

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BAR H RANCHE ESTATES**

PREAMBLE

This Declaration of Covenants, Conditions, and Restrictions is made effective April 21, 2021 ("Effective Date"), by Chad Bushaw ("Declarant"), whose mailing address is 301 Measures Road, Weatherford, Parker County, Texas 76088.

RECITALS

A. Declarant is the owner of all that certain real property ("the Property") located in Parker County, Texas, called out of the John M. Bradley Survey, Abstract No. 117; the W.B. Watson Survey, Abstract No. 1590; the John F. Jordan Survey, Abstract No. 759, and the T.W. Beckwith Survey, Abstract No. 189 Parker County, Texas, that is legally described on the attached Exhibit "A."

B. Declarant has devised a general plan for the entire Property as a whole ("Bar H Rancho Estates"), a subdivision in Parker County, Texas, with specific provisions for particular parts and parcels of the Property including single family residential purposes. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period of time.

C. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, Declarant, and each successive owner of an interest in the Property.

D. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

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

**ARTICLE I
DEFINITIONS**

1.01 "Declarant" means Chad Bushaw and his successors and assigns.

1.02 "Developer" means Declarant and his successors and assigns who acquire a majority of the previously unsold, developed or undeveloped, lots from Declarant for the purpose of development.

1.03 "Development" means and refers to the subdivision of Bar H Rancho Estates.

1.04 "Bar H Rancho Estates Homeowners Association" (the "HOA") means and refers to that Texas non-profit corporation formed by Declarant for the benefit of the Owners.

1.05 "Lot" means the plots of land shown on the plat and subdivision map recorded in the Plat Records of Parker County, Texas (the "Plat"), and identified as Block A, Lots 1 through 48 and Block B, Lots 1 through 8, on which there is or will be built residential or other structures.

1.06 "Member" means any member of the HOA.

1.07 "Owner" means the record owner or owners of the fee simple title to any lot or portion of a lot in the Property on which there is or will be built residential or other structures. "Owner" includes contract sellers but excludes persons having only a security interest. An "Owner" may be (a) a "Lot Owner," if no residence has been built on the lot; (b) a "Builder Owner," if owned by a professional homebuilding company that is in the business of building homes and purchased the lot to build a home for sale; or (c) a "Home Owner" who owns a lot with an approved residential structure on the lot. An Owner will be considered a "Builder Owner" if so designated by the Developer.

1.08 A "qualified person" means a person who is a licensed architect, landscape architect, general contractor, developer, licensed realtor, professional homebuilder, or attorney.

ARTICLE II PLAN REVIEW AND APPROVAL

2.01 PLAN REVIEWER. Developer, his successors or assigns, shall review plans and specifications for residential structures, outbuildings, and other structures as specified in this Article II and for plan review purposes shall hereinafter be referred to as "Plan Reviewer."

2.02 APPROVAL OF PLANS AND SPECIFICATIONS. The Plan Reviewer must review and approve in writing all of the following projects on the Property:

- (a) Construction of any residential dwellings, outbuilding, fence, wall, or other structure.
- (b) Exterior additions or structural changes or alterations to residential dwellings, out buildings, fences, walls or other structures.

2.03 APPLICATION FOR APPROVAL. To obtain approval to construct any project described in Section 2.02 or elsewhere in this document, an Owner must submit an application to the Plan Reviewer including the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors and location of the proposed work on the lot and must include illustrations, photos, renderings, or front, side, and rear elevations to scale. Plans must show the location of the work, drawn to scale, on a survey or copy of the survey of the lot. It is the responsibility of the Owner to submit plans in advance of construction.

If construction begins before plan approval and Developer becomes aware that construction has begun, Developer may order the Owner to cease construction operations until such time that plans meeting the restrictions are submitted, reviewed and approved. Any structure started or completed without prior approval is subject to any remedies available under the law, including requiring the Owner, at the expense of the Owner, to make any and all changes necessary to bring the structure into compliance with these Covenants, Conditions, and Restrictions.

2.04 **STANDARD FOR REVIEW.** The Plan Reviewer shall review applications for proposed work in order to (1) check conformity of the proposed work with these covenants, conditions, and restrictions and (2) promote harmony of external design in relation to surrounding topography and the community as a whole. An application can be rejected for providing insufficient information.

2.05 **VARIANCE.** The Plan Reviewer shall have the option, but not the obligation, to grant a variance to any covenant, condition, or restriction contained herein, so long as Plan Reviewer, in his sole judgment, deems the variance will not negatively impact the subdivision or Owners.

ARTICLE III EXTERIOR MAINTENANCE

3.01 **EXTERIOR MAINTENANCE.** If any Owner of any lot fails to maintain the premises in a neat and orderly manner, the Developer shall have the right, but not the obligation, through its agents and employees to enter the lot in order to repair, maintain, and restore the lot, and the exterior of any buildings and other improvements located on the lot, including landscaping, all at the expense of the Owner. Prior to taking action, Developer shall make at least two (2) reasonable attempts to notify Owner of violation of this provision by contacting Owner at the residence and address on file with the Parker County Appraisal District. If action is taken and Owner fails to reimburse the Developer for expense of repairing, maintaining, or restoring the lot to a neat and orderly state, Developer may file a lien against the lot in equal to all expenses incurred for such action, including filing fees and legal fees.

ARTICLE IV USE RESTRICTIONS AND ARCHITECTURAL STANDARDS

Restricted Use –Single Family Residential, Farm & Ranch

4.01 **LOTS.** Lots shall be used for single-family residential or farm and ranch purposes subject to approval of Developer, and subject to the restrictions on Animals noted in Section 4.11.

