including the Residences and Common Area, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone lines, cable television lines and electric power lines and other public utilities as shall be established by the Declarant or its predecessors in title prior to subjecting of the Property to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Area, easement areas and Streets or open areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Property. In addition, there is hereby reserved by the Declarant and Builder and their agents and employees an easement and right of ingress and egress across all Common Area and easement areas, now or hereafter existing, for the purpose of construction and repairing of improvements within the Property, including the right of temporary storage of construction materials on said Common Area and easement areas. All Residences and Common Area, Streets or open areas shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach, including, but not limited to, such items as privacy fences and walls. Declarant also reserves access easements over all Residences for construction, either for that Residence or any adjacent Residence or Property, and easements over all Common Area for the installation of public or private utilities and storm drainage (whether subsurface or surface), which easements may serve the Property or any adjacent property or properties (whether such adjacent property is owned by Declarant or a third-party Owner or Builder). To the extent Declarant deems it necessary or appropriate to execute and file in the appropriate public records any instrument to specifically evidence, identify and/or establish of record any easement reserved generally herein, Declarant is and shall be authorized to grant such easements, in its own name or in the name of the Association and to execute and record written evidence of the same without the approval or joinder of any other party, including, but not limited to, the Association or any Owner, as long as Declarant holds record title to the Common Area. After the conveyance by Declarant to the Association of record title to the Common Area, any such written easement shall be granted, if at all, by the Association and shall require the signature of the President of the Association (or any other duly authorized officer of the Association) or, if not the President or other officer duly authorized, then all of its Directors. Any third-party relying on a written and recorded easement and all recitations set forth therein as true and correct statements of fact as to ownership of the Common Area and Streets or open spaces and the authority of the person or party executing such easement instrument shall be deemed presumptively true, correct and legally binding for all purposes on the Property affected thereby, including any lots or portion of the Common Area, Streets or open spaces described therein or encumbered thereby.

**Section 11.2 Reserved Easements.** All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant and/or each Owner. Declarant reserves the right, during the Declarant Control Period, to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants in its sole discretion for the purpose of most efficiently and economically developing the Property.

**Section 11.3 Utility Easements.** Declarant hereby reserves unto itself and Declarant's successors and assigns a perpetual non-exclusive easement over and across the Property for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Property; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Property; and (iii) the installation, operation and maintenance of walkways, pathways and trails, drainage systems, street lights and signage to serve the Property. Declarant will be entitled

to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and improvements described in (i) through (iii) of this Section 11.3. The exercise of the easement reserved herein will not extend to permitting entry into any Home nor will it unreasonably interfere with the use of any Residence.

**Section 11.4 Property Entry and Fencing Easement.** Declarant reserves for itself and the Association, an easement over and across the Property including all Common Area and Residences for the installation, maintenance, repair or replacement of certain subdivision entry facilities and fencing which serves the Property. Declarant will have the right, from time to time, to record a written notice which identifies the Property entry facilities and fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the Property entry facilities and/or fencing as Common Area by recorded written notice. The exercise of the easements reserved hereunder will not extend to permitting entry into any Home, nor will it unreasonably interfere with the use of any Residence.

**Section 11.5 Landscape and Monument Sign Easement.** Declarant hereby reserves for itself and the Association, an easement over and across the Property or Streets or Common Area for the installation, maintenance, repair or replacement of a monument sign or several monument signs which serve the Property. Declarant will have the right from time to time, to record a written notice, which identifies those portions of the Property or Common Area or Streets to which the easement reserved hereunder applies. Declarant designates the easement areas reserved hereunder as Common Area. The exercise of the easements reserved hereunder will not extend to permitting entry into any Home, nor will it unreasonably interfere with the use of any Residence.

**Section 11.6 Declarant as Attorney in Fact.** To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of this Declaration, each Owner, by accepting a deed to a Residence and each mortgagee, by accepting the benefits of a mortgage against a Residence, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's or materialman's lien contract, mechanic's or materialman's lien claim, vendor's lien and/or any other security interest against any Residence, will thereby be deemed to have appointed Declarant such Owner's, mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of this Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party. The aforesaid power shall be vested in Declarant, its successors and assigns for a period of twenty-five (25) years from the date the first Residence is conveyed to an individual purchaser, or until the expiration or termination of the Declarant Control Period, whichever occurs first. Declarant hereby reserves for itself, its successors and assigns the right to execute on behalf of each Owner, mortgagee, and/or third party claiming a legal or equitable interest in the Common Area, any such agreements, documents, amendments or supplements to the Governing Documents which may be required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any government or quasi-governmental agency having regulatory jurisdiction over the Common Area or by any title insurance company selected by Declarant to insure title to any portion of the Common Area.

**By accepting a deed to a Residence, each Owner appoints Declarant as attorney-in-fact for purposes of securing and facilitating Declarant's exercise of its rights reserved pursuant to the terms and provisions of this Declaration.**

**Section 11.7 Maintenance Easement for Screening Fences and Formal Entrances.** The Association is granted a perpetual easement (the "Maintenance Easement") over each Lot that abuts or contains a portion of the Property's screening fences, sidewalks, or formal entrances along the perimeter of the Property (the "Easement Lots") for the purposes stated in this Section 11.7, regardless of whether or how the Plat shows the easement, screening fences, or formal entrance. The purpose of the Maintenance Easement is to provide for the existence, repair, improvement, and replacement of the Property's screening fences and formal entrances, to be maintained by the Association as a Common Area. In exercising this Maintenance Easement, the Association may construct, maintain, improve, and replace improvements reasonably related to the screening or entrance of the Property, including: fences, berms, and/or screening walls; planter beds, landscaping, and plant material; electrical and water meters and equipment, including light fixtures and sprinkler systems; and signage relating to the Property. The 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. In addition to the Maintenance Easement granted herein, the Association has the temporary right, from time to time, to use as much of the surface of an Easement Lot as may be reasonably necessary for the Association to perform its contemplated work on the Easement Lots. The Maintenance Easement is perpetual, except that it may be terminated if the purpose of the Maintenance Easement ceases to exist and is terminated in writing by the Association.

**Section 11.8 Assignment of Maintenance Easement.** The Association may assign the Maintenance Easement, or any portion thereof, to the City of Grand Prairie if the City agrees to accept the assignment.

**Section 11.9 Owner's Easement of Enjoyment.** Every Owner is granted a right and easement of enjoyment over the Common Areas and the use of improvements therein ("Owner's Easement") subject to other rights and easements contained in the Governing Documents. An Owner may delegate this right of enjoyment to its Residents. The Owner's Easement will be appurtenant to and will pass with the title to such Owner's Residence, subject to the following restrictions and reservations:

- a) The right of the Association to cause such improvements and features to be constructed upon the Common Area, as determined from time to time by the Association, in the Association's sole and absolute discretion;
- b) The right of the Association to suspend the right to use the Common Area for any period during which any Assessment against such Owner's Residence remains past due and for any period during which such Owner is in violation of any provision of this Declaration;
- c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;
- d) The right of the Association to grant easements or licenses over and across the Common Area;
- e) The right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;
- f) The right of the Board, to promulgate Rules regarding the use of the Common Area and any improvements thereon; and
- g) The right of the Board to contract for services with any third parties on such terms as the Board may determine.

**Section 11.10 Owner's Maintenance Easement.** Every Owner is granted an access easement over adjoining Residences and Common Area for the maintenance or reconstruction of Owner's Home and other improvements on Owner's Lot ("Owner's Maintenance Easement"), provided exercise of the easement does not damage or materially interfere with the use of the adjoining Residence or Common Area. Requests for entry to an adjoining Residence or Common Area must be made to the Owner of the adjoining Residence or the Board in the case of Common Area, in advance for a time reasonably convenient for the adjoining Owner, who may not unreasonably withhold consent. If an Owner damages an adjoining Residence or Common Area in exercising this Owner's Maintenance Easement, such Owner is obligated to restore the damaged property to its original condition, at

Owner's sole expense, within a reasonable period of time as determined by the Board in its sole and absolute discretion.

