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**CLARIFICTION SUPPLEMENTING PREVIOUSLY RECORDED DEDICATORY
INSTRUMENTS FOR
BEL GRAND ESTATES HASLET**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This CLARIFICATION SUPPLEMENTING PREVIOUSLY RECORDED DEDICATORY INSTRUMENTS is made by Bel Grand Estates, LLC, a Texas limited liability company (referred to herein as “**Declarant**”), doing business as Bel Grand Estates Haslet, LLC.

WHEREAS, May 19, 2022, Declarant previously made and recorded in the Tarrant County Real Property Records under Clerk’s Instrument Number D222129806 the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Bel Grand Estates Haslet and certain other amended Dedicatory Instruments therewith that day (all being collectively referred to herein as the “**First Amended Dedicatory Instruments**”); and

WHEREAS, the name “Bel Grand Estates Haslet, LLC” is a tradename of Declarant, and was the only name shown as the Declarant in the First Amended Dedicatory Instruments, and the purpose of this instrument is to clarify and supplement the First Amended Dedicatory Instruments to reflect the First Amended Dedicatory Instruments were made, signed, and recorded by Bel Grand Estates, LLC, doing business as Bel Grand Estates Haslet, LLC.

NOW, so as to clarify and supplement the First Amended Dedicatory Instruments, Bel Grand Estates, LLC (“**Declarant**”) has executed and recorded this Clarification Supplementing Previously Recorded Dedicatory Instruments for Bel Grand Estates Haslet to show the First Amended Dedicatory Instruments were duly made, executed, and recorded by Declarant, Bel Grand Estates, LLC, doing business as Bel Grand Estates Haslet, LLC, ratifying and confirming all such actions and matters as recited in the First Amended Dedicatory Instruments.

EXECUTED as of February 10 2023.



D223026778

02/21/2023 10:08 AM

Page: 1 of 2

Fees: \$23.00

NOTICE

SUBMITTER: FRANK X JACOBINI

MARY LOUISE NICHOLSON
COUNTY CLERK

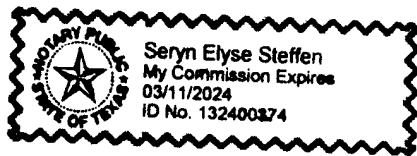
By: Bernard E. Lefang

Title: Managing Member of Bel Grand Estates, LLC (Declarant), doing business as Bel Grand Estates Haslet, LLC

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared, Bernard E. Lefang, Managing Member of Bel Grand Estates, LLC, doing business as Bel Grand Estates Haslet, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20 day of February 2023.



Seryn Steffen
Notary Public, State of Texas

Seryn Steffen
Printed Name of Notary Public

My Commission Expires: 03/11/2024



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
02/21/2023 10:08 AM

D223026778
NOTICE
Pages: 2
Fees: \$23.00

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

NOTICE OF FILING DEDICATORY INSTRUMENTS FOR
BEL GRAND ESTATES HASLET


MARY LOUISE NICHOLSON
COUNTY CLERK

STATE OF TEXAS §

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D222129806

COUNTY OF TARRANT §

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05/19/2022 01:07 PM

Page: 1 of 70

Fees: \$295.00

NOTICE

SUBMITTER: FRANCIS II JACOBINI

This NOTICE OF FILING OF DEDICATORY INSTRUMENTS is made by Bel Grand Estates, Haslet, LLC, a Texas limited liability company (referred to herein as “**Declarant**”).

WITNESSETH

WHEREAS, Declarant, as the then sole owner of the real property known as Bel Grand Estates of Haslet Texas (the “**Subdivision**”), as shown in Plat recorded in the real property records of Tarrant County, Texas under Clerk’s Instrument Number D221071836, made and recorded in the real property records of Tarrant County, Texas under Clerk’s Instrument Number D222017805: (1) Declaration of Covenants, Conditions And Restrictions of Bel Grand Estates Haslet (the “**Prior Declaration**”), (2) Bylaws of Bel Grand Estates HOA (the “**Bylaws**”), (3) Architectural Guidelines for The Display of Certain Religious Items, (4) Architectural Guidelines for The Installation of Flagpoles and The Display of Flags, (5) Architectural Guidelines for The Installation of Rain Barrels or Rain Harvesting Systems, (6) Architectural Guidelines for The Installation of Solar Energy Devices, (7) Bel Grand Estates HOA Assessment Collection Policy (the “**Prior Collection Policy**”), (8) Bel Grand Estates HOA Payment Plan Policy (the “**Prior Payment Plan Policy**”), (9) Bel Grand Estates HOA Document Retention Policy (the “**Prior Document Retention Policy**”), and (10) Bel Grand Estates HOA Records Production and Copying Policy (the “**Prior Records Production and Copying Policy**”);

WHEREAS, Declarant is the Owner of eighty-seven percent (87%) of the Lots in the Subdivision, is the only Class B Member of Bel Grand Estates HOA (the “**Association**”), and seventy-five percent (75%) or more of the Lots comprising the Subdivision Have Not been conveyed to Owners who are not Builders (as defined in the Declaration) nor the Declarant;

WHEREAS, pursuant to Section 6.06 of the Prior Declaration and Section 5.1 (c) of the Association’s Bylaws, Declarant may, in Declarant’s sole discretion, without requirement of approval by any Owner, Association Member, Director, or the Association’s Board of Directors, delete, add to, or amend any Dedicatory Instrument, including the Declaration, Bylaws, and Association’s Policies, as well as increase the amount of any Assessments; and

WHEREAS, Declarant has amended the following Dedicatory Instruments: the Prior Declaration, the Prior Collection Policy, Prior Payment Plan Policy, Prior Document Retention

Policy, and Prior Records Production And Copying Policy, with the previously recorded Bylaws, and Architectural Guidelines as described above remaining in effect.

NOW, THEREFORE, the Dedicatory Instruments attached hereto are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Texas Property Code Section 202.006.

EXECUTED as of May 19 2022.

Bernard E. Lefang

By: Bernard E. Lefang

Title: Managing Member of Bel Grand Estates Haslet, LLC (Declarant)

STATE OF TEXAS §

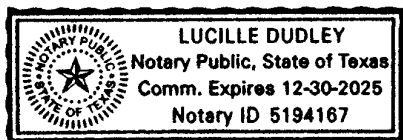
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COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared, Bernard E. Lefang, Managing Member of Bel Grand Estates Haslet, LLC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of May 2022.

Lucille Dudley
Notary Public, State of Texas



Lucille Dudley
Printed Name of Notary Public

My Commission Expires: 12/30/25

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BEL GRAND ESTATES HASLET

STATE OF TEXAS §
COUNTY OF TARRANT §

This **FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration")** is made by BEL GRAND ESTATES, HASLET, LLC, a Texas limited liability company ("**Declarant**").

RECITALS

WHEREAS, Declarant caused a certain Declaration of Covenants, Conditions And Restrictions of Bel Grand Estates Haslet (the "**Prior Declaration**") to be recorded on January 20, 2022 in the real property records of Tarrant County Texas under Clerk’s Instrument Number D222017805 for the real property located in Tarrant County, Texas, described in Exhibit "A", attached hereto, and incorporated by reference, constituting the land of the Bel Grand Estates Subdivision, in the City of Haslet, Tarrant County, Texas the "**Subdivision**" as defined below).

WHEREAS, Declarant and the Bel Grand Estates HOA (the "**Association**") caused "**Bylaws**" of the Association to be recorded attached as Exhibit B to the Prior Declaration, and caused certain written Architectural Guidelines and certain written Policies of the Association to be recorded attached as Exhibit C to the Prior Declaration;

WHEREAS, Declarant is the current Owner of eighty-seven percent (87%) of all Lots within the Subdivision, is the only Class B Member of the Association, and seventy-five percent (75%) or more of the Lots comprising the Subdivision have not been conveyed to Owners who are not Builders, nor the Declarant;

WHEREAS, pursuant to Section 6.06 of the Prior Declaration and Section 5.1 (c) of the Association’s Bylaws, Declarant may, in Declarant’s sole discretion, without requirement of approval by any Owner, Association Member, Director, or the Association’s Board of Directors, delete, add to, and amend any Dedicatory Instrument, including the Prior Declaration, Bylaws, and Association’s Policies, as well as increase the amount of any Assessments.

NOW THEREFORE, Declarant hereby amends the Prior Declaration, the Prior Collection Policy, Prior Payment Plan Policy, Prior Document Retention Policy, and Prior Records Production And Copying Policy, by this Declaration, with the previously recorded Bylaws, and Architectural Guidelines attached to the Prior Declaration remaining in effect.

Declarant imposes on the real property certain protective covenants, conditions, and restrictions, as described below, according to an established general plan for the improvement and development of the Subdivision.

It is declared (a) that all of the "**Property**" (as defined below) will be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property or any part of it, their heirs, successors, and assigns, and will inure to the benefit of each owner, and (b) that each contract or deed that may later be executed with regard to the Property or any portion of it will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether they are set forth or referred to in the contract or deed.



ARTICLE 1 DEFINITIONS

Unless the context specifies or requires otherwise, the following words and phrases when used in this Declaration have the following meanings:

1.01. **Architectural Committee**. "Architectural Committee" means the committee created according to this Declaration to review and approve plans for the construction of Improvements on the Property.

1.02. **Architectural Committee Rules**. "Architectural Committee Rules" means the rules and regulations adopted by the Architectural Committee, as amended from time to time.

1.03. **Assessment**. "Assessment" or "Assessments" means assessment(s) levied by the Association under the terms and provisions of this Declaration.

1.04. **Association**. "Association" means and refers to the Bel Grand Estates HOA, a Texas nonprofit corporation.

1.05. **Association Rules**. "Association Rules" means the rules and regulations adopted by the Board, as the same may be amended from time to time.

1.06. **Board**. "Board" means the Board of Directors of the Association.

1.07. **Builder**. "Builder" means any professional homebuilder that purchases Lots within the Subdivision solely for the purpose of constructing residential homes on the Lots for resale to third-party homebuyers.

1.08. **Bylaws**. "Bylaws" means the Bylaws of the Association, which may be adopted by the Board, as the same may be amended from time to time.

1.09. **Certificate of Formation**. "Certificate of Formation" means the Certificate of Formation of the Association filed in the office of the Secretary of State of the State of Texas, as the same may be amended from time to time.

1.10. **City**. "City" means the City of Haslet, Texas.

1.11. **Class A Member**. "Class A Member" has the same meaning as described in Section 6.02 of this Declaration.

1.12. **Class B Member**. "Class B Member" is the Declarant or its successors and assigns and has the same meaning as described in Section 6.02.

1.13. **Common Area and Facilities**. "Common Area and Facilities" means any Lots and other properties designated by Declarant and conveyed to the Association, along with any exclusive easements and other areas granted to Declarant or the Association and maintained for the common benefit of the Owners. Common Area and Facilities may be designated by Declarant and dedicated or otherwise conveyed to the Association, the Owners, or to any public agency, authority, or utility from time to time and at any time during the Development Period. If and at the time Declarant annexes additional real property to the Property in accordance with Section 2.02, additional Common Area and Facilities may be designated.

1.14. **Declarant/Developer**. "Declarant" means Bel Grand Estates Haslet, LLC, a Texas limited liability

company, its duly authorized representatives, and their successors or assigns. "Developer" is the same person as the Declarant. Any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant will not be sufficient to constitute an assignment of the rights of Declarant under this Declaration.

1.15. **Declaration.** "Declaration" means this instrument as the same may be amended from time to time.

1.16. **Dedicatory Instrument.** "Dedicatory Instrument" means each governing instrument covering the establishment, maintenance, and operation of the Subdivision, including but not limited to this Declaration, the Bylaws, policies, guidelines, and rules and regulations adopted by Declarant during its Class B Membership and those adopted by the Board, subject to Declarant's rights to veto or modify the same during Declarants Class B Membership, and all amendments to any of the same.

1.17. **Development Period.** "Development Period" means the time period in which the Declarant owns at least one (1) Lot within the Subdivision.

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

1.19. **Living Unit.** "Living Unit" means and refers to a single-family residence and the attached garage serving it.

1.20. **Lot.** "Lot" or "Lots" means any parcel or parcels of land within the Property shown as a subdivided lot on the Plat of the Subdivision).

1.21. **Masonry.** "Masonry" means stucco, stone (natural, precast, or manufactured), and brick, but excluding fiber-cement siding, stone veneer, or other siding materials.

1.22. **Member.** "Member" or "Members" means any Person(s) holding membership rights in the Association.

1.23. **Mortgage.** "Mortgage" or "Mortgages" means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.24. **Mortgagee.** "Mortgagee" or "Mortgagees" means the holder or holders of any Mortgage or Mortgages.

1.25. **Owner.** "Owner" or "Owners" means the Person(s), including Declarant, holding a fee-simple interest in any portion of the Property, but does not include the Mortgagee of a Mortgage.

1.26. **Person.** "Person" or "Persons" means any individual(s), entity, or entities having the legal right to hold title to real property.

1.27. **Plans and Specifications.** "Plans and Specifications" means any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage

plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.28. **Plat.** "Plat" or "Plats" means the subdivision plat of Bel Grand Estates, recorded in the Real Property Records of Tarrant County, Texas, under Clerk's Instrument Number D221071836, and as revised by Replat recorded in in the Real Property Records of Tarrant County, Texas, under Clerk's Instrument Number D222064210, and as the same may be amended from time to time. A copy of the existing Plat and Replat referenced above are attached hereto as Exhibit "A", incorporated herein.

1.29. **Property.** "Property" means all of the real property now or later constituting any portion, phase, or section of the Subdivision, as shown on Exhibit A.

1.30. **Restrictions.** "Restrictions" means this Declaration, as the same may be amended from time to time, together with the Architectural Committee Rules, the Association Rules, the Certificate of Formation, and Bylaws, as any of the same may be amended from time to time.

1.31. **Subdivision.** "Subdivision" means the Bel Grand Estates of Haslet, Texas as shown by the Plat.

1.32 **Temporary Office.** "Temporary Office" means any temporary construction or marketing trailer, office, or building installed or constructed by Declarant or any Builder during the Development Period on any Lot owned by Declarant or the Builder, respectively, that is used for the storage of equipment or for office, administrative, sales, or marketing purposes during the construction and sale of Lots and Improvements within the Subdivision. Any Temporary Office of a Builder must be first approved by Declarant prior to its construction or installation, and its use shall be subject to Declarant's reasonable rules for operation, maintenance, and removal as Declarant may establish from time to time.

ARTICLE 2 DEVELOPMENT OF THE PROPERTY

2.01. **Development by Declarant.** Declarant may divide or subdivide the Property into several areas and develop some of the Property during the Development Period provided Declarant is the Owner of the land being divided or subdivided.

2.02. **Addition of Land.** Declarant during the Development Period, may, at any time and from time to time, add land to the Property, and on such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth in it will apply to the added land, and the rights, privileges, duties, and liabilities of the Persons subject to this Declaration will be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property under this Declaration, Declarant will be required only to record in the Real Property Records of Tarrant County, Texas, a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which must include the recording information of the Official Real Property Records of Tarrant County, Texas, in which this Declaration is recorded.
- (b) A statement that the provisions of this Declaration will apply to the added land.
- (c) A legal description of the added land.

ARTICLE 3 GENERAL RESTRICTIONS

All of the Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.01. **Subdividing**. No Lot will be further divided or subdivided, nor may any easements on or other interests relating to a Lot less than the whole be conveyed by the Owner of the Lot without the prior written approval of the Architectural Committee; however, when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Architectural Committee.

3.02. **Hazardous Activities**. No activities will be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms or fireworks will be discharged on the Property, and no open fires will be permitted except within safe and well-designed interior fireplaces or in contained barbecue units while attended and in use for cooking purposes.

3.03. **Insurance Rates**. Nothing will be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on any Lot.

3.04. **Mining and Drilling**. No portion of the Property will 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.

3.05. **Noise and Nuisances**. No horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) will be located, used, or placed on any of the Property. No noise or other nuisance will be permitted to exist or operate on any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. No exterior lighting or security devices including motion sensor lighting of any sort will be installed or maintained on a Lot where the light source creates a nuisance to neighboring property, except reasonable security or landscape lighting that has the prior written approval of the Declarant, or the Architectural Committee shall be permitted.

3.06. **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 these words may be kept, maintained, or cared for on the Property. Any dog that has been determined to be "dangerous" by the City or any other political subdivision, animal-control authority, or governmental agency, will never be maintained, kept, or cared for on the Property. No Owner may keep on the Owner's Lot more than three (3) adult cats and dogs, in the aggregate, with not more than three (3) of which may be adult dogs. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal 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 animal will be allowed to run at large, and all animals must be kept within enclosed areas that must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. An enclosed area must be constructed in accordance with plans first approved in writing by the Architectural Committee or the Declarant, must be of reasonable design and construction to adequately contain animals in accordance with the provisions of the Restrictions, and must be screened so as not to be visible from any other portion of the Property.

3.07. **Rubbish and Debris**. No rubbish or debris of any kind will be placed or permitted to accumulate

on the Property, and no odors will be permitted to arise from it so as to make the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and the containers must be kept within enclosed structures or appropriately screened from view. Each Owner must contract with an independent disposal service to collect all garbage or other wastes if collection service is not provided by a governmental entity.

3.08. **Maintenance; Mowing.** Each Owner must keep all shrubs, trees, grass, and plantings of every kind on the Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements on any Lot must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of the Lot. If any Owner fails to abide by the Restrictions following written demand as may be required by law, Declarant, the Board, and the Architectural Committee shall have the right at any reasonable time to enter on any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary, to paint, repair, or otherwise maintain any Improvements in need of maintenance, and to charge the cost to the Owner of the Lot in the same manner as provided for the Association in Section 6.04(e).

3.09. **Antennae.** No exterior radio or television antenna or aerial or satellite dish receiver that is visible from any adjacent street within the Subdivision will be erected or maintained on any Lot without obtaining the Declarant's or Architectural Committee's prior written consent.