4.02 **MINIMUM CONSTRUCTION REQUIREMENTS.** Each residence shall have a minimum contiguous interior living area of 3,200 square feet, exclusive of garages, porches, or patios. At least eighty-five percent (85%) of the exterior of each Residence and eighty-five percent (85%) of the first floor of the Residence, exclusive of glass and doors, shall be in masonry, brick, brick veneer, stone, or stone veneer materials approved by the Plan Reviewer. All exterior construction

shall be of new materials and shall be natural or Plan Reviewer-approved natural-appearing materials.

4.03 GARAGES. Each Residence shall have a garage capable of housing at least two (2) vehicles. No garage or accessory improvements shall exceed in height the residence or dwelling unit to which it is appurtenant. No garage shall have a vehicular access door or opening which faces any public right-of-way except for corner lots and side entrance garages. All garages shall correspond in style, architecture, and exterior building materials with the Residence to which it is appurtenant.

4.04 ACCESSORY IMPROVEMENTS.

(a) A building that is immediately accessory to the Residence and other similar improvements to the Residence, such as a detached garage, maid's quarters, guest house, or cabana may be allowed, provided it conforms to the same style and architecture and is constructed of the same materials as the Residence and is approved by the Plan Reviewer.

(b) Storage buildings, shops, and other similar buildings and improvements constructed on a lot that are at least thirty-five (35) feet behind the rear plane of the Residence, shall be allowed. Said structures shall: (i) be no larger than sixty percent (60%) of the square footage of the Residence; (ii) have a minimum pitch of 5:12; (iii) conform to the same style as the Residence; (iv) be of neutral colors or colors to conform to Residence colors, with wall panels, roof panels, and trim consisting of at least two different colors (by way of example, wall color must be different from trim color (corner pieces, fascia trim), and roof panels can be the same color as wall panels, or a different color); and (v) be subject to approval of the Plans by the Plan Reviewer.

4.05 COMPLETION OF CONSTRUCTION. Residential dwelling must be completed within twelve (12) months of commencement of construction, while complying with the restrictions set forth herein.

4.06 SETBACKS. All residential or other structures must be a minimum distance of seventy-five feet (75') from the front line of the lot. All lots shall have a minimum setback of twenty feet (20') from side property lines. If the minimum distances as specified in this Section differ from those shown on the final plat, the greater requirement shall apply. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot. If two or more lots, or portions of two or more lots, are consolidated into a building site in conformity with Section 4.16, these building setback requirements shall apply to the resulting building site as if it were one original, platted lot.

4.07 FENCING AND WALLS. All fencing is to comply with the requirements designated below and must be as specified by Owner and approved by the Plan Review prior to the beginning of construction. As noted in Article II, fencing materials and placement of the fence are to be submitted to and approved by the Plan Reviewer.

Fencing shall be constructed of natural stone, brick or wrought iron-style metal, pipe, pipe and cable, stone, or other materials deemed acceptable by the Plan Reviewer.

It shall be the Owner's responsibility to maintain any walls or fences so that such improvements remain in an attractive, well-kept condition. Fences shall not exceed six feet (6') in height.

4.08 DRIVEWAYS. Culvert sizes are to be determined by the County Commissioner, or by a licensed Civil Engineer at the request of the County Commissioner. Lot Owner or Builder Owner shall consult with County Commissioner before installing a culvert. Culvert ends must be finished with masonry materials.

For all lots, between the paved portion of the County road and the front lot line, Lot Owner shall construct a concrete driveway which shall be at least twelve feet (12') wide, not including the tapered concrete edges around the culverts, and must include a setback for the mailbox of a minimum of two feet (2') from the edge of the pavement.

Driveways may not be nearer the side property line than ten feet (10').

4.09 SEWAGE DISPOSAL. Each Owner must install an aerobic septic system for sewage disposal or any other system that complies with Applicable Law. All septic systems must be installed by a state certified licensed installer and must be permitted and inspected by authorized representatives of Parker County. Septic Systems must be inspected by a state certified licensed installer every three years and must be regularly maintained so as to remain fully functional. No outside toilets or cesspools will be permitted.

4.10 WATER WELLS.

(a) The Owner of each lot shall have the right, subject to the approval of and permitting by all appropriate governmental authorities, to have and maintain no more than one (1) producing water well on the lot for the Owner's personal and domestic consumption in connection with the ownership of that lot. In the event the well authorized by this Section does not provide sufficient amounts of water for the Owner's personal and domestic consumption, the HOA may allow an additional well or wells as reasonably required. Each Owner is strictly prohibited from selling any water commercially from any well. The drilling and operation of any well shall meet the approval of all federal, state, county, or municipal regulatory authorities entitled by law to approve, regulate, or supervise same, and obtaining such approval and the cost thereof shall be the sole responsibility of the Owner.

(b) **Declarant makes no representation or warranty of any kind, express or implied, with respect to: (i) whether the Owner will be allowed by appropriate governmental authorities to drill a water well, (ii) whether water will be found on any lot, (c) the quantity of water available to any lot now or in the future, or (iii) whether any water found on any lot will be potable (safe to drink). Each Owner acknowledges**

that the topography of any given lot may affect the availability, quality, or quantity of any water.

4.11 ANIMALS. No swine (pigs or hogs), roosters (chicken), or poultry of any kind shall be raised, bred, or kept on any lot; provided, however, that a chicken coop (with a maximum of ten (10) hens only) may be permitted subject to Plan Reviewer approval. Chicken coops must be built at the rear of the lot or in a wood line of the Lot and must be screened and discreet. Absolutely no roosters.

Dogs, cats, or other common household pets may be kept on a lot. No more than four (4) dogs will be permitted on any lot. Dogs will not be permitted to run loose in the subdivision and must be kept in a kennel, dog run, or fenced-in area that confines said dog(s) to dog owner's lot. Dogs must be vaccinated for rabies according to Federal, State, or Local law.