**Section 11.11 Liability of Owners for Damage to Common Area.** No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area without the prior written approval of the Board and/or the ACC, as required hereunder. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area and any improvements constructed thereon; or (ii) any improvements constructed on any lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Resident or their respective family, guest, agent, employee, contractor, subcontractor or invitee. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Residence, secured by a lien against such Owner's Residence and collectable in the same manner as provided in Section 7.10 of this Declaration.

**Section 11.12 Owner's Ingress/Egress Easement.** Every Owner is granted a perpetual easement over the Streets, as may be reasonably required, for vehicular ingress to and egress from his Residence.

**Section 11.13 Association's Access Easement.** The Association is granted an easement of access and entry to every Residence and Common Area to perform maintenance, to enforce architectural and use restrictions, to respond to emergencies, and to perform any other duties required by the Governing Documents.

**Section 11.14 Rights of City of Grand Prairie.** The City, including its agents and employees, has the right of immediate access to the Common Area at all times if necessary, for the welfare or protection of the public, or for the preservation of property. If necessary, for the welfare or protection of the public, or for the preservation of property, the City, including its agents and employees, after 20 days' prior due notice to the Association and reasonable opportunity to cure, may:

- remove any landscape systems, features or elements that cease to be maintained in accordance with any applicable City ordinances or regulations by the Association;
- perform the responsibilities of the Association with respect to the Common Area if the Association fails to do so in compliance with any applicable City ordinances or regulations;
- may assess the Association for all reasonable, out of pocket and documented costs incurred by the City in performing such responsibilities if the Association fails to do so; and
- may avail itself of any other enforcement actions available to the City pursuant to Texas law or City ordinances and regulations with respect to such failure described in this Section XI

## ARTICLE XII DISPUTE RESOLUTION

**Section 12.1 Introduction and Definitions.** Each of the Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article XII (collectively, the "Parties" or separately "Party"), hereby agrees to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims (as hereinafter defined). As used in this Article XII only, the following words, when capitalized, have the following specified meanings:

- a) "Claim" means any claim, grievance, or dispute between Parties involving the Property, except Exempt Claims as defined in d) below, and including, without limitation:
  - i) those arising out of or relating to the interpretation, application, or enforcement of Governing Documents.

- ii) those relating to the rights and/or duties of Declarant as Declarant under Governing Documents.
- iii) those relating to the design, construction, or maintenance of the Property including, without limitation, claims for personal injury and/or property damage.
- b) "Claimant" means any Party having a Claim against any other Party.
- c) "Declarant" means, individually and collectively, Declarant (as defined in Article I), Declarant's architect, engineer, other design professionals, Builder, general contractor, subcontractor, trades and materialmen, and broker and their respective officers, directors, principals, employees, and agents.
- d) "Exempt Claims" means the following claims or actions, which are exempt from this Article XII:
  - i) The Association's claim for Assessments, and any action by the Association to collect Assessments.
  - ii) An action by any Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.
  - iii) Enforcement of the easements, architectural control, and use restrictions of this Declaration, and Rules promulgated by the Board or the Association
- e) "Respondent" means the Party against whom the Claimant has a Claim.

**Section 12.2 Mandatory Procedures.** Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article XIII.

**Section 12.3 Notice.** Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of Governing Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Section 12.3.

**Section 12.4 Negotiation.** Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. At such meeting or at some other mutually agreeable time, Respondent and Respondent's representatives will have full access to the portion of the Property that is subject to the Claim for the purposes of inspecting the affected Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the affected Property to take and complete corrective action.

**Section 12.5 Mediation and Binding Arbitration.** If the Parties do not resolve the Claim through negotiation, Claim must first be submitted to Mediation. Mediation may be before any Mediator the parties mutually agree to use as a Mediator to try to resolve their dispute. If the Parties are unable to agree on a Mediator, Mediation shall occur in accordance with the Construction Industry Mediation Rules of the AAA. The Mediation shall be administered by the Dallas Regional Office of the AAA and shall occur in Dallas, Texas. Declarant or Builder may join its subcontractors, suppliers, designers, architects, and engineers as parties to the Mediation should it elect to do so. If the Dispute is not resolved or any party refused to participate, then the Disputes shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") and the Federal Arbitration Act (Title 9 of the United States Code). Claimant has 30 days following Mediation if mutual agreement could not be reached to submit the Claim to binding arbitration in accordance with the General Arbitration Act of the State of Texas. The arbitrator must have at least 5 years of experience serving as an arbitrator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. The arbitration award is final and binding, and judgment may be entered on it in any court

of competent jurisdiction to the fullest extent permitted under the laws of the State of Texas. If Claimant does not submit the Claim to arbitration within the 30-day period, Claimant is deemed to have abandoned the Claim and Respondent is released and discharged from any and all liability to Claimant arising out of the Claim.

**Section 12.6 ADR.** If a Claim is exempt from arbitration under Section 171.001 of the General Arbitration Act, Claimant has 120 days if mutual agreement could not be reached to file a suit on the Claim, which must be accompanied by Claimant's motion to the court to order an alternative dispute resolution ("ADR") procedure, as permitted by Chapter 154 of the Texas Civil Practice and Remedies Code. If Claimant does not file the suit and motion to resolve the Claim by an ADR procedure, Claimant is deemed to have abandoned the Claim and Respondent is released and discharged from any and all liability to Claimant arising out of the Claim.

**Section 12.7 Allocation of Costs.** Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in Sections 12.3-12.6 above, including its attorneys' fees. Respondent and Claimant will equally divide all expenses, fees, and the costs of conducting the Mediation, arbitration or ADR proceeding. However, if the Claim is rejected in whole or in part by the arbitrator or the ADR proceeding, Claimant will pay all costs incurred, including but not limited to all costs of conducting the arbitration or the ADR proceeding and Respondent's attorneys' fees.

**Section 12.8 Enforcement of Resolution.** If the Parties agree to resolve a Claim through negotiation and a Party thereafter fails to abide by the terms of the agreement, or if a Party fails to comply with the arbitration award following arbitration, or with the outcome of the ADR proceeding, then the other Party may file suit or initiate administrative proceedings to enforce the agreement, arbitration award, or other outcome without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement, award, or outcome is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, award, or outcome, including, without limitation, attorney's fees and court costs.

**Section 12.9 General Provisions.** A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not a party to Claimant's Claim.

**Section 12.10 Initiation of Litigation by the Association.** In addition to compliance with the foregoing alternative dispute resolution procedures if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Owners entitled to cast 75% of the total votes in the Association, except that no such approval shall be required for actions or proceedings:

- a) initiated during the Development Period;
- b) initiated to enforce the provisions of this Declaration, including collection of Assessments and foreclosure of liens;
- c) initiated to challenge ad valorem taxation or condemnation proceedings;
- d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Article XII shall not be amended unless such an amendment is approved by (i) the same percentage of votes necessary to institute judicial or administrative proceedings by the Association as provided above, and (ii) during the Development Period, by Declarant, in writing.

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## ARTICLE XIII INSURANCE

**Section 13.1—General Provisions.** All insurance affecting the Property is governed by the provisions of this Article, with which the Board will make every reasonable effort to comply. The cost of insurance coverage 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 irrevocably appoints the Association, acting through its Board, as Owner's trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association. Additionally:

- a) **Notice of Cancellation or 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 before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.
- b) **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 or Resident or Owner's or Resident's family, guest, employee, agent, contractor, subcontractor or invitee, the Owner must reimburse the Association for the amount of the deductible that is attributable to the act or omission.