3.10. **Signs.** No sign of any kind will be displayed to the public view on any Lot without the prior written approval of the Declarant or the Architectural Committee, except for (a) signs that are part of Declarant's overall marketing and development plans or activities for the resale of Lots and Improvements, (b) one (1) sign no more than five (5) square feet advertising any property within the Subdivision for sale or rent, and (c) one (1) ground-mounted sign no more than four (4) feet by six (6) feet, advertising no more than one (1) political candidate or ballot item for election. All merchandising, advertising, and sales programming is subject to the prior written approval of the Declarant or the Architectural Committee.

3.11. **Water and Other Tanks.** The Architectural Committee has the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for the storage of fuel, water, oil, or LPG, and including swimming-pool filter tanks. No elevated tanks of any kind will be erected, placed, or permitted on any Lot. All tanks must be screened so as not to be visible from any other part of the Property. No individual water-supply systems will be permitted on any Lot, including but not limited to water wells, cesspools, or water-collection tanks; however, rain barrels and rain harvesting devices will be permitted subject to the right of the Declarant or the Architectural Committee to approve the location, size, type, and shielding of, and the materials used in the construction of, any such rain barrels, rain harvesting devices, and related appurtenances. Each Owner shall comply with the Architectural Guidelines for the Installation of Rain Barrels or Rainwater Harvesting Systems, attached hereto, and incorporated herein by reference, which may be amended by the Declarant during the Development Period, and thereafter by the Board.

3.12. **Standby Electric Generators.** Standby Electric Generator means a device that: (i) converts mechanical energy to electrical energy, (ii) powered by natural gas, liquefied petroleum gas, diesel fuel, bio-diesel fuel, or hydrogen, (iii) fully enclosed in an integral manufacture-supplied sound attenuating enclosure, (iv) connected to the main electrical panel of the residence by a manual or automatic transfer switch, and (v) rated for a generating capacity of not less than seven (7) kilowatts. No Standby Electric Generator may be installed by any Builder or other Owner unless first approved in writing by the Declarant or the Architectural Committee, and the following requirements are satisfied: (a) installed and maintained in compliance with the manufacturer's specifications and applicable governmental/health, safety, electrical and building codes, (b) installed only by a licensed electrical contractor, (c) all electrical and fuel line connections comply with applicable health, safety, electrical building codes, and for liquefied gas petroleum, approved by the Texas Railroad Commission, (d) the generator, its electrical lines and fuel lines shall be maintained in good condition and repair, and be safe for

operation, and (e) screened with materials approved by the Declarant or the Architectural Committee, and located on the Owner's Lot so that the generator and all accessories to it are not visible from the street or an adjoining Lot.

3.13. **Temporary Structures.** No tent, shack, outbuilding or other temporary building, Improvement, or structure will be placed on the Property without the prior written approval of Declarant or the Architectural Committee; however, Temporary Offices and temporary structures necessary for the storage of tools and equipment or for office space for architects, Builders, and foremen during actual construction may be maintained with Declarant's prior written approval, approval to include the nature, size, duration, and location of the Temporary Office or structure.

3.14. **Unightly Articles; Vehicles.** No article deemed to be unsightly by the Declarant or the Architectural Committee will be permitted to remain on any Lot so as to be visible from an adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, recreational vehicles, tractors, campers, wagons, buses, motorcycles, all-terrain vehicles, motor scooters, sports equipment (such as volleyball nets, soccer goals or portable basketball goals), and garden-maintenance equipment must be kept at all times, except when in use, in enclosed structures or screened from view, and no repair or maintenance work may be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. Each single-family residential structure constructed within the Property must have sufficient garage space, as approved in writing by the Architectural Committee or the Declarant, to house all vehicles to be kept on the Lot. All Lot Owners' vehicles must remain in the garage or driveway while not in use. No automobiles or other above-mentioned articles or vehicles may be parked overnight on any street or roadway within the Property. Vehicles belonging to guests may be parked in the street for a period of time not to exceed 72 hours, subject to the Board's right to change or further restrict parking in the street. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash will be kept, stored, or allowed to accumulate on any portion of the Property unless it is within an enclosed structure or is appropriately screened from view. No (a) racing vehicles or (b) other vehicles (including, but not limited to, motorcycles or motor scooters) that are inoperable or do not have a current license tag are permitted to remain visible on any Lot or to be parked on any street or roadway within the Subdivision. No commercial vehicles larger than a standard three-quarter (3/4) ton pickup truck or standard two-axle passenger van are permitted to remain on any Lot or to be parked on any street or roadway within the Subdivision.

3.15. **Mobile Homes, Travel Trailers, and Recreational Vehicles.** No mobile homes, travel trailers, or recreational vehicles may be parked or placed on any Lot and used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers, or recreational vehicles may be parked on or near any Lot so as to be visible from adjoining property or from public streets or private thoroughfares at any time.

3.16. **Compliance with the Restrictions.** Each Owner must comply strictly with the provisions of the Restrictions as amended from time to time. Failure to comply with any of the Restrictions constitutes a violation of this Declaration which may result in fines and other sanctions imposed on an Owner and gives rise to a cause of action to recover amounts due for damages or injunctive relief or both, maintainable by the Declarant, the Architectural Committee, the Board on behalf of the Association, an aggrieved Owner, or, if applicable, any Municipal Utility District having jurisdiction over the Property.

3.17. **Liability of Owners for Damage to Common Area and Facilities.** No Owner will in any way alter, modify, add to, or otherwise perform any work on the Common Area and Facilities without the prior written approval of the Board. Each Owner is liable to the Declarant, the Association, the Owners, or any public agency, authority, or utility if the Common Area and Facilities have been dedicated or otherwise conveyed to any of these

parties, for any and all damages to (a) the Common Area and Facilities or (b) any Improvements constructed on any Lot, the maintenance of which has been assumed by any of these parties, which damages were caused by the neglect, misuse, or negligence of an Owner or the Owner's family, or by any tenant or other occupant of the Owner's Living Unit, or any guest or invitee of the Owner. The full cost of all repairs of the damage will be an Assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectable in the same manner as provided for in Section 8.06, including but not limited to foreclosure of the Assessment Lien.

3.18. **Basketball Goals – Permanent and Portable.** Permanent basketball goals are allowed but must be first approved in writing by the Declarant or the Architectural Committee before installation. The metal pole must be permanently installed in the ground at least twenty-five (25) feet back from the curb. The permanent basketball goal must be properly maintained and painted, with nets kept in good repair. Portable goals may be used, but they must be stored in an enclosed structure or screened from view from any street and adjoining Lots at all times when not in use.

3.19. **No Warranty of Enforceability.** While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration is or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of the restrictive covenants, terms, or provisions assumes all risks of their validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless if they are held to be invalid or unenforceable.

ARTICLE 4 USE AND CONSTRUCTION RESTRICTIONS

4.01. **Approval for Construction.** No Improvements will be constructed on any Lot without the prior written approval of Declarant during the Development Period and thereafter by the Architectural Committee.

4.02. **Use.** All Lots, unless dedicated to the Association as Common Area and Facilities, will be improved and used solely for single-family residential use, inclusive of an attached private garage for not more than four (4) cars, fencing, and other Improvements as are necessary or customarily incident to residential use. Unless a Lot (or Lots) has (or have) been specifically developed for attached single-family Living Units, all Lots will be used solely for detached single-family Living Units. Declarant may utilize one (1) Living Unit within the Subdivision for commercial purposes until the Lot and the Living Unit on it has been conveyed. After the conveyance occurs, the Living Unit will be used for residential purposes as outlined in this Section. Despite any provision of this Declaration to the contrary, a Builder may use a select number of Lots owned by the Builder for Temporary Offices or for a model home within the Subdivision, subject to such requirements as Declarant may reasonably impose from time to time during the Development Period.

4.03. **Leasing and Rentals.** The term "single family residential use" is intended to prohibit transient use or occupancy of any or all of any Lot, Improvement or Living Unit, including but not limited to vacation home rentals. Leasing or rental of any Lot, Improvement or Living Unit is prohibited except in strict compliance with the following:

(a) "Short-term leasing or rental" means the lease or rental of all or any portion of any Lot, Improvement or Living Unit to any person(s) or entity(s) for use or occupancy as a residence for less than a twelve (12) consecutive month period. Short-term leasing or rental is expressly prohibited by these Restrictions. Any lease or rental agreement by an Owner, his/her/its agent or representative (collectively referred to herein as "Owner") of such Owner's Lot, Improvement or Living Unit shall be in writing, and shall prohibit the tenant's/lessee's assigning rights of occupancy and to sublease any of the Lot, Improvements or Living Unit to any other person(s) or entity(s). Any lease or rental agreement allowed by these Restrictions must be for the entirety of such Owner's

Improvements and Living Unit. The leasing or rental of separate rooms, floors or other areas of an Improvement or Living Unit is prohibited by these Restrictions.

(b) In the event any lease or rental agreement allowed by these Restrictions is terminated prior to its initial minimum twelve (12) consecutive month term, then no subsequent lease or rental agreement shall be made for the Improvements or Living Unit until after twelve (12) months has expired from the commencement date of such terminated lease or rental agreement. Notwithstanding anything herein to the contrary, the Board, in the Board's sole discretion, may waive the aforementioned prohibition of a new lease or rental agreement being made subsequent to early termination of a prior lease or rental agreement, upon finding the Owner acted in good faith, with no intent to circumvent the requirements of these Restrictions, and had no reason to anticipate any early termination of such previous lease or rental agreement before expiration of its initial twelve (12) month term. Any such waiver must be in writing and signed by a majority of Directors of the Board.

(c) An Owner shall require all tenants, guests and occupants of his/her/its Lot and Living Unit to abide by the requirements imposed under these Restrictions and should include language in any lease or amendment thereto notifying the tenant(s) of such duties. No tenant under any lease shall have any rights as a Member of the Association but may use the Common Areas and Facilities subject to the same being denied by the Board for such tenant's or other occupant's violations of any of the Restrictions.

(d) The Owner shall provide in writing each tenant's and occupant's name, telephone number and e-mail address to the Board prior to the commencement date of such lease. The Owner shall have a continuing duty to promptly provide the Board written notice of any change to such tenant's and occupant's contact information. The Owner shall notify the Board in writing of the commencement date of such lease.

(e) The Owner shall be strictly liable to the Association for all harm, losses, damages, expenses, reasonable attorney's fees, costs, and fines resulting from the conduct of the Owner, the Owner's tenant(s), guests, and invitees of such tenant occupying the Owner's Lot, Improvements or Living Unit. The Owner shall pay the Association for all costs and expenses to repair or replace any damage to any of the Common Areas and Facilities, caused by the Owner, the Owner's tenant, guests or occupants of the Owner's Lot, Improvement or Living Unit, and promises to pay all damages, expenses, including reasonable attorney's fees, costs and fines assessed by the Association as a result of such tenant's conduct, or conduct of such Owner, the Owner's tenant's guests or occupants for violations of any of the Restrictions. The Owner shall promptly notify the Board in the event his/her/its lease of his/her/its Lot, Improvements, or Living Unit has been terminated, and when all tenants and other occupants have vacated.

4.04. **Dwelling Height.** No single-family dwelling greater than two (2) and one-half stories in height may be constructed on any Lot without the prior written approval of the Declarant or the Architectural Committee.

4.05. **Fences and Sidewalks and Sight-Line Obstruction.** Unless otherwise approved in writing by the Declarant during the Development Period or the Architectural Committee, all fences on Lots must be six (6) feet in height, with 2x6 Cap and 1x4 Side Trim and must be constructed with wooden pickets and with metal posts. Wooden fences will be stained Oxford Brown color from Wood Defender Brand to match the rest of the community. Any fence facing a street must be constructed of wrought iron at six (6) feet in height. The Declarant or the Architectural Committee has the right to approve deviations from these requirements relating to the style and materials to be used. It is the intent to maintain visual continuity, especially along streets. In no event will any fence or wall be erected, placed, or altered on a Lot nearer to the front street than the front wall of the Living Unit that is located on the Lot. The Owner of each Lot must construct, at its sole cost and expense and before occupying any improvement located on the Lot, a sidewalk, located and designed in conformance with the Plat, or as may be required by the Declarant or the Architectural Committee.

No fence, wall, hedge, or shrub planting that obstructs sight lines will be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended. The same sight-line limits will apply on any Lot within ten (10) feet from the intersection of street property lines with the edge of a driveway or alley pavement. No tree will be permitted to remain within such distance of these intersections unless the foliage is maintained at sufficient height to prevent obstruction of the sight lines.

4.06. Dwelling Size; Building Materials. All one-story dwellings will contain at least twenty-five hundred (2500) square feet of enclosed living space, exclusive of porches (open or covered), decks, garages, and carports. All two-story or two and one-half story dwellings will contain at least twenty-eight hundred (2800) square feet of enclosed living space, exclusive of porches (open or covered), decks, garages, and carports. All building materials must be first approved in writing by the Declarant or the Architectural Committee before commencing construction, and only new building materials will be used for constructing any Improvements. Exposed metal roof decks that reflect light in a glaring manner, such as galvanized-steel sheets, are specifically prohibited. Other roofing materials may be used with the Declarant's or the Architectural Committee's written consent, which may specify a minimum quality or grade of materials. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways must match the color of the surface from which they project, or must be of a color approved in writing by the Declarant or the Architectural Committee. No highly reflective finishes (other than glass, which may not be mirrored) will be used on exterior surfaces (other than surfaces of hardware fixtures), including, but not limited to, the exterior surfaces of any Improvements.

The Masonry requirements for one- and for two-story or two and one-half story dwellings are as follows:

One-Story Dwellings. The front and sides of the exterior walls of all single-family dwellings must be constructed of Masonry, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors, and trim work.

Two- and Two-and One-Half Story Dwellings. The front and sides of the exterior walls of the first floor of all single-family dwellings must be constructed of Masonry, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors, and trim work.

Outdoor Living Structures. Any outdoor living structure, like a pergola, arbor or children's play set must be constructed to blend with the existing home by using materials similar to the residential structure. Only wood or shingle roofs are acceptable and there will be no cloth, canvas, or colored roofs. The approved standard stain color is Oxford Brown, and the outdoor structures must be maintained bi-annually. All such structures must have prior written approval by the Declarant or the Architectural Control Committee prior to construction.

Metal Buildings. All Metal buildings must meet or exceed the below detailed criteria and be first approved in writing by the Declarant or the Architectural Control Committee:

- (a) Max plate height of twelve (12) feet;
- (b) Metal color must be approved with a sample provided;
- (c) The front of the building if allowed to face the street, will be constructed of stone or brick that match the existing Primary residence;
- (d) No building will be allowed any nearer the side or rear set back lines of the main structure, and no nearer the front than the furthest rear corner from the front facing street plus ten (10) feet; and

(e) All structures must be built on a concrete slab.

4.07. **Alteration or Removal of Improvements.** Any construction, other than normal maintenance, that in any way alters the colors, or the exterior appearance of any Improvement in any way or the removal of any Improvement, will be performed only with the prior written approval of the Declarant during the Development Period or the Architectural Committee.

4.08. **Garbage Containers.** The Declarant or the Architectural Committee has the right to specify a specific location on each Owner's Lot in which garbage containers must be placed for trash-collection service.

4.09. **Drainage.** There will be no interference with the established drainage patterns over any of the Property, except by Declarant or any Builder, unless adequate provision is made for proper drainage and either Declarant or the Architectural Committee approves the provision.

4.10. **Construction Activities.** This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) on any Lot within the Property. Specifically, no construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that the construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If construction on any Lot does not conform to usual practices in the area as determined by the Declarant or the Architectural Committee in their good-faith judgment, the Declarant or the Association will have the authority to seek an injunction to stop the construction. In addition, if during the course of construction on any Lot there is excessive accumulation of debris of any kind that would make the Lot or any portion of it unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Declarant or the Board may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection with removal.

4.11. **Landscaping.** The front and side yards of all Lots, from the front wall of the house, will be fully sodded with St. Augustine, Bermuda, Prairie Buffalo Grass, or other landscaping material first approved in writing by the Architectural Committee. At least three (3) trees, each being at least two (2) inches in diameter must be planted in the front yard of each Lot before the occupancy of the Living Unit constructed on it. The Declarant or the Architectural Committee may establish from time-to-time reasonable rules and guidelines for (a) turf and landscaping materials and design to an Owner's Lot, (b) irrigation systems to an Owner's Lot, (c) composting devices, and (d) screening of any allowed composting devices for an Owner's Lot. The Owner, prior to installation on his/her/its Lot shall first obtain the prior written consent of the Declarant, or the Architectural Committee for: (i) any turf or landscaping materials not expressly allowed by this Section 4.11, (ii) any landscape design, (iii) the type, materials, size, and location for any composting devices, and (iv) the design, size, color, location, and materials to be used for shielding all composting devices. All composting devices and shielding any Owner installs on his/her/its Lot must be shielded from being viewed on an Owner's Lot so as not to be visible from any street and nearby Lots unless the Owner obtains a written variance from the Declarant or Architectural Committee.

EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY, OR FITNESS FOR INTENDED PURPOSES OF ANY TREES OR SHRUBS LOCATED ON A LOT.

4.12. **Solar Panels.** Subject to Declarant's rights to prohibit any solar panels or other solar energy devices, Solar panels may be permitted in the Subdivision subject to the prior written approval of Declarant or the Architectural Committee. Solar panels must be located as such to not be visible from the street. Solar Energy

Devices, including but not limited to solar panels shall not be constructed on any Lot, Improvement or Living Unit without the prior written approval by Declarant or the Architectural Committee, and when allowed shall conform to the attached Architectural Guidelines For Installation of Solar Energy Devices, incorporated into and made a part hereof, which Guidelines may be subsequently amended by Declarant prior to expiration of the Development Period, and thereafter by the Board.

4.13. **Pool Equipment.** Pool equipment must be screened from view by means other than landscaping, so as to not be visible from the street. "Swimming Pool Enclosure" means a fence that: (a) surrounds a water feature, including a swimming pool or spa, (b) consist of transparent mesh or clear panels set in metal frames, (c) is not more than six (6) feet in height, and is designed not to be climbable. An Owner may install a Swimming Pool Enclosure around the Owner's swimming pool and spa, which conforms to applicable state and local laws with the prior written consent of Declarant or the Architectural Committee. The color of such Swimming Pool Enclosure may be black, or such other color as the Declarant or the Architectural Committee may approve in writing.