Owners shall be limited to one (1) horse, cow, or other approved large animal per acre, and only if property is fenced with fencing capable of containing such animal(s).

4.12 RECREATIONAL VEHICLES, TOURING COACHES, BOATS, AND TRAILERS. A Recreational Vehicle ("RV") or Coach ("Coach") shall be allowed during construction of the residence for not more than twelve (12) months but must be registered with the Developer. An Owner may allow a guest(s) to park an RV or Coach on Owner's lot, to the side or rear of the home, for visits totaling not more than four (4) weeks during any consecutive 365-day period. An RV, Touring Coach, or Boat may be stored on the lot, but must be parked to the rear of the home. If an RV, Coach, Boat, and/or Trailer is stored on a lot, but not in an enclosed structure, then Owner shall not store such within twenty-five feet (25') of the property line unless written approval is obtained from the adjoining, impacted Owner. If Owner plans to permanently store an RV, Coach, Boat, and/or Trailer on a lot, Owner must construct an approved storage structure or plant trees/shrubs of adequate size, if none are naturally present, to screen such from neighboring property owner's view.

4.13 COMMERCIAL TRUCKS, SCHOOL BUSES, INOPERABLE, AND WRECKED VEHICLES. No commercial truck, school bus, inoperable vehicle or wrecked vehicle shall be allowed on a lot within view of any street or from any other Owner's lot. No commercial truck shall be left parked in the street in front of any lot, except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity. Nothing contained in this Section is intended to prevent Owner from owning and storing a vehicle for restoration or a truck used for Farm and Ranch purposes, so long as the vehicle is stored in compliance with these Covenants, Conditions, and Restrictions. Further, nothing contained within this Section is intended to prevent Owner from owning and storing a truck used for Farm and Ranch purposes so long as said truck is stored behind or within an appropriate structure or at the rear or side of the lot nearest the trees.

4.14 DIRT BIKES, GO CARTS, AND DIRT BIKE TRACKS. No motorized dirt bike, go cart, mini-bike, or similar shall be allowed, nor shall a dirt bike track be constructed on any lot.

4.15 RE-SUBDIVISION. No lot shall be re-subdivided or split except as allowed in Section 8.01.

4.16 CONSOLIDATION. Any person owning two (2) or more adjoining lots may consolidate those lots into one (1) lot with the privilege of constructing improvements thereupon, as permitted by this Declaration.

4.17 PROHIBITED RESIDENTIAL USES. Only structures approved for residential use by the Plan Reviewer shall be used at any time as a residence.

4.18 TREE HOUSES AND PLAY STRUCTURES. Tree houses and other play structures for children are allowed; however, if these structures are greater than forty (40) square feet, Owner must submit plans and get approval in advance of construction or placement on the lot.

4.19 BUSINESS SIGNS. No business sign of any type shall be allowed on any lot except for signs advertising the property for sale or rent. Sale or rent signs shall not exceed 6 (six) square feet.

4.20 MINING PROHIBITED. No mineral quarry or mining operations of any kind shall be permitted on any lot. No mineral excavation shall be permitted on any lot. No structure designed for use in boring for minerals shall be erected, maintained or permitted on any lot.

4.21 RUBBISH, TRASH, AND GARBAGE. No lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers.

4.22 DRAINAGE/IMPOUNDMENT OF SURFACE WATER. The existing creeks, ponds, and drainage channels traversing along or across portions of the Property will remain as open channels at all times and will be maintained by the Owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots. Each Owner shall keep the natural drainage channels traversing or adjacent to his lot clean and free of debris, silt or any substance which would result in unsanitary conditions or any obstruction of the natural flow of water.

No building or structure shall be placed, nor shall any material or refuse be placed or stored, on any lot within ten feet (10') of any edge of any open water course.

4.23 LANDSCAPING. Each residence shall be landscaped and sodded on the front and side yards (entire front, sides, and thirty-five feet (35') into the back yard) within one hundred and twenty (120) days after the date on which the carpet has been installed in the Residence. The landscaping of each lot shall be principally grass sod unless otherwise approved in writing by the Plan Reviewer. The Owner shall keep the yard sufficiently watered to ensure adequate growth of the grass.

4.24 TREES AND SHRUBS. For all lots, at least two (2) three-inch (3") caliber oak trees or other trees approved by the Plan Reviewer shall be planted in the front yard area at the completion of construction of the Residence. This requirement will be waived by the Plan Reviewer if, in the opinion of the Plan Reviewer, adequate existing trees are retained.

4.25 EXTERIOR HOME COLORS. Exterior home colors must be approved by the Plan Reviewer. Preferred color finishes include subdued earth or natural tones.

4.26 AIR CONDITIONING WINDOW UNITS. There shall be no window units allowed on a primary residential dwelling. A window unit or PTAC unit may be installed on a secondary structure if appropriately obscured, as determined by the Plan Reviewer, from the view of the street and adjacent lots.

4.27 SWIMMING POOLS. All swimming pools shall be constructed below ground. No above-ground swimming pools shall be allowed.

4.28 PROPANE, NATURAL GAS TANKS. All propane and natural gas tanks with a capacity of eighty (80) gallons or greater must be buried underground on the lot.

4.29 HANSMA WAY LOTS. Residences built on Lots 32, 33, 34 and 35 shall face Hansma Way to the North.

ARTICLE V EASEMENTS

5.01 RESERVATION OF EASEMENTS. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, or repairing any utility or removing any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation or removal of such utility.

