

**Declaration of Covenants, Conditions and Restrictions for**

**SODA SPRINGS ON THE RIVER**

**Parker County, Texas**

THE STATE OF TEXAS     §

§

COUNTY OF PARKER     §

**This Declaration of Restrictions, Covenants, and Conditions for** (this "Declaration") is made by Rana Cornuda, LLC, a Texas limited liability company, and is dated to be effective as the 11 day of April, 2019.

**ARTICLE 1  
RESTRICTIONS**

A. The Declarant is the owner of certain real property in, Parker County, Texas, which is described as Soda Springs on the River and more particularly herein (the "Property").

B. The Declarant desires to subdivide the Property and to create a single-family community known as Soda Springs on the River pursuant to the terms and provisions of this Declaration.

C. For the purposes of enhancing and protecting the value, attractiveness and desirability of the Lots (hereinafter defined) constituting the Property, as a restricted Property, the following covenants, conditions and restrictions are hereby established and adopted with respect to the Property, subject to the provisions hereof which are hereby made a part of each and every contract and deed covering a Lot heretofore or hereafter executed by or on behalf of Declarant, its successors or assigns, with the same to be considered a part of each and every such contract and deed as though incorporated fully therein, and these covenants, conditions and restrictions as hereinafter set forth will be and are hereby imposed on each of the Lots within the Property, and the same will constitute covenants running with the land and will be binding upon and will inure to the benefit of Declarant, all Owners and their respective heirs, personal representatives, successors and assigns, and all subsequent purchasers of the Lots. Each purchaser, by virtue of accepting a contract or a deed covering a Lot will be subject to and bound by such restrictions, covenants and conditions, and the terms of this instrument as hereinafter set forth.

**ARTICLE 2  
DEFINITIONS**

The following words when used in this Declaration have the following meanings:

2.01 "Association" shall mean and refer to the Soda Springs on the River, Inc., a Texas non-profit corporation established for the purposes set forth herein ("Soda Springs on the River").

2.02 "Board of Directors" shall mean the Board governing the Association.

2.03 "Common Areas" shall mean and refer to that portion of the Property, including the improvements thereto, for the common use and benefit of the Owners.

2.04 "Common Maintenance Areas" shall mean and refer to the Common Areas and any entrance monuments, perimeter walls, fountains, walking and jogging trails, rights-of-way landscaping, and such other areas lying within dedicated public easements or rights-of-way or on adjacent properties as seemed appropriate by the Board of Directors of the Association for the preservation, protection, and enhancement of the property values and the general health, safety, or welfare of the Owners.

2.05 "County Records" means the Official Public Records of Parker County, Texas, including, as applicable, the Map and Plat Records of Parker County Texas.

2.06 "Declarant" means Rana Cornuda, LLC, a Texas limited liability company, its successors or assigns who are designated as such in writing by the Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

2.07 "Declarant Control Period" means the period beginning on the date this Declaration is first recorded in the County Records and ending on the earlier of: (a) the date in which Declarant owns only two (2) Lots in the Property, or (b) the date on which Declarant elects, in its sole discretion, to terminate the Declarant Control Period by filing notice of same in the County Records.

2.08 "Declaration of Annexation" means a declaration prepared and recorded in accordance with the provisions of this Declaration to incorporate Expansion Property within the Property governed by this Declaration.

2.09 "Documents" means the basic documents creating and governing the Property, including, but not limited to this Declaration, the Certificate of Formation and Bylaws of the Association, the Architectural Control Guidelines, the Rules, and any other procedures, rules, regulations, or policies adopted under such documents by the Association as well as may be amended from time to time.

2.10 "Expansion Property" means such additional real property now owned or in the future acquired by Declarant as Declarant may make subject to the provisions of this Declaration by recordation of a Supplementary Declaration in the County Records.

2.11 "Lot" shall mean and refer to any plot of land indicated upon any Property map of the Property or any part thereof creating single-family homesites, including preliminary plats filed with Parker County, Texas for addition to the Property, including any Expansion Property which Declarant makes subject to this Declaration, with the exception of any Common Area and any areas deeded or dedicated to, and accepted by, a governmental authority (including a Public Improvement District), together with all improvements thereon.

2.12 "Outbuilding" includes any detached garage, storage building, guest house, gazebo,

pool house, or other building improvement, temporary or permanent, located on a Lot which is not connected to the primary residential dwelling on such Lot, but is intended primarily for residential use and enjoyment.

2.13 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot within the Property, or any portion thereof, and includes contract sellers, but does not include those holding interests merely as security for performance of an obligation. Time-sharing, time-interval, or similar right-to-use programs shall not be permitted to be Owners of any Lot or Unit in this Property.

2.14 "Plat" means (i) initially the preliminary plat(s), and thereafter the final plat(s), of the Property submitted to and approved by Parker County, Texas, or any other applicable governmental entity; (ii) after recordation thereof, the final plat(s) of the Property as recorded in the County Records; and (iii) any replat thereof, or amendment to, the foregoing made by Declarant in accordance with this Declaration.

2.15 "Property" means and includes the property described on Exhibit "A" and initially subjected to this Declaration, and also refers to any additional real property that may be incorporated in the Property from time to time and made subject to this Declaration pursuant to the provisions of this Declaration (including any Expansion Property, as provided herein).

2.16 "Rules" means the rules and regulations adopted by the Association from time to time as provided in Article 4 of this Declaration.

2.17 "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

### ARTICLE 3 MEMBERSHIP

3.01 Membership. The Declarant and every other Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. No Owner, whether one or more persons, shall have more than one membership per Lot owned, but all of the persons owning each Lot shall be entitled to all rights of membership and of use and enjoyment appurtenant to such ownership.

3.02 Transfer of Membership. An Owner may not transfer, pledge, or alienate its membership in the Association in any way except upon the sale or encumbrance of his Lot, and then only to the purchaser or Mortgagee of his Lot.