ARTICLE 5 COMMON AREA AND FACILITIES

5.01. **Common Area and Facilities.** No land within any Common Area and Facilities will be improved, used, or occupied, except in the manner approved by Declarant, in its sole and absolute discretion during the Development Period, or by the Board following expiration of the Development Period. This required approval will extend to the nature and type of use, occupancy, and improvement. Declarant may, by written instrument, delegate its right to grant this approval to the Board. Access to any Common Area and Facilities may be limited to Persons currently paying Assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to nonowners, all on the terms and conditions determined by the Board or by Declarant in its sole and absolute discretion during the Development Period.

5.02. **Maintenance.** Declarant may, but will not be obligated to, in its sole discretion, maintain the Common Area and Facilities at its own cost and expense. If Declarant elects not to maintain the Common Area and Facilities, maintenance of any Common Area and Facilities will be the obligation of the Association and will be governed by Section 6.05, and Assessments may be levied on the Owners under Article 8. All sums advanced, paid or incurred by Declarant for the maintenance of Common Area and Facilities shall be a loan of money to the Association as provided in Section 8.07 below, and shall be repaid to Declarant from Assessments collected by the Association. Under no circumstances will Declarant be liable to the Owners, the Association, or any other Person for maintaining or failing to maintain the Common Area and Facilities.

5.03. **Condemnation.** If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), Declarant, or the Association, if applicable, will be entitled to participate in the proceedings incident to the taking or threatened taking. The expense of participation in the proceedings by the Association will be a common expense to be paid out of Assessments. The Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other Persons as the Association, in its discretion, deems necessary or advisable to aid it in any matters relating to the proceedings. All damages or awards for any taking will be the property of Declarant, or, if applicable, deposited with the Association. The Association, if applicable, in addition to the general powers set forth in this Declaration, will have the sole authority to determine whether to contest or defend any proceedings, to make any settlement with respect to any proceedings, or to convey the property to the condemning authority in lieu of condemnation.

**ARTICLE 6
THE ASSOCIATION**

6.01. **Organization**. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Certificate of Formation, the Bylaws and in this Declaration. Except as otherwise allowed by Declarant as the Class B Member, neither the Certificate of Formation nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Notwithstanding anything to the contrary, Declarant, while a Class B Member of the Association may unilaterally amend any Dedicatory Instrument, in Declarant's sole and absolute discretion, without the prior approval of any Member, or the Members, or the Board, or any Person., The Association will not be dissolved without the written consent of at least ninety percent (90%) of the Members entitled to vote.

6.02. **Membership**. Any Person who is or who becomes an Owner will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot.

6.03. **Voting Rights**. There will be two classes of membership for the purpose of voting on any Association matter. The Class A Members will include each Owner (excluding Declarant, except as provided herein below) of a Lot within the Property, and each Owner will have one (1) vote for each Lot owned. The Class B Member will be Declarant, and Declarant will have ten (10) votes for each Lot it owns. The Class B Membership will convert to a Class A Membership when the earliest of the following events occur: (a) Declarant has conveyed all Lots to Owners or (b) Declarant voluntarily converts the Class B Membership to a Class A Membership by written instrument recorded in the Real Property Records of Tarrant County, Texas, or (c) 120 days after seventy-five percent (75%) of all Lots in the Subdivision have been conveyed to Owners, other than to Declarant or Builders.

6.04. **Powers and Authority of the Association**. The Association will have the powers of a Texas nonprofit corporation, subject only to Declarant's Special Rights in Section 6.06 below, and other limitations expressly set forth in this Declaration, the Bylaws and applicable law. Subject to the powers and rights granted to Declarant under Section 6.06 below, the Association will further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas, by this Declaration, the Certificate of Formation, and the Association's Bylaws, as the same may be amended from time to time. All powers, rights, duties, and acts of the Association shall be performed by the Board, unless required by the Restrictions or applicable law to be taken by its Members, and shall be subject to the powers, rights and privileges of Declarant as stated in these Restrictions. The Board, acting on behalf of the Association, will have the following powers and authority, in addition to all expressed and implied powers created by the Restrictions subject to the Special Rights of Declarant in Section 6.06 below:

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

(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.

(c) **Records**. To keep books and records, including financial records, of the Association's affairs.

(d) **Assessments**. To levy Assessments as provided in Article 8. An Assessment is defined as the amount that must be levied in the manner and against the property set forth in Article 8 in order to raise the total amount

for which the levy in question is being made.

(e) **Right of Entry and Enforcement.** To enter at any time in an emergency, or in a nonemergency after twenty-four (24) hours' written notice, without being liable to any Owner, on any Lot and into any Improvement on a Lot, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry on any Lot and the maintenance and repair work conducted on it will be a personal obligation of the Owner of the Lot entered on, will be a lien on the Lot entered on and the Improvements on the Lot, and will be enforced in the same manner and to the same extent as provided in Article 8 for regular Assessments. The Association, acting through the Board, will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents to it, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association, acting through the Board, is also authorized to settle claims, enforce liens, and take all action as it may deem necessary or expedient to enforce the Restrictions. Neither Declarant, nor any Builder, nor their respective successors and assigns shall be liable to the Association or to any of its Members for any losses, damages or claims unless resulting from the intentional, willful, or grossly negligent misconduct.

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

6.05. **Common Area and Facilities.** Subject to the Special Rights of Declarant in Section 6.06 below, and in accordance with this Declaration, the Association, acting through the Board, will have the following duties:

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

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

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

6.06 **Declarant's Special Rights During Class B Membership.** Notwithstanding anything in the Restrictions to the contrary, during the time period in which Declarant is a Class B Member, Declarant shall have the sole right (but not the obligations), in its sole discretion, to control, perform and/or conduct any or all of the following, without requiring any meeting of Members to be held and without requiring any meeting of the Board to be held:

(a) To delete, add to, or amend provisions of this Declaration, Bylaws, Association Rules, Architectural Committee Rules, Policies, Guidelines, and any other Dedicatory Instruments made or adopted by the Declarant, or the Board or the Members;

- (b) Establish, increase, or reduce the amount of any Assessment and the time and manner for payment of any Regular Assessment or Special Assessment;
- (c) Approve the Association's making of capital improvements to the Property, use reserve funds of the Association to pay for any expenses Declarant deems necessary, and to obtain goods or service for the Association;
- (d) Establish and change the banking arrangements of the Association;
- (e) Approve or amend any budget of the Association;
- (f) Approve major repairs or replacements of capital expenditures for Common Area and Facilities;
- (g) Establish and change the number of Directors comprising the Board, and remove and appoint Directors outside the election process of Directors;
- (h) Make, renegotiate, or terminate any contract to which the Association is a party;
- (i) Engage in legal proceedings of any kind on behalf of the Association except foreclosures for unpaid Assessments; and
- (j) Void any resolution of the Board or any Committee created by the Board which did not first receive the prior written approval of Declarant.

Declarant's rights set forth above are absolute, in its sole discretion, and do not require the approval, consent or joinder of any Owner, Member, Director, the Board, any Committee created by the Board, or any Person.

ARTICLE 7 ARCHITECTURAL COMMITTEE

7.01. **Membership of Architectural Committee.** The Architectural Committee will consist of not more than three (3) voting Members ("Voting Members") and any additional nonvoting Members serving in an advisory capacity ("Advisory Members") that the Voting Members deem appropriate. Notwithstanding anything to the contrary, Declarant shall have the exclusive right to appoint, remove and designate any and all Persons to serve as the Voting Members during the Development Period. Such Voting Members need not be Members.

7.02. **Action by Architectural Committee.** Items presented to the Architectural Committee will be decided by a majority vote of the Voting Members.

7.03. **Advisory Members.** The Voting Members may from time-to-time designate Advisory Members.

7.04. **Term.** Each Voting Member of the Architectural Committee will hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided in this Declaration. If any Voting Member dies or resigns, the remaining Voting Member or Voting Members will have full authority to act until a replacement Voting Member or Voting Members have been designated.

7.05. **Declarant's Rights of Appointment.** During the Development Period, Declarant and its successors or assigns will have the right to appoint and remove any or all Voting Members of the Architectural Committee. Declarant may delegate this right to the Board by written instrument. After the Declarant delegates this right, the Board will have the right to appoint and remove all Voting Members of the Architectural Committee.

7.06. **Adoption of Rules.** Subject to Declarant's right to terminate, or amend any and all rules of the Architectural Committee during the Development Period, the Architectural Committee may adopt any procedural and substantive rules, not in conflict with this Declaration, that it deems necessary or proper for the performance of its duties, including but not limited to design guidelines for improvements to the Subdivision and required construction materials as it may deem necessary or desirable for the development of the Property as intended by Declarant.

7.07. **Review of Proposed Construction.** Whenever in this Declaration the approval of the Architectural Committee or Declarant is required, they will have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts that, in their sole discretion are relevant. Except as otherwise specifically provided in this Declaration, before the commencement of any construction of any Improvement on the Property or any portion of it, the Plans and Specifications must be submitted to the Architectural Committee. The Architectural Committee shall promptly deliver to Declarant during the Development Period true and complete copies of all Plans and Specifications it receives for review. Construction may not commence unless and until the Architectural Committee or Declarant have approved the Plans and Specifications in writing. The Architectural Committee will consider and act on any and all Plans and Specifications submitted for its approval under this Declaration and perform the other duties assigned to it by this Declaration or as from time to time assigned to it by the Board. The Architectural Committee and Declarant may also inspect any construction in progress to ensure its conformance with Plans and Specifications approved by the Architectural Committee or Declarant. The Architectural Committee and Declarant may review Plans and Specifications submitted for review and any other information deemed proper. Until the Architectural Committee receives all information or documents it deems necessary, it may postpone review of any Plans and Specifications submitted for approval. No Improvement will be allowed on any Lot that is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Committee and Declarant will each have the authority to disapprove any proposed Improvement based on the restrictions set forth in the preceding sentence and the decision of the Architectural Committee will be final and binding, unless vetoed by the Declarant within ten (10) days from its decision. The Architectural Committee will not be responsible for reviewing any proposed Improvement, nor will its approval of any Plans or Specifications or inspection of any construction in progress be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

7.08. **Variance.** The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Committee, in its sole and absolute discretion, the variance will not impair or detract from the high-quality development of the Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. Despite anything to the contrary in this Declaration, the Architectural Committee is authorized, at its sole discretion, to waive any requirements relating to garages (including size), carports, dwelling size, Masonry requirements, fences, and setbacks, and the decision will be binding on all Owners of Property encumbered by this Declaration. All variances must be evidenced by written instrument in recordable form and must be signed by at least one (1) of the Voting Members of the Architectural Committee. The granting of a variance will not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Declaration. The Architectural Committee shall deliver to Declarant a true and complete copy of any variance granted during the Development Period. Notwithstanding anything to the contrary in the Restrictions, during the Development Period, Declarant may revoke or modify any variance by the Architectural Committee within ten (10) days from the date notice of such variance was received by Declarant from the Architectural Committee.

7.09. **Actions of the Architectural Committee.** The Architectural Committee may, by a resolution unanimously adopted in writing, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of a designation, the vote of the majority of all of the members of the Architectural Committee taken without a meeting will constitute an act of the Architectural Committee. Despite anything to the contrary, if the Architectural Committee, and Declarant during the Development Period fail to respond to a request for approval of Plans and Specifications within thirty (30) days of receiving all required information, the Architectural Committee and Declarant will be deemed to have approved the Plans and Specifications.

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

7.11. **Work in Progress.** The Declarant and the Architectural Committee, at their option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

7.12. **Address.** Plans and Specifications will be submitted to the Architectural Committee and Declarant during the Development Period at such address as may be designated from time to time by Declarant or the Board.

7.13. **Fees.** The Architectural Committee will have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE 8 FUNDS AND ASSESSMENTS

8.01. **Assessments.**

(a) The Association may from time-to-time levy Regular Assessments and Special Assessments (collectively the "Assessments") against each Lot comprising the Subdivision, subject to Declarant's Special Rights while a Class B Member to establish, reduce, and increase the amount of any Assessment and method of payment. The obligation to pay Assessments shall commence as to each Lot within the Subdivision on the date such Lot is conveyed to a Person other than the Declarant. The level of Assessments will be equal and uniform amongst all Lots.

(b) When the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment will be prorated as of the date when the obligation first arose in proportion to the amount of the Assessment year or other period remaining after that date.

(c) Each unpaid Assessment, together with interest on it at the rate of ten percent (10%) per annum, late fees, attorneys' fees, and the costs of collection, will be the personal obligation of the Owner of the Lot against which the Assessment fell due, and will become a vendor's lien against the Lot and all Improvements on it. The Association may enforce payment of Assessments and other sums owing by such Owner in accordance with the provisions of this Article 8, and as allowed by law.

(d) Failure of Declarant or the Board to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice, shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay such unpaid Assessments and other sums owing to the Association, and Declarant or the Association may retroactively assess such previously unpaid Assessments, and other unpaid sums during the year following the

year the same were due.

(e) Notwithstanding anything to the contrary, all Lots owned by Declarant shall be exempt from payment of any Regular and Special Assessments during the Development Period.

8.02. **Maintenance and Reserve Funds.** The Board, subject to Declarant's Special Rights during Class B Membership will establish a maintenance fund and a self-sustaining reserve fund; all moneys paid to the Association will be deposited into these accounts, and disbursements will be made from them in performing the functions of the Association under the Restrictions. The reserve fund will be maintained and used for the operation, repair, and maintenance of all Common Area and Facilities. The funds of the Association deposited into the maintenance and reserve funds must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

8.03. **Regular Annual Assessments.** Subject to Declarant's Special Rights in Section 6.06 above, before the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during the year in performing its functions under the Restrictions, which will be limited to the costs incurred in exercising the powers granted to the Association in Section 6.04, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay the estimated net expenses will then be levied as provided in this Declaration, and the level of Assessments set by the Board will be final and binding if it is made in good faith, but shall be subject to Declarant's Special Rights to establish, increase or decrease the amount of any Assessments while Declarant is a Class B Member. Notwithstanding anything herein to the contrary, Declarant may establish, modify, increase, or decrease the amount of any Assessments during the time Declarant is a Class B Member. Except for calendar year 2022, all Regular Annual Assessments will be due and payable to the Association at the beginning of the fiscal year on or before the first day of January of each year, or in any other manner as the Board, or Declarant while a Class B Member may designate in its sole and absolute discretion. The initial Regular Annual Assessment for each Lot, shall be \$1,250.00, commencing and being due on June 1, 2022, and shall be prorated for calendar year 2022. Upon Declarant no longer being a Class B Member, the maximum Regular Annual Assessments per Lot may be increased no more than ten percent (10%) per year, unless approved by at least two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose.

8.04. **Special Assessments.** In addition to the Regular Annual Assessments provided for above, Declarant, while a Class B Member, or the Board may levy Special Assessments to enable the Board to carry out the mandatory functions of the Association under the Restrictions. Upon Declarant ceasing to be a Class B Member, any Special Assessment shall require approval by Members at a meeting called for such purpose. Members holding two-thirds (2/3rds) of all votes entitled to be cast pursuant to the Bylaws shall constitute a Quorum and at least fifty-one percent (51%) of such votes casted at such meeting must approve the Special Assessment. In the event a Quorum of Members is not present, in person, by proxy, by electronic ballots and by absentee ballots, then a second meeting may be called following notice to Members. The Quorum needed for such second meeting shall be Members holding fifty percent (50%) of all votes entitled to be cast and requiring at least fifty-one percent (51%) of such votes casted to approve the Special Assessment. Notwithstanding anything herein to the contrary, Declarant may modify, increase, or decrease the amount of any Assessments during the time Declarant is a Class B Member.

8.05. **Owner's Personal Obligation for Payment of Assessments.** All Assessments provided for in this Declaration will be the personal and individual debt of the Owner of the Lot covered by the Assessments. No Owner (other than Declarant) may exempt itself from liability for the Assessments. For any default in the payment of any Assessment, the Owner of the Lot will be obligated to pay an annual interest rate of ten percent (10%) on the amount of the Assessment from the Assessment's due date, together with all costs and expenses of collection,

including reasonable attorney fees. The Board may also impose late fees for any Assessment not paid within ten (10) days from its due date.

8.06. **Assessment Lien and Foreclosure.** All amounts assessed in the manner provided in this Article but unpaid will, together with late fees and interest as provided in Section 8.05 and the cost of collection, including attorney fees as provided in this Declaration, become a continuing lien and charge on the Lot covered by the Assessment that will bind the Lot in the hands of the Owner and the Owner's heirs, devisees, personal representatives, successors, or assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens and all amounts unpaid on a Mortgage lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lot in question. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of Tarrant County, Texas. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

(a) Foreclosure of the assessment lien under the rules adopted by the Texas Supreme Court for expedited foreclosure proceedings. The Association's Assessment lien may not be foreclosed, however, until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's Assessment lien, and (ii) provided each such lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the lienholder receives the notice. The notice to lienholders must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's Assessment lien.

(b) Recovery of a personal judgment against the Current Owner and, where different, from the Delinquent Owner or from the Current Owner only, for all amounts owing arising from the unpaid Assessments and their collection, including all attorney fees and costs.

The Association will have the power to bid on the property at a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with it. On the written request of any Mortgagee, the Association will report to the Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.

8.07. **Association Budget Deficits.** If, at any time during the five-year (5-year) period following the date this Declaration is recorded, the amounts collected by the Association under this Article prove inadequate to fund the Association's obligations under the Restrictions, then Declarant may loan the Association such budget deficit amount, to be repaid by the Association with interest at the rate of ten percent (10%) per annum, from Assessments collected by the Association.

ARTICLE 9 EASEMENTS

9.01. **Reserved Easements.** All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made before the Property became subject to this Declaration are incorporated by reference and made a part of this Declaration for

all purposes as if fully set forth in this Declaration 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 conveying any part of the Property. During the Development Period, Declarant reserves the right to make changes in and additions to the easements for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for public-utility purposes (including without limitation gas, water, electricity, telephone, and drainage) in favor of any Person along any front, rear, or side boundary line of any Lot, which easements will have a maximum width of ten (10) feet (however, easements alongside yard lot lines will straddle the lot lines with five (5) feet on each of the adjoining Owner's Lots).