ARTICLE VI HOMEOWNERS ASSOCIATION

6.01 HOA PURPOSES, POWERS, AND DUTIES. The HOA shall be formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the Members. The HOA shall have no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the Members. To the extent, and only to the extent, necessary to carry out such purpose the HOA (a) shall have all of the powers of a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, and (b) shall have the power and duty to exercise and perform all rights powers, privileges, duties and obligations of the HOA as set forth in this Declaration.

6.02 VOTING RIGHTS. Each Owner shall be entitled to one vote for each Lot owned, provided, however, that an owner of multiple lots shall be entitled to a maximum of two (2) votes or the number of Lots on which the owner pays Fees and Assessments pursuant to Article VIII, whichever is the larger number.

6.03 BOARD OF DIRECTORS. The HOA affairs shall be managed by a Board of Directors. The number of Directors and the election of Directors shall be set forth in the Bylaws of the HOA.

6.04 TERMINATION OF MEMBERSHIP. Membership shall only cease when a person ceases to be an Owner.

6.05 APPOINTMENT OF BOARD OF THE HOA.

(a) Notwithstanding any provision to the contrary in this Declaration, the HOA's Articles of Incorporation, or Bylaws, Declarant retains the right to appoint and remove any member of the Board of the HOA and any HOA Officer (Right of Appointment) until thirty (30) days after the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of this Declaration; (ii) the date upon which all of the Tracts intended by Declarant to be part of the Development have been conveyed by Declarant to Owners other than a person or persons constituting Declarant; or (iii) the surrender by Declarant of his authority to appoint and remove directors and officers by recorded amendment to this Declaration. Each Owner, by acceptance of a deed to or other conveyance of a Tract, vests in Declarant such Right of Appointment as provided in this Section.

(b) Upon the expiration of the period of Declarant's Right of Appointment, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Tracts. A special meeting of the HOA shall be called at such time. At such meeting the Owners shall elect a Board of Directors. Declarant shall thereupon deliver to the Board of the HOA all HOA books, accounts, and records Declarant then possesses.

ARTICLE VII FEES AND ASSESSMENTS

7.01 FEES. Each Owner of a residence shall pay a mailbox fee of Two Hundred Fifty Dollars (\$250.00) and a gate or toll tag fee of Fifty Dollars (\$50.00).

7.02 ASSESSMENTS AND CREATION OF LIEN. Each Owner of a Lot or Dwelling, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay: (a) Annual Assessments, as established and to be collected as provided in Section 7.05 below; (b) Special Assessments, to be established and collected as provided in Section 7.06 below; and (c) Individual Assessments against any particular Lot or Dwelling which are established or assessed pursuant to the terms of this Declaration, including, but not limited to, any fines as may be levied or imposed against such Lot or Dwelling in accordance with the provisions herein. All Assessments, together with late charges and interest as provided in Section 7.10(a) below and all costs and attorneys' fees incurred to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon each Lot or Dwelling for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Section 7.10(c) below. Each Owner shall be personally liable for the payment of all Assessments coming due while he is the Owner of a Lot or Dwelling and his grantee shall take title to such Lot

or Dwelling subject to the equitable charge and continuing lien therefore, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee which were the legal obligations of the grantor. All Assessments, together with late charges and interest at the Applicable Rate, as specified in Section 7.10(a) below, court costs and attorneys' fees incurred with respect thereto, shall also be a personal obligation of the person who was the Owner of the Lot or Dwelling at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot or Dwelling, all of the co-Owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by Declarant or the Board of the HOA. All Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof with respect to any Lot, Dwelling, Common Areas or any other portion of the Development or any other cause or reason of any nature.

Owners of multiple Lots shall be liable for Assessments on a maximum of two (2) Lots, provided, however, should an owner of multiple Lots sell one or more Lots, the grantee shall become liable for all Assessments and subject to the terms of this Article VIII from the point of sale and forward in time.

7.03 PURPOSE OF ASSESSMENTS. The Annual and Special Assessments provided for herein shall be used for the general purposes of promoting the recreational, health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of the Development and otherwise for the general upkeep and maintenance of the Development, including, but not limited to, road maintenance, utilities such a street lights, landscaping, and such other uses, all as may be more specifically authorized from time to time by Declarant or the Board of the HOA.

7.04 UNIFORM RATE OF ASSESSMENTS.

(a) Both Annual and Special Assessments, as described in Sections 7.05 and 7.06 below, shall be assessed against each Lot or Dwelling in the Development at a uniform rate, with the Owner of each Lot or Dwelling being required to pay his pro-rata portion of such Annual and/or Special Assessments, as determined by a fraction, the numerator of which shall be the total Lots or Dwellings owned by such Owner and the denominator of which shall be the total number of Lots and Dwellings in the Development at the time such Annual or Special Assessment is levied, each Lot and Dwelling shall be subject to equal Annual and Special Assessments.

(b) Notwithstanding anything provided in Section 7.04(a) above to the contrary, in the event any Additional Property is added to the Development, then the Lots and/or Dwellings within the Additional Property shall be subject to the same Annual or Special Assessments then being paid by the Owners of all other Lots and Dwellings in the Development, subject to proration as provided in Section 7.09 below.

7.05 COMPUTATION OF ANNUAL ASSESSMENTS.

(a) Commencing with the fiscal year which begins January 1, 2021 (*i.e.*, from January 1, 2021, through December 31, 2021, which period is hereinafter referred to as the "Base Year"), and annually thereafter, Declarant or the Board of the HOA shall determine and approve annually an annual budget covering the estimated Common Expenses for the Development for the upcoming year, such budget to include a capital contribution or reserve account, if necessary, for the capital needs of the HOA. The amount set forth in such budget shall constitute the aggregate amount of Annual Assessments for the then applicable year and each Owner shall pay his prorated share of the same as provided in Section 7.03 above. A copy of the budget setting forth the amount of Annual Assessments levied against the Lots and Dwellings for the following year shall be delivered to each Owner.