**Section 13.2 Insured Property.** To the extent it is reasonably available, the Association will obtain blanket all-risk insurance for the Common Area. If blanket all-risk insurance is not reasonably available, then the Association will obtain an insurance policy providing fire and extended coverage. Also, the Association will insure the improvements on any lot owned by the Association.

**Section 13.3 General Liability Insurance.** The Association will maintain a commercial general liability insurance policy over the Common Area -- expressly excluding the liability of each Owner and Resident within Owner's Residence -- for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Area. 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 claim because of negligent acts of the Association or other Owners.

**Section 13.4 Directors and Officers Liability Insurance.** 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 deems advisable and affordable to insure the Association's and Board's directors, officers, committee members and Manager against liability for any act or omission in carrying out their duties in those capacities.

**Section 13.5 Other Coverages.** The Association may maintain any insurance policies and bonds deemed by the Board to be necessary or desirable and affordable for the benefit of the Association, including but not limited to worker's compensation insurance, fidelity coverage, and any insurance and bond requested and required by any lender to the Association.

**Section 13.6 Owner's Responsibility for Insurance.** Each Owner will obtain and maintain general liability insurance on his Residence. Each Owner and Resident is solely responsible for insuring his personal property including but not limited to, furnishings, vehicles, and stored items.



**Section 13.7 Mechanic's and Materialmen's Lien.** Each Owner whose Residence is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this Article, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

**It is recommended that Owners consult with an insurance professional to obtain coverage as recommended in Section 13.11 and any other coverage that might be advisable to insure Owner against Assessments that may be levied by the Association to pay costs or expenses in excess of policy limits and/or deductibles.**

**Section 13.8 Additional Insurance Coverage.** In addition to the Insurance Coverage described above for Common Areas, the Association shall provide insurance coverage to the extent available for property insurance insuring against all risks of physical loss commonly insured against, including fire and extended coverage in a total amount of at least 100% of the replacement costs for the structure only, not including sheetrock and not including improvements made to the interior of the structure from the sheetrock in and/or not including personal property.

**Section 13.9 Claims.** A claim for any loss covered by the insurance required by this Section 13.9 must be submitted by and adjusted with the Association. Each Owner irrevocably appoints the Association, acting through its Board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy for the Owners and lienholders as their interests may appear. The proceeds paid under a policy held by the Association or by Owners must be disbursed first for the repair or restoration of the damaged Homes or structures, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Home or structure has been completely repaired or restored and then only surplus proceeds of policies held by Owners.

- a) Except as provided by this section, any portion of a Home or structure for which insurance is required to be purchased by the Association that is damaged or destroyed shall be promptly repaired or replaced by the Association unless replacement would be illegal under any Applicable Law. The cost of repair or replacement in excess of the insurance proceeds shall be a common expense of the Association, and the Board may levy an Assessment to pay the excess costs or expenses in accordance with Article VII. Any surplus proceeds from policies held by the Association shall be deposited into the operating account for the Association and used to pay expenses of the Association. Any insurance proceeds received by an Owner attributable to a damaged Home or Structure shall be used to restore the damaged Home or Structure to a condition compatible with the remainder of the Homes or Structures. If a Home or Structure is not repaired or replaced, the insurance proceeds attributable to a Home or Structure that is not rebuilt shall be distributed to the Owners of that Home or Structure, or to their mortgagees, as their interests may appear.
- b) Even if the Association and the Owners have adequate amounts of recommended and required coverage, the Property may experience a loss that is not covered by insurance. In such event, the Association is responsible for restoring the Common Area as a common expense of the Association, and the Owner is responsible for restoring the Owner's Home and/or structure.
- c) The Association, the Board, and the Association's officers and managers will not be liable for failure to obtain any coverage required by this Article XIII or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

**Section 13.10 Owner's Responsibility for Insurance.**

- a) **Insurance by Owners.** The Owner of a Residence is encouraged to procure insurance covering the interior of the Home, including replacement of interior improvements and betterment coverage to insure improvements the Owner may make to the Residence, commonly referred to as HO-6 Insurance or its equivalent. The Association does not insure improvements and betterments made by the Owner to a Residence. The Owner is also encouraged to obtain Loss Assessment coverage, as well as general liability insurance covering the Owner's Lot for bodily injury and property damage. Notwithstanding the foregoing, the Board may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners.
- b) **Association Does Not Insure.** The Association does not insure an Owner or Occupant's personal property. Each Owner and Occupant is solely responsible for insuring his personal property in his Residence and on the Property, including furnishings, vehicles, and stored items. THE ASSOCIATION STRONGLY RECOMMENDS THAT EACH OWNER AND OCCUPANT PURCHASE AND MAINTAIN INSURANCE ON HIS PERSONAL BELONGINGS.
- c) **Waiver of Subrogation:** Each Owner's policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against Declarant or Builder

**Section 13.11 Owner's Liability for Insurance Deductible.** If repair or restoration of a Home or structure is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance. Notwithstanding the foregoing, if the Board reasonably determines that the loss is the result of negligence or willful misconduct of an Owner or Occupant, then the Board may levy an Individual Assessment against the Owner and his Lot for the amount of the deductible that is attributable to the act or omission.

**ARTICLE XIV  
GENERAL PROVISIONS**

**Section 14.1 Enforcement.** The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Declaration, as amended from time to time. Failure to enforce any right, provision, covenant or condition granted by this Declaration will not constitute a waiver of the right to enforce such right, provision, covenants or conditions in the future. The Association, the Board, the ACC, the Declarant and their respective officers, directors, members, employees and agents make no warranty or representation as to the present or future validity or enforceability of this Declaration. Any Owner acquiring a Residence in reliance on one or more of the restrictions herein shall assume all risks of the validity and enforceability thereof and, by acquiring the Residence, agrees to hold the Association, the Board, the ACC, the Declarant and their respective officers, directors, members, partners, managers, employees and agents harmless therefrom.

**Section 14.2 Higher Authority.** The terms and provisions of this Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

**Section 14.3 Severability.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Declaration, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

**Section 14.4 Conflicts.** If there is any conflict between the provisions of this Declaration, the Certificate of Formation, the Bylaws or any Rules adopted pursuant to the terms of such documents, the Certificate of Formation, the provisions of this Declaration, the Bylaws and the Rules in such order, will govern.

**Section 14.5 Singular and Plural.** When the context requires plural nouns or pronouns, the singular form is specifically included. When context requires singular nouns or pronouns, the plural form is specifically included.

**Section 14.6 Notices.** Any notice permitted or required to be given to any person by this Declaration will be in writing and may be delivered either personally or by U.S. mail or by electronic mail, or as otherwise required by Applicable Law. If delivery is made by U.S. mail, it will be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purposes of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

**Section 14.7 View Impairment.** None of the Association, the ACC nor the Declarant guarantee or represent that any view over and across the Residences, or any open space or Common Area within the Property will be preserved without impairment. None of the Declarant, the ACC or the Association shall have any obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to Common Area) will have the right to add trees and other landscaping and irrigation from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

**Section 14.8 Safety and 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, Builder and Resident acknowledges and agrees for Owner, Builder, Resident and their respective guests, invitees, agents, employees, contractors, subcontractors and family members that Declarant, the Association, the Manager and the respective directors, officers, committee members, agents and employees are not providers, insurers or guarantors of security within the Property. Each Owner, Builder and Resident acknowledges and accepts sole responsibility to provide security for Owner, Builder, Resident and their respective guests, family members, employees, contractors, subcontractors and invitees and assumes all risks for loss or damage to same. Each Owner, Builder and Resident further acknowledges that Declarant, the Association and the Manager along with their respective directors, officers, committees, agents and employees have made no representations or warranties, nor has the Owner, Builder 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, Builder and Resident acknowledges and agrees that Declarant, the Association, the Manager, their respective directors, officers, committees, members, 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 in or on the Property.

