

**Kaufman County
Laura Hughes
County Clerk**

Instrument Number: 2023-0026539

**Billable Pages: 140
Number of Pages: 141**

FILED AND RECORDED - REAL RECORDS	CLERKS COMMENTS
<p>On: 09/19/2023 at 01:54 PM</p> <p>Document Number: <u>2023-0026539</u></p> <p>Receipt No: <u>23-24762</u></p> <p>Amount: \$ <u>582.00</u></p> <p>Vol/Pg: <u>V:8233 P:204</u></p>	<p>E-RECORDING</p>



**STATE OF TEXAS
COUNTY OF KAUFMAN**

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Ashley Kirby, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

SILVER STAR TITLE, LLC DBA SENDERA TITLE
1409 SUMMIT AVENUE
FORT WORTH, TX 76102



#2023-0026539

This instrument is being re-recorded in accordance with Texas Property Code § 5.028 to include the legal description prepared in connection with the preparation of the original instrument but inadvertently omitted from the original instrument.

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2023-0024772

Billable Pages: 136
Number of Pages: 137

FILED AND RECORDED - REAL RECORDS	CLERKS COMMENTS
<p>On: 08/31/2023 at 02:53 PM</p> <p>Document Number: <u>2023-0024772</u></p> <p>Receipt No: <u>23-23140</u></p> <p>Amount: \$ <u>566.00</u></p> <p>Vol/Pg: <u>V-8213 P-212</u></p>	<p>E-RECORDING</p>



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura Hughes, County Clerk

Recorded By: Beatriz Sueda, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:
SILVER STAR TITLE, LLC DBA SENDERA TITLE
1409 SUMMIT AVENUE
FORT WORTH, TX 76102



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LOVERS LANDING

This Declaration of Covenants, Conditions and Restrictions for Lovers Landing is made on the date hereinafter set forth by Declarant (as hereinafter defined).

Declarant is the owner of the Property (as herein defined). Declarant desires to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property. The Declaration is intended to provide a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. In furtherance of such plan, Declarant has caused or intends to cause the Lovers Landing Homeowners' Association, Inc. to be formed as a Texas nonprofit corporation to own, operate and maintain the Common Maintenance Areas (as defined herein) and to administer and enforce the provisions of this Declaration.

Declarant hereby declares that all of the Property shall be held, sold, used and conveyed subject to the easements, restrictions, covenants and conditions contained in this Declaration, which shall run with the title to the Property. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner of any portion of the Property.

ARTICLE I DEFINITIONS

1.1 "ACA" or "Architectural Control Authority" shall have the meaning given to such terms in Section 6.2 hereof. The ACA may also be referred to or may act as the "ACC" or "Architectural Control Committee" at any time and from time to time at the ACA's sole discretion.

1.2 "ACA Standards" means standards and Initial Building Guidelines adopted by the ACA regarding architectural and related matters, including, without limitation, architectural design, placement of improvements, landscaping, color schemes, exterior finishes and materials and similar features which may be either recommended or required by the ACA for use within the Property.

1.3 "Architectural Control Committee" or "ACC" means the committee established under Section 6.3 hereof.

1.4 "Association" or "HOA" means Lovers Landing Homeowners' Association, Inc., a Texas nonprofit corporation, established for the purposes set forth herein.

1.5 "Association Easement" means (a) any easement reserved herein or created elsewhere intended for the construction, installation, operation, location or repair of any subdivision improvement, including, without limitation, the easement for subdivision fencing reserved in Section 9.6 hereof and any easement for any landscaping, subdivision sign, monument or entry feature, retaining, screening or perimeter wall or drainage facility, or (b) any other

easement for the benefit of the Association shown on a Recorded plat of the Property or otherwise created or shown in any instrument of Record.

1.6 **"Association Maintenance Fencing"** means any fencing installed by Declarant pursuant to an Association Easement.

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

1.8 **"Builder"** means any person or entity that purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person's or entity's business.

1.9 **"Bylaws"** means the bylaws of the Association.