(b) In the event the budget for any year after the Base Year results in the Owners being liable for the payment of Annual Assessments, the increase of which exceed (without regard to proration or adjustment as provided in Section 7.09 below) ten percent (10%) of the Annual Assessments payable for the entire immediately preceding calendar year, then the budget and the amount of the Annual Assessments shall be presented for approval of the Owners at a meeting or the Owners at the annual meeting of the HOA and must be approved by the vote of a majority of the Owners who are voting in person or by proxy at such meeting. In the event the amount of the Annual Assessments does not exceed the limitation set forth above or until such time as a majority of the Owners have approved such increase in the amount of the Annual Assessments, then the budget approved by Declarant or the Board of the HOA for the then current fiscal year shall be implemented, subject to the restrictions and limitations set forth above on the amount increase in Annual Assessments.

(c) If any budget or the amount of Annual Assessments collected by Declarant or the HOA at any time proves to be inadequate or insufficient for any reason to fully pay all costs and expenses of Declarant or HOA Development and all Common Expenses, then Declarant or the Board of the HOA may call a meeting of the Owners or the HOA for the purpose of approving Special Assessments as provided in Section 7.06 below. If the actual amount of Annual Assessments collected in any one year exceeds the actual costs incurred for such year, the excess shall be retained by Declarant or the Board of the HOA as a reserve for subsequent years' Common Expenses.

(d) The Common Expenses to be funded by the Annual Assessments may include, but shall not be limited to, the following:

- (i) Salaries, fringe benefits, and other compensation paid and out-of-pocket expenses reimbursed by the HOA for its employees, agents, officers, members of the Board of the HOA, and any third-party contractors;
- (ii) Management fees and expenses of administration, including legal and accounting fees, incurred by Declarant or the HOA;

(iii) Utility charges for any utilities serving any of the Common Areas and charges for other common services for the Development, including, without limitation, trash collection and security services;

(iv) The costs of any insurance policies purchased for the benefit of Declarant or the HOA as required or permitted by this Declaration, including, without limitation, fire, flood and other hazardous coverage, public liability coverage, and such other insurance coverage as Declarant or the Board of the HOA determines to be in the best interest of the Development, including errors and omissions insurance, directors and officers liability insurance and any other liability insurance coverage for the benefit of the Development, Declarant or the Board of the HOA, any officers, employees, agents or representatives of the HOA or for any of the members of the Plan Reviewer.

(v) The expenses of maintaining, operating, repairing and replacing any portions of the Common Areas for which Declarant or the HOA is responsible, including, without limitation, roads comprising Common Areas within the Development, which maintenance and repair obligation shall include mowing, landscaping, seeding, cleaning, trash pick-up and removal, paving, repaving, striping and patching all such roadways comprising Common Areas;

(vi) Expenses of maintaining, operating and repairing any other amenities and facilities serving the Development which Declarant or the Board of the HOA determines from time to time would be in the best interest of the HOA to so maintain, operate and/or repair;

(vii) Ad valorem real and personal property taxes assessed and levied upon any of the Common Areas;

(viii) The establishment and maintenance of a reasonable reserve fund or funds (1) for inspections, maintenance, repair and replacement of any portions of the Common Areas for which Declarant or the HOA is responsible to inspect, maintain, repair or replace on a periodic basis, (2) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (3) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments as well as from Emergency expenditures and other matters, all as may be authorized from time to time by Declarant or the Board of the HOA.

7.06 SPECIAL ASSESSMENTS. In addition to the Annual Assessments authorized in Section 7.04, Declarant or the Board of the HOA may levy in any year Special Assessments for Common Expenses or any extraordinary costs incurred by Declarant or the HOA; provided, however, that any such Special Assessments shall be approved by a majority of the votes of the Owners who are voting in person or by proxy at the meeting called for the purpose of adopting Special Assessments pursuant to the provisions of Section 7.07 below. Declarant or the Board of the HOA may make such Special Assessments payable in one lump sum or in installments over a

period of time which may, in the discretion of Declarant or the Board of the HOA, extend beyond the then fiscal year in which said Special Assessments are levied and assessed. Special Assessments shall be levied against and payable by each Owner in accordance with the provisions of Section 7.03 above.

7.07 INDIVIDUAL ASSESSMENTS. Any expenses of Declarant of the HOA occasioned by the conduct of less than all of the Owners or by any Owner or Occupant, or the respective family members, agents, guests, servants, employees, invitees or contractors of any Owner or Occupant, shall be specially assessed against such Owners and their respective Lots or Dwellings. The Individual Assessments provided for in this Section 7.07 shall be levied by Declarant or the Board of the HOA and the amount and due date of such Assessment shall be specified by Declarant or the Board of the HOA in a notice to such Owner. The provisions of this Section 7.07 shall apply, without limitation, to any Individual Assessments levied pursuant to any other provisions hereof.

7.08 NOTICE OF MEETINGS AND QUORUM.

(a) Written notice of the annual meeting of the HOA, as well as any other meeting called for the purpose of taking any action authorized in this Article VII shall be sent to all Owners not less than ten (10) days nor more than fifty (50) days in advance of such meetings. With respect to annual meetings, the presence in person or by proxy of Owners entitled to cast over fifty percent (50%) of all the votes of the HOA shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement but the required quorum at the subsequent meeting shall be the presence in person or by proxy of Owners entitled to cast at least one-third (1/3) of the total votes of the HOA. At such times as a quorum is obtained, the vote of a majority of the Owners who are voting in person or by proxy at such meeting shall be required to approve any matter in which all of the members of the HOA are entitled to vote, including any increase in the amount of Annual Assessments in excess of the limitations specified in Section 7.05(c) above.