3.03 Funding. Subject to the terms of this Article, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner

of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

### 3.04 Assessments.

(a) Units or Lots Owned by Class A Members. Subject to the terms of this Article, each Lot is hereby subject to an initial minimum maintenance charge of \$200 per annum (the "Annual Rate"). The purpose of creating a fund is to promote the recreation, health, safety and welfare of the Owners of the Lots, to provide for the maintenance, improvement, and repair of the Common Maintenance Areas, such fund to be designated and known as the "maintenance fund," which maintenance charge and assessment will be paid by the Owner or Owners of each Lot in advance in monthly, quarterly, or annual installments. The Rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly, or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each affected assessment period. The Rate may be adjusted from time to time by the Board of Directors as the needs of the Association may, in the judgment of the Directors require. The assessment for each Lot shall be uniform except as stated above or as may be reasonably be determined by the Board as required to affect the purpose of the maintenance fund for respective areas of the Property or as provided in Subsection (b) of this Section. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(b) Units or Lots Owned by Declarant. Notwithstanding the foregoing, the Declarant shall be exempt from the annual maintenance assessment charged to Owners during the Declarant Control Period. Declarant hereby agrees that for such period of time as there is a Class B membership in effect and Declarant's Lots are exempt from assessment as provided above, that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, Declarant shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of a request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected.

(c) Purpose of Maintenance Fund. The Association shall establish a maintenance fund composed of Owners' annual maintenance assessments and shall use the proceeds of such fund, in accordance with the powers conveyed to the Board of Directors in Article IV, in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler and fountain systems, if any, provided the Association shall have no obligation (except

as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; payment for all applicable ad valorem taxes for the Common Maintenance Areas; payment of all unamortized costs for installation of improvements in the Common Maintenance Areas, or amenities located within public easements or rights-of-way; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions, and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employment of policeman and watchmen, if any, caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements of the Common Maintenance Area, such as, but without limitation, any entry monuments, sprinkler systems, fountains, and/or perimeter walls. The fund shall be established and maintained out of the regular maintenance assessments.

(d) Special Assessment for Working Capital Fund, Non-Recurring Maintenance, and Capital Improvement. In addition to the annual assessments authorized above, the Association may levy special assessments in any assessment year, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any non-recurring maintenance, or the acquisition, construction, reconstruction, repair, or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the non-recurring maintenance or improvement in question.

3.05 Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest non-usurious rate of interest allowed by Texas law or eighteen percent (18%) per annum, whichever is less. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions, and the Association may bring an action law against the Owner personally obligated to pay the same, and/or foreclose the lien retained herein against the Lot against which such assessment was made. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

### 3.06 Subordinated Lien to Secure Payment.

(a) To secure the payment of the maintenance charge and assessment established hereby and to be levied upon individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate, and inferior to all liens, present and future, given,

granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, and beneficiary shall give the holder of such first mortgage lien sixty-one (61) days' written notice of such proposed action, such notice, which shall be sent to the nearest office of the lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer pursuant to mortgage foreclosure. No sale, foreclosure, or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right, but not the obligation, to file notices of liens in favor of such Association in the Official Records of Tarrant County, Texas.

(b) Notwithstanding the foregoing in paragraph (a), as a condition precedent to foreclosure, the Board of Directors must provide written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the subject property filed in the Official Public Records of Tarrant County, Texas, whose lien is inferior or subordinate to the association's lien and is evidenced by a deed of trust. Such written notice described herein shall give the recipient sixty-one (61) days to cure the delinquency from the date the Association mails such notice. Notice under this subsection (b) shall be sent certified mail return receipt requested and via US First Class mail to the address for the lienholder shown in the deed records relating to the property that is subject to the Association's assessment lien.

3.07 Voting Rights. The Association shall have two classes of voting membership.

(a) Class A. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they, among themselves, determine, and in no event shall more than one (1) vote be cast with respect to any Lot. No fractional votes may be cast for any such Lots.

(i) Notwithstanding the foregoing, if there is more than one of the multiple Owners present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority in interest of the Owners of that Lot. There is majority agreement if any one of the multiple Owners casts the vote allocated to his Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of that Lot. If such Owners are unable to agree among themselves as to how the one vote per Lot shall be cast, they shall forfeit their right to vote on the matter in question.

(ii) Notwithstanding anything in this Section 3.07 to the contrary, if more than

one person or entity purports to exercise the voting rights with respect to any such Lot on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void.

(iii) Any Owner of a Lot that is leased may assign his voting right to the tenant thereof, provided that a copy of the instrument of assignment is furnished to the Association prior to any meeting in which said tenant exercises the voting right.

(iv) For purposes of voting, residential homebuilders constructing a Unit on a Lot are considered Class A members entitled to one (1) vote for each Lot owned.

(b) Class B. The Class B member shall be the Declarant, including, without limitation, its successors or assigns, who shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B membership shall cease at the termination of the Declarant Control Period.

3.08 Each Owner and resident shall abide by the provisions, covenants, conditions, and restrictions contained in the Documents.

#### ARTICLE 4 ASSOCIATION MANAGEMENT

4.01 Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas on behalf of all owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(d) To protect or defend the Common Areas and Common Maintenance Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and Lots and to amend them from time to time; provided that any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Maintenance Areas, by a majority of the votes of the Owners in the portions affected. If, during the Declarant Control Period, the Owners vote to amend or repeal a rule as stated herein, Declarant must approve of same in writing.

(f) To make available for inspection by Owners within sixty (60) days after the end of each year, an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the owners in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(i) To collect all assessments and enforce all penalties for non-payment, including the filing of liens and institution of legal proceedings

4.02 Board Powers Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

4.03 Maintenance Contract. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association.

4.04 Appointment of Officers and Directors. Additional requirements for qualification, election, management, and operation of the Board shall be included in the Documents including, without limitation, the Bylaws; however, until the expiration of the Declarant Control Period, Declarant shall retain the exclusive powers to appoint, remove, and replace Directors and officers of the Association.

(a) Notwithstanding the foregoing, one-third of the Board members must be elected by Owners other than the Declarant not later than the 10th anniversary of the date the declaration was recorded.

## ARTICLE 5 USE RESTRICTIONS

5.01 General Restrictions. The Property shall be used only for the purposes set forth in this Declaration as permitted by the applicable ordinances of Parker County, the laws of the State of Texas and the United States, and as set forth in the Documents or other specific recorded covenants, conditions, and restrictions affecting all or any part of the Property. Where approval by the Architectural Control Committee is required as stated in this Article, approval must be sought by Owner prior to taking any action and, if granted, must be received in writing.