1.10 **"Certificate"** means the Certificate of Formation of the Association.

1.11 **"City"** means the City of Forney.

1.12 **"Common Area"** and **"Common Areas"** means all areas (including the improvements thereon) within the Property owned or to be owned by the Association for the common use and enjoyment of the Members, including, without limitation, the real property described and/or depicted on **Exhibit "B"** attached hereto.

1.13 **"Common Expenses"** means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Member(s) and/or the Common Maintenance Areas.

1.14 **"Common Maintenance Areas"** means the Common Areas, if any, and any areas within public rights-of-way or easements (public and private), portions of Lots, public parks, private streets, landscaping, entry features and/or fence or similar areas that either the Board deems necessary or appropriate to maintain for the common benefit of the Members or that are shown on a Recorded plat of the Property or portion thereof as being maintained by the Association.

1.15 **"County"** means Kaufman County, Texas.

1.16 **"Declarant"** means Bloomfield Homes L.P., and its successors and assigns as provided in **Section 12.12** hereof.

1.17 **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions for Lovers Landing, and any amendments and supplements thereto made in accordance with its terms.

1.18 **"Designated Interest Rate"** means the interest rate designated by the Board from time to time, subject to any interest limitations under Texas law. If the Board fails to designate an interest rate, then the interest rate shall be the lesser of twelve percent (12%) per annum or the highest rate permitted by Texas law. The Designated Interest Rate is also subject to the limitations in **Section 12.6** hereof.

1.19 **"Development Period"** means the period commencing upon the date of this Declaration and expiring upon the earlier of (a) when Declarant does not own any real property

within the Property, or (b) when Declarant executes a document stating the Development Period has terminated, which termination document may be executed during the period when Declarant still owns real property within the Property.

1.20 "**Dwelling**" means any residential dwelling situated upon any Lot.

1.21 "**Entry Signs**" means the entry feature signs for the subdivision that are or may be placed by Declarant or its agents on the Common Area, Common Maintenance Areas and/or any area covered by an Association Easement.

1.22 "**Initial Building Guidelines**" means the initial building guidelines as set forth in **Exhibit "E"** attached hereto.

1.23 "**Land**" means any real property (other than areas dedicated to the City or County) within the Property that has not been platted as a Lot.

1.24 "**Lot**" means any separate residential building parcel shown on a Recorded subdivision plat of the Property, but only if such parcel has in place the infrastructure (including utilities and streets) necessary to allow construction of a Dwelling thereon. Common Areas and areas deeded to a governmental authority or utility, together with all improvements thereon, shall not be included as part of a Lot.

1.25 "**Member**" means any person, corporation, partnership, joint venture or other legal entity that is a member of the Association pursuant to the terms in **Article III** hereof.

1.26 "**Owner**" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded contract for deed, then the purchaser (rather than the fee Owner) will be considered the Owner.

1.27 "**Property**" means the real property described on **Exhibit "A"** attached hereto (other than areas dedicated to the City or County) and such additional property as is brought within the jurisdiction of the Association and made subject to this Declaration.

1.28 "**Record,**" "**Recording**" or "**Recorded**" means the filing of a legal instrument in the Public Records of Kaufman County, Texas, or such other place as may be designated as the official location for filing deeds, plats and similar documents affecting title to real property.

ARTICLE II PROPERTY RIGHTS

2.1 **Owners' Easements of Use and Enjoyment.** Every Owner will have a right and non-exclusive easement of use, access and enjoyment in and to the Common Areas, subject to any limitations set forth herein, including, without limitation, the following:

(a) **Rules.** The right of the Association to establish and publish rules and regulations governing the use of the Common Areas and/or the Lots.

(b) **Suspension of Common Area Use Rights.** The right of the Association to suspend the right of use of the Common Areas for any period of time during which any assessment against such Owner's Lot is due and remains unpaid.

(c) **Conveyance of Common Area.** The right of the Association, subject to the provisions hereof, to dedicate, sell or transfer all or any part of the Common Areas. However, no such dedication, sale or transfer will be effective unless there is an affirmative vote of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.