(b) With respect to all other meetings of the members of the HOA, including, specifically, meetings pursuant to which Special Assessments are to be levied upon each Lot or Dwelling pursuant to Section 7.05 above, there shall be no specific requirement establishing a quorum and the vote of a majority of the Owners who are voting in person or by proxy at any such special meeting shall be binding on all of the members of the HOA.

7.09 DATE OF COMMENCEMENT OF ASSESSMENTS. The Annual Assessments provided for herein shall commence as to each Lot or Dwelling on the day on which such Lot or Dwelling is conveyed to a person other than Developer or Builder Owner and shall be due and payable in such manner and on such schedule as may be established from time to time by Declarant or the Board of the HOA. Annual Assessments and any outstanding Special Assessments shall be adjusted for each Lot or Dwelling according to the number of months then remaining in the fiscal year and the number of days then remaining in the month in which such Lot or Dwelling is conveyed. Annual and Special Assessments for Lots and Dwelling within any portion of the Additional Property hereafter submitted to the terms of this Declaration shall commence with respect to each such Lot or Dwelling on the date on which such Lot or Dwelling is conveyed to a person other than Developer or Builder Owner, subject to proration and adjustment according to

the number of months then remaining in the fiscal year and number of days then remaining in the month in which such Assessments commence. Notwithstanding anything provided herein to the contrary, Developer or Builder Owner shall not be responsible for the payment of Annual or Special Assessments on any Lots or Dwellings which it owns in the Development. Furthermore, for so long as Developer is the Owner of any Lot or Dwelling within the Development, and at such times as Developer no longer has any interest in any Lot or Dwelling within the Development, except for a Dwelling used for a personal residence, Developer shall have no further obligation of any nature to pay any Assessments or otherwise fund any deficits relating to the Common Expenses or the Common Areas.

7.10 EFFECT OF NON-PAYMENT; REMEDIES.

(a) Each Owner of a Lot or Dwelling is and shall be deemed to covenant and agree to pay to Declarant or the HOA all Assessments provided herein. In the event any Assessments or any portion thereof are not paid when due the same shall be subject to a late charge in an amount determined and uniformly applied by Declarant or the Board of the HOA from time to time and the Owner of such Lot or Dwelling shall be deemed in default herewith. In the event any Assessments or any portion thereof are not paid within thirty (30) days after the due date of the same, then the unpaid portion of the Assessment shall accrue simple interest at the lesser of eighteen percent (18%) per annum or the highest rate which may be charged to said Owner by law (the "Applicable Rate") from and after the thirtieth (30) day from the due date until the same is paid in full. In the event Declarant or the HOA employs an attorney or otherwise takes any legal action in attempting to collect any amounts due from any Owner, such Owner agrees to pay all attorneys' fees, court costs and all other expenses paid or incurred in attempting to collect any unpaid Assessments.

(b) In the event any Assessments or other amounts due to Declarant or the HOA are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided at law or in equity, Declarant or the Board of the HOA may undertake any or all of the following remedies:

(i) commence and maintain a suit against an Owner to enforce such charges and obligations for Assessments, and any such judgment rendered in any such action shall include the late charge and interest at the Applicable Rate, as specified in Section 7.10(a) above, together with attorneys' fees, court costs, and all other expenses paid and incurred by the HOA in collecting such unpaid Assessments; and/or

(ii) enforce the lien created pursuant to Section 7.02 above in the manner hereinafter provided.

(c) There is hereby created a continuing lien on each Lot and Dwelling, with power of sale, which secures the payment to the HOA of any and all Assessments levied against or upon such Lot or Dwelling, all late charges and interest at the Applicable Rate assessed pursuant to Section 7.10(a) above and all attorney's fees, court costs and all other expenses paid or incurred in collecting any Assessments. If any Assessments remain unpaid for more than sixty (60) days, then Declarant or the HOA may, but shall not be obligated

to, make written demand on such defaulting Owner, which demand shall state the date and amount of delinquency. Each default shall constitute a separate basis for a demand and claim of lien, but any number of defaults may be included in a single demand. If such delinquency is not paid in full within ten (10) days after the giving of such demand or, even without giving demand, Declarant or the HOA may file a claim of lien and perfect its lien against the Lot or Dwelling of such delinquent Owner, which claim shall be executed by Declarant or any member of the Board of the HOA or any officer of the HOA, contain the following information and be recorded in the Probate Office of Parker County, Texas:

- (i) The name of the delinquent Owner;
- (ii) The legal description and street address of the Lot or Dwelling upon which the lien claim is made;
- (iii) The total amount claimed to be due including late charges, interest at the Applicable Rate, collection costs and attorneys' fees incurred to date and a statement, if applicable, that such charges and costs shall continue to accrue and be charged until full payment has been received; and
- (iv) A statement that the claim of lien is made by Declarant or the HOA pursuant to this Declaration and is claimed against such Lot or Dwelling in an amount equal to that stated therein.