9.02. **Installation and Maintenance.** There is created by this Declaration, for the benefit of the City and other governmental entities and public utilities with jurisdiction over or providing utility services to the Subdivision, an easement on, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities (including but not limited to water, wastewater, gas, telephones, electricity lines, and related appurtenances) and for conducting authorized official governmental business. By virtue of this easement, it will be expressly permissible for the utility companies and other entities supplying utility service to install and maintain pipes, wires, conduits, service line, or other utility facilities or appurtenances on, above, across, and under the Property, within the public-utility easements from time to time existing and from service lines situated within the easements to the point of service on or in any Improvement. Despite any provision contained in this Section, no electrical lines, water lines, or other utilities or appurtenances may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing services to the Subdivision and governmental entities conducting authorized official governmental business within the Property will have the right to remove all trees and other obstructions situated within the utility easements shown on the Plat that are obstructing or otherwise precluding accomplishment of the authorized official governmental business, and to trim overhanging trees and shrubs located on portions of the Property abutting the easements. If the City is required to remove any trees or other obstructions in order to accomplish any authorized governmental business within the Property, then the City may assess the reasonable costs and expenses required for the removal to the Association, and the Association will be reimbursed, on written demand, for all costs and expenses from the Owner of the Lot(s) on which the obstructions were located. Any reimbursement required to be paid by any Owner under this Declaration will be deemed a regular Assessment of the Owner and will be paid in accordance with, and secured by the lien described in, Article 8.

9.03. **Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There will be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee, and by Declarant during the Development Period.

9.04. **Surface Areas.** The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area will be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of this vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any of these easement areas.

9.05. **Common Area and Facilities.** Each Owner will have a nonexclusive easement for use and enjoyment in and to all Common Area and Facilities, which will be appurtenant to and will pass with title to each Owner's Lot, subject to the following rights:

(a) The right of the Association to suspend the Owner's right to use the Common Area and Facilities for any period during which an Assessment against the Owner's Lot remains unpaid, and for any period during which the Owner is in violation of any of the Restrictions.

(b) The right of Declarant during the Development Period or the Association, as applicable, to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority, or utility for any purposes and subject to any conditions as may be deemed reasonable by Declarant, in its sole discretion, or, in the case of the Association, approved by a two-thirds (2/3) vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, with the same quorum as required for Special Assessments.

(c) The right of the Association to borrow money for the purpose of improving the Common Area and Facilities and, in furtherance of this purpose, to mortgage the Common Area and Facilities, all in accordance with the Certificate of Formation and Bylaws.

(d) The right of Declarant or the Association, as applicable, to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities.

(e) The right of Declarant or the Association, as applicable, to contract for services with third parties on any terms as Declarant or the Association may determine.

9.06. **Self-Help Easement.** Each Owner grants to the Association an easement on, over, and across its Lot for purposes of investigating and/or curing any violation of the Restrictions.

ARTICLE 10 MISCELLANEOUS

10.01. **Term.** This Declaration, including all of its covenants, conditions, and restrictions, will be effective on the date this Declaration is recorded in the Real Property Records of Tarrant County, Texas, and will continue in effect for a period of thirty (30) years, after which it will be automatically extended for successive periods of ten (10) years each, unless amended or extinguished as set forth in Section 10.02.

10.02. **Amendment; Extinguishment.** This Declaration may be amended or extinguished only in accordance with the provisions of this Section. Notwithstanding anything to the contrary, during the time period since the recording of this Declaration until one hundred and twenty (120) days after seventy-five percent (75%) of the lots comprising the Subdivision have been conveyed to Owners, other than Declarant or Builders, the Declarant shall have the exclusive right to amend or extinguish any provisions of this Declaration by executing a written instrument setting forth such Amendment or extinguishment, and recording the same in the Real Property Records of Tarrant County, Texas. Upon expiration of Declarant's exclusive right to amend or extinguish provisions of this Declaration, the Association may amend or extinguish any provisions of this Declaration by the recording in the Real Property Records of Tarrant County, Texas of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment or extinguishment and certifying that the amendment or extinguishment has been approved by Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes entitled to be cast under Section 6.03.

10.03. **Notices.** Any notice permitted or required to be given by this Declaration will be in writing and may be delivered either by certified mail, return receipt requested, or by personal delivery with a written receipt received. If delivery is made by certified mail, it will be deemed to have been delivered the date on which it was received by the Person to whom the notice was addressed. The address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Association.

10.04. **Governing Law.** The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration will be governed by and interpreted under the laws of the State of Texas.

10.05. **Exemption of Declarant.** Despite any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities will in any way be subject to the control of or under the jurisdiction of the Architectural Committee during the development Period. Without in any way limiting the generality of the preceding sentence, this Declaration will not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices, and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property during the Development Period.

10.06. **Nonliability of Declarant, Architectural Committee and Board Members.** The Declarant, Architectural Committee, Board, and their respective members will not be liable to the Association or to any Owner or to any other Person for any loss, damage, or injury arising from their being in any way connected with the performance of the Architectural Committee's or the Board's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee, the Board, or their members, as the case may be.

10.07. **Assignment of Declarant.** Despite any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of these privileges, exemptions, rights, and duties.

10.08. **Enforcement and Nonwaiver.** Except as otherwise provided in this Declaration, any Owner at its own expense, Declarant, the Association, and the Board will have the right to enforce any and all provisions of the Restrictions. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision. The failure to enforce any provision at any time will not constitute a waiver of the right to enforce the provision or any other provision in the future. Also, the violation of any of the Restrictions by an Owner or the Owner's family, guests, tenants, lessees, occupants, or licensees will authorize the Board, acting on behalf of the Association, to avail itself of any one or more of the following remedies in addition to any other available remedies:

- (a) The imposition of a special charge not to exceed two hundred dollars (\$200.00) per violation, per day.
- (b) The suspension of the Owner's rights to use any Common Area and Facilities or other Association property so long as a violation exists.
- (c) The right to cure or abate the violation and to charge any related expenses to the Owner.
- (d) The right to seek injunctive and any other relief provided or allowed by law against the violation and to recover from the Owner all of the Association's related expenses and costs, including but not limited to attorney fees and court costs. Before the Board may invoke the remedies provided above, it must give notice of the alleged violation to the Owner in the manner specified in Section 10.03 and must give the Owner an opportunity to request a hearing if the Owner is entitled to such hearing under applicable law. If, after the hearing, if a hearing is required by law, or if no hearing is requested where the Owner is entitled to a hearing and the deadline for requesting a hearing has passed, the Board determines that a violation exists, the Board's right to proceed with the listed remedies will become absolute. Each day a violation continues will be deemed a separate violation. All unpaid special charges imposed under this Section for violation of the Restrictions will be the personal obligation of the Owner of the Lot for which the special charge was imposed and will become a lien against the Lot and all

Improvements on it. The liens will be deemed to have arisen prior to any declaration of homestead and the Association may enforce payment of the special charges in the same manner as provided in Article 8. Despite any provision in this Section to the contrary, the Board will not be required to afford an Owner a hearing before the filing of a lawsuit to collect past-due Assessments, and costs of collection.

10.09. **Construction.** The provisions of the Restrictions will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of a provision will not affect the validity or enforceability of any other provision or portion of a provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter. All headings and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles in this Declaration.

10.10 **Bylaws, Policies and Guidelines.** Attached hereto as Exhibit B is a true and correct copy of the Association's Bylaws adopted by the Board. Attached hereto as Exhibit C are the existing Policies and Guidelines adopted by the Association's Board. In the event of any conflicting terms, the Declaration shall control.

EXECUTED as of May 19, 2022.

Bernard E. Lefang
Declarant: Bel Grand Estates Haslet, LLC
By: Bernard E. Lefang
Title: Managing Member

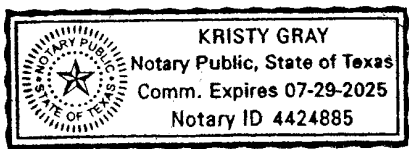
STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 19 day of May 2022 by Bernard E. Lefang, Managing Member of Bel Grand Estates Haslet, LLC.

Kristy Gray
Notary Public, State of Texas

Kristy Gray
Printed Name of Notary Public

My Commission Expires: 7-29-2025





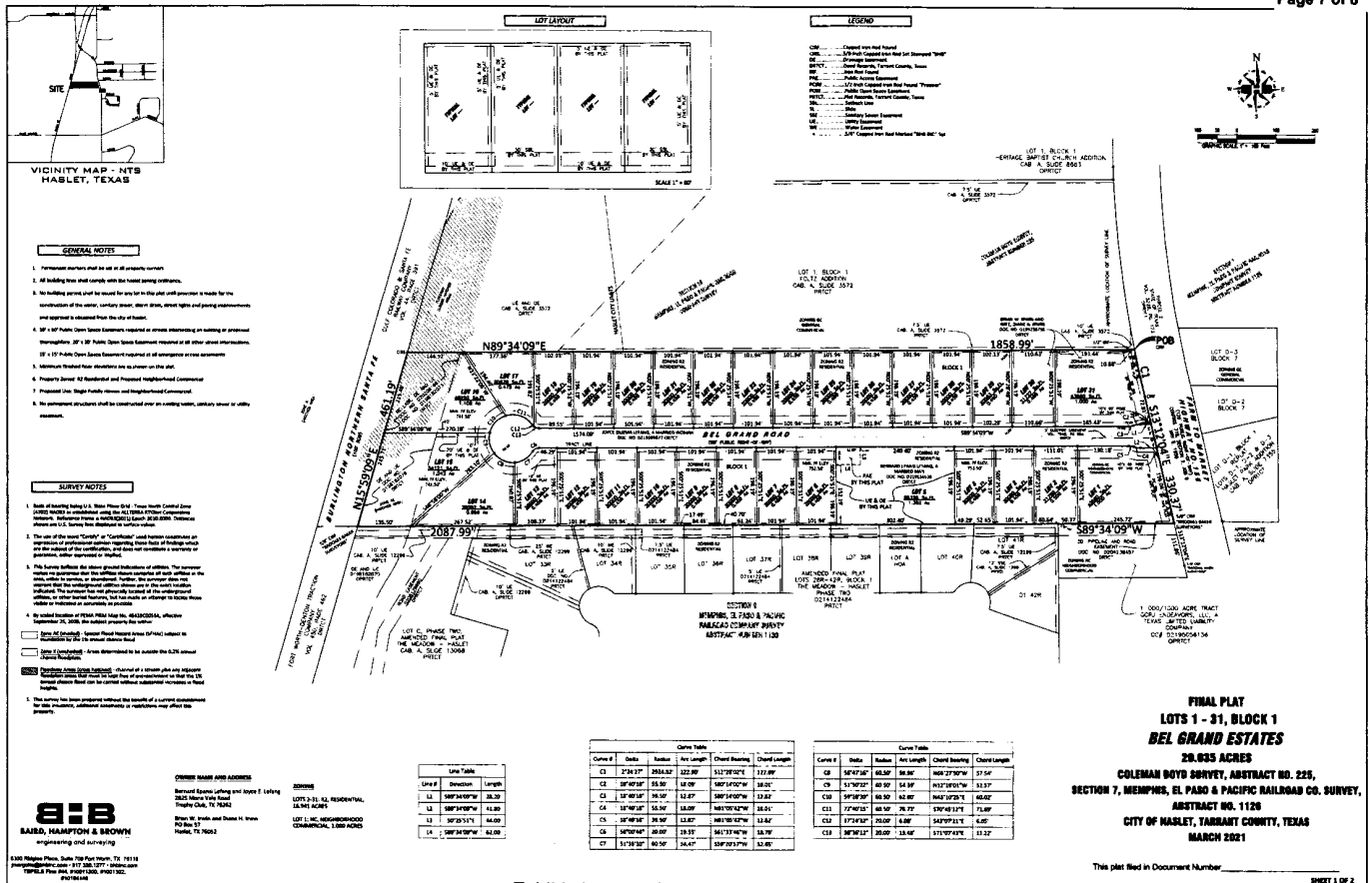
I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas. To verify the authenticity of this copy please visit: https://tarrant.tx.publicsearch.us/verifycert/6exqyaHX

Mary Louise Nicholson Tarrant County Clerk

Digitally signed by Mary Louise Nicholson Date: 2021.10.29 11:58:30 -05:00

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- GENERAL NOTES
1. Easement markers shall be set at all easement corners.
2. All building lines shall comply with the zoning ordinance.
3. No building period shall be used for any lot in this plat unless provided for in the subdivision of the plat.
...
SURVEY NOTES
1. Book of Platting...
2. The use of the word 'Certified'...
3. This survey defines the...
4. In addition to the...
5. This plat has been prepared...

Line Table with columns: Line #, Direction, Length

Curve Table with columns: Curve #, Delta, Radius, Arc Length, Chord Bearing, Chord Length

Curve Table with columns: Curve #, Delta, Radius, Arc Length, Chord Bearing, Chord Length

FINAL PLAT
LOTS 1 - 31, BLOCK 1
BEL GRAND ESTATES
29.835 ACRES
COLEMAN BOYS SURVEY, ABSTRACT NO. 225,
SECTION 7, MEMPHIS, EL PASO & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 1126
CITY OF HASLET, TARRANT COUNTY, TEXAS
MARCH 2021

Exhibit A to Bel Grand Estates Haslet - Declaration of Covenants, Conditions and Restrictions



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas. To verify the authenticity of this copy please visit: https://tarrant.tx.publicsearch.us/verifycert/6exqyaHX

Mary Louise Nicholson Tarrant County Clerk

Digitally signed by Mary Louise Nicholson Date: 2021.10.29 11:58:30 -05:00

D221071836

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SECTION OF PLAT 1 COUNTY OF TARRANT 1. BEING the 05 day of March, 2021. I, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Robert E. Laffey, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledging to me in his own name and in the name of said County and State...

EXHIBIT A to the 6 day of March, 2021. Robert E. Laffey, Notary Public in and for said County and State, on this day personally appeared Robert E. Laffey, known to me to be the person or persons whose name is subscribed to the foregoing instrument...

EXHIBIT B to the 05 day of March, 2021. Robert E. Laffey, Notary Public in and for said County and State, on this day personally appeared Robert E. Laffey, known to me to be the person or persons whose name is subscribed to the foregoing instrument...

EXHIBIT C to the 05 day of March, 2021. Robert E. Laffey, Notary Public in and for said County and State, on this day personally appeared Robert E. Laffey, known to me to be the person or persons whose name is subscribed to the foregoing instrument...

EXHIBIT D to the 05 day of March, 2021. Robert E. Laffey, Notary Public in and for said County and State, on this day personally appeared Robert E. Laffey, known to me to be the person or persons whose name is subscribed to the foregoing instrument...

These are Robert E. Laffey, Esq., Notary Public in and for said County and State, on this day personally appeared Robert E. Laffey, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledging to me in his own name and in the name of said County and State...

THE CITY OF HASLET SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF ANY CONTRACTS, AGREEMENTS, COVENANTS, RESTRICTIONS, EASEMENTS, RIGHTS, CONDITIONS, OR OTHER INSTRUMENTS, AGREEMENTS, COVENANTS, RESTRICTIONS, EASEMENTS, RIGHTS, CONDITIONS, OR OTHER INSTRUMENTS...

STANDARD NOTES

ANY PUBLIC UTILITY INCLUDING THE CITY OF HASLET SHALL HAVE THE RIGHT TO HAVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCE, TREE, SHRUB, OR OTHER STRUCTURE OR PLANT ON PLANT OF ANY TYPE EXCEPT AS MAY BE OTHERWISE PROVIDED BY LAW...

NO CONSTRUCTION SHALL BE ALLOWED WITHIN ANY FLOODPLAIN EASEMENT WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER. IN ORDER TO OBTAIN SUCH APPROVAL, THE FLOODPLAIN EASEMENT HOLDER SHALL SUBMIT TO THE CITY ENGINEER A FLOODPLAIN EASEMENT APPLICATION...

FLOODPLAIN EASEMENT BUYER AGREEMENTS: ANY FLOODPLAIN EASEMENT BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES...

FLOODPLAIN RESTRICTIONS: NO CONSTRUCTION SHALL BE ALLOWED WITHIN A FLOODPLAIN EASEMENT WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, AND THIS ONLY AFTER OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES...

SURVEYOR'S CERTIFICATION

I, Linda S. Hargrett, as hereby declared and prepared this plat from an actual survey on the ground, and that the survey was conducted in accordance with the laws and regulations of the State of Texas, and that the survey was conducted in accordance with the laws and regulations of the State of Texas...

DATE OF SURVEY: March 05, 2021

FINAL PLAT LOTS 1 - 31, BLOCK 1 BEL GRAND ESTATES 28.635 ACRES COLEMAN BOYD SURVEY, ABSTRACT NO. 228, SECTION 7, MEMPHIS, EL PASO & PACIFIC RAILROAD CO. SURVEY, ABSTRACT NO. 1126 CITY OF HASLET, TARRANT COUNTY, TEXAS MARCH 2021

Barrett Equine Laffey and Sons E Laffey 2023 Moore Way Road Temple, TX 76788

Whereas the Planning and Zoning Commission of the City of Haslet, Texas, voted affirmatively to recommend approval of this Plat for the City Council. Whereas the City Council of the City of Haslet, Texas, voted affirmatively to approve this Plat for filing of record.

**BYLAWS OF
BEL GRAND ESTATES HOA**

**ARTICLE 1
DEFINITIONS**

1.1. **Declaration.** “Declaration” means the Declaration of Covenants Conditions and Restrictions being filed for record in the Real Property Records of Tarrant County, Texas, including any amendments that may be made from time to time in accordance with its terms.

1.2. **Manager.** “Manager” means any professional manager or management company with whom the Association contracts for the day-to-day management of the Subdivision or the administration of the Association.

1.3. **Subdivision.** “Subdivision” means the Bel Grand Estates of the City of Haslet, a subdivision in Tarrant County, Texas, including all improvements and structures on the land, and all easements, rights, and appurtenances to the land, as such term is defined in the Declaration or the Plat.

1.4. **Other Terms.** Capitalized terms used in these Bylaws have the same meaning given them in the Declaration, which is incorporated by reference and made a part of these Bylaws.

**ARTICLE 2
APPLICABILITY OF BYLAWS**

2.1. **Corporation.** The provisions of these Bylaws constitute the Bylaws of Bel Grand Estates HOA, a Texas nonprofit corporation (“**Association**”).