(d) **Mortgage Common Area.** The right of the Association, subject to the provisions hereof, to mortgage or lien all or any part of the Common Areas. However, the Common Areas cannot be mortgaged or liened without an affirmative vote of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.

2.2 **Prohibitions on Easement of Use and Enjoyment.** Each Owner's right and easement of use and enjoyment in and to the Common Area is further limited as follows:

(a) **No Transfer without Lot.** An Owner's right and easement of use and enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from such Owner's Lot.

(b) **No Partition.** Except as provided in Section 2.1(c) hereof, the Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.

2.3 **Right to Delegate Use and Enjoyment of Common Area.** Any Owner may extend his or her right of use and enjoyment to the members of such Owner's family, lessees and guests, as applicable, subject to the terms of this Declaration, the Bylaws and any reasonable rules of the Board. An Owner who leases his or her or its Dwelling is deemed to have assigned all such rights to the lessee of such Dwelling.

ARTICLE III MEMBERSHIP AND VOTING

3.1 **Membership - Owners.** Every Owner by virtue of ownership of a Lot or Land will be a Member of the Association. Membership will be appurtenant to and will not be separated from ownership of any Lot or Land (as applicable).

3.2 **Voting Rights.** The voting rights in the Association shall be as follows:

(a) **Members other than Declarant.** Except as provided in Section 3.2(b) below, Members shall be entitled to one (1) vote for each Lot owned. However, when more than one person or Owner holds an interest in any Lot, only one vote in total may be cast per Lot as the Owners of such Lot determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. The Association shall have no affirmative obligation to take any action to determine which Owner is the person designated to cast the Lot's vote. If the Owners fail to agree on, and advise the Association

of the person designated to cast the Lot's vote, then the Lot's vote shall be suspended if more than one person or entity seeks to exercise it.

(b) **Declarant.** Declarant shall be entitled to ten (10) votes for each Lot owned by Declarant and four (4) votes for each acre of Land owned by Declarant, regardless if the time of the vote is within or after the Development Period.

ARTICLE IV ASSESSMENTS

4.1 **Obligation to Pay Assessments.** Subject to and except as provided in this Article IV, each Owner of any Lot by acceptance of a deed therefor, whether or not it will be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments as provided in Section 4.3 hereof, (b) special assessments as provided in Section 4.6 hereof, and (c) specific assessments as provided in Section 4.7 hereof.

4.2 **Rate of Assessments.** Both annual assessments and special assessments shall be fixed at a uniform rate for all Lots, regardless of a Lot's location or size or the value of the Dwelling thereon.

(a) **Lots and Land Owned by Declarant – Exempt.** Except as provided in Section 4.5 below, during the Development Period all Lots owned by Declarant shall be exempt from all assessments (annual assessments, special assessments and specific assessments) and Declarant shall not be obligated to pay any assessments for the Lots. Notwithstanding anything contained herein to the contrary, Declarant shall never be obligated to pay assessments for any Land owned by Declarant.

4.3 **Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all Lots on a date to be determined by the Declarant. The amount of subsequent annual assessments against each Lot shall be fixed by the Board at least thirty (30) days in advance of each assessment period, provided that if the Board fails to timely fix such annual assessment for any assessment period, the annual assessment in effect for the previous assessment period shall remain in effect until thirty (30) days after the Board fixes the subsequent annual assessment for the current or next assessment period. Written notice of the annual assessment shall be sent to an Owner of every Lot subject thereto. The due dates shall be established by the Board. The Board shall also establish whether the annual assessment shall be paid annually, quarterly or monthly.

4.4 **Annual Assessment – Increases.** The annual assessment may be increased by the Board, provided that the Board gives written notice of the increase to the Members at least thirty (30) days in advance of the effective date of such increase. No vote or other approval shall be required for the increase to be effective unless the increase is more than ten percent (10%) of the prior annual assessment. If the increase is more than ten percent (10%), then the increase may be disapproved and rejected by a sixty-seven percent (67%) or greater vote of the votes of Members entitled to be cast, provided that the vote occurs and the Board receives evidence thereof within sixty (60) days of the date of the increase notice.