5.02 Nuisances. The land and improvements constituting or located on each Lot shall not be used so as to disturb the neighborhood or occupants of the adjacent property, nor to constitute a nuisance, nor to violate any public law, ordinance, or regulation from time to time



applicable thereto. No such land and improvements shall be used for any purpose which will create or emit any objectionable, offensive, or noxious odors, dust, gas, fumes, liquids, noises, or other such materials or conditions. Except during the period of construction of a home or other structure, no Owner shall permit any rubbish or debris of any kind to be placed or to accumulate upon any Lot. No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed, or harbor plant diseases, insects, or other pests. No lighting or illumination of any type shall be placed upon a Lot in such a manner as to cause unreasonable glare or illumination on any other Lot or on public thoroughfares.

5.03 Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property, including, without limitation, sales offices, model homes and construction trailers which are used in the sales and construction of homes.

5.04 Building Area. No residence shall be constructed on any Lot with a fully enclosed floor area of less than 2,250 square feet, exclusive of terrace, garage, open porches, eaves, and overhangs, without the approval of the Architectural Control Committee. Maximum height of any Unit shall be 35 feet. During the Declarant Control Period the Declarant shall have the right to reduce the minimum or increase the maximum by 10% in its sole discretion.

5.05 Building Materials. Only new materials shall be utilized in constructing any structures situated on a Lot, unless prior approved by the Architectural Control Committee. The total exterior wall area (excluding windows, doors, and gables) of each Unit constructed on a Lot shall not be less than fifty percent (50%) brick, brick veneer, stone, stone veneer, or other masonry material approved by Architectural Control Committee. Certain Units may be exempt from this requirement if approved by Architectural Control Committee. No aluminum foil, reflective film, or similar treatment shall be placed on any window or glass doors.

5.06 Construction. Unless extended in writing by the Architectural Control Committee, any Owner that commences the construction of a residence or any other structure, including without limitation, any Outbuilding permitted by this Declaration, must complete construction of such residence or other structure within two hundred seventy (270) days after commencement of construction. No refuse of any kind, or scrap material from the improvements being erected on any Lot may be placed on any streets or easements adjoining such Lot. All such material, if not disposed of immediately, must remain upon the Lot upon which the construction work is in progress and at the completion of all improvements the material must be immediately removed from the Lot. All Units constructed on the Property shall be built in place on the Lot and the use of prefabricated materials other than trusses and wall panels shall be allowed only with prior approval of the Architectural Control Committee. No Outbuilding, approved hereunder, used as a guest, employee, or in-law residence shall be constructed until after the completion of the Unit. No other Outbuilding, other than the Unit or one approved Outbuilding used as a guest, employee, or in-law residence, shall be used as a residence

5.07 Setback Requirements. No Unit or any other Outbuilding or structure shall be located on any Lot nearer to the side lot line than the greater of (a) twenty-five (25) feet or (b) the minimum setback lines required by the County. No Unit or any other Outbuilding or structure shall

be located on any Lot nearer to the front lot line than the greater of (a) one hundred (100) feet or (b) as required by the County.

5.08 Mineral Exploration, Development. No operations for the exploration or removal of any oil, gas or other hydrocarbons shall be conducted on the surface of any Lot. Nothing herein; however, restricts or prohibits the exploration or the production of oil, gas, casinghead gas, condensates, associated hydrocarbons or other minerals by means of wells that are drilled or mines that are open on land other than the individual lots that are subject to this Declaration. These operations in no manner are intended to interfere with the surface or the subsurface support of any improvements constructed or to be constructed on the individual lots.

5.09 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in the Parker County area in connection with the use and maintenance or construction of a private residence or appurtenant structures. However, machinery and equipment for a home workshop may be placed, operated, and maintained inside a private residence, including an enclosed garage or Outbuilding.

5.10 Antennas, Solar Panels, and Signals. Other than satellite dish antennas, no exterior antenna or other device for the transmission or reception of any form of electromagnetic radiation shall be erected, used, or maintained on any Lot unless approved by the Architectural Control Committee in writing. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals on any other Lot. No satellite dish in excess of 24 inches in diameter shall be erected unless approved by the Architectural Control Committee, nor shall any such satellite dishes be installed in such a manner as to be visible from public thoroughfares, unless approved by the Architectural Control Committee. No solar panels or devices may be installed without approval of the Architectural Control Committee.

5.11 Temporary Structures Trailers and Vehicles. No permanent tent or similar structure or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from the adjacent property or other public thoroughfares; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during the used exclusively in connection with the construction of any improvement approved in accordance herewith.

(a) No other temporary structure shall be permitted without written consent of the Architectural Control Committee. This restriction shall not be interpreted to limit the right of a Declarant or any residential homebuilder to use trailers or Outbuildings as sales offices, construction offices, or material storage facilities.

(b) In addition, no motor vehicle of any type, whether operable or inoperable may be constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property or public thoroughfares. The Association shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Permanently parked is deemed to designate

the customary location of these vehicles when not in use.

(c) No travel trailers, recreational vehicles, RVs, pop-up campers, boat trailers, gooseneck trailers, or enclosed cargo trailers are to be parked on gravel, grass, or other non-concrete areas on any non-driveway area of a Lot. In addition to the foregoing, such vehicles must be parked in a fully enclosed structure designed to house such vehicle or a sufficiently sized carport. Notwithstanding the foregoing, one small utility trailer is permitted to be parked on the Lot at a time. Such small utility trailer shall mean a trailer that does not exceed 24 feet long by 12 feet wide. Such permissible utility trailer shall be stored empty and free of debris, kept in good repair and parked adjacent to or behind buildings, trees or shrubs in order to minimize the view from the road and adjacent Lots.

5.12 Prohibited Housing. Manufactured housing, modular housing, or industrialized housing is expressly prohibited, unless approved by the Architectural Control Committee.

5.13 Prohibited Uses and Activities. Soda Springs on the River is restricted to single family residential uses. No business of any kind may be conducted on any Lot except developing and building on the Lots or as otherwise permitted in this Declaration. Notwithstanding the foregoing, Owners or tenants of dwellings that actually occupy a dwelling, however, may use the dwelling for professional businesses (legal, insurance, accounting, etc.) and/or limited business purposes consistent with rules and regulations promulgated by the Declarant or the Association so long as this limited business use does not unreasonably interfere with the quiet enjoyment of the other Owners or involve the sale of goods or merchandise to the public subject to the following:

(a) Space required for business purposes must be contained within the residence or attached by breezeway and be of similar or compatible construction with the residence.