The lien provided for herein shall be in favor of Declarant or the HOA, shall be for the benefit of all other Owners (other than those Owners in default), and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Texas, as the same may be modified or amended from time to time. Declarant or the HOA shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot or Dwelling. Each Owner, by acceptance of a deed to any Lot or Dwelling, shall be deemed to (1) grant to and vest in Declarant or the HOA and/or its agents the right and power to exercise the power of sale granted herein and foreclosure the lien created herein, (2) grant to and vest in Declarant or the HOA and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (3) expressly waive any objection to the enforcement and foreclosure of the lien created herein and (4) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

7.11 SUBORDINATION OF LIEN. Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to any Lot or Dwelling in the Development is and shall be subordinate to the lien of any Mortgage held by an Institutional Mortgage, but only to the extent that the Mortgage held by any such Institutional Mortgagee is recorded in the Probate Office of Parker County, Texas, prior to the filing of a claim of lien by the HOA pursuant to Section 7.10(c) above. When an Institutional Mortgagee exercises its foreclosure rights provided in its Mortgage and acquires title to or sells to a third party its interest in any Lot or Dwelling, then such Institutional Mortgagee or its purchaser or transferee at such foreclosure sale shall (a) not be liable for any Assessments or other charges incurred prior to

the date of transfer or acquisition of title by foreclosure so long as the Mortgage held by such Institutional Mortgagee was recorded in the Probate Office of Parker County, prior to the filing of a claim of lien by Declarant or the HOA pursuant to Section 7.10(c) above, but (b) be liable for all Assessments and other charges levied, assessed or incurred with respect to such Lot or Dwelling from and after the date of such foreclosure sale. The foregoing shall not relieve any Owner whose Lot or Dwelling has been foreclosed from the personal obligation to pay all Assessments and any other charged levied, assessed or incurred by Declarant or the HOA, and Declarant or the HOA shall have the right to pursue all rights and remedies against a defaulting Owner notwithstanding the foreclosure of a Mortgage by an Institutional Mortgagee on such Owner's Lot or Dwelling.

7.12 CERTIFICATES.

(a) Declarant or the Board of the HOA or any officer or authorized representative shall, upon request and at such reasonable charges as may, from time to time, be adopted by Declarant or the Board of the HOA, furnish to any Owner a certificate in writing setting forth whether the Assessments for which such Owner is responsible have been paid and, if not paid, the outstanding amount due and other costs and expenses due from such Owner. Such certificate shall be conclusive evidence of payment of any Assessments stated therein.

(b) Upon the conveyance of any Lot, other than a conveyance of a Lot from Developer to a Builder Owner, the Buyer of the Lot shall pay a transfer fee of Five Hundred Dollars (\$500.00) (the "Transfer Fee"). Upon payment of the Transfer Fee, and provided the conditions contained in Section 7.10 are satisfied, Declarant or the HOA shall issue a certificate to Seller which shall contain the information identified in Section 7.10.

ARTICLE VIII GENERAL PROVISIONS

8.01 RESERVATIONS. The undersigned Declarant reserves the right from time to time as it may see fit by amended dedication or otherwise to re-divide and replat any property shown on the attached plat and owned by Declarant; to change the size of any tract or tracts shown in this or any subsequent dedication or plat of said property; to change the location of streets and easements prior to the time the same shall actually have been opened for public use or availed of by the public or by public utilities, all without the consent of any person owning any of the property described hereinabove; provided, however, that no change shall operate to deprive any then owner of property in said addition of reasonable access to its property or shall result in reducing the frontage or depth of any tract or plot now shown on the attached plat to a number of feet less than the footage and depth of the smallest tract or plot shown on the attached plat.

The undersigned may include restrictions other than those set out herein, in any contract or deed to any tract or lot without otherwise modifying the general plan above outlined, and such other restriction shall inure to the benefit of and bind the respective parties in the same manner as though they have been expressed herein.

8.02 ENFORCEMENT. No covenant, condition, restriction, reservation, recommendation, or anything else contained herein is deemed in any way to change, alter, or amend the law of the United States of America, the State of Texas, the County of Parker, or any other governmental body having jurisdiction. The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, and reservations imposed by this Declaration. Enforcement may be against any person or persons violating or attempting to violate any covenant, condition, restriction, or reservation either to restrain such violation or to recover damages. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation thereafter. All waivers must be in writing and signed by the party bound.

8.03 SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

8.04 COVENANTS RUNNING WITH THE LAND. These covenants, conditions, restrictions, and easements are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having right, title, or interest in Property in whole or in part, and their heirs, successors, and assigns. These covenants, conditions, restrictions, and easements shall be for the benefit of the Property, each lot, and each Lot Owner. Further, they shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of the undersigned or from an Owner to a future Owner conveying said property or any part thereof to all such intents and purposes as though incorporated in full therein; and each such contract and deed shall be conclusively held to have been so executed and delivered and accepted upon the expressed conditions herein stated.

8.05 DURATION AND AMENDMENT. The covenants, conditions, and restrictions of the Declaration shall be effective for a term of twenty (20) years from the date the Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than fifty percent (50%) of the owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five percent (75%) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the deed/subdivision records of Parker County, Texas, and all requisite governmental approvals, if any, have been obtained.

8.06 ATTORNEY'S FEES. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

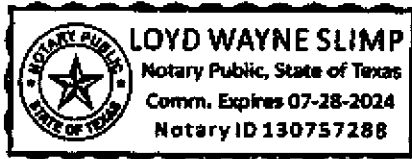
8.07 LIBERAL INTERPRETATION. The Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

[Signature Page Follows]

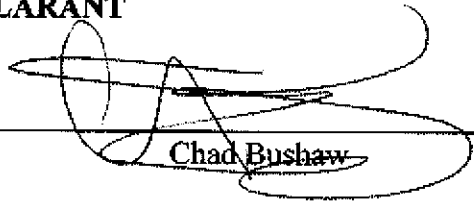
EXHIBIT “A”

[TBD]

This Declaration is executed this the 21st day of April 2021, at Weatherford, Parker County, Texas.