4.5 **Declarant's Obligation to Pay Budget Deficits.** If at any time during the Development Period the Association's operating expenses exceed the assessments received by the Association from the Owners (the "Budget Deficit"), Declarant shall fund the amount of such

Budget Deficit to the Association; provided, however, that in no event shall Declarant be obligated to pay more than an amount equal to the full annual assessment rate applicable to Improved Lots for the Lots (but not Land) owned by Declarant to make up such Budget Deficit. Notwithstanding the foregoing, if the Budget Deficit is the result of the failure or refusal of an Owner or Owners to pay their annual, special or specific assessments, the Association will diligently pursue (and Declarant may also pursue at its option) all available remedies against such defaulting Owners and will promptly reimburse Declarant for any Budget Deficit funded by Declarant from any amounts collected from such Owner or Owners. In no event shall Declarant be obligated to pay any Budget Deficit attributable to the period of time after the Development Period. Furthermore, Declarant's agreement to pay Budget Deficits under this Section 4.5 shall in no way eliminate or diminish Declarant's exemption from all assessments when no Budget Deficit exists.

4.6 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to cover expenses which the Board determines, in its sole discretion, to more appropriately be handled outside of the regular operating budget, provided that any such special assessment must have an affirmative vote of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.

4.7 Specific Assessments. The Association shall have the power to levy specific assessments against a particular Lot to (a) cover costs incurred in bringing a Lot into compliance with this Declaration, (b) cover costs incurred as a consequence of the conduct (or the failure to act) of the Owner or occupant of a Lot, their agents, contractors, employees, licensees, invitees or guests, and/or (c) collect any sums due by the Owner to the Association (other than annual assessments or special assessments or interest or late charges related thereto), including, without limitation, fines.

4.8 Purpose of Annual and Special Assessments - Reserve. Annual assessments and special assessments levied by the Association shall be used for Common Expenses. The Association may establish and maintain a reserve fund for the periodic maintenance, inspection, repair and replacement of improvements to the Common Maintenance Areas.

4.9 Personal Obligation to Pay Assessments. Each assessment provided for herein, together with interest at the Designated Interest Rate, late charges and collection costs (including, without limitation, reasonable attorneys' fees) shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no mortgagee under a Recorded first purchase money mortgage or beneficiary of a Recorded first deed of trust (meaning any Recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust), shall be liable for unpaid assessments which accrued prior to the mortgagee's acquisition of title. In addition, no mortgagee shall be required to collect assessments.

4.10 Capitalization of Association - Payment .

(a) Each Owner (other than Declarant or a Builder) of a Lot with a completed Dwelling thereon will pay a contribution to the Association (the "Initial Contribution"), which amount shall be due immediately upon the transfer of title to the Lot. Upon the purchase and/or resale of a Lot with a completed Dwelling from Declarant or another Builder or an occupying Owner, the Initial Contribution initially shall Be \$350. The Initial

Contribution will be charged each and every time the Lot is sold (if the Association is in existence). The Initial Contribution can be adjusted up to ten percent (10%) per year by the Board, at the Board's sole discretion; provided, however, any yearly increase which would exceed ten percent (10%) of the amount of the previous year will require approval of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.

(b) Notwithstanding the foregoing provision, the following transfers will not be subject to the requirement to pay the Initial Contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child or parent. In the event of any dispute regarding the application of the Initial Contribution to a particular Owner, the Board's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this Section 4.10. The Initial Contribution will be in addition to, not in lieu of, any other assessments or other charges levied in accordance with this Article IV and will not be considered an advance payment of such assessments. The Association will have the power to waive the payment of any Initial Contribution attributable to a Lot by the execution and recordation in the Public Records of a waiver notice executed by a majority of the Board.