(b) No wrecking or salvage yards or any other business requiring large buildings or open-air storage of materials, equipment, inventory, or merchandise shall be permitted.

(c) Permissible business activities may be conducted on the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements, state and federal laws; (iii) the business activity does not noticeably increase the level of vehicular or pedestrian traffic or the number of vehicles parked in the Property; (iv) the business activity does not involve door to door solicitation of residents of the Property; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous, noxious, annoying, or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

(d) The use of a dwelling constructed on a Lot for the maintenance of a personal or professional library; a private art collection; the keeping of personal, business or professional records of accounts; or the handling of personal or professional business activities, including, without limitation, telecommuting, drafting or writing, and the handling of personal or professional telephone calls or correspondence will not be deemed a violation of this Declaration.

(e) Declarant may maintain sales offices, storage areas, signs, or any other facility necessary to market and sell the Lots.

(f) Garage sales, sidewalk sales, moving sales, estate sales, rummage sales, or similar activities on any Lot, tending to invite, impliedly or expressly, persons who are not Owners onto the Property, or portions thereof, are expressly prohibited without the prior written consent of the Board. If such permission is granted by the Board, such sale shall be subject to and comply with applicable ordinances and such restrictions as may be imposed by the Board from time to time, including, without limitation, restrictions on the number of sales per Lot and days during the year in which such sales may occur.

(g) The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time, (ii) such activity is intended to or does generate a profit or (iii) a license is required.

5.14 Disposed of Trash. No rubbish, trash, garbage, or other waste material may be thrown or dumped on any area in the Property or kept or permitted on any Lot, except in sanitary containers located in appropriate areas concealed from public view. Rubbish, trash, garbage or other waste material may not be placed for collection more than 12 hours before the scheduled collection time and removed before the following day. There shall be no burning or other disposal of refuse out of doors.

5.15 Outbuildings. No Outbuilding may be erected, constructed or placed on a Lot without the prior written approval of the Architectural Control Committee. All Outbuildings must be constructed in a manner harmonious with the Unit, and may not be constructed before the construction of the Unit on the Lot without the express written consent of the Architectural Control Committee. No Outbuilding may be constructed between the main residential dwelling on the Lot and the front lot line. All Outbuildings must be constructed of materials as approved by the Architectural Control Committee.

5.16 Hunting & Firearms.

(a) Prohibition on Lots with less than 10 acres. Hunting, trapping, and discharge of firearms (which does not include air-powered guns) are expressly prohibited on all Lots less than 10 acres in size.

(b) Use of Firearms and Reasonable Enjoyment on Lots with 10 acres or more. The reasonable, legal, and safe use of firearms on Lots that are 10 acres or more at reasonable times of the day is allowed; provided however that such use is strictly prohibited in/on the Common Areas and Common Maintenance Areas. Such reasonable, legal, and safe use of firearms on the Property includes, without limitation, target practice into a berm or adequate bullet stop within safe shooting lanes which must be towards the Brazos River and not the Lots of less than 10 acres. All parties shall comply with applicable

firearm/weapon discharge rules, regulations, and/or ordinances of Parker County, Texas. No Owner, resident, occupant, guest, invitee, licensee or other person shall discharge any firearm or other weapon in a negligent, grossly negligent, or malicious way so as to endanger the health and safety of or disturb the reasonable enjoyment of any other Owner or resident of another Lot. Owners of Lots, their residents, occupants, guests, invitees, licensees or other persons expressly agree to hold the Association, its Board of Directors, members, owners, Declarant, and its attorneys and insurers harmless, to the fullest extent of the law, for all claims by anyone brought by through or against any such person arising in any way from discharge of a firearm or other weapon on the Property.

5.17 Restriction on Partition or Combination of Lots. No Lot may be divided, subdivided, partitioned or otherwise revised in any manner, without the prior written approval of the Architectural Control Committee and the Declarant to the extent the Declarant Control Period is not expired. An Owner owning two Lots, following approval from the Architectural Control Committee (and other building requirements as described herein), place his residence on both Lots, and such Owner shall be assessed one Lot at the Regular Rate and one Lot at the Vacant Rate. Additionally, an Owner owning contiguous Lots may complete all applicable governing requirements for replatting his contiguous Lots into a single Lot. Upon completing such replatting, Owner shall provide all requested documents to the Architectural Control Committee, and shall thereafter be assessed only one Lot assessment at the Regular Rate. Notwithstanding the foregoing, Declarant reserves the right to subdivide, change the boundary line of and replat any Lot(s) owned by Declarant.

(a) Each Lot shall be conveyed, transferred, gifted, devised, bequeathed, encumbered, or otherwise disposed of, as the case may be, with all appurtenant rights and interests created by law or by this Declaration, including the Owner's membership in the Association and the right to use the Common Areas, and with the appropriate allocation of voting rights and liability for Assessments established for the Lot as provided in this Declaration.

(b) If Owner of two contiguous Lots places one residence on the contiguous Lots without replatting – such Owner shall be entitled to the number of Votes assigned to both Lots.

(c) If Owner completes the process of replatting his contiguous Lots into a single Lot, Owner shall only have the number of Votes assigned to a single Lot.

(d) Subsections (b) and (c) shall not apply to any action by the Declarant related to Lots owned by the Declarant.

5.18 Natural Cover. All natural tree cover should be maintained whenever possible. Trees may be removed for new home construction, swimming pools, driveways, and other similar structures. However, large scale removal of trees requires approval from the Architectural Control Committee, approval for which may be denied for any reason. Additionally, Owner's desiring to remove trees with 10 inches or more in diameter must obtain approval from the Architectural Control Committee. Underbrush and undesirable low vegetation may be removed at Owner's discretion.

5.19 Utility Easements. Easements for installation and maintenance of utilities will be established by Declarant, including without limitation, the utilities reserved and established pursuant to Section 10.02 of this Declaration. No structure (except fences) may be erected upon any utility easement. Neither Declarant nor any utility company using the easements will be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of any Owner located on the land covered by any easements. All utility services to Units and Outbuildings shall be underground, and no overhead or on the ground utilities shall be permitted at anytime except for use by temporary structures while buildings are under construction.