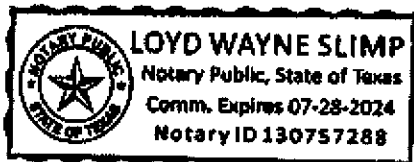
DECLARANT

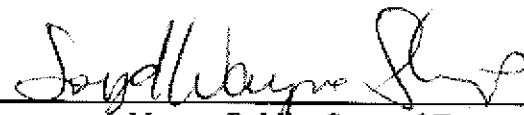

Chad Bushaw

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF PARKER §

This instrument was acknowledged before me on this the 21st day of April 2021, by CHAD BUSHAW.




Notary Public, State of Texas

My commission expires: 7/28/2024

EXHIBIT A

Being 114.47 acres of land situated in the John M. Bradley Survey, Abstract No. 117, the W.B. Watson Survey, Abstract No. 1590, the John F. Jordan Survey, Abstract No. 759, and the T.W. Beckwith Survey, Abstract No. 189, Parker County, Texas, consisting of all of the 43.83 acre tract of land described in deed to Huseman Land & Cattle LLC recorded as County Clerk's File No. 201616954, Official Records of Parker County, Texas (O.R.P.C.T.),, plus a part of the called 247.361 acre tract of land described in deed to Kenneth V. Huseman and Jaye M. Huseman recorded as County Clerk's File No. 201508012, O.R.P.C.T.;

COMMENCING at a 5/8" diameter capped steel reinforcing bar found in the west right-of-way line of Bethel Road (also known as F.M. Highway No. 1884), being the southeast corner of the called 193.928 acre tract of land described in deed to Linda S. Bruce and Norman M. Bruce, Trustees of the Linda S. Bruce Trust, recorded in Volume 2913, Page 631, O.R.P.C.T., said point also being the southeast corner of the 74.17 acre tract of land described in deed to Troy O. Welch recorded as County Clerk's File No. 201701105, O.R.P.C.T.;

THENCE North 05°35'57" East, with the west right-of-way line of said Bethel Road, 582.73 feet to a 5/8" diameter steel reinforcing bar with cap stamped "McIlroy 5136" found for the northeast corner of said 74.17 acre Welch tract of land, said point also being the southeast corner of said 43.83 acre Huseman tract of land, and being the PLACE OF BEGINNING of the herein described tract of land;

THENCE North 87°42'03" West, departing Bethel Road, with the line common to said 43.83 acre Huseman tract of land and said 74.17 acre Welch tract of land, and generally along a barbed wire and t-post fence, 1716.42 feet to a 5/8" diameter steel reinforcing bar with cap stamped "McIlroy 5136" found at an angle point;

THENCE continuing with the line common to said 43.83 acre Huseman tract of land and said 74.17 acre Welch tract of land, and generally with a barbed wire and t-post fence, as follows:

North 58°36'41" West, 390.20 feet to a 5/8" diameter steel reinforcing bar with cap stamped "McIlroy 5136" found at the northwest base of a 2-1/2" diameter steel pipe fence corner post; and North 08°32'39" West, 595.70 feet to a found 4" diameter steel fence corner post; said point being the most northerly northeast corner of said 74.17 acre Welch tract of land, and also being the southeast corner of the 69.68 acre tract of land described in deed to Troy O. Welch recorded as County Clerk's File No. 201616979, O.R.P.C.T.;

THENCE North 03°43'11" West, with the line common to said 69.68 acre Welch tract of land and said 43.83 acre Huseman tract of land, and generally along a barbed wire and t-post fence, 1154.82 feet to a 1/2" diameter steel reinforcing bar with cap stamped "McIlroy RPLS 5136" set for the most northerly corner of said 43.83 acre tract of land, said point also being the northeast corner of said 69.68 acre Welch tract of land, and said point also being the southeast corner of a 6.25 acre tract of land described in deed to Troy Welch recorded in Volume 2877, Page 51, O.R.P.C.T.;

THENCE North 23°23'07" West, with the line common to said 6.25 acre Welch tract of land and said 247.361 acre Huseman tract of land, 224.28 feet to a 1/2" diameter steel reinforcing bar with cap stamped "McIlroy RPLS 5136" set;

THENCE over and across said 247.361 acre tract of land as follows:

South 89°55'21" East, 1131.40 feet to a 1/2" diameter steel reinforcing bar with cap stamped "McIlroy RPLS 5136" set in the approximate center of a double gate;

South 89°42'05" East, 293.37 feet to a 1/2" diameter steel reinforcing bar with cap stamped "McIlroy RPLS 5136" set;

South 89°56'30" East, 465.67 feet to a 5/8" diameter steel reinforcing bar with cap stamped "McIlroy RPLS 5136" set;

South 84°04'42" East, 225.88 feet to a 1/2" diameter steel reinforcing bar with cap stamped "McIlroy RPLS 5136" set;

South 70°02'47" East, 326.04 feet to a found 2-1/2" diameter steel pipe fence corner post; and South 68°19'32" East, generally with a webbed wire and t-posts fence, 392.52 feet to a 1/2" diameter steel reinforcing bar with cap stamped "McIlroy RPLS 5136" set in the west right-of-way line of Bethel Road (F.M. Road No. 1884);

THENCE South 25°38'24" West, with said right-of-way line, 354.60 feet to a 60d nail found for the beginning of a curve to the left having a radius of 2904.79 feet and a chord bearing South 15°31'57" West, 1002.87 feet;

THENCE with said curve to the left, passing the southeast corner of said 247.361 acre tract of land, for a total distance of 1007.92 feet to a 5/8" diameter steel reinforcing bar with cap stamped "Dunaway" found for the end of said curve;

THENCE South 05°35'57" West, continuing with said right-of-way line, 653.55 feet to the PLACE OF BEGINNING, and containing 114.47 acres of land, more or less.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

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04/29/2021 12:18:20 PM

Fee: \$102.00

Lila Deakle, County Clerk

Parker County, Texas

RESTRICT