4.11 Failure to Pay Assessments; Remedies of the Association. With respect to any assessment or other sum due herein not paid within ten (10) days after the due date, the Association shall have the right to: (a) charge a late fee in an amount determined by the Board; (b) charge interest on the amount due at the Designated Interest Rate from the due date until the date the sum is paid; (c) charge costs and fees related to the collection of the sum due; and/or (d) exercise any other remedies available to the Association as provided elsewhere in this Declaration. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Areas or abandonment of his or her Lot. The failure to pay assessments shall not by the terms of this Declaration constitute a default under an insured mortgage, unless otherwise provided by the terms of such mortgage.

4.12 Lien.

(a) **Creation of Lien.** The Association shall hereby have a continuing lien against each Lot to secure payment of delinquent assessments (annual assessments, special assessments and specific assessments), as well as interest at the Designated Interest Rate, late charges and costs of collection, including, without limitation, court costs and attorneys' fees, and any other fees or charges that are authorized under or pursuant to this Declaration. Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and Record a document setting forth as to any Lot, the amount of delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the payment thereof. However, the failure of the Association to execute and Record any such document shall not, to any extent, affect the validity, enforceability, perfection or priority of the lien.

(b) **Enforcement of Lien - Judicial or Nonjudicial.** The lien may be enforced by judicial foreclosure or by nonjudicial foreclosure; provided, however, that prior to any nonjudicial foreclosure, the Association shall first obtain a court order as required under

Section 209.0092(a) of the Texas Property Code, as amended, and otherwise comply with any applicable prerequisites or requirements for nonjudicial foreclosure under applicable law, including, without limitation, Chapter 209 of the Texas Property Code, as amended. Each Owner by accepting title to a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Lot to the Owner, a private power of nonjudicial sale. The Board may appoint, from time to time, any person including an officer, agent, trustee, substitute trustee or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board's meeting. A foreclosure must comply with the requirements of applicable law, including, without limitation, Chapter 209 of the Texas Property Code, as amended. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, as amended, or in any manner permitted by law. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees, subject to applicable provisions of the Bylaws and applicable law, such as Chapter 209 of the Texas Property Code, as amended. The Association has the power to bid on the lot at foreclosure sale and to acquire, hold, lease, mortgage and convey same.

(c) **Subordination of Lien.** The lien of the assessments provided for herein is subordinate to the lien of any Recorded first purchase money mortgage or deed of trust against a Lot.

(d) **Effect of Conveyance.** An Owner that conveys title to a Lot shall not be liable for assessments that are attributable to the period after the conveyance of the Lot, except as provided in Section 4.12(e) below. However, a conveyance of title to a Lot shall not affect the assessment lien or relieve the Owner that conveys the Lot from personal liability for any assessments attributable to the period prior to the date of the conveyance, except as provided in Section 4.12(e) below.

(e) **Effect of Foreclosure.** The foreclosure of a first purchase money mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof will extinguish the lien of such assessment as to payments attributable to the period prior to the foreclosure, trustee's sale or deed in lieu thereof. However, a foreclosure of a first purchase money mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof will not relieve such Lot or Owner thereof from liability for any assessment attributable to the period after the foreclosure, trustee's sale or deed in lieu thereof. The foreclosure of a first purchase money mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof shall not release the Owner whose Lot is being foreclosed, sold at a trustee's sale or conveyed pursuant to a deed in lieu from the Owner's obligation to pay assessments attributable to the period prior to the date of such foreclosure, trustee's sale or deed in lieu thereof. For purposes of this Declaration, the use of the term "**first**" in connection with a mortgage or deed of trust shall refer to the lien priority as compared to other mortgages or deeds of trust.

ARTICLE V THE ASSOCIATION

5.1 **The Association - Duties and Powers.** The Association is a Texas nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth

in the Certificate, the Bylaws and this Declaration. The Association shall continue to exist until the Association is dissolved, regardless of if the corporate status expires, lapses or is forfeited. The Association shall have such rights, duties and powers as set forth herein and in the Certificate and the Bylaws.

5.2 **Board of Directors.** The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Certificate and the Bylaws. The Board shall have the powers granted in this Declaration, the Certificate, the Bylaws, and all powers provided by Texas law and all powers reasonably implied to perform its obligations and/or duties provided herein.