5.20 Parking. No vehicles, trailers, or implements or apparatus may be operated or parked in any portion of the Property designated as a Common Maintenance Area or on any easement, unless in use for maintaining such Common Maintenance Area. Further, no motorized vehicle or similar equipment or farm or ranch equipment shall be parked or stored in an area visible from any roadway except passenger automobiles, passenger vans, motorcycles, pickup trucks, ATVs and 4-wheelers or other off-road vehicles, living-quarters trailers, livestock trailers, and a farm tractor with attached implements and the like that are in good operating condition, have current license plates and inspection stickers and are in current use.

5.21 Pets and Animals. Dogs, cats, or other qualified animals may be kept as household pets. Livestock may be raised and kept on a Lot of a number equal to the sum of one head of livestock per one (1) acre within the boundary of a Lot. Poultry may be raised and kept on the Property, but they must be confined in such a manner as to not roam freely beyond the boundaries of a Lot upon which they are raised. No person shall raise or keep on a Lot any animals that may interfere with the quiet enjoyment and health and safety of individuals in the Community.

## ARTICLE 6 COMMON MAINTENANCE AREAS AND COMMON AREAS

6.01 Association to Hold Title. The Association shall own all the Common Maintenance Areas, including, without limitation, the Common Areas, any improvements located on, and the rights and easements appurtenant to such property in fee simple. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Maintenance Area or convey such title to the Association.

6.02 Association's Maintenance Obligation. From the recordation of this Declaration in the County Records, the Association shall assume all maintenance obligations with respect to any Common Maintenance Areas which may be hereafter established, including, without limitation, maintaining improvements and landscaping as well as making all repairs incident to the Common

Maintenance Areas consistent with the standards of the Property.

6.03 Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Maintenance Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Maintenance Areas to replace that which has been condemned or to take whatever steps it deems are reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to lack of available land for additional Common Maintenance Areas or for whatever reason, any remaining funds may be utilized by the Association for the general maintenance fund.

6.04 Release of Liability. The Association (including, without limitation, the Board, the Directors, Committees or any Committee Members) shall not be responsible for any loss, damage, or injury to any Person or property arising out of the authorized or unauthorized use of the Common Maintenance Areas, including, without limitation, the Common Areas and any improvements or fixtures thereon.

## ARTICLE 7 ARCHITECTURAL CONTROL COMMITTEE

7.01 General. For the purpose of further assuring the orderly and uniform development of the Property as a residential Property of good and desirable character, and in order to carry out a general plan of development for the benefit of each and every purchaser of a Lot in the Property, the following additional restrictions, covenants, conditions and limitations are established, and the Lots will be held and will be conveyed subject to such restrictions, reservations, covenants and conditions.

7.02 Architectural Control Committee. During the Declarant Control Period the Declarant will designate and appoint an Architectural Control Committee consisting of a minimum of one (1) and a maximum of three (3) persons, which will serve at the pleasure of the Declarant. Decisions of the Architectural Control Committee will be made by a majority of the members of the Architectural Control Committee. After the termination of the Declarant Control Period, a majority of the Board of Directors will designate and appoint the members of the Architectural Control Committee. The majority of the Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Control Committee, the Declarant (or the Board, as the case may be) may designate a successor. The Architectural Control Committee will not be liable for damages to anyone submitting plans to it for approval or any Owner or occupant of the Property by reason of error or mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans.

(a) During the Declarant Control Period, members of the Committee may be removed for any reason by Declarant, and in the event of the death, resignation, or removal of a member of the Committee, Declarant shall have full authority to designate a successor.

(b) After the termination of the Declarant Control Period, the rights of the

Declarant with respect to removal and appointment of members of the Committee shall vest in the Association, acting by and through its Board of Directors.

7.03 Architectural Review and Approval. No improvements of any character (including without limitation any Unit, residence, Outbuilding, paving, pool, fence, driveway, or other improvement) may be erected, nor the erection thereof begun, nor changes made in the exterior design thereof after original construction, on any Lot until plans and specifications have been submitted to and approved in writing by the Architectural Control Committee. Such approval will include the exterior design, materials to be used, the plot plan for the Lot, as well as harmony of design within the Property. The Architectural Control Committee is hereby granted broad powers to construe and apply these restrictions, covenants and conditions and to decide on questions arising hereunder. Following the completion of construction, no building, fence, free-standing mailbox, or other structure shall be occupied or otherwise utilized until the Committee has determined that the complete building, fence, or other structure was erected, placed, or altered on the Lot in compliance with the approved plans and specifications.

7.04 Procedure. Plans and specifications, the application attaching them, and the design review fee, shall be submitted to the Committee at least fifteen (15) days prior to the commencement of any construction. These plans and specifications shall include the floor plans and elevations of all faces of the structures, and copies of the above-described plans and specifications shall be retained by the Committee. The Committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. Decisions of the Committee shall be made by majority vote of the members of the Committee. If said Committee fails to approve or disapprove said plans and specifications within fifteen (15) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. A complete building, fence, or other structure shall be deemed to have been constructed in compliance with the plans and specifications unless within sixty (60) days after completion of construction the Committee places on record an instrument setting forth its disapproval. Any disapproval shall set forth the elements disapproved and the reason or reasons therefore but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Committee in this respect shall be in the exercise of its sole and absolute discretion and absolute discretion and shall be final and conclusive. The Committee may approve any deviation from these covenants and restrictions as the Committee, in its sole and absolute discretion, deems consistent with the purposes hereof. Approval by the Committee of the plans and specifications or its determination that the completed building, fence, or other structure has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgement by the Committee that such are in accordance with these covenants and restrictions, and such acknowledgment shall be binding against the Owners of the Lots and the Property.

7.05 Architectural Guidelines. The Architectural Control Committee may, from time to time, publish and promulgate Architectural Guidelines which will supplement the covenants and restrictions set forth in this Declaration and the rules and regulations promulgated by the Architectural Control Committee and are incorporated herein by reference. The Architectural Control Committee may, from time to time, amend the Architectural Guidelines, provided the amended guidelines keep with the overall quality, general architectural style and design of the community. The Architectural Control Committee may make final decisions in interpreting the general intent, effect and purpose of those matters for which it is responsible in accordance with



these Covenants and Restrictions. The Architectural Control Committee will endeavor to promulgate the Architectural Guidelines in such a manner that only materials complying with all applicable laws and regulations are specified therein, but each Owner of a Lot (and not the Architectural Control Committee) is responsible for complying with such laws and regulations on his or her respective Lot. If the Architectural Control Committee should be advised that materials specified by the Architectural Guidelines do not comply with applicable laws or regulations, the Architectural Control Committee will use reasonable efforts to inquire into the nature of the non-compliance and to make appropriate revisions of the Architectural Guidelines. The Architectural Control Committee may establish a design review fee to accompany the submissions of plans and specifications from time to time and amend it accordingly.