2.2. **Applicability.** The provisions of these Bylaws are applicable to the Subdivision as defined in the Declaration.

2.3. **Personal Application.** All present or future Owners, present or future tenants, their employees, or other Persons that use the facilities of the Subdivision in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Lots of the Subdivision, or the act of occupancy of any of the Lots, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

**ARTICLE 3
OFFICES**

3.1. **Principal Office.** The principal office of the Association will be located at 2825 Mona Vale Rd., Trophy Club, Texas 76262. The location of the principal office may be changed from time to time by the Board.

3.2. **Registered Office and Registered Agent.** The Association will have and will continuously maintain in the State of Texas a registered office and a registered agent whose office will be the same as the registered office, as required by the Texas Business Organizations Code (the “Act”). The registered office may be, but need not be, the same as the principal office of the corporation. The address of the registered office may be changed from time to time by the Board.

ARTICLE 4 QUALIFICATIONS FOR MEMBERSHIP

4.1. **Membership.** Every Owner of a Lot will automatically be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Lot. In cases where more than one Person owns a fee interest in a Lot, all such Persons will arrange among themselves for one of them to exercise the voting rights attributable to their Lot. Membership of a Member in the Association will automatically terminate when the Member ceases to be an Owner. The termination, however, will not release or relieve the Member from any liability or obligation under the Restrictions that was incurred during the Member’s period of ownership of a Lot.

4.2. **Proof of Member.** The rights of membership will not be exercised by any Person until satisfactory proof has been furnished to the Secretary of the Association that the Person is qualified as a Member. This proof may consist of a copy of a duly executed and acknowledged deed or title-insurance policy evidencing ownership of a Lot. A deed or policy will be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

4.3. **No Additional Qualifications.** The sole qualification for membership will be the ownership of a Lot. No initiation fees or dues will be assessed against any Person as a condition of membership.

4.4. **Certificates of Membership.** The Board may provide for the issuance of certificates evidencing membership in the Association in such form as may be determined by the Board.

4.5. **Payment of Assessments.** The rights of membership in the Association are subject to the timely payment of Assessments levied by the Association, the obligation of which Assessments is imposed against the Owner of and becomes a lien upon each Lot against which such Assessments are made as provided by Article 8 of the Declaration, the same being incorporated herein and made a part hereof.

ARTICLE 5 VOTING RIGHTS

5.1. **Allocation.**

(a) There shall be two (2) classes of membership for the purposes of voting on any Association matter. Each Owner of a Lot, excluding Declarant, will be a Class A Member with such Owner(s) of a Lot having one (1) vote for each Lot. The Declarant shall be the only Class B Member, having ten (10) votes for each Lot the Declarant owns in the Subdivision until the earliest of the following listed events occur (such time period from date of formation of Association to the first of the following events listed below being referred to herein as the “**Class B Control Period**”):

- (i) Declarant has conveyed all Lots to Owners;
- (ii) Declarant voluntarily converts the Class B Membership to a Class A Membership by written instrument recorded in the Real Property Records of Tarrant County, Texas; or
- (iii) One hundred twenty (120) days after seventy-five percent (75%) of all Lots in the Subdivision have been conveyed to Owners, other than Declarant and Builders.

(b) Upon termination or expiration of the Class B Control Period, the Declarant shall be a Class A Member, entitled to one (1) vote for each Lot owned in the Subdivision.

(c) Notwithstanding anything in these Bylaws to the contrary, during the time period in which Class B Membership exists, the Class B Member shall have the sole right (but not the obligations), in its sole discretion, to control, perform and/or conduct any or all of the following:

1. To delete, add to, or amend provisions of this Declaration, Bylaws, Association Rules, Architectural Committee Rules, Policies and Guidelines and any other Dedicatory Instruments made or adopted by the Association as necessary to promote the planned development, construction, and marketing of Lots;
2. Establish, increase, or reduce the amount of any Assessment;
3. Approve capital improvements to the Property, use reserve funds to pay for any expenses the Class B Member deems necessary, and to obtain goods or service for the Association;
4. Establish and change the banking arrangements of the Association;
5. Approve or amend any budget of the Association;
6. Approve major repairs or replacements of capital expenditures for Common Area and Facilities;
7. Establish and change the number of Directors comprising the Board, and to remove and appoint Directors outside the election process of Directors;
8. Make, renegotiate, or terminate any contract to which the Association is a party;
9. Engage in legal proceedings of any kind on behalf of the Association except foreclosures for unpaid Assessments; and
10. Void or veto any resolution, action, or policy of the Board or any Committee created by the Board which did not first receive the prior written approval of the Class B Member.

The Class B Member's rights set forth above are absolute, may be exercised in its sole discretion, and

do not require the approval, consent or joinder of any Owner, Member, Director, the Board, or any Committee created by the Board.

5.2. **Manner of Voting.** At all meetings of Members, each Member, subject to Section 4.1, may vote in person, by a legitimate proxy in form approved by the Board, by absentee ballot, or by electronic ballot. All proxies must be in writing and filed with the Secretary of the Association before any Member may vote by proxy. Every proxy will be revocable and will automatically cease on conveyance by the Member of the Member's Lot or on receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of the Member. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

5.3. **Quorum.** Except as otherwise specifically provided in the Declaration or the Certificate of Formation, the presence, either in person, by proxy, by absentee ballot, or by electronic ballot, at any meeting of Members entitled to cast at least fifty-one percent (51%) of the total voting power of the Association will constitute a quorum for any action; however, an absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time no less than five (5) days or more than thirty (30) days from the meeting date.

5.4. **Required Vote.** The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, by absentee ballot, or by electronic ballot, at a meeting at which a quorum is present will be the act of the Members, unless the vote of a greater number is required by statute, the Declaration, or the Certificate of Formation; however, an absentee or electronic ballot may not be counted, even if properly delivered, if the Member actually attends the meeting to vote in person and does so cast a vote at the meeting, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

5.5. **Absentee Ballots.** A solicitation for votes by absentee ballot must include (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action, (b) instructions for delivery of the completed absentee ballot, including the delivery location, and (c) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you want to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

5.6. **Electronic Ballots.** An electronic ballot means a ballot (a) given by electronic mail, fax, or posting on an Internet website, (b) for which the identity of the Member submitting the ballot can be confirmed, and (c) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on an Internet website, a notice of the posting will be sent to each Member with instructions on obtaining access to the posting on the website.

ARTICLE 6 MEETINGS OF MEMBERS

6.1. **Annual Meeting.** The first meeting of the Members of the Association will be held within one hundred twenty (120) days after the closing of the sale of seventy-five percent (75%) of the Lots to Owners, other than the Declarant or Builders, unless the Board sets such Annual Meeting sooner. After the first meeting, the annual meeting of the Members of the Association will be held on the second Tuesday of April of each succeeding calendar year unless otherwise determined by the Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

6.2. **Special Meeting.** Special meetings of the Members may be called by the President of the Association, by the Board, or by Members representing at least twenty percent (20%) of the total voting power of the Association unless otherwise required by law.

6.3. **Place.** Meetings of the Members will be held within the Subdivision or at a meeting place as close to the Subdivision as possible, as permitted by law and specified by the Board in writing. Meeting of Members may also be held remotely by telephonic or electronic communication pursuant to Section 12.2 (b) and (c) of these Bylaws.

6.4. **Notice of Meetings.** Written notice of all Members' meetings will be given by or at the direction of the Secretary of the Association or such other Persons as may be authorized to call the meeting, by mailing or personally delivering a copy of the notice at least ten (10) but no more than sixty (60) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. Notice to Members may also be given by electronic transmission as provided in Section 12.2 (b) and (c) of these Bylaws. The notice must specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

6.5. **Order of Business.** The order of business at all meetings of the Members will be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Election of directors.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Unfinished business.
- (h) New business.

6.6. **Action Without Meeting.** Any action that must or may be taken at a meeting of the Members, other than the election of Directors, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the requisite number or voting power of the Members and filed with the Secretary of the Association. A Member can consent to an action to be taken by electronic mail (e-mail). Consent by e-

mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Member and the date on which the Member transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Member may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

6.7 **Class B Member Control.** Curing the Class B Control Period, Declarant shall have the right to disapprove and veto any action or policy adopted by the Members, notwithstanding anything in the Restrictions (which includes these Bylaws) to the contrary.

ARTICLE 7 BOARD OF DIRECTORS

7.1. **Governing Body; Composition.** The affairs of the Association will be governed by a Board of Directors ("**Board**"), subject to the special rights of the Class B Member in Section 5.1 (c) of these Bylaws. Each Director will have one equal vote. In the case of a Member that is not a natural Person, any officer, director, partner, member, manager, employee, or fiduciary of the Member will be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by the Member, provided that no Member may have more than one representative on the Board at a time.

7.2. **Number.** The number of Directors of the Association will be at least three (3) and not more than seven (7). The number of Directors authorized will be fixed as the Board may from time to time designate, or if no designation has been made, the number of Directors will be the same as the number of members of the initial Board as set forth in the Certificate of Formation. No decrease in the number of Directors will have the effect of shortening the term of any incumbent Director.

7.3. **Term.** The initial Directors are: Bernard E. LeFang, Joyce E. LeFang, and John P. Lendvai Except as otherwise set forth in these Bylaws and in the Declaration, each Director will serve a term of two (2) years and may serve an unlimited number of consecutive terms. At the conclusion of the scheduled term of the Persons appointed as the initial Directors by the Certificate of Formation, successor Directors will hold office for staggered terms of three (3) years, two (2) years, and one (1) year, respectively, until their successors are elected and qualified.

7.4. **Removal.** Directors may be removed, with or without cause, by the Members at a special meeting of the Members duly called for that purpose. Notice of the meeting must be given to all Directors. If the Board is presented with written, documented evidence from a database or other record maintained by a law enforcement authority that a Director has been convicted of a felony or crime involving moral turpitude, the

Director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

7.5. **Vacancies.** If the office of any Director becomes vacant by reason of death, disability, resignation, or retirement, the remaining Directors will choose a successor to fill the unexpired term of the directorship being vacated at a special meeting called for that purpose. If the office of any Director becomes vacant by reason of disqualification, removal from office, or otherwise, the Members, at a special meeting of the Members duly called for that purpose, will choose a successor to fill the unexpired term of the directorship being vacated. At the expiration of the term of his or her position on the Board, any successor Director chosen by the remaining Directors or by the Members will be reelected or his or her successor will be elected in accordance with these Bylaws. Any directorship to be filled by reason of an increase in the number of Directors will be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

7.6. **Compensation.** A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties, otherwise no Director shall be paid or given any compensation for her/his services as a Director.

7.7. **Powers and Duties.** The Board will have the powers and duties, as necessary or incidental for the administration of the Association's affairs, performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Certificate of Formation, and as provided by applicable law, including but not limited to:

- (a) preparing and adopting, in accordance with related provisions of the Declaration and these Bylaws, an annual budget establishing the Association's estimated expenses for its operation;
- (b) levying and collecting such Assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Common Areas and Facilities;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association, provided any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending Association Rules in accordance with the Declaration and these Bylaws;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) contracting for repairs, additions, and Improvements to or alterations of the Common Areas

and Facilities;

(i) enforcing by legal means the provisions of the Restrictions, including the Declaration, these Bylaws and Rules adopted by the Board, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in these Bylaws and/or in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the costs of all services rendered to the Association;

(l) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Association's governing documents and other books, records, and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Subdivision;

(o) indemnifying a Director, Officer or Committee member, or former director, officer, or committee member of the Association to the extent such indemnity is required or permitted under Texas law or the governing documents;

(p) assisting in the resolution of disputes between Owners and others without litigation as may be set forth herein and/or in the Declaration; and

(q) all other powers as may be necessary or incidental for establishing, operating, and maintaining the Subdivision and Association as provided in the Declaration and these Bylaws.

7.8. Nomination and Election of Directors.

(a) Nomination. Except as provided in Section 7.11 below, nomination for election to the Board will be made from the floor at the annual meeting of the Members, or the Members may appoint a nomination committee before the annual meeting of the Members for the purpose of soliciting Members to serve as a member of the Board and presenting to the Members before the annual meeting a list of all the interested Members. Following expiration of the Class B Control Period, only Members may be nominated and elected or appointed to the Board; however, no two (2) or more Persons owning the same Lot may serve on the Board for the same term.

(b) Election. Except as provided in Section 7.11 below, Directors are elected at the annual meeting of Members. Members or their proxies may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of these Bylaws. The nominees receiving the highest number of votes will be elected. Cumulative voting is prohibited.

7.9. **Standard of Care.** Except as otherwise provided in the Declaration, elsewhere in these Bylaws, or in the Act, the Board will act in all instances on behalf of the Association if in the good-faith judgment of the Board the action is reasonable.

7.10. **Manager.** If the Board determines that it is in the Association's best interest to hire a Manager for the Subdivision to facilitate management of the Subdivision or the administration of the Association, the Board may delegate to a Manager responsibility for matters of a routine nature, renewable by agreement of the parties for successive one-year (1-year) periods only. The Manager will be subject to termination by either party with or without cause and without payment of a termination fee on no more than thirty (30) days' written notice.

7.11. **Directors During Class B Control Period.** Notwithstanding anything in these Bylaws to the contrary:

(a) All Directors shall be appointed and removed, including appointment of a vacant Director position, by the Class B Member until the events described in subparagraph (b) have occurred. The Class B Member may appoint any Person to serve as a Director (the "**Declarant Appointee**"), even if not a Member and even if any or all Declarant Appointees reside in the same household;

(b) In no event more than ten (10) years from date the Declaration is recorded and within 120 days after 75% of the Lots have been conveyed to Owners, other than to Declarant and to Builders, then one-third (1/3rd) of the number of Directors comprising the Board shall be elected by the Owners, other than Declarant, with the remaining Directors serving being Declarant Appointees. The Board shall cause a Special Meeting of Members to be held within the aforesaid 120-day period referenced above, for the purpose of Owners, other than the Class B Member, electing one-third (1/3rd) of the Directors comprising the Board; and

(c) Within sixty (60) days after Declarant no longer owns any Lot, a Special Meeting of the Members shall be called to elect new Directors to replace the Declarant Appointees. The Directors elected at this Special Meeting of Members shall serve until the next Annual Meeting of Members, whereupon their successors shall be elected. All Directors elected by Members, must be Members of the Association.

ARTICLE 8 OFFICERS

8.1. **Enumeration of Officers.** The Officers of the Association will be a President, a Secretary, and a Treasurer and may include one or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers. Following expiration of the Class B Control Period, the Board may, by resolution, create any other offices it deems necessary or desirable.

8.2. **Term.** During the Class B Control Period, Declarant shall appoint the Officers of the Association, and thereafter the Officers of the Association will be elected annually by the Board and each will hold office for one (1) year, unless the Officer resigns, is removed, or is otherwise disqualified to serve, and until his successor is elected and qualified.

8.3. **Resignation; Removal.** Notwithstanding anything to the contrary, only Declarant shall have authority to remove any officer of the Association, with or without cause. Any Officer may resign at any time by giving written notice to the Board. A resignation will take effect on the date notice is received or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the Association's best interests would be served by the removal, except that the Board during the Class B Control Period will have no authority to remove, and cannot remove, any Officer elected or appointed by Declarant.

8.4. **Multiple Offices.** Any two or more offices may be held by the same Person, except that the same Person may not hold the offices of President and Secretary.

8.5. **Compensation.** Officers will not receive any compensation for services rendered to the Association but shall be reimbursed for their expenses in discharging their duties as Officers.

8.6. **Duties, Obligations, and Authority of the Officers.**

(a) **President.** The President of the Association will perform the following duties:

(1) Preside over all meetings of the Members and of the Board.

(2) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has additionally authorized the signature of another Officer.

(3) Call meetings of the Board whenever he deems it necessary in accordance with the Association Rules and on notice as required by the Declaration.

(4) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge any other duties as may be required of him by the Board.

(5) Prepare, execute, certify, and have recorded all amendments to the Declaration made by the Association.

(b) **Vice President.** The Vice President of the Association will perform the following duties:

(1) Act in the place of the President in the event of the President's absence, inability, or refusal to act.

(2) Exercise and discharge any other duties as may be required of the Vice President by the Board, and in connection with any additional duties, the Vice President will be responsible to the President.

- (c) **Secretary.** The Secretary of the Association will perform the following duties:
- (1) Keep a record of all meetings and proceedings of the Board and of the Members.
 - (2) Keep the seal of the Association and affix it on all papers requiring the seal.
 - (3) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
 - (4) Keep appropriate current records showing the Members together with their addresses.
 - (5) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second signature by the Association, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.
 - (6) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.
- (d) **Treasurer.** The Treasurer of the Association will perform the following duties:
- (1) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
 - (2) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
 - (3) Disburse and withdraw funds as the Board may from time to time direct and in accordance with prescribed procedures.
 - (4) Prepare and distribute the financial statements for the Association required by the Declaration.

8.7. **Qualification.** Upon expiration of the Class B Control Period, only Members will be qualified to serve as Officers of the Association, except for the office of Secretary, which need not be held by a Member. During the term of the Class B Control Period, none of the Persons serving as Officers must be an Owner, and notwithstanding anything to the contrary, Declarant during the Class B Control Period may remove any Officer, without cause, and appoint a replacement.

ARTICLE 9 NO PERSONAL LIABILITY; INDEMNIFICATION

9.1. **No Personal Liability.** To the fullest extent permitted by applicable law, a Director or Officer will not be liable to the Association or its Members for monetary damages for any act or omission in the Director's or

Officer's capacity as such, except that this Section does not eliminate or limit the liability of a Director or Officer to the extent the Director or Officer is found liable for any of the following:

- (a) A breach of the Director's or Officer's duty of loyalty to the Association or its Owners.
- (b) An act or omission not in good faith that constitutes a breach of duty of the Director or Officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law.
- (c) A transaction from which the Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's or Officer's office.
- (d) An act or omission for which the liability of a Director or Officer is expressly provided by an applicable statute.