**Section 14.9 Exculpation.** It is expressly understood and agreed that nothing contained in this Declaration shall be interpreted or construed as creating any liability whatsoever, directly or indirectly, against Declarant and Builder, their partners or any of their respective officers, directors, members, managers, employees, agents or attorneys or any of their respective heirs, executors, legal representatives, successors or assigns (collectively the "Declarant Related Parties"), for monetary relief or special, punitive or incidental damages. In particular, and without limiting the generality of the foregoing, if any Claim shall be brought to enforce the provisions of this Declaration, the Party instituting such Claim shall not be entitled to take any action to procure any monetary or non-monetary judgment against any of the Declarant Related Parties.

**Section 14.10 Indemnity.** The Association shall indemnify, defend and hold harmless the Declarant, the Board of Directors, the ACC and each director, officer, employee and agent of the Declarant, the Board of Directors and the ACC from all actions, suits, proceedings, judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorneys' fees) incurred by such indemnified person under or in connection with this Declaration or the Property to the fullest extent permitted by Applicable Law, such indemnity to include matters arising as a result of the sole or concurrent negligence of the indemnified party, to the extent permitted by Applicable Law.

THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND EACH DIRECTOR, OFFICER, EMPLOYEE AND AGENT OF THE CITY FROM ALL ACTIONS, SUITS, PROCEEDINGS, JUDGMENTS, PENALTIES, FINES, SETTLEMENTS AND REASONABLE EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED BY THE CITY UNDER OR IN CONNECTION WITH THIS DECLARATION OR THE PROPERTY RESULTING FROM THE CITY'S REMOVAL OF ANY LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS THAT CEASE TO BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH ANY APPLICABLE CITY ORDINANCES OR REGULATIONS BY THE ASSOCIATION OR FROM THE CITY'S PERFORMANCE OF THE OPERATION, MAINTENANCE OR SUPERVISION RESPONSIBILITIES OF THE ASSOCIATION DUE TO THE ASSOCIATION'S FAILURE TO PERFORM SUCH RESPONSIBILITIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR SUCH ACTIONS, SUITS, PROCEEDINGS, JUDGMENTS, PENALTIES, FINES, SETTLEMENTS OR EXPENSES ARISING BY REASON OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY AND EACH DIRECTOR, OFFICER, EMPLOYEE AND AGENT OF THE CITY.

**Section 14.11 Risk of Use of Common Area Amenities.** Each Owner, Builder, Resident and their respective family members, guests, agents, employees, contractors, subcontractor and invitees use all Common Area at their own risk. All Common Area is unattended and unsupervised. Each Owner, Builder, Resident and their respective family members, guests, agents, employees, contractors, subcontractors and invitees are solely responsible for their own safety and well-being. The Association, the ACC, Declarant, the Manager and the Board disclaim any and all liability or responsibility for injury or death occurring from use of the Common Area.

**Section 14.12 Compliance.** The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Governing Documents and Applicable Law, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or the Property. Failure to comply with any of the Governing Documents herein shall constitute a violation of the Governing Documents and may result in a fine against the Owner in accordance with this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the ACC, or by an aggrieved Owner. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Governing Documents, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1.5%) per month) shall be assessed against and chargeable to the Owner's Residence. Any such amounts assessed and chargeable against a Residence shall be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Residence. Each such Owner shall indemnify and hold harmless the Association and Manager and respective officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or

activities under this Section (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

**Section 14.13 Duration.** The provisions of this Declaration run with and bind the Property and will remain in effect perpetually to the extent permitted by law.

**Section 14.14 Exhibits.** The Exhibits listed below are attached to this Declaration and incorporated herein by reference. Exhibit D of this Declaration shall automatically terminate 25 years after the date this Declaration is first recorded (unless terminated prior to such time by Declarant in a recorded instrument), and this Declaration may be restated, rerecorded, or published without Exhibit D, provided the other exhibits are not re-lettered. The automatic expiration and subsequent deletion of Exhibit D does not constitute an amendment of this Declaration. The Exhibits to this Declaration include:

- a. Exhibit A - Description of Property
- b. Exhibit B – Plat
- c. Exhibit C – Maintenance Responsibility Chart
- d. Exhibit D – Declarant Rights
- e. Exhibit E – HOA Acceptance of Building Maintenance
- f. Exhibit F – Approved Trash Container

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**[SIGNATURE PAGE TO FOLLOW]**



**CONSENT TO DECLARATION BY LIENHOLDER**


Legacy Bank holds a promissory note signed by Mira Lagos TH Partners, Ltd. The promissory note is secured by deed of trust liens against real property that includes the property described in Appendix A of this Declaration. The deed of trust liens are contained in the Deed of Trust and Security Agreement, recorded on February 04, 2019, as Document No. 201900029267, Official Public Records, Dallas County, Texas.

By signing this instrument, Legacy Bank, consents to the recording of the Declarations of Covenants, Conditions & Restrictions for Belleza Townhomes, which will not be extinguished by foreclosure of any liens assigned to or for the benefit of Legacy Bank, or its trustees, successors, and assigns.

SIGNED on the 21<sup>st</sup> day of July 2020.

**LIENHOLDER**

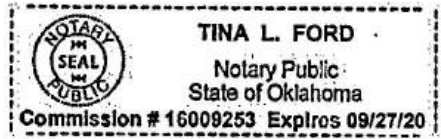
Legacy Bank

By:   
Brad Ramsey, President

THE STATE OF OKLAHOMA §  
                                                  §  
COUNTY OF STEPHENS       §

This instrument was acknowledged before me on the 21<sup>st</sup> day of July 2020, by Brad Ramsey, President of Legacy Bank, on behalf of the financial institution.

  
Notary Public, The State of Oklahoma



**CONSENT TO DECLARATION BY LIENHOLDER**

GTVML, LLC is a Texas limited liability company whose mailing address is 5000 Quorum Drive, Suite 555, Dallas, TX 75254.

GTVML, LLC holds deed of trust liens contained in the Deed of Trust and Security Agreement recorded on February 04, 2019, as Document No. 201900029269, in the Official Public Records of Dallas County, Texas ("Deed of Trust"). The Deed of Trust secures payment of the obligations described in the Deed of Trust, as well as those certain Purchase Agreements (as defined in the Deed of Trust) by and between Mira Lagos TH Partners, Ltd. a Texas limited partnership, as seller, and GTVML, LLC, as purchaser (collectively, "Obligations"). The Obligations are secured by the Deed of Trust liens against real property that includes the property described in Appendix A of this Declaration.

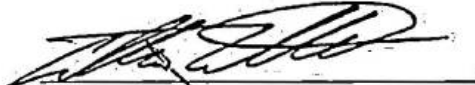
By signing this instrument, GTVML, LLC, consents to the recording of the Declarations of Covenants, Conditions & Restrictions for Belleza Townhomes, which will not be extinguished by foreclosure of any liens assigned to or for the benefit of GTVML, LLC, or its trustees, successors, and assigns.

SIGNED on the 21<sup>st</sup> day of July 2020.

**LIENHOLDER**

GTVML, LLC  
a Texas limited liability company

By: Grenadier GTVML, LLC,  
a Texas limited liability company,  
its manager

  
\_\_\_\_\_  
Anthony Natale, Manager

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on the 21<sup>st</sup> day of July 2020, by Anthony Natale, Manager of Grenadier GTVML, LLC, on behalf of the financial institution.