7.06 Variance. The Architectural Control Committee may, but is not obligated to, grant variances to any provision contained in this Declaration when, in its opinion and in its sole and absolute discretion, such variance will not impair or detract from the high-quality development of the Property and/or is justified due to aesthetic considerations or unusual circumstances. All variances must be in writing and must be signed by at least a majority of the Committee's members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration applicable to the Lots for any purpose except as to the particular Lot and the particular matter covered by the variance, and such variances shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions of the Declaration or the Rules.

7.07 Work in Progress. At its option, the Architectural Control Committee may, but is not obligated to, inspect any work in progress to insure compliance with approved Plans and Specifications.

7.08 Limitation of Liability and Indemnification. Review and approval of any application pursuant to these Declarations is made on the basis of aesthetic considerations only, and the Architectural Control Committee shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes and other governmental regulations, or (iii) conformity of quality, value, size, or design among Lots. The Architectural Control Committee shall use its own judgment in accepting or disapproving all plans and specifications submitted to it. Neither the Architectural Control Committee nor any individual Committee member shall be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent the Architectural Control Committee or any individual Committee member acted with malice or harmful intent. Approval by the Architectural Control Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Architectural Control Committee has approved plans and specifications, neither the Committee nor any of its members shall be responsible or liable to any other Owner, builder, or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval of the construction of improvements. The Architectural Control Committee's approval of any application shall not be deemed to be a representation or warranty that the construction or modification of any improvement pursuant to such approval shall be free of defects in the quality of materials or labor provided or in its design. Each Owner should obtain whatever soil reports, foundation studies, and/or engineering studies the Owner deems necessary to determine the adequacy of construction of any improvement prior to the purchase of a Lot. Neither the Board, the Architectural Control

Committee, nor any agent thereof, nor Declarant, nor any of its shareholders, officers, directors, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the provisions of the Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Architectural Control Committee shall be defended and indemnified by the Association in any such suit or proceeding which may arise by reason of the Architectural Control Committee's review or decision in accordance with Chapters 8 and 22 of the Texas Business Organizations Code, as amended (but, in case of any such amendment only to the extent that such amendment permits broader indemnification than permitted prior to such amendment).

## ARTICLE 8 OWNER'S LOT MAINTENANCE AND OBLIGATION TO REPAIR

8.01 Maintenance and General Repair. Each Owner must, at his or her sole cost and expense, repair and maintain his or her Unit and Outbuildings in the same condition as when first built, except for normal wear and tear.

8.02 Right of Association to Enter. Each Owner shall maintain his Lot in accordance with these Declarations. The Association may, but shall not be obligated to, assume the maintenance responsibilities of such Owner, as provided for Enforcement in this Declaration, if, in the opinion of the Board, the level and quality of maintenance being provided by such Owner does not satisfy the standard. Entry upon the Lot for purposes of enforcement, as provided in Article 13 of this Declaration herein, shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

## ARTICLE 9 EXPANSION AND WITHDRAWAL OF PROPERTY

9.01 Reservation of Right to Expand. Declarant, including, without limitation, its successors or assigns as defined in Section 2.10, reserves the right, but shall not be obligated, to expand the effect of this Declaration to include all or part of the Expansion Property. The consent of the Owners and the Mortgagees shall not be required for any such expansion, and Declarant may proceed with such expansion without limitation at its sole option. Declarant shall have the unilateral right to transfer to any other person this right to expand by an instrument duly recorded in the Official Public Records of Parker County, Texas. Declarant shall pay all taxes and other governmental assessments relating to the Expansion Property as long as Declarant is the owner of such property.

9.02 Completion of Expansion. When Declarant has determined that no further property shall be added to the Property, Declarant shall notify the Association in writing. Until such notice is given, Declarant retains the right to designate additional property as Expansion Property.

9.03 Declaration of Annexation. Any expansion of the Property may be accomplished by recording a Declaration of Annexation and one or more supplemental Plats in the Official Public Records of Tarrant County, Texas, before the expiration of the Declarant Control Period. The Declaration of Annexation shall describe the real property to be expanded, submitting it to this

Declaration and provide for voting rights and Assessment allocations as provided herein. Specifically, each new Lot in the annexed area shall be allocated the right to vote and liability for the Assessments equal to the liability allocated to each of the other Lots, and the proportionate voting interest shall be adjusted accordingly for Class A and Class B members. Such Declaration of Annexation shall not require the consent of the Owners, the Association, or the Board. Any such expansion shall be effective upon the filing of the record of such Declaration of Annexation in the Official Public Records of Tarrant County, Texas, unless otherwise noted therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion.

(a) Upon recordation of the Declaration of Annexation, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Property as expanded. Such Declaration of Annexation may add supplemental covenants particular to the Expansion Property in question, or delete or modify provisions of this Declaration as it applies to the Expansion Property added; however, this Declaration may not be modified with respect to the portion of the Property already subject to this Declaration, except as provided in this Declaration for Amendments.

9.04 No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant to annex any property to this Declaration and no owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

9.05 Withdrawal of Property. Declarant reserves the right to withdraw from the jurisdiction of this Declaration any parcel of Property (including the Expansion Property), provided, however, that no parcel may be withdrawn after it has been conveyed to a purchaser unless such purchaser consents thereto in writing.

## ARTICLE 10 EASEMENTS

10.01 General. The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities will be governed by the following:

(a) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Property and the utility crosses multiple Lots, the Owner of the Lot served by the utility is granted an express easement to repair, replace, and generally maintain the connections, lines or facilities whenever necessary.

(b) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Property, and the connections, lines or facilities serve more than one Lot, the Owner of each Lot served by the connections, lines or facilities will be entitled to the full use and enjoyment of the portions of the connections, lines or facilities which service the Owner's Lot.