5.3 **Limitation on Liability.** The liability of an officer, director or committee member of the Association shall be limited as provided in the Certificate.

5.4 **Indemnification.** Subject to the limitations and requirements of the Texas Business Organizations Code, as amended (the "**TBOC**"), and in the Bylaws, the Association shall indemnify, defend and hold harmless every officer, director and committee member against all damages and expenses, including, without limitation, attorneys' fees, reasonably incurred in connection with any threatened, initiated or filed action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify, defend and hold harmless shall be limited to those actions for which a director's, officer's or committee member's liability is limited under the Certificate. Additionally, subject to the limitations and requirements of the TBOC and in the Bylaws, the Association may voluntarily indemnify, defend and hold harmless a person who is or was an employee, trustee, agent or attorney of the Association, against any liability asserted against such person or party in that capacity and arising out of that capacity.

5.5 **Insurance.**

(a) **Required Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect, the following insurance coverage, if reasonably available:

(i) **Property Insurance – Common Area.** Blanket property insurance covering loss or damage on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and within the Common Maintenance Areas to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership.

(ii) **General Liability Insurance.** Commercial general liability insurance on the Common Maintenance Areas, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf.

(b) **Additional Insurance.** The Board may obtain additional insurance as the Board determines advisable, including, without limitation, directors and officers liability insurance, fidelity insurance and any insurance to comply with any applicable insurance requirements of any federal agency or secondary mortgage market entity, including,

without limitation, the Federal Home Loan Mortgage Corporation ("**FHLMC**"), the Federal National Mortgage Association ("**FNMA**"), the U. S. Department of Veterans Affairs ("**VA**"), and the U.S. Department of Housing and Urban Development ("**HUD**"), to the extent applicable. In determining whether to obtain additional insurance and/or endorsements thereto that are discretionary the Board shall use its own business judgment to determine if such insurance and/or endorsement is advisable based on the cost and availability of the insurance and/or the endorsement compared to the risks associated therewith.

(c) **Review of Policies.** The Board shall periodically review the types and amounts of insurance coverage for sufficiency.

5.6 Contracts; Management and Maintenance. Subject to Section 209 of the Texas Property Code, the Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into management, operational or other agreements with other persons or entities; provided, however, that any such agreement shall require approval of the Board. The Board may employ for the Association a management agent or agents at such compensation as the Board may establish to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority.

5.7 Books and Records. The books and records of the Association shall be made open and reasonably available to the Members for inspection and copying as provided in the Bylaws and in accordance with the requirements of applicable law, including, without limitation, Chapter 209 of the Texas Property Code, as amended.

5.8 Dissolution of Association; Conveyance of Assets. If the Association is dissolved other than incident to a merger or consolidation, the assets (both real and personal) of the Association, shall be conveyed as provided in the Certificate.

5.9 Enforcement – Notice. The Association may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to this Declaration) in accordance with and subject to the applicable procedures set forth in this Declaration, the Bylaws and applicable law, including Chapter 209 of the Texas Property Code, as amended. Specifically, written notice and opportunity for a hearing must be given prior to the Association exercising its remedies if such notice and hearing is required by this Declaration, the Bylaws and applicable law, including Chapter 209 of the Texas Property Code, as amended. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

(a) **Fines.** The Association may impose reasonable monetary fines which shall constitute a lien upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest or invitee of the Owner of such Lot.

(b) **Suspension of Rights to Use Common Area.** The Association may suspend any person's or entity's right to use any Common Area; provided, however, that nothing herein shall authorize the Association to limit ingress or egress to or from a Lot.

(c) **Right of Self-Help.** The Association may exercise self-help or take action to enter upon the Lot to abate any violation of this Declaration.

(d) **Right to Require Removal.** The Association may require an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Association or its designee shall have the right to enter the Lot, remove the violation and restore the property to substantially the same condition as previously existed, without such action being deemed a trespass.

(e) **Levy Specific Assessment.** The Association may levy a specific assessment to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration.