  
\_\_\_\_\_  
Notary Public, The State of Texas





**EXHIBIT "A"**  
**DESCRIPTION OF THE PROPERTY**

## METES & BOUNDS DESCRIPTION

**BEING A 9.296 ACRE TRACT OF LAND LOCATED IN THE BBB&C RR CO SURVEY (BUFFALO BAYOU, BRAZOS AND COLORADO RAILROAD COMPANY), ABSTRACT NO. 1700, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, BEING A PORTION OF A CALLED 21.586 ACRE TRACT OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED TO MIRA LAGOS EAST PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, FILED FOR RECORD IN VOLUME 2004014, PAGE 7319, DEED RECORDS, DALLAS COUNTY, TEXAS (DRDCT), AND BEING A PORTION OF A CALLED 9.276 ACRE TRACT OF LAND (FUTURE COMMERCIAL SITE), AS DESCRIBED IN THE SPECIAL WARRANTY DEED TO MIRA LAGOS EAST PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. 200600057550, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (OPRDCT), SAID 9.296 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING AT AN "X" CUT FOUND FOR THE NORTHERNMOST CORNER OF LOT 1, BLOCK A, MIRA LAGOS EAST MULTIFAMILY ADDITION, AN ADDITION TO THE CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN COUNTY CLERK'S INSTRUMENT NO. D201400100515, OPRDCT, AND BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SOUTH GRAND PENINSULA DRIVE, A 110-FOOT PUBLIC RIGHT-OF-WAY AS SHOWN ON THE FINAL PLAT FOR MIRA LAGOS EAST, INFRASTRUCTURE, AN ADDITION TO THE CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2005162, PAGE 121, PLAT RECORDS, DALLAS COUNTY, TEXAS (PRDCT), SAME BEING AN ADDITION TO THE CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 10446, PLAT RECORDS, TARRANT COUNTY, TEXAS (PRTCT), SAID BEGINNING POINT HAVING A NAD83 TEXAS COORDINATE SYSTEM POSITION (GRID) OF N:6900915.2 E:2419477.7 (BEARINGS & COORDINATE VALUES SHOWN HEREON ARE IN REFERENCE TO THE NAD83 - TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202, BASED ON GPS OBSERVATIONS UTILIZING THE LEICA GPS REFERENCE NETWORK. ALL DISTANCES SHOWN HEREON WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011714882, BASE POINT OF 0,0,0);**

**THENCE NORTH 60 DEGREES 42 MINUTES 48 SECONDS EAST, ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 521.27 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MMA 817-469-1671", BEING AT THE NORTHWEST END OF A CORNER CLIP AT THE INTERSECTION OF THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID SOUTH GRAND PENINSULA DRIVE AND THE SOUTHWEST RIGHT-OF-WAY LINE OF LAKERIDGE PARKWAY, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY;**

**THENCE SOUTH 74 DEGREES 21 MINUTES 47 SECONDS EAST, ALONG SAID CORNER CLIP, A DISTANCE OF 35.40 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MMA 817-469-1671", BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1969.86 FEET;**

**THENCE ALONG SAID CURVE TO THE LEFT AND SAID SOUTHWEST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 06 DEGREES 33 MINUTES 51 SECONDS, AN ARC LENGTH OF 225.68 FEET, AND HAVING A LONG CHORD WHICH BEARS SOUTH 33 DEGREES 02 MINUTES 26 SECONDS EAST, A CHORD LENGTH OF 225.56 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MMA 817-469-1671";**

**THENCE SOUTH 37 DEGREES 21 MINUTES 57 SECONDS EAST, CONTINUING ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 53.17 FEET, TO A 1/2 INCH IRON ROD FOUND;**

**THENCE SOUTH 31 DEGREES 59 MINUTES 45 SECONDS EAST, CONTINUING ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 50.38 FEET, TO A 1/2 INCH IRON ROD FOUND, BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2,728.33 FEET;**

**THENCE ALONG SAID CURVE TO THE LEFT, CONTINUING ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE, AND IN A SOUTHEASTERLY DIRECTION, THROUGH A CENTRAL ANGLE OF 01 DEGREES 01 MINUTES 29 SECONDS, AN ARC LENGTH OF 48.80 FEET, AND HAVING A LONG CHORD WHICH BEARS SOUTH 40 DEGREES 04 MINUTES 13 SECONDS EAST, A CHORD LENGTH OF 48.80 FEET, TO A 1/2 INCH IRON ROD FOUND, BEING THE EASTERNMOST CORNER OF SAID CALLED 9.276 ACRE TRACT OF LAND;**

**THENCE SOUTH 10 DEGREES 53 MINUTES 16 SECONDS WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE SOUTHEAST LINE OF SAID CALLED 9.276 ACRE TRACT OF LAND, A DISTANCE OF 621.45 FEET, TO A 1/2 INCH IRON ROD FOUND;**

**THENCE SOUTH 58 DEGREES 54 MINUTES 37 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID CALLED 9.276 ACRE TRACT OF LAND, A DISTANCE OF 180.86 FEET, TO A 1/2 INCH CAPPED IRON ROD FOUND STAMPED "JBI", BEING THE SOUTHERNMOST CORNER OF SAID CALLED 9.276 ACRE TRACT OF LAND, SAME BEING THE EASTERNMOST CORNER OF LOT 2, BLOCK A, OF SAID MIRA LAGOS EAST MULTIFAMILY ADDITION;**

**THENCE NORTH 29 DEGREES 11 MINUTES 01 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID MIRA LAGOS EAST MULTIFAMILY ADDITION, AT A DISTANCE OF 360.23, FEET PASSING A 1/2 INCH CAPPED IRON ROD FOUND STAMPED "JBI" FOR THE NORTHERNMOST CORNER OF SAID LOT 2, AND CONTINUING IN ALL A TOTAL DISTANCE OF 881.51 FEET, TO THE POINT OF BEGINNING AND CONTAINING 9.296 ACRES (404,949 SQUARE FEET) OF LAND, MORE OR LESS.**

**EXHIBIT "B"**

**FINAL PLAT**



OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF TARRANT  
I, the undersigned, being the owner of the above described premises, do hereby certify that the same are as shown on the plat...

OWNER'S DEDICATION

WE, THE UNDERSIGNED, HEREBY DEDICATE TO THE CITY OF DALLAS THE ABOVE DESCRIBED PREMISES FOR THE USE OF THE CITY OF DALLAS AS A PUBLIC HIGHWAY...

WITNESSED BY ME THIS 27th DAY OF JULY 2020  
BY: [Signature]  
NAME: [Name]  
TITLE: [Title]

STATE OF TEXAS  
COUNTY OF TARRANT  
BY: [Signature]  
TITLE: [Title]

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly licensed surveyor in the State of Texas, do hereby certify that I have examined the plat...



STATE OF TEXAS  
COUNTY OF TARRANT  
BY: [Signature]  
TITLE: [Title]

DATE: 07/27/2020  
BY: [Signature]

FINAL PLAT  
CASE NO. P180502  
MIRA LAGOS EAST  
TOWNHOMES -  
SOUTH

LOTS 1 - 11, LOT 12, BLOCK 4  
LOTS 13 - 21, BLOCK 5  
LOTS 22 - 31, BLOCK 6  
LOTS 32 - 41, BLOCK 7  
LOTS 42 - 51, BLOCK 8  
LOTS 52 - 61, BLOCK 9  
BEING 9.296 ACRES OF LAND SITUATED  
IN THE 889 & C RR CO SURVEY  
ABSTRACT NO. 1700,  
CITY OF GRAND PRairie,  
DALLAS COUNTY, TEXAS