10.02 Reservation of Blanket Easement for Installation of Utilities. Declarant hereby reserves a blanket easement over the Lots for the installation and maintenance of electric,

telephone, cable television, water, gas and sanitary sewer lines and drainage facilities. In connection with the conveyance of a Lot or Lots by the Declarant, the portion of the blanket easement covering the conveyed Lot or Lots may, at Declarant's option, be modified to expressly locate the easement areas in which such utilities and related facilities are to be located on the conveyed Lot or Lots. In the event the Declarant does not elect to expressly locate the easement areas in which such utilities and related facilities are to be located in connection with the conveyance of a Lot or Lots, the easement shall remain blanket in nature with respect to the conveyed Lot or Lots, and the Declarant shall maintain the right to expressly locate the easement areas in which such utilities and related facilities are to be located at a subsequent date, provided that the easement areas shall be located on the conveyed Lot or Lots as reasonably necessary to accommodate the construction of improvements on the Lot or Lots. The Declarant shall have the right to grant and transfer the easements as necessary to the respective utility providers.

10.03 Owner's Easement of Access and Enjoyment. Every Owner has a perpetual, non-exclusive easement for access to and from his Lot and for the use and enjoyment of the Common Maintenance Areas and Common Areas, which easement is appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration.

(a) Access to and from his Lot shall include access on River Springs Road to be originally constructed by Declarant and thereafter maintained by the Association.

(b) Any Owner may delegate, in accordance with the Documents, its right of access and enjoyment described in this Section to its employees, family, guests, or invitees. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessees of such Lot.

(c) In addition to other rights of the Association to enforce this Declaration as described herein, the Association may suspend the right of use of the Common Maintenance Areas and Common Areas of any Owner for any period during which any assessment against his Lot remains unpaid, and for any period not to exceed sixty (60) days for any infraction of this Declaration or the Rules.

(d) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or part of the Common Maintenance Areas and Common Areas, if any, to any public agency, authority, or utility for such purposes and subject to the conditions as may be agreed by the Association. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners agreeing to such dedication or transfer has been recorded.

10.04 Temporary Construction Easement. All Lots shall be subject to easement of ingress and egress for the benefit of Declarants, their employees, subcontractors, successors and assigns, over and upon the front, side, and rear yards of the Lots as may be expedient or necessary for the construction, servicing, and completion of dwellings and landscaping of adjacent Lots; provided that such easement granted herein shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by Declarant.

10.05 Easements of Record. The Property shall be subject to all easements shown on any

Plat and to any other easements of use or of record in the County Records as of the date of first recordation of this Declaration in the County Records.

(a) All easements described herein are easements appurtenant to and running with the land, they shall at all times shall inure to and be binding upon the Owners, and their grantees, and respective heirs, successors, personal representatives, and assigns, perpetually and in full force (unless otherwise stated herein).

10.06 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the performance of their duties.

10.07 Fence Easement and Maintenance. A pipe fence shall be originally erected and installed by Declarant along the rear boundary of Lots 7-13 stretching the length of River Springs Road (the "Fence"). The Association shall maintain a 2-foot easement on the inside of the Fence on each Lot which the Fence is installed for maintenance of such fence. In addition, a pipe gate may be erected and installed by Declarant or the Association on the portion of Lot 7 at the entrance to River Springs Road. The Association shall maintain a 2-easement on the inside of such gate on the Lot the gate is installed for maintenance of such gate.

## ARTICLE 11 NOTICES

11.01 Any notice required to be sent to any Owner under the provisions of this Declaration will be deemed to have been properly sent when mailed, postage pre-paid, to the street address of such Owner's Lot; sent to an email address as provided by Owner to the Association (it being the responsibility of the Owner to provide an updated address); or personal delivery to an Owner's Lot. In addition, the Association may provide notice as provided in Chapters 202 and 209 of the Texas Property Code for regular and special meetings of the Board.

## ARTICLE 12 DURATION OF RESTRICTIONS

12.01 Duration. These covenants, conditions and restrictions run with the land and are binding upon all affected parties for a period of thirty (30) years after the date this Declaration is recorded in the Official Public Records of Parker County, Texas. After that time, these covenants, conditions and restrictions will be automatically extended for successive periods of ten (10) years, unless an instrument signed by no less than two-thirds (2/3) of the then Owners of the Lots within the Property has been recorded, agreeing to change these covenants, conditions or restrictions, in whole or part.

12.02 Amendments. Subject to Article 9, this Declaration, or any provision of it, may only be terminated, extended, modified, amended, or revoked as to the whole or any portion of the Property as follows:

(a) Prior to the Sale of Lots. Prior to the sale of any Lot (excluding any sale to a Successor Declarant), Declarant (including a Successor Declarant) may terminate, extend, modify, amend, or revoke this Declaration as to a whole or any portion of the Property by recording

in the Official Public Records of Parker County, Texas, a document signed by Declarant stating the action taken.

(b) After Sale of Lots but During Declarant Control Period. After the sale of any Lot (excluding any sale to a Successor Declarant), but before the expiration of the Declarant Control Period, Declarant (including a Successor Declarant) may terminate, extend, modify, amend, or revoke this Declaration as to a whole or any portion of the Property. A copy of the Document stating the action intended to be taken by Declarant and a notice of the Owner's rights under this Section shall be sent to Owner by first class mail, postage prepaid, to the address of the Owner's Lot. Unless written objection is received by Declarant from the Owners holding 80% or more of the votes within 30 days of the date of mailing the notice to the Owners, the action proposed to be taken by Declarant shall be considered approved and shall become final. Declarant shall then record in the County Records, a document stating the action taken, together with a certificate certifying that the notice was given to the Owners as required herein, and that fewer than 80% of the Owners objected to the action.

(c) After the Declarant Control Period. After the Declarant Control Period, this Declaration, or any provision of it, may be terminated, extended, modified, amended, or revoked as to the whole or any portion of the Property upon the written consent of Owners holding 67% or more of the votes in the Association. Any document shall be immediately effective upon recording in the County Records, a copy of such executed and acknowledged by necessary number of Owners, or, alternatively, upon the recording in the County Records of a copy of the document together with a certificate signed by an officer of the Association stating that the required number of consents of Owners were obtained.

12.03 Declarant's Approval. Notwithstanding the provisions of Section 9.02, no termination, extension, modification, or amendment of this Declaration shall be effective in any event during the Declarant Control Period unless the written approval of the Declarant is first obtained.