(f) **Lawsuit; Injunction or Damages.** The Association has the right, but not the obligation, to bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

(g) **Perform Maintenance.** In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility with respect to a Lot and/or Dwelling, the Association may record a notice of violation in the Records and/or enter onto the Lot and perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment.

Subject to Section 209 of the Texas Property Code, the decision to pursue enforcement action, including the commencement of legal proceedings, in any particular case shall be left to the Association's sole and absolute discretion, except that the Association shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Association may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) it is not in the Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

ARTICLE VI ARCHITECTURAL CONTROLS

6.1 **No Improvements Unless Approved by Architectural Control Authority - Except Improvements by Declarant.** No building, fence, wall, outbuilding, landscaping, pool, detached building, athletic or play equipment or facility, structure or improvement will be erected, altered, added onto or repaired upon any portion of any Lot without the prior written consent of the ACA. However, ACA approval is not required for (a) any improvements constructed, erected, altered, added onto or repaired by Declarant or a Builder designated in writing by Declarant during

the Development Period to be exempt from the ACA approval requirements; (b) any improvements to the interior of a Dwelling, except as provided herein; (c) the painting or re-bricking of the exterior of any Dwelling in accordance with the same color or design as originally constructed by Declarant or in accordance with the approved color and design scheme approved by the ACA; (d) improvements for which this Declaration expressly states that the ACA's prior approval is not required; or (e) repair or replacement of worn out or damaged improvements if such repair or replacement is with substantially similar materials. Any improvements pursuant to clauses (c) and (e) immediately preceding must be in compliance with any applicable ACA Standards.

6.2 Architectural Control Authority. The ACA shall have the sole and exclusive authority to perform the functions contemplated by the ACA in this Declaration. The purpose of the ACA is to enforce the architectural standards of the Property and to approve or disapprove plans for improvements proposed for the Lots. The ACA will have the authority to delegate its duties or to retain the services of a professional engineer, management company, architect, designer, inspector or other person to assist in the performance of its duties. The cost of such services shall be included in the Common Expenses. The "ACA" or "Architectural Control Authority" shall be the following entity:

(a) **Declarant - During Development Period.** Declarant shall be the ACA during the Development Period **unless** Declarant has earlier terminated its rights as the ACA in writing.

(b) **Architectural Committee - After the Development Period.** The Architectural Committee shall be the ACA after Declarant's right to act as the ACA has either expired or voluntarily been terminated.

6.3 Architectural Committee. A committee to be known as the "Architectural Committee" consisting of a minimum of three (3) members will be established after Declarant's right as the ACA has terminated. The members of the Architectural Committee will be appointed, terminated and/or replaced by the Board, subject to Section 209 of the Texas Property Code. The Architectural Committee will act by simple majority vote.

6.4 Submission of Plans. Prior to the initiation of construction of any work required to be approved by the ACA as provided in Section 6.1 above, the Owner (excluding Declarant and any Builder designated in writing by Declarant during the Development Period to be exempt from the ACA approval requirements as provided herein) will first submit to the ACA a complete set of plans and specifications for the proposed improvements, including site plans, landscape plans, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACA for the performance of its function. In addition, the Owner will submit the identity of the individual(s) or company(ies) intended to perform the work and projected commencement and completion dates.

6.5 Plan Review.

(a) **Timing of Review and Response.** Upon receipt by the ACA of all of the information required by this Article VI, the ACA will have thirty (30) days in which to review said plans and other documents and materials submitted pursuant to Section 6.4 hereof. No correspondence or request for approval will be deemed to have been received until all requested documents have actually been received by the ACA in form satisfactory

to the ACA. If the ACA requests additional information and the applicant fails to provide such information prior to the date stated in the ACA's notice, then the application shall be deemed denied. If the applicable submittal is denied or deemed denied, then the applicant shall have the option to (i) re-apply if the applicant still desires to proceed with the improvements and/or work in which event the applicant must have the ACA consider the request again after the applicant re-applies, or (ii) appeal such denial to the Board in accordance with processes set forth in Section 209 of the Texas Property Code. If the ACA fails to issue its written approval within thirty (30) days after the ACA's receipt of all materials requested by the ACA to complete the submission, then such failure by the ACA to issue its written approval shall be deemed its disapproval of such materials. The ACA may charge a reasonable fee for reviewing requests for approval. It is the responsibility of the Owner seeking approval from the ACA to verify that the ACA has received its request for review and whether approval has been given by the ACA.