OWNER / DEVELOPER:  
MIRA LAGOS TH  
PARTNERS, LTD.  
3000  
DALLAS, TX 75226  
CONTRACT NO. 1000000  
SHEET 2 OF 2

THIS PLAT IS FILED IN INSTRUMENT #

**TAX CERTIFICATE**



**JOHN R. AMES, CTA**  
**DALLAS COUNTY TAX ASSESSOR/COLLECTOR**  
 1201 Elm Street, Suite 2600  
 Dallas, Texas 75270

**Issued To:**  
 MIRA LAGOS EAST INVESTORS  
 GROUP LTD  
 3001 KNOX ST STE 207  
 DALLAS, TX 75205-5586

**Legal Description**  
 B B B & C RR ABST 1700 PG 455  
 TR 2.8 ACS 6.2958  
 VOL 2004168/17056 DD 07202004 CO-DC  
 1700455100208 5CP17004551

**Parcel Address:** 2050 MANSFIELD RD, CP  
**Legal Acres:** 6.2960

**Account Number:** 651-700-455-10020800  
**Certificate No:** 95464  
**Certificate Fee:** \$10.00 CREDIT

**Print Date:** 09/30/2019 01:33:04 PM  
**Paid Date:** 09/30/2019  
**Issue Date:** 09/30/2019  
**Operator ID:** SANDRA LOPEZ

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2018. ALL TAXES ARE PAID IN FULL

**Exemptions:**  
 AGRICULTURE

**Certified Owner:**  
 MIRA LAGOS EAST INVESTORS  
 GROUP LTD  
 3001 KNOX ST STE 207  
 DALLAS, TX 75205-5586

<b>2018 Value:</b>	671,920
<b>2018 Levy:</b>	\$22.11
<b>2018 Levy Balance:</b>	\$0.00
<b>Prior Year Levy Balance:</b>	\$0.00
<b>Total Levy Due:</b>	\$0.00
<b>P&amp;I + Attorney Fee:</b>	\$0.00
<b>Total Amount Due:</b>	\$0.00

**Certified Tax Unit(s):**  
 1002 DALLAS COUNTY  
 1021 PARKLAND HOSPITAL  
 1031 DALLAS COUNTY COMMUNITY COLI  
 1041 SCHOOL EQUALIZATION  
 1103 CEDAR HILL ISD  
 12.6 CITY OF GRAND PRAIRIE

**Reference (GF) No:** N/A  
**Issued By:** SANDRA LOPEZ  
 JOHN R. AMES, CTA  
 DALLAS COUNTY TAX ASSESSOR/COLLECTOR



**TAX CERTIFICATE**



**JOHN R. AMES, CTA**  
**DALLAS COUNTY TAX ASSESSOR/COLLECTOR**  
 1201 Elm Street, Suite 2600  
 Dallas, Texas 75270

**Issued To:**  
 MIRA LAGOS EAST PTNR LTD  
 GROUP LTD  
 3001 KNOX ST STE 207  
 DALLAS, TX 75205-5586

**Legal Description**  
 B B B & C RR ABST 1700 PG 455  
 TR 29 ACS 3.3524  
 VOL 2004014/7319 DD 01212004 CO-DC  
 1700455100209 5CP17004551

**Parcel Address:** 2050 MANSFIELD RD, CP  
**Legal Acres:** 3.3520

**Account Number:** 651-700-455-10020900

**Certificate No:** 95465

**Certificate Fee:** \$10.00 CREDIT

**Print Date:** 09/30/2019 01:34:10 PM  
**Print Date:** 09/30/2019  
**Issue Date:** 09/30/2019  
**Operator ID:** SANDRA LOPEZ

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2018. ALL TAXES ARE PAID IN FULL

**Exemptions:**

**AGRICULTURE**

**Certified Owner:**

MIRA LAGOS EAST PTNR LTD  
 GROUP LTD  
 3001 KNOX ST STE 207  
 DALLAS, TX 75205-5586

<b>2018 Value:</b>	357,730
<b>2018 Levy:</b>	\$11.76
<b>2018 Levy Balance:</b>	\$0.00
<b>Prior Year Levy Balance:</b>	\$0.00
<b>Total Levy Due:</b>	\$0.00
<b>P&amp;I + Attorney Fee:</b>	\$0.00
<b>Total Amount Due:</b>	\$0.00

**Certified Tax Unit(s)**

- 1002 DALLAS COUNTY
- 1021 PARKLAND HOSPITAL
- 1031 DALLAS COUNTY COMMUNITY COLI
- 1041 SCHOOL EQUALIZATION
- 1103 CEDAR HILL ISD
- 1216 CITY OF GRAND PRAIRIE

**Reference (GF) No:** N/A

**Issued By:** SANDRA LOPEZ

**JOHN R. AMES, CTA**  
**DALLAS COUNTY TAX ASSESSOR/COLLECTOR**





**EXHIBIT "C"**  
**MAINTENANCE RESPONSIBILITY CHART**

**EXHIBIT "C"**  
**MAINTENANCE RESPONSIBILITY CHART**

"All aspects" includes maintenance, repair and replacement as needed

COMPONENT OF PROPERTY	ASSOCIATION'S AREA OF COMMON RESPONSIBILITY	OWNER RESPONSIBILITY (SUBJECT TO APPROVAL BY ACC)
Roofs.	All aspects.	None.
Roof mounted attachments.	None.	All aspects.
Exterior vertical walls of Residences, other exterior features of Residences not specifically listed in chart.	Outermost materials only, such as siding, stucco, stone, brick, fascia & soffit and wood accents and any paint and/or stain, sealants and caulking.	All aspects. Repair of leaks resulting from roof-mounted attachments will be the sole responsibility of the Owner.
Residence foundations including patio slabs poured as part of the foundation.	Slab failure after expiration of statutory builder structural warranty	All other aspects including repair for minor cracks that result from the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and settling of the Residence.
Concrete driveways, walkways private sidewalks, A/C slabs and patios not poured as part of the Residence foundation.	None	All aspects
Retaining walls.	All aspects.	None.
Displays of street numbers on exterior doors or Dwelling surfaces.	All aspects.	None.
Gutters and downspouts.	All aspects.	None.
Exterior Fireplaces	None	All aspects
Landscape Services	All aspects excluding plants not planted in the ground (ie. pots or hanging baskets, etc.) and excluding landscape material planted by homeowner as approved by the ACC.	Plants not planted in the ground and landscape material planted by the homeowner as approved by the ACC. Any seasonal color or annuals planted by Homeowner.
Fencing, gates & wooden arbors	All aspects.	None.
Yard irrigation system (sprinkler)	All aspects.	None.
Exterior light fixtures on Residence.	None.	All aspects including exterior light bulb replacement in compliance with established standard for the community per HOA.
Exterior pest control.	Does not include regular preventative maintenance, but only as required in the sole discretion of the Association.	All other aspects.
Exterior doors of Residences.	Determining styles and materials of front doors and garage doors. Periodic paint or stain on doors.	All other aspects of the garage door, and all aspects of other exterior doors, including functionality, motors/openers, remote controls, hardware, locks, peepholes, thresholds, weather-stripping, and doorbells.

COMPONENT OF PROPERTY	ASSOCIATION'S AREA OF COMMON RESPONSIBILITY	OWNER RESPONSIBILITY (SUBJECT TO APPROVAL BY ACC)
		Periodic repair and replacement of doors when needed as determined by the Association.
Skylights.	None.	All aspects.
Attics.	None.	All aspects.
Insulation & weather stripping & caulking	None.	All aspects.
Residence interiors; all improvements including but not limited to cabinets, countertops, fixtures, partition walls & floors within Residence.	None.	All aspects.
Sheetrock in Residences (walls and ceilings) & treatments on walls.	None.	All aspects.
Exterior surface water drainage systems.	All aspects, including collection drains and drain systems.	None. Prohibited from changing the drainage system.
Windows/glass.	None.	All aspects
Water, sewer, electrical lines & systems.	None	All aspects
Heating and cooling systems & water heaters.	None.	All aspects.
Intrusion alarms on doors/windows, smoke/heat detectors, monitoring equipment.	None.	All aspects.
Cable for television or internet.	Standards for location and appearance of cable and/or conduit.	All other aspects.
Television antennas & satellite dishes.	Standards for location and appearance of exterior mounted devices.	All other aspects.