Any repeal or amendment of this Section by the Members of the Association will be prospective only and will not adversely affect any limitation on the personal liability of a Director or Officer arising from an act or omission occurring before the time of the repeal or amendment. In addition to the circumstances in which a Director or Officer is not personally liable as set forth in the foregoing provisions of this Section, a Director or Officer will not be liable to the Association or its Members to the extent as permitted by any law enacted after these Bylaws, including, but not limited to, any subsequent amendment to the Texas Business Organizations Code.

9.2. **Indemnification.** The Association will indemnify any Person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as defined in Section 9.5) because the Person (a) is or was a Director or Officer of the Association or (b) while a Director or Officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee-benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a Director or Officer under the Texas Business Organizations Code, as it exists or may later be amended. {See *Tex. Bus. Orgs. Code chapter 8.*} This right will be a contract right that will run to the benefit of any Director or Officer who is elected and accepts the position of Director or Officer of the Association or elects to continue to serve as a Director or Officer of the Association while this Section is in effect. Any repeal or amendment of this Section will be prospective only and will not limit the rights of any Director or Officer or the obligations of the Association with respect to any claim arising from or related to the services of a Director or Officer in any of the foregoing capacities before any repeal or amendment of this Section. This right will include the right to be paid or reimbursed by the Association for expenses incurred in defending any proceeding in advance of its final disposition to the maximum extent permitted under the Texas Business Organizations Code, as it exists or may later be amended. If a claim for indemnification or an advancement of costs of defense under these Bylaws is not paid in full by the Association within ninety (90) days after a written claim has been received by the Association, the claimant may bring suit against the Association to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant will also be entitled to be paid the expenses of prosecuting the claim. It will be a defense to any action that the indemnification or advancement of costs of defense is not permitted under the Texas Business Organizations

Code, but the burden of proving this defense will be on the Association. Neither the failure of the Association (including the Board or any committee of the Board, special legal counsel, or Members) to have made its determination before the commencement of an action nor an actual determination by the Association (including the Board or any committee of the Board, special legal counsel, or Members) that the indemnification or advancement is not permissible will be a defense to the action or create a presumption that the indemnification or advancement is not permissible. If any Person having a right of indemnification under the foregoing provisions dies, the right will inure to the benefit of his or her heirs, executors, administrators, and personal representatives.

9.3. **Rights Not Exclusive.** The rights conferred in Section 9.2 are not exclusive of any other right that any Person may have or later acquire under any statute, these Bylaws, the Certificate of Formation, any resolution of Owners or Directors, by agreement, or otherwise.

9.4. **Mandatory Indemnification.** THE ASSOCIATION MAY ADDITIONALLY INDEMNIFY ANY PERSON COVERED BY THE GRANT OF MANDATORY INDEMNIFICATION TO SUCH FURTHER EXTENT AS IS PERMITTED BY LAW AND MAY INDEMNIFY ANY OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY THEN APPLICABLE LAW, THE GRANT OF MANDATORY INDEMNIFICATION TO ANY PERSON UNDER THIS ARTICLE WILL EXTEND TO PROCEEDINGS INVOLVING THE NEGLIGENCE OF THE PERSON.

9.5. **Definition of Proceeding.** As used in these Bylaws, the term “proceeding” means any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, arbitrative, or investigative); any related appeal; and any inquiry or investigation that could lead to such an action, suit, or proceeding.

9.6. **Other.** Contracts or other commitments made by the Board, the Officers, or the Manager will be made by these Persons as agents for the Owners, and the Board, the Officers, and the Manager will have no personal responsibility on any contract or commitment (except as Owners), and the liability of any Owner on a contract or commitment will be limited to the proportionate share of the total liability that each Owner shares with respect to Assessments.

ARTICLE 10 MEETINGS OF DIRECTORS

10.1. **Regular Meetings.** During the Class B Control Period regular meetings of the Board will be held as decided by the Board, and thereafter held quarterly at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board, at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings will be posted at a prominent place within the Common Area and Facilities at least 144 hours prior to the commencement of each regular meeting.

10.2. **Special Meetings.** Special meetings of the Board will be held when called by written notice signed by the President of the Association or by any two (2) Directors at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board. The notice will specify the time

and place of the meeting and the nature of any special business to be considered. Written notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days before the date fixed for the meeting. The written notice must be delivered personally, sent by mail, or sent by fax to each Director at the Director's address as shown in the records of the Association. Notice to Directors may also be given electronically, pursuant to Section 12.2 (b) below. A copy of the notice will be posted in a prominent place or places in the Common Area and Facilities of the Subdivision at least seventy-two (72) hours before the commencement of the meeting.

10.3. **Quorum.** A quorum for the transaction of business by the Board will be a majority of the number of Directors constituting the Board as fixed by these Bylaws.

10.4. **Voting Requirement.** The act of a majority of Directors present at a meeting at which a quorum is present will be the act of the Board unless any provision of any of the Restrictions requires the vote of a greater number.

10.5. **Action Without Meeting.** Any action involving routine or administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the requisite number or voting power of the Directors and filed with the Secretary of the Association. A Director can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Director and the date on which the Director transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Director meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of the Association having custody of the book in which proceedings of Director meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Director may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

10.6. **Open Meetings.** Regular and special meetings of the Board will be open to all Members of the Association; however, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

10.7. **Executive Session.** The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorneys, matters involving the invasion of privacy of individual Members, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any business to be considered in executive session will first be announced in open session. Any decision made in the executive session must be summarized orally and

placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in the executive session.

10.8. **Meeting Minutes.** The Board will keep a record of each regular or special meeting of the Board in the form of written minutes of the meeting. {*Tex. Prop. Code §209.0051(d).*} The Board will make meeting records, including approved minutes, available to the Members for inspection and copying on written request to the Manager at the address appearing on the most recently filed management certificate, or if there is not a Manager, to the Board.

10.9. **Notice to Members.** Except for actions taken by the Board without a meeting under Section 10.5 and meetings held by telephone conference or other similar remote or electronic communication system in which all Persons participating in the meeting can hear each other, Members will be given notice of the date, time, place, and general subject of all regular or special meetings of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice may be (1) mailed to each Member no earlier than sixty (60) days and no later than ten (10) days before the meeting; or (2) provided at least 144 hours before the start of a regular meeting and at least seventy-two (72) hours before the start of the special meeting by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members (i) in a prominent place or places in the Common Area and Facilities of the Subdivision or, with the consent of the applicable Owner, on other conspicuously located privately owned property within the Subdivision, or (ii) on any Internet website maintained by the Association or other Internet media; and (b) sending the notice by electronic mail (e-mail) to each Member who has registered an e-mail address with the Association. Each Member must keep an updated e-mail address registered with the Association. If the Board recesses a regular or special meeting of the Board to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the notice requirements of this Section. If a regular or special meeting of the Board is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board will give notice of the continuation in at least one manner prescribed by this Section within two (2) hours after adjourning the meeting being continued. Any action taken without notice to the Members under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the applicable regular or special meeting, and documented in the minutes of the next regular or special meeting of the Board. Despite anything in these Bylaws to the contrary, the Board may not, without prior notice to the Members under this Section, consider or vote on (1) fines, (2) damage assessments, (3) initiation of foreclosure actions, (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety, (5) increases in Assessments, (6) levying of special Assessments, (7) appeals from a denial of Architectural Committee approval, or (8) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a meeting of the Board to present the Owner's position, including any defense, on the issue.

10.10 **Class B Member Right To Veto.** Notwithstanding anything to the contrary in these Bylaws, the Class B Member during the Class B Control Period shall have the right to disapprove and veto any action or policy of the Association, Board or any Committee, and no action, policy or resolution so vetoed by the Class B Member shall be effective or enforceable.

ARTICLE 11 BOOKS AND RECORDS

11.1. **Maintenance.** Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees will be kept at the Association's registered office or principal office in the State of Texas. A record containing the names and addresses of all Members entitled to vote will be kept at the Association's registered office or principal office in the State of Texas.

11.2. **Inspection.** The Restrictions and other items listed in Section 6.04(c) of the Declaration will be available for inspection and copying by any Member or any Director for any proper purpose upon the terms and conditions and subject to the requirements of Texas Property Code section 209.005 (or any successor statute).

ARTICLE 12 GENERAL PROVISIONS

12.1. **Amendment of Bylaws.** These Bylaws may be amended, altered, or repealed:

(a) **By Declarant.** Until expiration or termination of the Class B Control Period, Declarant may unilaterally repeal or amend these Bylaws for any purpose by executing and recording in the Real Property Records of Tarrant County, Texas an instrument evidencing the amendments to these Bylaws approved by Declarant and if necessary, by the Board.

(b) **By Members.** Following the expiration or termination of the Class B Control Period, these Bylaws may be repealed or amended at a regular or special meeting of the Members by the affirmative vote in person or by proxy of Members representing sixty-seven percent (67%) or more of the total of all votes allocated to all Members; however, these Bylaws will not be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration. Members may not meet to adopt an amendment or other change to these Bylaws unless the Association or Board has given to each Owner a document showing the specific amendment or other change that would be made to the Bylaws no earlier than sixty (60) days and no later than ten (10) days before the date of the meeting. The information is considered to have been given to an Owner on the date the information is personally delivered to the Owner, as shown by a receipt signed by the Owner, or on the date shown by the postmark on the information after it is deposited in the U.S. mail with a proper address and postage paid. If any proposed amendment to these Bylaws would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

12.2. **Notices.**

(a) Any notice, demand, or other communication required to be given or to be served on any Person must be in writing and delivered to the Person to whom the notice is directed (1) in person, (2) by U.S. mail, registered or certified, return receipt requested, (3) by a nationally recognized overnight delivery service, or (4) by e-mail. Notices, demands, or other communications delivered by mail will be deemed given and received when deposited in a post office or other depository under the care or custody of the U.S. Postal

Service, enclosed in a wrapper, addressed properly, and with proper postage affixed. Any notice, demand, or other communication given other than by certified or registered mail, return receipt requested, will be deemed to have been given and received when delivered to the Person at the Person's current address as reflected in the records of the Secretary.

(b) On the consent of any Person, notice from the Association may be given to the Person by electronic transmission. Any Person may specify the form of electronic transmission to be used to communicate notice. The Person may revoke this consent by written notice to the Association. The consent is deemed to be revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices, and the Person responsible for delivering notice on behalf of the Association knows that delivery of these two (2) electronic transmissions were both unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of consent does not invalidate a meeting or other action. Notice by electronic transmission is deemed given when the notice is (1) transmitted to a fax number provided by the Person for the purpose of receiving notice, (2) transmitted to an e-mail address provided by the Person for the purpose of receiving notice, (3) posted on an electronic network and a message is sent to the Person at the address provided by the Person for the purpose of alerting the Person of a posting, or (4) communicated to the Person by any other form of electronic transmission consented to by the Person.

(c) Directors and Members may participate in, and hold a meeting by means of, a telephone conference or other similar remote or electronic-communication system by means of which all Persons participating in the meeting can hear each other. Participation in a meeting involving remote communication will constitute presence in person at the meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, if (1) the Association implements reasonable measures to verify that each Person considered present and permitted to vote at the meeting by means of remote communication is the appropriate Person entitled to participate and vote, (2) the Association implements reasonable measures to provide the Directors and Members at the meeting by means of remote communication a reasonable opportunity to participate in the meeting and to vote on matters submitted, including an opportunity to read or hear the proceedings of a meeting substantially concurrently with the proceedings, and (3) the Association maintains a record of any vote or other action taken at the meeting by means of remote communication.

12.3. Rules.

(a) The initial Association Rules, if, as, and when adopted, will be effective until amended or supplemented by the Board of Directors, and are in addition to any rules and regulations or other restrictions on use set forth in the Declaration.

(b) Subject to Section 10.10 above, the Board, under these Bylaws and the Declaration, reserves the power to establish, make, and enforce compliance with any additional Association Rules as may be necessary for the operation, use, and occupancy of the Subdivision with the right to amend them from time to time, provided they do not conflict with this Declaration. Copies of these Association Rules must be furnished to each Owner before the date when they become effective. If any proposed amendment to the Association Rules would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

12.4. **Abatement and Enjoinment.** The violation of any Association Rule promulgated by the Board, or the breach of any of these Bylaws, or the breach of any provision of the Declaration will give the Board the right, in addition to any other rights set forth in the Declaration or in these Bylaws, to do the following:

(a) To enter the Lot in which, or as to which, the violation or breach exists and to (1) summarily abate and remove, at the expense of the Owner of the defaulting Lot, any Person, structure, thing, or condition that may exist contrary to the intent and meaning of the provisions of the Declaration or these Bylaws, and the Board will not be deemed guilty in any manner of trespass, and (2) expel, remove, and put out such Person, structure, thing, or condition, using any force as may be necessary in so doing, without being liable to prosecution or any damages.

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

12.5. **Attestation.** Adopted by the initial Directors of the Board, on January 19, 2022, and to be effective when recorded in the Real Property Records of Tarrant County, Texas.

ATTEST: Bernard LeFang
Bernard E. LeFang
Initial Director

ATTEST: Joyce LeFang
Joyce E. LeFang
Initial Director

ATTEST: John Lendvai
John P. Lendvai
Initial Director

**BEL GRAND ESTATES HOA
ARCHITECTURAL GUIDELINES
FOR THE DISPLAY OF CERTAIN RELIGIOUS ITEMS**

1. These Architectural Guidelines for the Display of Certain Religious Items (“Guidelines”) are promulgated in accordance with Texas Property Code Section 202.018 and supersede any guidelines relating to the display of religious items that may have previously been in effect. These Guidelines will be effective when recorded in the Real Property Records of Tarrant County, Texas.
2. Any capitalized term in these Guidelines that is not defined in these Guidelines will have the meaning set forth in, as applicable, (a) the Declaration of Covenants, Conditions, and Restrictions for Bel Grand Estates Haslet (as amended or restated from time to time), or (b) the Bylaws of Bel Grand Estates HOA, a Texas nonprofit corporation (as amended or restated from time to time).
3. Approval from the Architectural Committee is not required for displaying religious items in compliance with these Guidelines.
4. An Owner may display or attach to the Owner’s Lot or Living Unit one or more religious items that display the Owner’s or resident’s sincere religious belief and such religious items meet all of the requirements stated below:
 - (a) does not threaten public health or safety;
 - (b) does not violate any law, other than a law prohibiting the display of religious speech;
 - (c) does not contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
 - (d) is not on any Common Area and Facilities;
 - (e) does not violate any applicable building line, right of way, setback, or easement; and
 - (f) is not attached to any traffic control device, streetlamp, fire hydrant, or utility sign, pole or fixture.

**BEL GRAND ESTATES HOA
ARCHITECTURAL GUIDELINES FOR
THE INSTALLATION OF FLAGPOLES AND THE DISPLAY OF FLAGS**

These Architectural Guidelines for the Installation of Flagpoles and the Display of Flags (“Guidelines”) are promulgated in accordance with Texas Property Code Section 202.011 and supersede any guidelines relating to the installation of flagpoles or flag displays that may have previously been in effect. These Guidelines will be effective when recorded in the Real Property Records of Tarrant County, Texas.

1. **Definitions.** Any capitalized term in these Guidelines that is not defined in these Guidelines will have the meaning set forth in, as applicable, (a) the Declaration of Covenants, Conditions, and Restrictions for Bel Grand Estates Haslet (as amended or restated from time to time), or (b) the Bylaws of Bel Grand Estates HOA, a Texas nonprofit corporation (as amended or restated from time to time).

2. **Committee Approval.**

(a) **Not required.** Advance written approval from the Architectural Committee is not required for displaying the following flags in compliance with these Guidelines (each a “**Permitted Flag**” and collectively “**Permitted Flags**”):

- (1) the flag of the United States of America;
- (2) the flag of the State of Texas;
- (3) an official or replica flag of any branch of the United States armed forces; and
- (4) flags for schools, sports teams, or family monogram.

(b) **Required.** Advance written approval from the Architectural Committee is required for the following:

- (1) the display of flags, pennants, banners, kits, or similar types of displays other than Permitted Flags, if the display is visible from a street or Common Area and Facilities;
- (2) the installation of any freestanding flagpole; and
- (3) the installation of any illumination associated with the display of any flag, including Permitted Flags.

(c) **Reasonable approval.** Approval under Section 2(b) will not be unreasonably withheld, conditioned, or delayed as long as display or installation complies with the provisions of these Guidelines.

3. **Guidelines for Displaying Flags.**

(a) **Generally.**

- (1) Flags must be displayed from a flagpole. Flags may not be draped over or directly attached to

any Improvement. For example, a Permitted Flag may not be laid across a fence, stapled to a garage door, or attached to any tree or other vegetation.

(2) Only one flag may be displayed on a flagpole attached to an Improvement. Up to two (2) flags may be displayed on an approved freestanding flagpole that is at least fourteen feet (14') tall.

(3) The display of any flag must comply with applicable zoning ordinances, easements, and setbacks of record.

(4) Any flag flown or displayed on a freestanding flagpole may be no smaller than three feet (3') by five feet (5') in size, and no larger than four feet (4') by six feet (6') in size.

(5) Any flag flown or displayed on a flagpole attached to an Improvement may be no larger than three feet (3') by five feet (5') in size.

(6) A displayed flag must be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed.

(b) United States Flag. The flag of the United States must be displayed from a flagpole in accordance with 4 U.S.C. Sections 5-10.

(c) Texas Flag. The flag of the State of Texas must be displayed from a flagpole in accordance with Chapter 3100 of the Texas Government Code.

(d) Illumination of Flags. The illumination of a flag is allowed as long as it does not create a disturbance to other Owners in the Subdivision. Solar-powered, pole-mounted light fixtures are preferred as opposed to ground-mounted light fixtures. Compliance with all municipal requirements for electrical ground-mounted installations must be certified by the Owner. Flag illumination may not shine into another Living Unit. Neighbor complaints about flag illumination are a basis to prohibit further illumination until the Owner resolves the complaint.

4. Guidelines for Flagpoles.

(a) Use. Flagpoles are allowed solely for the purpose of displaying flags. If a flagpole is no longer used on a daily basis, it must be removed.

(b) Number. Only one flagpole is allowed per Lot.

(c) Location.

(1) The location of flagpoles must comply with applicable zoning ordinances, easements, and setbacks of record.

(2) Any freestanding flagpole must be located in an area that is set back from all property boundaries a distance at least equal to the height of the flagpole.