12.04 Effect of Amendments. Amendments made pursuant to this Section shall inure to the benefit of and be binding upon all Owners, their families, tenants, guests, invitees, and employees and their respective heirs, successors, and assigns. Joinder of the first mortgagees shall not be required in order to affect an amendment.

12.05 Assignment of Declarant's Rights. Declarant may assign or convey by appropriate instruments to any person or entity, any or all of the rights, reservations, easements and privileges herein reserved by it, and upon the duly recording of such assignment or conveyance, the assigns or grantees, at their option, may exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as though directly reserved by them in this instrument.

## ARTICLE 13 ENFORCEMENT

13.01 Binding Effect. The covenants, conditions and restrictions set forth herein run with the land and bind the Declarant and all parties claiming by, through and under Declarant or any

Owner. Each Owner of a Lot will be deemed to agree and covenant with the Declarant, all other Owners and their respective successors in title, and with each of them, to conform to and observe all covenants, conditions and restrictions as to the use of said Lot and the improvements thereon; provided, however, that no such person or entity will be liable except in respect to breaches committed during its, his or their ownership of their Lot. The violation of any restriction, covenant or condition will not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against the Lot, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to the restrictions, covenants and conditions set forth in this Declaration.

13.02 Enforcement. Enforcement of this Declaration may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages. Failure by Declarant, the Association, or any Owner to enforce any covenant or restriction herein contained will in no event be deemed a waiver of the right to do so thereafter. Any such failure to enforce any covenant or restriction by Declarant, the Association, or any Owner will not be actionable or subject Declarant, the Association, or any Owner to any claim for damages or otherwise for failure to enforce. If Declarant or the Association prevails in any action enforce the Documents it shall be entitled to recover all costs and expenses, including, without limitation, attorney's fees and court costs incurred in such action.

13.03 Remedies. In the event the failure of an Owner or occupant to comply with the covenants, conditions and restrictions set forth herein, including, without limitation, the Rules that may be promulgated by the Association, continues for 15 days following written notice of a default, the Declarant, the Association, or the Architectural Control Committee may enter upon said Lot and cure the default and may charge the Owner or occupant for the cost of the cure by submitting a statement setting forth the cost of the cure to the Owner or occupant of the Lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot, to pay the charge set forth in the statement immediately upon receipt thereof, together with interest at the rate of 12% per annum, and reasonable costs of collection, including court costs and attorneys' fees. The charge will constitute a continuing lien upon the Lot after an affidavit of lien is filed in the County Records, as well as the continuing personal obligation of the Owner or occupant of the Lot at the time the charge is imposed. In addition to monetary fines, as described below, the Association may also suspend access to Common Maintenance Areas and other recreational facilities operated by the Association within the Property. All remedies are cumulative and not exclusive.

13.04 Fines. The Association may, in its sole discretion, establish and implement a system of fines and monetary sanctions for the enforcement of the restrictions in this Declaration. This will include all attorneys' fees incurred by the Association in enforcing these restrictions. All fines and sanctions for violation of these restrictions will be set forth in the rules and regulations promulgated by the Architectural Control Committee.

(a) Fines may be assessed to owners or builders for violations of the Declarations or the Rules. In the sole discretion of the Architectural Control Committee, builders who do not conform to the Declarations or the Rules may be fined, denied "Approved Builder Status," (to the extent such status is granted), and may be banished from future construction within the Property.

### 13.05 Limitation of Liability.

(a) The Association, including, without limitation, the Board and the Architectural Control Committee, shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or to estop the Association from enforcing any other covenant, restriction, rule in the Documents.

(b) Neither Declarant, the Association, the Board, nor any of their respective shareholders, officers, directors, committees, employees, or members shall be liable to any party for any action or any failure to act with respect to any matter arising by, through, or under the Documents if the action or failure to act was made in good faith. The Association shall indemnify all officers, directors, Board and committee members against all damages and expenses, including attorney's fees, reasonably incurred in connection with any action, suit, or other proceedings with respect to any act taken in their official capacity to the extent provided in this Declaration, the Certificate of Formation, the Bylaws, and the laws of Texas and the United States, including, without limitation, Chapters 8 and 22 of the Texas Business Organizations Code as amended (but, in case of any such amendment only to the extent that such amendment permits broader indemnification than permitted prior to such amendment).

## ARTICLE 14 SEVERABILITY

Invalidation of any of any of these covenants, conditions and restrictions by judgment or court order will in no way affect any of the other provisions which will remain in full force and effect.

## ARTICLE 15 MISCELLANEOUS

15.01 Rights and Obligations. The provisions of this Declaration, the Certificate of Formation, the Bylaws, and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees, and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, the Certificate of Formation, and the Bylaws, whether or not mention thereof is made in said deed.

15.02 Miscellaneous Provisions. Any provisions of this Declaration or of the Certificate of Formation or the Bylaws to the contrary notwithstanding, the following provisions shall control:



(a) Right to Assign. The Declarant may, by appropriate instruments, assign or convey to any person, organization, or corporation any or all rights, reservations, easements, and privileges herein reserved unto the Declarant. Upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements, and privileges, or any one or more of them, at any time or times in the same way and manner as Declarant may exercise, transfer, or assign such rights, reservations, easements, and privileges.

(b) Declarant's Activities. Notwithstanding anything to the contrary contained herein, the Declarant, and its successors and assigns, reserves for itself and its designated agent or agents the right to use any Lot owned by it for a temporary office location and the right to place thereon a sign or signs.

(c) Upon the request of any holder of a first mortgage of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Declaration or the Bylaws or Association rules and regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of such dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

(d) All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neutral gender, shall include all other genders; the singular include the plural, and vice versa.

(e) Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

(f) Conflicts. In the event of conflict between the terms of this Declaration and the Bylaws, rules regulations, or Certificate of Formation of the Association, this Declaration shall control.

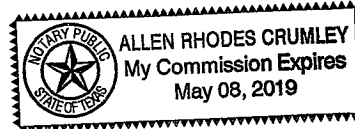
*(Signatures to follow on next page)*

DECLARANT:

RANA CORNUDA, LLC, a Texas limited liability company

By: Brian Griggs  
Brian Griggs, its Authorized Member

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §



Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Brian Griggs, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, in his representative capacity for Rana Cornuda, LLC, executed the same for the purpose and considerations therein expressed and under oath stated that the statements in the foregoing certificate are true.

Allen Rhodes Crumley  
NOTARY PUBLIC - STATE OF TEXAS