Note 1: The components listed in the first column are applicable only if they exist and may not be construed to create a requirement to have such a component.

Note 2: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement after notification of the Board, the Association may perform the work after giving required notices to the Owner per the Governing Documents.

**EXHIBIT "D"**  
**DECLARANT RIGHTS**

**EXHIBIT D****DECLARANT RIGHTS****D.1. GENERAL PROVISIONS.**

D.1.1. Introduction. Declarant intends this Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property shall automatically terminate 25 years after the date this Declaration is first recorded (unless terminated prior to such time by Declarant in a recorded instrument). As a courtesy to future users of this Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the majority of the Declarant-related provisions in this Exhibit D.

D.1.2. General Reservation and Construction. Notwithstanding other provisions of Governing 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 Exhibit which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Exhibit and any other Governing Document, this Exhibit controls. This Exhibit may not be amended without the prior written consent of Declarant. The terms and provisions of this Exhibit must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

D.1.3. Purpose of Declarant Control Period. This Exhibit gives Declarant certain rights during the Declarant Control Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of the Association, the Owners and any mortgagees.

D.1.4. Declarant. Declarant, in its own name or through its affiliates, intends that Homes will be constructed on all of the Lots. Declarant also has the right, with or without notice, to sell some or all of the Lots to one or more Builders. With or without notice, Declarant may sell all of the Lots to Builders.

D.2. DECLARANT CONTROL PERIOD RESERVATIONS. Declarant reserves the following powers, rights, and duties during the Declarant Control Period:

D.2.1. Officers & Directors. During the Declarant Control Period, Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be Members or Owners.

D.2.2. Declarant's Right to Contribute to Revenues of the Association. Declarant shall have the right, but not the obligation, in its sole discretion and from time to time, to contribute to the revenues of the Association. Any such contribution may be treated as a subsidy or a loan, as determined by Declarant in its sole discretion. Declarant may, but is not obligated to, reduce assessments which would otherwise be levied against Residences for any fiscal year by the payment of a subsidy to the Association ("Declarant Subsidy"). The payment of a Declarant Subsidy in any given year will not obligate Declarant to continue payment of subsidies to the Association in future years.

D.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.

D.2.4. Organizational Meeting. Within 60 days after the end of the Declarant Control Period, or sooner at the Declarant's option, Declarant will call an organizational meeting of the Members of the Association for the purpose of electing, by vote of the Owners, Directors to the Board. Written notice of the organizational

meeting must be given to an Owner of each Residence at least 10 days before the meeting. For the organizational meeting, Owners of ten percent (10%) of the Residences constitute a quorum.

D.2.5. Common Area Title. At or prior to termination of the Declarant Control Period, Declarant will convey title to the Common Area to the Association by deed — with or without warranty. At the time of conveyance, the Common Area will be free of encumbrance except for the property taxes accruing for the year of conveyance. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

D.3. DECLARANT CONTROL PERIOD RESERVATIONS. Notwithstanding anything to the contrary in this Declaration, Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, at any time during the Declarant Control Period:

D.3.1. Changes in Development. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Subject to approval by the City, Declarant may (1) change the sizes, dimensions, and configurations of lots and Streets; (2) change the minimum Home size; (3) change the building setback requirements; and (4) eliminate or modify any other feature of the Property.

D.3.2. Builder Documents. Declarant may require its prior approval (which may not be unreasonably withheld) of all documents and materials used by a Builder in connection with the development and sale of Lots, including, without limitation promotional materials, deed restrictions, forms for deeds, lot sales, and lot closings.

D.3.3. ACC. During the Declarant Control Period, Declarant has the absolute right to appoint the Architectural Control Committee, consisting of any number of persons who serve at the pleasure of Declarant, and who may be removed and replaced by Declarant.

D.3.4. Amendment. During the Declarant Control Period, Declarant may amend this Declaration and the other documents, without consent of other Owners or any mortgagee, for the following limited purposes:

- (a) To add real property to the Property.
- (b) To create Lots, easements, and Common Area within the Property.
- (c) To subdivide, combine, or reconfigure the Lots, easements, and Common Area within the Property.
- (d) To convert Lots into common areas.
- (e) To modify the construction specifications.
- (f) To comply with requirements of a lender.
- (g) To comply with any applicable governmental statute, rule, regulation or judicial determination promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.
- (h) To resolve conflicts, clarify ambiguities or correct inadvertent misstatements, errors, or omissions in the Governing Documents.
- (i) To enable any reputable title insurance company to issue title insurance coverage on the lots.
- (j) To mortgage the Lots and/or Common Areas or enable an institutional or governmental lender purchaser, insurer or guarantor of mortgage loans including, for example the Federal Home Loan Mortgage Corporation, to make or purchase mortgage loans on any Residence, Lot and/or Common Area.
- (k) To change the name or entity of Declarant.
- (l) For any other purpose, provided the amendment has no material adverse effect on any right of any Owner.

This Declaration may be amended or terminated by the recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Declarant Control Period) or Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast by all Members of the Association. No amendment will be effective without the written consent of Declarant, or its successors or assigns, during the Declarant Control Period.

D.3.5. Completion. During the Declarant Control Period, Declarant has (1) the right to complete or make improvements indicated on the Plat; (2) the right to sell or lease any Lot owned by Declarant; and (3) an easement and right to erect, construct and maintain on and in the Common Area and Lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property.

D.3.6. Promotion: During the Declarant Control Period -- for purposes of promoting, identifying, and marketing the Property -- Declarant reserves (1) an easement and right to place and relocate signs, banners, flags, display lighting, and seasonal landscaping on the Property; (2) the right to permit Builders to place signs and promotional materials on the Property; and (3) the right to exempt Builders from the sign restriction in this Declaration.

D.3.7 Marketing: The right is reserved by Declarant, or its agents, employees or assignees to place and maintain on the Property all model homes, sales offices, advertising signs flagpoles and flags and banners and lighting in connection therewith and other promotional facilities at such locations and in such forms as shall be determined by Declarant. There is also reserved unto Declarant and its agents, employees or assignees and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Property for such sales purposes.

D.3.8 Construction Office: Declarant also reserves the right to maintain on Property without charge (i) a general construction office for Builder's contractors and subcontractors and (ii) appropriate parking facilities for the employees of Declarant, Builder, their agents or assignees and independent contractors and subcontractors. Declarant's aforesaid reserved rights shall exist at any time Declarant or Builder is engaged in the construction, sale or leasing of Residences on any portion of the Property, and no charge shall be made with respect thereto.

D.3.9. Easement to Inspect & Right to Correct. Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration, but not limitation, relocation of a fence located on a Lot may be warranted by a change of circumstance, imprecise siting of the original fence, or desire to comply more fully with public codes and ordinances. This Section shall not be construed to create a duty for Declarant or the Association.

D.3.10. Access. During the Declarant Control 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. Declarant also has the right to provide a reasonable means of access for the homebuying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of lots and Residences by Declarant or Builders, including the right to require that the gate be kept open during certain hours and/or on certain days.

D.3.11. Utility Easements. During the Declarant Control Period, Declarant may grant permits, licenses, and easements over, in, on, under and through the Property for utilities, Streets, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the easements on any lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, and security.