(3) Flagpoles may not be installed in Common Area and Facilities or property maintained by the Association.

(d) Installation.

(1) A flagpole can either be securely attached to the face of an Improvement or be a freestanding flagpole.

(2) A flagpole attached to an Improvement may not exceed six feet (6') in length and must be securely attached with a bracket with an angle of thirty degrees (30°) to forty-five degrees (45°) down from vertical. The flagpole must be attached in a way that does not damage the Improvement.

(3) A freestanding flagpole may not extend higher than or beyond the roofline of the adjacent Improvements or twenty feet (20') in height (inclusive of any ornamental caps), whichever is less.

(4) Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered, or "quiet halyard" flag snaps installed. Neighbor complaints about noisy halyards are a basis to have a flag removed until the Owner resolves the complaint.

(e) Construction. All flagpoles must be constructed of permanent, long-lasting materials. The materials used for the flagpole must be harmonious with the Improvement and have a finish appropriate to the materials used in the construction of the flagpole.

(f) Maintenance. Flagpoles must be maintained in good condition at all times. Any flagpole that is structurally unsafe or deteriorated must be repaired, replaced, or removed.

**BEL GRAND ESTATES HOA
ARCHITECTURAL GUIDELINES FOR THE INSTALLATION
OF RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS**

1. These Architectural Guidelines for the Installation of Rain Barrels or Rainwater Harvesting Systems are promulgated in accordance with Texas Property Code Section 202.007 and supersede any guidelines relating to the regulation of rain barrels or rainwater harvesting systems that may have previously been in effect. These Guidelines will be effective when recorded in the Real Property Records of Tarrant County, Texas.
2. Any capitalized term in these Guidelines that is not defined in these Guidelines will have the meaning set forth in, as applicable, (a) the Declaration of Covenants, Conditions, and Restrictions for Bel Grand Estates Haslet (as amended or restated from time to time), or (b) the Bylaws of Bel Grand Estates HOA, a Texas nonprofit corporation (as amended or restated from time to time).
3. Rain barrels or rainwater harvesting systems and related system components (collectively, "Rain Harvesting System") may be installed only after receiving written approval from the Architectural Committee. Approval will not be unreasonably withheld, conditioned, or delayed as long as the installation complies with the provisions of these Guidelines.
4. No Rain Harvesting System may be installed on or within Common Area and Facilities or any area maintained by the Association.
5. Under no circumstances may a Rain Harvesting System be installed or located in or on any area within a Lot that is between the front of the Owner's Living Unit and an adjoining or adjacent street.
6. Other than gutters and downspouts conventionally attached to a Living Unit or appurtenant Improvement, all components of a Rain Harvesting System, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes, or hoses, must be substantially screened from public view from any street or Common Area and Facilities. Screening may be accomplished by one of the following:
 - (a) placing equipment behind a solid fence, a structure, or vegetation;
 - (b) burying the tanks or barrels; or
 - (c) placing equipment in an outbuilding approved by the Architectural Committee.
7. A rain barrel may be placed in a location that is visible from a street or Common Area and Facilities only if the configuration of the guttering system on the Living Unit precludes screening as described in Section 6, and the following restrictions are met:
 - (a) the barrel does not exceed fifty-five (55) gallons;

(b) the barrel is installed in close proximity to the Living Unit on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle;

(c) the barrel is fully painted in a single color to blend with the adjacent Living Unit, fence, or vegetation; and

(d) any hose attached to the barrel discharge is neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

8. Overflow lines from a Rain Harvesting System must not be directed onto or adversely affect adjacent properties or Common Area and Facilities.

9. A Rain Harvesting System must be of a color that is consistent with the color scheme of the Owner's Living Unit and may not contain or display any language or other content that is not typically displayed on the Rain Harvesting System as manufactured.

10. Inlets, ports, vents, and other openings must be sealed or protected with mesh to prevent children, animals, and debris from entering the Rain Harvesting System. Open top storage containers are not allowed.

11. Harvested water must be used and not allowed to become stagnant or a health threat.

12. A Rain Harvesting System must be properly maintained at all times or removed by the Owner.

**BEL GRAND ESTATES HOA
ARCHITECTURAL GUIDELINES
FOR THE INSTALLATION OF SOLAR ENERGY DEVICES**

1. These Architectural Guidelines for the Installation of Solar Energy Devices (“Guidelines”) are promulgated in accordance with Texas Property Code (“TPC”) Section 202.010 and supersede any guidelines relating to the regulation of solar energy devices that may have previously been in effect. These Guidelines will be effective when recorded in the Real Property Records of Tarrant County, Texas, and are subject to Declarant’s rights to prohibit the installation of any “solar energy devices” (as such term is defined in Section 171.107 Texas Tax Code) during the Development Period.
2. Any capitalized term in these Guidelines that is not defined in these Guidelines will have the meaning set forth in, as applicable, (a) the Declaration of Covenants, Conditions, and Restrictions for Bel Grand Estates Haslet (as amended or restated from time to time), or (b) the certain Bylaws of Bel Grand Estates HOA, a Texas nonprofit corporation (as amended or restated from time to time).
3. Solar energy devices, including any related equipment or system components (collectively, “Solar Panels”), may be installed only after receiving written approval from the Architectural Committee. Approval, subject to Declarant’s absolute right to prohibit any Solar Panels, will not be unreasonably withheld, conditioned, or delayed as long as the installation complies with the provisions of these Guidelines.
4. Solar Panels may not be installed on or within Common Area and Facilities or any area maintained by the Association.
5. Solar Panels may be installed only on designated locations on the roof of a Living Unit, on any other Improvement permitted under any of the Restrictions, or within any fenced rear-yard or fenced-in patio of an Owner’s Lot.
6. If located on the roof of a Living Unit, Solar Panels must be located on the roof facing away from the nearest road or street, unless the Owner demonstrates that the location decreases the estimated annual energy production of the Solar Panels, as determined by using a publicly available modeling tool provided by the Natural Renewable Energy Laboratory (or its successor), by more than ten percent (10%) above the energy production of the Solar Panels.
7. If located on the roof of a Living Unit, Solar Panels must meet the following requirements:
 - (a) they must not extend higher than or beyond the roofline;
 - (b) they must conform to the slope of the roof;
 - (c) they must have a top edge that is parallel to the roofline; and
 - (d) they must have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace and that blends with the color of the roof to the greatest extent possible.

8. If located in the fenced rear-yard or fenced-in patio, Solar Panels must not be taller than the fence line.
9. The Architectural Committee may deny a request for the installation of Solar Panels if it is determined in writing that the placement of the Solar Panels as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Architectural Committee will approve a request for the installation of Solar Panels if the Owner obtains the written approval of the proposed placement of the Solar Panels by all Owners of adjoining Lots, provided that (a) the installation meets all other requirements contained in these Guidelines and (b) the Architectural Committee determines that the placement of the Solar Panels as proposed by the Owner does not constitute a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.
10. Any installation of Solar Panels that voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the Owner.
11. Solar Panels must be properly maintained at all times or removed by the Owner.
12. Solar Panels that become nonfunctioning or inoperable must be removed by the Owner.
13. Solar Panels are prohibited if a court of competent jurisdiction determines that their installation violates any laws or threatens the public health or safety.
14. Subject to the approval by Declarant during the Development Period, and thereafter by the Architectural Committee, roofing shingles providing heating or cooling efficiencies greater than those of customary composite shingles, or that generate solar energy may be installed provided they: (a) resemble shingles approved for use by Declarant or the Architectural Committee, (b) are more durable and are equal to or superior to customary composite shingles, and (c) match the aesthetics of other roofs surrounding such Owner's Lot.

BEL GRAND ESTATES HOA

REVISED AND RESTATED ASSESSMENT COLLECTION POLICY

This Revised and Restated Assessment Collection Policy (“**Collection Policy**”) supersedes any policy regarding collection of Assessments and other amounts owed to the Association that may have previously been in effect. This Collection Policy will be effective when recorded in the Real Property Records of Tarrant County, Texas.

1. **Definitions.** Any capitalized term in this Collection Policy that is not defined in this Collection Policy will have the meaning set forth in, as applicable, (a) the Declaration of Covenants, Conditions, and Restrictions for Bel Grand Estates Haslet (as amended or restated from time to time), or (b) the Bylaws of Bel Grand Estates HOA, a Texas nonprofit corporation (as amended or restated from time to time).

2. **Policy Objectives.** The collection of Assessments owed by Owners and the application of their payments under the Declaration, the Bylaws, and this Collection Policy will be governed by the following objectives:

(a) The Association will pursue collection of all Assessments in the most expedient and cost-effective manner possible, subject to the provisions of the Declaration, the Bylaws, and this Collection Policy. The Association may delegate to the Manager or the Association’s legal counsel, or both, those duties determined by the Board of Directors (“**Board**”), in its absolute discretion, to be necessary to accomplish these objectives.

(b) At each step in the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action.

(c) All payments received by the Association will be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations or instructions on checks, and the date the obligations arose:

- (1) Delinquent Assessments;
- (2) Current Assessments;
- (3) collection costs and attorney fees associated solely with Assessments or any other charges that could provide the basis for foreclosure;
- (4) all other collection costs and attorney fees;
- (5) fines;
- (6) reimbursable expenses; and
- (7) late fees and interest.

Notwithstanding the foregoing, if, at the time the Association receives a payment from an Owner, the Owner is in default under any alternative Payment Plan entered into with the Association with respect to delinquent Assessments, all payments received by the Association may be applied to amounts owed by the Owner in the order and manner the Association deems appropriate, regardless of any contrary instructions from the Owner or anyone else; however, a fine assessed by the Association may not be given priority over

any other amount owed by the Owner.

3. **Ownership Interests.** The Person who is the Owner of a Lot as of the date Assessments become due is personally liable for the payment of the Assessments. As used in this Collection Policy, the term “**Delinquent Owner**” refers to the Person who held record title to a Lot on the date Assessments became due. As used in this Collection Policy, the term “**Current Owner**” refers to the Person who then holds record title to a Lot. Unless expressly denoted otherwise, the “**Owner**” of a Lot refers to the Delinquent Owner or the Current Owner, or both, as may be appropriate under the circumstances.

4. **Due Date; Delinquency Date.** All Assessments are due and payable to the Association as and when stated in the Declaration, or as prescribed by the Board. When an invoice is placed into the care and custody of the United States Postal Service, the invoice will be deemed to have been delivered as of the third (3rd) calendar day following the date of the postmark of the invoice. Each due date for Assessments is collectively referred to in this Collection Policy as a “**Due Date.**” Any Assessments that are not paid in full within ten (10) days after the Due Date are delinquent (“**Delinquency Date**”) and will be assessed late fees, handling charges, and interest as provided in Sections 7 and 8.

5. **Late Notice.** If Assessments have not been paid by the Delinquency Date, the Association will send a second invoice (referred to as the “**Late Notice**”), which will include the unpaid Assessments, collection fees, late fees, and interest charges claimed to be due. The Late Notice will be sent via first-class U.S. mail.

6. **Default Letter.** If Assessments have not been paid within thirty (30) days following the Due Date, the Association will send a notice (referred to as the “**Default Letter**”) to the Owner, via certified mail, return receipt requested, and via first-class U.S. mail. The Default Letter must do the following:

- (a) specify in detail all unpaid Assessments, interest, late fees, collection costs, and handling charges claimed to be due, and the total amount required to bring the Owner’s account current;
- (b) describe the options the Owner has to avoid having the account turned over to a collection agent, including information about availability of a Payment Plan through the Association as described in the Association’s Payment Plan Policy;
- (c) contain any notices required by federal law, including the service members Civil Relief Act, if the Owner is serving in active military duty;
- (d) provide a period of at least forty-five (45) days for the Owner to cure the delinquency before further collection action is taken; and
- (e) notify the Owner that unless all delinquent sums owing to the Association are fully paid and received by the Association within forty-five days after date of the Default Letter, then the Owner will be charged for all reasonable attorney’s fees, expenses and costs of collection incurred by the Association in collecting or enforcing payment of sums owing to the Association.

7. **Interest; Late Fee.** If any Assessments are not paid in full on or before the Delinquency Date, interest on

the principal amount due may be assessed against the Owner at the rate of ten percent (10%) per year or the maximum rate permitted by applicable law, whichever is less, and will accrue from the Due Date until paid. This interest, as and when it accrues, will become part of the Assessments on which it has accrued and will be subject to recovery in the manner provided in this Collection Policy for Assessments.

If any Assessments are not paid in full on or before the Delinquency Date, a late fee of \$125.00 or thirty percent (30%) of the amount due, whichever is greater, will be assessed against the Owner and his or her Lot. The Board may, from time to time, without the necessity of seeking Owner approval or amending this Collection Policy, decrease the amount or waive payment of the late fee; however, the waiver of any late fee will not constitute a waiver of the Board's right to collect any future Assessments or late fees. The late fee, as and when levied, will become part of the Assessments on which it has been levied and will be subject to recovery in the manner provided in this Collection Policy for Assessments.

8. **Handling Charges and Returned-Check Fees.** To recoup the additional administrative expenses incurred by the Association for collecting delinquent Assessments, the collection of the following fees and charges is part of this Collection Policy:

(a) any handling charges, administrative fees, postage, or other expenses incurred by the Association in the collection of any Assessments owed beyond the Delinquency Date; and

(b) a charge of \$25.00 per item for any check tendered to the Association that is dishonored by the drawee of the check, such charge being in addition to any other fee or charge the Association is entitled to recover from an Owner in connection with collection of Assessments owed with respect to the Owner's Lot.

Any fee or charge becoming due and payable under this Section will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the Assessments the delinquency of which gave rise to the incurrence of the charge, fee, or expense.

9. **Acceleration.** If an Owner defaults in paying any Assessments that are payable in installments under a Payment Plan made pursuant to the Association's Payment Plan Policy, then the Board may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessments becomes due on the date stated in the notice. Following acceleration of any Assessments payable in installments, the Association has no duty to reinstate the installment program or to offer the Owner any new Payment Plan.

10. **Ownership Records.** All collection notices and communications will be directed to the Persons shown on the Association's records as being the Owner of a Lot for which Assessments are due and will be sent to the Owner's most recent address as reflected on the Association's records. Any notice or communication directed to a Person at an address that is reflected in the Association's records as being the Owner and address for a given Lot will be valid and effective for all purposes under the Declaration, the Bylaws, and this Collection Policy until there is actual receipt by the Association's Board at its corporate office of written notice from the Owner of any change in the identity or status of the Owner or its address or both.

11. **Notification of Owner's Representative.** When the interests of an Owner in a Lot have been handled by a representative or agent of the Owner or when an Owner has otherwise acted to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association under this Collection Policy will be deemed valid and effective for all purposes if given to the representative or agent.

12. **Referral to Legal Counsel.** If an Owner remains delinquent in the payment of Assessments and related fees, charges, or costs for forty-five (45) days or more after the Default Letter has been sent, the Manager, on behalf of the Board, or the Board itself may, as soon as possible, refer the delinquency to legal counsel for the Association for legal action as required by this Collection Policy. Any attorney fees and related charges incurred by virtue of legal action taken will become part of the Assessment obligation and may be collected as provided in this Collection Policy.

13. **Legal Action.** Upon receipt of written request by the Manager or the Board to take specific collection action, legal counsel for the Association will take the following actions with regard to delinquencies referred to it:

(a) **Notice Letter.** As the initial correspondence to a Delinquent Owner, counsel will send a notice letter ("**Notice Letter**") to the Owner, via certified mail, return receipt requested, and via first-class U.S. mail, and state the outstanding amount of Assessments and related fees, charges, and costs, including the charges for attorney fees and costs incurred for counsel's services. The Board may instruct legal counsel to proceed with the Title Search and Notice of Lien described in Subparts (b) and (c) below, and to include a copy of the Notice of Lien with the Notice Letter to the Owner. The Notice Letter will offer the Owner an opportunity to pay or dispute the validity of the amounts due, in writing, within thirty (30) days of the Owner's receipt of the Notice Letter.

(b) **Title Search.** If a Delinquent Owner does not pay the amounts included in the initial Notice Letter sent by counsel, counsel will, upon direction from the Manager or the Board, obtain a search of the land records to verify current ownership of the Lot on which the delinquency exists.

(c) **Notice of Lien.** When the Board has determined that foreclosure of the Association's assessment lien is to be pursued, if an Owner does not pay in full all amounts indicated by the Notice Letter by the date specified, counsel, upon request by the Manager or the Board, will prepare and record in the Real Property Records of Tarrant County, Texas, a written notice of lien ("**Notice of Lien**") setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien, and a description of the Lot covered by the lien. At the same time the Notice of Lien is filed with the County Clerk's office, a copy of the Notice of Lien will be sent to the Owner with a demand that all outstanding amounts be paid in full within thirty (30) days.

(d) **Judicial Foreclosure/Personal Judgment.** If all outstanding amounts have not been paid in full within the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of Assessments due will be reported to the Board by the Manager. As soon as practical, the Board or the Manager may direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking one

or both of the following remedies:

(1) Foreclosure of the assessment lien under the rules adopted by the Texas Supreme Court for expedited foreclosure proceedings; however, the Association's assessment lien may not be foreclosed until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and (ii) provided each lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the lienholder receives the notice. The notice to lienholders must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien.

(2) Recovery of a personal judgment against the Current Owner and, where different, from the Delinquent Owner or from the Current Owner only, for all amounts arising from the unpaid Assessments and their collection, including all attorney fees and costs.

14. **Possession Following Foreclosure.** If the Association purchases a Lot at public auction, the Owner or other occupant of the Lot will be deemed a tenant at sufferance and the Board may immediately institute actions to recover possession of the Lot.

15. **Compromise of Assessment Obligations.** To expedite the handling of collection of delinquent Assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any Assessments, interest, late fees, handling charges, collection costs, legal fees, or any other applicable charges. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any Assessment obligation.

16. **Credit Bureaus.** The Association may notify any credit bureau of any undisputed sums claimed owing and unpaid by the Owner after such Delinquent Owner was given written notice of an opportunity to enter into a written Payment Plan as provided in the Association's Payment Plan Policy. At least thirty (30) business days prior to the Association's reporting any undisputed sums owing to any credit reporting service, the Association shall by certified mail, hand delivery, or electronic transmission (email) send written Notice to such Delinquent Owner a detailed report of all delinquent sums owing. The Association will only charge a fee to the Owner for reporting delinquent sums to such credit reporting service if allowed by applicable law.

17. **Collection Agency.** The Board may employ or assign any past-due account to one or more collection agencies as provided in Section 209.0064 Texas Property Code or other applicable law. If such Delinquent Owner fails to pay the Association all unpaid sums owing within 45 days after date of the Default Letter referenced in Section 6 above, then the Delinquent Owner shall be obligated to pay all fees charged by such collection agency, except for contingency fee recoveries.

18. **Notification of Mortgage Lender.** The Association may notify an Owner's Mortgagee of any default in the timely satisfaction of Assessment obligations.

19. **Form of Payment.** The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

20. **Partial and Conditioned Payment.** Except in accordance with an approved Payment Plan entered into with the Association, the Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Association's right to apply payments under any rights granted in this Collection Policy.

21. **Notice of Payment.** If the Association receives full payment of the delinquency after recording the Notice of Lien, the Association will cause a release of the Notice of Lien to be publicly recorded, a copy of which will be sent to the Owner; however, the Owner must prepay the Association the cost of preparing and recording the release.

22. **Correction of Credit Report.** If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

23. **Statements of Unpaid Assessments.** The Board may impose a reasonable fee, which may not exceed \$50.00, on any Owner if the Owner or a prospective purchaser or Mortgagee of the Owner requests the Association to issue a certificate of the current status of the Owner's payment of Assessments.

BEL GRAND ESTATES HOA

REVISED AND RESTATED PAYMENT PLAN POLICY

This Revised and Restated Payment Plan Policy (“**Policy**”) is adopted in accordance with Texas Property Code Section 209.0062 and supersedes any policy regarding alternative payment schedules for assessments that may have previously been in effect. This Policy will be effective when recorded in the Real Property Records of Tarrant County, Texas.

1. **Definitions.** All capitalized terms in this Policy that are not defined in this Policy will have the meaning set forth in, as applicable, (a) the Declaration of Covenants, Conditions, and Restrictions for Bel Grand Estates Haslet (as amended or restated from time to time), or (b) the Bylaws of Bel Grand Estates HOA, a Texas nonprofit corporation (as amended or restated from time to time).

2. **Payment Plans.**

(a) **Right to Payment Plan.** Subject to the terms of this Policy, Owners are entitled to make partial payments for delinquent amounts owed to the Association under an alternative payment schedule (each a “**Payment Plan**” and, collectively, “**Payment Plans**”) in compliance with this Policy.

(b) **Effect of Prior Default.** The Association has no obligation to accept a Payment Plan from any Owner who has defaulted on the terms of a Payment Plan within the last two (2) years before the Owner’s existing delinquency.

(c) **Time Period to Request Payment Plan.** The Association is not required to make a Payment Plan available to an Owner who fails to request the same in writing within forty-five (45) days after date the Default Letter described in Section 6 of the Association’s Assessment Collection Policy was mailed.

(d) **Twelve Month Limitation.** The Association is not required to allow an Owner to enter into any Payment Plan more than once during any twelve (12) consecutive month period.

3. **Basic Plan Requirements.**

(a) **In Writing.** All Payment Plans must be in writing on a form provided by the Association and signed by the Owner.

(b) **Frequency and Amount of Payment.** A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the total delinquent amount owed plus administrative fees, if any, plus the estimated accrued interest and late charges.

(c) **Duration.** Based on the guidelines below, a Payment Plan may be no shorter than three (3) months and no longer than eighteen (18) months. {*Tex. Prop. Code §209.0062.*} The following guidelines are provided to assist Owners in submitting a Payment Plan:

- (1) If the total delinquent amount is less than two (2) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to six (6) months in length.
 - (2) If the total delinquent amount is greater than two (2) times but less than three (3) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to twelve (12) months in length.
 - (3) If the total delinquent amount is greater than three (3) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to eighteen (18) months in length.
 - (d) Future Assessments. If an Owner requests a Payment Plan that will extend into the next fiscal period for Assessments, the Owner will be required to pay future Assessments before they become delinquent in addition to the payments specified in the Payment Plan.
 - (e) Sequential Payment Plans. On request of an Owner, the Association may approve more than one Payment Plan (to be executed in sequence) to assist the Owner in paying the total delinquent amount owed. No individual Payment Plans may exceed eighteen (18) months in length.
4. **Date Payment Plan is Active.** A Payment Plan becomes effective and is designated as “active” after the occurrence of all of the following:
- (a) the Association's receipt of a fully completed and signed Payment Plan on a form provided by the Association;
 - (b) the Association's acceptance of the Payment Plan, as evidenced by the signature of an officer of the Association; and
 - (c) the Association's receipt of the first payment under the Payment Plan.
5. **Fees; Interests.** Late fees, penalties, and delinquent collection fees will not be added to an Owner's account while a Payment Plan is active. The Association may impose a fee for administering a Payment Plan. The fee, if any, will be listed on the Payment Plan form and may change from time to time. Interest will continue to accrue on delinquent amounts during the pendency of a Payment Plan as allowed under the Declaration. On request, the Association will provide an estimate of the amount of interest that will accrue under any proposed Payment Plan.
6. **Default.**
- (a) Events of Default. It is considered a default of the Payment Plan if an Owner does any of the following:
 - (1) does not return a signed Payment Plan form with the initial payment;

- (2) misses a payment due in any calendar month;
- (3) makes a payment for less than the agreed amount;
- (4) does not pay future Assessments before becoming delinquent with respect to a Payment Plan that spans additional fiscal periods for Assessments.

(b) Effect of Default. If an Owner defaults on the terms of the Payment Plan, the Payment Plan will, at the Association's option, be voided. If a Payment Plan is voided, the Association will provide written notice to the Owner and the full amount owed by the Owner will immediately become due and payable. The Association will resume the process for collecting amounts owed using all remedies available under the Declaration and applicable laws.

(c) Default Waived. In its absolute discretion, the Association may waive default under subsections 6(a)(2), 6(a)(3), and 6(a)(4) if an Owner makes up the missed or short payment in the immediate next calendar month's payment. The Association may provide a courtesy notice to Owner of any missed or short payment.

7. Reinstatement of Voided Plan. In its absolute discretion, the Association may reinstate a voided Payment Plan once during the original term of the Payment Plan, as long as all missed payments are made up at the time the Owner submits a written request for reinstatement.

BEL GRAND ESTATES HOA
REVISED AND RESTATED DOCUMENT RETENTION POLICY

This Document Retention Policy is adopted in accordance with Texas Property Code Section 209.005 and supersedes any policy regarding retention and destruction of Documents that may have previously been in effect. This Document Retention Policy will be effective when recorded in the Real Property Records of Tarrant County, Texas.

1. **Definitions.**

(a) **Generally.** The following words and phrases when used in this Document Retention Policy have the following meanings:

(1) The terms “**Destroy**” and “**Destroyed**” mean to destroy, discard, shred, burn, delete, chemically treat, purge, or otherwise eliminate Documents as may be appropriate.

(2) The terms “**Document**” or “**Documents**” mean any documentary material generated or received by the Association in connection with transacting its business or related to the Association’s legal obligations. The terms “Document” or “Documents” include, among other things, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated, such as electronic mail, voice mail, floppy disks, hard disks and CD ROM, and the files within which any such items are maintained.

(3) The term “**Official Files**” means the files maintained by the Manager or the Association. The term “Official Files” expressly excludes Documents subject to the attorney-client privilege and the work-product privilege maintained by the Association’s legal counsel.

(b) **Other Capitalized Terms.** Any other capitalized term in this Document Retention Policy that is not defined in this Document Retention Policy will have the meaning set forth in, as applicable, (1) the Declaration of Covenants, Conditions and Restrictions for Bel Grand Estates Haslet (as amended or restated from time to time), or (2) the Bylaws of Bel Grand Estates HOA, a Texas nonprofit corporation (as amended or restated from time to time).

2. **Policy.**

(a) It is the Association’s policy to maintain complete, accurate, and high-quality documents. Documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or other purposes as set forth in this Document Retention Policy.

(b) Documents may be maintained in paper format or in an electronic format that can be readily

transferred to paper.

(c) Documents that are no longer required, or have satisfied their recommended period of retention, will no longer be records of the Association and may be Destroyed.

(d) The Manager is responsible for ensuring that Documents within its area of assigned responsibility are identified, retained, stored, protected, and subsequently Destroyed in accordance with the guidelines set forth in this Document Retention Policy.

3. **Compliance.** This Document Retention Policy is not intended to be exhaustive and, accordingly, will be implemented to meet the specific needs of the Association. The retention periods specified in the Retention Schedule are guidelines based on the current retention periods set forth in current laws, industry custom, and practice.

4. **Record Retention Schedule.** Documents must be retained in accordance with the retention schedule established by the Board, as the same may be amended from time to time. ("**Retention Schedule**"). The retention periods specified in the Retention Schedule for particular Documents are intended as guidelines. In particular circumstances, the Manager and the Board may determine that either a longer or shorter retention period is warranted, as long as the retention period does not violate current law.

5. **Directors.** The Association does not require Directors to maintain any Documents. Directors, in their discretion, may Destroy copies of Documents generated by the Association if the Association maintains the originals of the Documents in the Official Files. However, if Directors receive Documents relating to the Association that were not generated by the Association or received through the Association, Directors must send the originals of the Documents (or copies if originals are not available) to the Manager or Secretary of the Association to be maintained in the Official Files.

6. **Annual Purge of Files.**

(a) The Manager and each Director electing to maintain Documents must conduct an annual purge of files that are under their respective control. The annual purge of files must be completed within the first quarter of each calendar year for Documents relating to prior years.

(b) When a Director ceases to be a Director, the Director must either Destroy or turn over to the Manager or Secretary of the Association all Documents relating to the business of the Association in the Director's possession or control. If the Documents are turned over, from that time forward, the Manager or Secretary of the Association will have the responsibility to conduct the annual purge of files maintained by the former Director.

7. **Destruction Procedure.**

(a) If the Documents to be purged are of public record, the Documents will be recycled. If recycling is

not economically feasible, the Documents may be Destroyed.

(b) If the Documents to be purged are not of public record, the Documents will be recycled as long as any confidential information contained in the Documents can be preserved; otherwise, the Documents will be Destroyed in order to preserve the confidential nature of the information.

8. **Certification.** Following the annual purge of files, the Manager or Secretary of the Association, on request by the Board, must certify in writing that all Documents under its control conform to the guidelines set forth in this Document Retention Policy.

9. **Copies of Originals.** Copies of any Document may be recycled or Destroyed (as appropriate) at any time, regardless of age, as long as an original of the Document is maintained in the Official Files.

10. **Onset of Litigation.** If litigation has commenced, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. At the direction of the Association's legal counsel, the Manager or Secretary of the Association will advise the Board and any other person who may maintain Documents of the facts relating to the litigation. Thereafter, all Documents potentially relevant to the dispute will be deemed "**held**" until the litigation is concluded, and all appeal periods have expired. At the conclusion of the litigation, the "**hold**" period will cease, and the time periods provided in the Retention Schedule will apply to the Documents.

RETENTION SCHEDULE

1. Dedicatory Instruments, including the Declaration, Bylaws, Rules and Regulations, Certificate of Formation of the Association, and all amendments to any of the same shall be retained permanently.
2. Financial books and records of the Association shall be retained for seven (7) years from the making of the same.
3. Account records of Owners' payments of Assessments and other sums to the Association shall be retained for five (5) years from the making of the same.
4. Contracts made by the Association having a term of one (1) year or longer, shall be retained for four (4) years after expiration of the contract term.
5. Minutes of Meetings of Owners and the Board shall be retained for seven (7) years.
6. Tax returns and any audit records of the Association shall be retained for seven (7) years.

BEL GRAND ESTATES HOA**REVISED AND RESTATED RECORDS PRODUCTION AND COPYING POLICY**

This Revised and Restated Records Production and Copying Policy (“**Records Policy**”) is adopted in accordance with Texas Property Code Section 209.005 and supersedes any policy regarding inspection and copying of Records that may have previously been in effect. This Records Policy is effective when recorded in the Real Property Records of Tarrant County, Texas.

1. Definitions.

(a) Generally. The following words and phrases when used in this Policy have the following meanings:

(1) The term “**Business Days**” means Monday through Friday, excluding federal holidays on which national banking associations in Tarrant County, Texas, are authorized to be closed.

(2) The terms “**Record**” or “**Records**” mean the books and records of the Association, including financial records. The terms “**Record**” or “**Records**” specifically exclude an attorney’s files and records relating to the Association and records of the Association subject to the attorney-client privilege and the work-product privilege.

(3) The term “**Requesting Person**” means an Owner, for himself or herself, or a person designated in writing by the Owner as the Owner’s agent, attorney, or certified public accountant.

(b) Other Capitalized Terms. Any other capitalized term in this Records Policy that is not defined in this Records Policy will have the meaning set forth in, as applicable, (1) the Declaration of Covenants, Conditions, and Restrictions for Bel Grand Estates Haslet (as amended or restated from time to time), or (2) the Bylaws of Bel Grand Estates HOA, a Texas nonprofit corporation (as amended or restated from time to time).

2. Request to Inspect or Obtain Copies.

(a) A Requesting Person may submit a request to inspect or obtain copies of Records. The request must be submitted in writing and delivered to the Association by certified mail, return receipt requested, at the Association's mailing address as reflected on the Association's most current management certificate recorded in the Real Property Records of Tarrant County, Texas.

(b) A written request to inspect or obtain copies of Records must identify with sufficient detail the Records requested and contain an election either to have the Association forward copies of the identified Records or to inspect the Records requested. If the Requesting Person elects to have the Association forward copies of the identified Records, the request must indicate the address to which the Requesting Person desires to have the Records forwarded, as well as one of the available formats and delivery methods below:

(1) Format: electronic files, compact disc, or paper copies.

(2) Delivery method: e-mail, certified mail, or pickup.

3. **Response to Request.** Within ten (10) Business Days after receipt of a written request under Section 2, the Association will provide one of the following as appropriate:

(a) the requested Records if copies were requested and any required advance payment had been made;

(b) a written notice that the requested Records are available for inspection, specifying dates and times when the requested Records may be inspected by the Requesting Person during normal business hours at the Association's office;

(c) a written notice that the requested Records are available for delivery once payment of the cost to produce the requested Records is made and stating the cost;

(d) a written notice that a request for delivery does not contain sufficient information to identify the specific Records desired, the format, the delivery method, or the delivery address, as applicable;

(e) a written notice that the requested Records cannot be produced within ten (10) Business Days but will be available within fifteen (15) additional Business Days from the date of the notice and payment of the cost to produce the Records is made and stating the cost.

4. **Guidelines for Inspection.**

(a) A Requesting Person requesting to inspect Records must not disrupt the ordinary business activities of the office where the Records are kept during the inspection.

(b) No originals of any Records may be removed by a Requesting Person from the office where the Records are kept without the Association's express written consent.

(c) If a request is made to inspect Records and the Records are maintained in electronic format, the Requesting Person will be given access to equipment to view the electronic records. The Association will not be required to transfer the electronic records to paper format unless the Requesting Person agrees to pay the cost of producing the copies.

(d) If a Requesting Person inspecting Records requests copies of certain Records during the inspection, the Association must provide them promptly, if possible, but no later than ten (10) Business Days after the inspection or payment of costs, whichever is later.

5. **Costs.**

(a) A Requesting Person is responsible for all costs associated with a request made under this Records Policy, including but not limited to copies, postage, supplies, labor, overhead, and third-party fees (such as archive document retrieval fees from off-site storage locations) as listed below, which listed price amounts below are subject to increase or decrease as established by the Association's Board of Directors. The charges reflected below are to only cover the materials on to which information is copied, and do not reflect any additional charges, including labor for locating, compiling, and processing requested data, nor labor for redacting confidential information the Association is allowed to withhold from disclosures.

- (1) black and white 8½" x 11" single-sided copies ... \$0.10 each;
- (2) black and white 8½" x 11" double-sided copies ... \$0.20 each;
- (3) color 8½" x 11" single-sided copies ... \$0.50 each;
- (4) color 8½" x 11" double-sided copies ... \$1.00 each;
- (5) oversized single-sided copies ... \$0.50 each;
- (6) oversized double-sided copies ... \$1.00 each;
- (7) PDF images of documents ... \$0.10 per page;
- (8) compact disc ... \$1.00 each;
- (9) DVD ... \$3.00 each;
- (10) labor and overhead ... \$18.00 per hour;
- (11) mailing supplies ... \$1.00 per mailing;
- (12) postage ... at cost;
- (13) other supplies ... at cost; and
- (14) third-party fees ... at cost.

Labor charges for locating, compiling, and reproducing requested data shall be \$15.00 per hour of actual time expended. A \$15.00 per hour labor charge may be imposed for actual time expended to redact confidential information from requested data where the Association is allowed or require by law to exclude such confidential information from disclosure. No labor costs will be charged for complying with a request of 50 or fewer pages if paper records. Charges permitted under this Policy shall not exceed the amounts allowed by Section 70.03, Title 1, Texas Administrative Code, unless otherwise allowed by law.

(b) The Association will send the Requesting Person an estimate of the costs to respond, compile, produce, and reproduce the Records requested. Any costs associated with a Records request must be paid in advance of delivery by the Requesting Person. A Requesting Person who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Records Policy.

(c) In the Association's absolute discretion, and with the concurrence of the Owner, the Association may agree to invoice the cost of the Records request to the Owner's account. The Owner must pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as Maintenance Charges as allowed under the Declaration.

6. **Waiver of Notice and Costs.** If, in the Association's discretion, a request for Records is deemed to be

minimal, the Association may waive the notice requirements under Section 2 and the costs under Section 5.

7. **Records of Individual Owners.** Unless the Association receives express written approval from the individual Owner whose records are the subject of a request for inspection or copying, the following Records are not available for inspection or copying by any Requesting Person:

- (a) the financial records associated with an individual Owner;
- (b) deed restriction violation details for an individual Owner; and
- (c) personal information, including contact information, other than an address for an individual Owner.



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 NOTICE
 Pages: 70
 Fees: \$295.00

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 COUNTY CLERK