*End of Exhibit*



**EXHIBIT "E"**

**BUILDING TRANSITION TO HOMEOWNERS ASSOCIATION**

### Transfer Procedure

The procedures to transfer responsibility of the maintenance to the Association shall be as follows:

- A. At least 30 days in advance of the closing on the first Dwelling in a Structure by the Homebuilder (which such sale shall be to a third-party end user) (the “Closing”), the Builder’s representative shall notify the Association in writing (which notification may be provided electronically) of the pending Closing.
- B. The form of the notification shall be substantially in the form of the Builder Letter of Intent attached hereto.
- C. The maintenance responsibility over the Maintenance Areas shall be transferred on a per Structure, rather than a per Dwelling basis and shall commence at such time that the first Dwelling in a Structure is scheduled for Closing and:
  - i. The Homeowners’ Association (the “Association”) will initiate insurance coverage required under the Documents.
  - ii. The Homeowners’ Association will initiate maintenance of landscaping
  - iii. Assessments shall commence upon the Closing of the first Dwelling in a Structure.
- D. A walk-through of the Structure (the “Walk-Through”) shall be scheduled no later than fourteen (14) days before Closing if possible and shall be conducted by the HOA Manager, the Landscape vendor for the HOA, the Homebuilder’s Landscape vendor, and a Homebuilder representative. HOA Manager will prepare a punch list of repairs substantially in the form of the punch list form attached hereto and email list to Homebuilder representative and Homebuilder’s Landscape vendor within 24 hours after Walk-Through.
- E. Homebuilder shall make every effort to complete and remedy the items on the punch list within seven (7) business days from the initial Walk-Through but in no event later than thirty (30) days from initial Walk-Through. Once punch list items are complete, Homebuilder representative will request the HOA Manager perform a reinspection to confirm punch list items are substantially complete and the Structure is ready for transition to the Homeowners’ Association. No additional items will be added to the original punch list at any reinspection. In the event the punch list items are not substantially complete in the sole opinion of the HOA Manager, the Association may utilize self-help to complete the punch list items to its satisfaction and invoice the Homebuilder for the cost incurred plus 10% of the total cost as an administration fee which shall be paid by Homebuilder within 30 days after receipt of the invoice.
- F. Within 24 hours after reinspection, HOA Manager will issue a Letter of Acceptance in the form attached hereto and distribute to Homebuilder and Homebuilder’s Landscape Vendor.

**HOMEBUILDER LETTER OF INTENT  
TO TRANSFER MAINTENANCE TO ASSOCIATION**

Date: \_\_\_\_\_

Dear Belleza Townhomes Homeowners Association, Inc.

This letter will confirm that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Grenadier Homes, Homebuilder, is requesting the Belleza Townhomes Homeowners Association, Inc. (the "Association") perform a Walk-Through of Building(s) \_\_\_\_\_ and its corresponding improvements (no later than 14 days from the date above if possible) and in no event, no later than \_\_\_\_\_, 20\_\_.

**Tentative Date of Closing:** \_\_\_\_\_ (of first unit to close in subject Building)

**Superintendent Name:** \_\_\_\_\_ **Superintendent Phone:** \_\_\_\_\_

**Street Address(es):** \_\_\_\_\_

**Building Number/Letter:** \_\_\_\_\_ **Lot/Block(s):** \_\_\_\_\_

The following information (as applicable) is attached to this request:

\_\_\_\_\_ A list of contractors involved in the construction of the improvements, along with their current address, phone number and email information

\_\_\_\_\_ Information on and a copy of the Homebuilder's Warranty to be provided to the Owner at Closing, which shall include the Association as an additional beneficiary to the rights and benefits conveyed to the Owner under the Homebuilder's Warranty.

\_\_\_\_\_ A list of all exterior paint colors and stains (including manufacturing information) for the following areas:

- (a) Trim stain or paint colors (including vents, dormers, shutters and eaves)
- (b) Door paint or stain color
- (c) Gutter paint color
- (d) Brick, Stone or Stucco color
- (e) Arbor stain color
- (f) Wrought iron fence color
- (g) Shingles color

Sincerely,

\_\_\_\_\_

Grenadier Homes  
5000 Quorum Drive, Suite 555      Dallas, Texas 75254-1408

Cc: Grenadier Superintendent  
Landscape Vendor

**WALK - THROUGH LIST  
FROM ASSOCIATION TO HOMEBUILDER**

DATE: \_\_\_\_\_

BUILDING NUMBER/LETTER: \_\_\_\_\_

	Item Description	Specific Location & House number	Deficiency and Description of Required Repairs
1			
2			
3			
4			
5			
6			
7			
8			
9			

10			
----	--	--	--

**Proposed List Completion Date:** \_\_\_\_\_

Homebuilder shall make every effort to complete and remedy the items on the List by the List Completion Date. After the items have been completed, the Homebuilder shall contact a representative of the Association who will perform the Follow Up Walk-Through to confirm all items have been corrected. Final acceptance of the Building by the Association for maintenance will be evidenced by delivery of a Letter of Acceptance from the Association.

Belleza Townhomes Homeowners Association, Inc.

\_\_\_\_\_  
HOA Manager

**LETTER OF ACCEPTANCE  
FROM ASSOCIATION TO HOMEBUILDER**

Date: \_\_\_\_\_, 20\_\_

To: Grenadier Homes ("Homebuilder")

Attn: Isabel Arceo

From: Belleza Townhomes Homeowners Association, Inc.

RE: Acceptance of Maintenance

Dear Homebuilder,

This letter will confirm that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, Belleza Townhomes Homeowners Association, Inc. (the "**Association**") has completed its review of the Property described below and its improvements and hereby accepts it for maintenance by the Association.

**Street Addresses:** \_\_\_\_\_

**Building Number/Letter:** \_\_\_\_\_

**Lots/Block:** \_\_\_\_\_

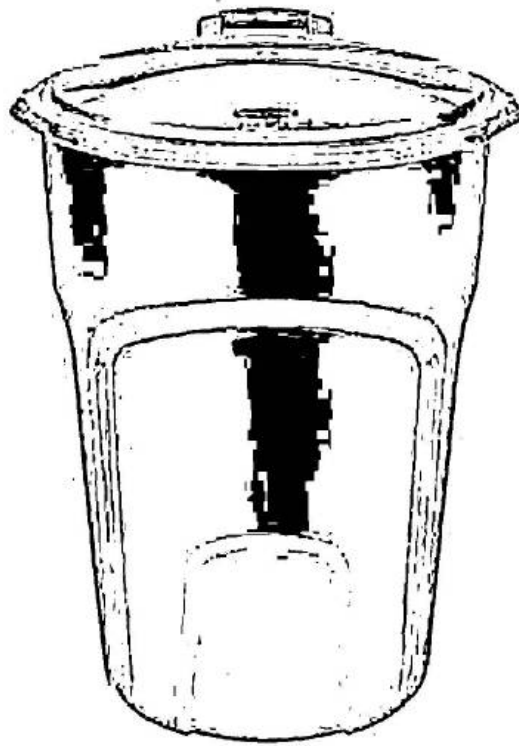
Belleza Townhomes Homeowners Association, Inc.,

\_\_\_\_\_  
HOA Manager

**EXHIBIT "F"**  
**TRASH CONTAINERS**

## **APPROVED TRASH CONTAINER**

**Rubbermaid Roughneck 32 Gal. Easy Out Wheeled Trash Can  
in Black with Lid**



**The trash container pictured here is the only trash container that is approved by the HOA unless the City of Grand Prairie institutes a trash program specifying a different container. Any other containers are non-compliant and may subject you to a fine from the HOA. These trash containers are available from Home Depot and other local retailers.**



**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202000190961

eRecording - Real Property

Recorded On: July 27, 2020 03:40 PM

Number of Pages: 73

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**" Examined and Charged as Follows: "**

Total Recording: \$310.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202000190961  
Receipt Number: 20200722000942  
Recorded Date/Time: July 27, 2020 03:40 PM  
User: Jerome M  
Station: CC06

**Record and Return To:**

eRecording Partners



**STATE OF TEXAS  
COUNTY OF DALLAS**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.