(b) **Approval Considerations - Aesthetics.** The proposed improvements will be approved if, in the sole opinion of the ACA: (i) the improvements will be of an architectural style, quality, color and material that are aesthetically compatible with the improvements within the Property; (ii) the improvements will not violate any term herein or in the ACA Standards; and (iii) the improvements will not have an adverse impact on the Property. Decisions of the ACA may be based on purely aesthetic considerations. The ACA shall have the authority to make final, conclusive and binding determinations on matters of aesthetic judgment and such determination shall not be subject to review so long as the determination is made in good faith and in accordance with the procedures set forth herein. Each Owner acknowledges that opinions on aesthetic matters are subjective, and opinions may vary as to the desirability and/or attractiveness of particular improvements and as the ACA and its members change over time.

6.6 Timing of Completion of Approved Items. All work approved by the ACA shall be completed within one (1) year after the approval by the ACA or such shorter period that the ACA may specify in the notice of approval, unless the completion is delayed due to causes beyond the reasonable control of the Owner, as determined by the ACA. All work and related improvements shall be in compliance with the items approved by the ACA.

6.7 Improvements Impact on Drainage. With respect to any improvements performed on a Lot and/or any alterations to the grade of a yard, the Owner shall take proper precautions to insure that such improvements do not cause the surface water drainage on the Lot to (a) drain onto an adjoining Lot in an amount more than the drainage amount prior to the improvement or alteration, or (b) collect near the foundation of the Dwelling. Although the ACA may comment on and/or deny the approval of plans because of the impact of the proposed improvements or alterations on surface water drainage, the ACA's comments or approval shall not constitute or be construed as a representation, warranty or guaranty that adverse surface water drainage problems will not occur and shall not be relied upon as such. The Owner is responsible for taking the necessary actions in order to avoid any surface water drainage problems, including, without limitation, engaging the services of a qualified consultant.

6.8 No Waiver. The approval by the ACA of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the ACA under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval.

6.9 Variances. The ACA may authorize variances from strict compliance with the requirements herein, in any ACA Standards or any required procedures: (a) in narrow circumstances where the design meets the intent of the provision from which variance is sought and where granting the variance would enhance design innovation and excellence; or (b) when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require. For purposes of this Section 6.9, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of any financing as the sole or primary reason for requesting a variance shall not be considered a hardship warranting a variance. No variance shall be contrary to the terms of this Declaration and no variance shall be effective unless in writing, nor shall a variance in one instance estop the ACA from denying a variance in other circumstances.

6.10 Architectural Control Authority Standards. The ACA may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, ACA Standards. The ACA Standards may not conflict with the terms of this Declaration. In this regard, any conflict between any ACA Standards and the terms of this Declaration shall be controlled by the terms of this Declaration. The Initial Building Guidelines adopted by the ACA are attached hereto as Exhibit "E".

6.11 Enforcement; Non-Conforming and Unapproved Improvements. If there are any significant or material deviations from the approved plans in the completed improvements, as determined by the ACA, in its sole and absolute discretion, such improvements will be in violation of this Article VI to the same extent as if made without prior approval of the ACA. In addition to the Association's rights in Section 5.9 hereof, the Association or any Owner may maintain an action at law or in equity for the removal or correction of (a) the non-conforming improvement or alteration, and/or (b) any improvement or alternation to any improvement on any Lot that is not approved by the ACA.

6.12 Liability of Declarant and the ACA; Indemnity.

(a) **Decisions of Declarant and ACA.** Declarant and the members of the ACA shall have no liability for decisions made by them so long as such decisions are made in good faith and are not discriminatory, arbitrary or capricious. Any errors in or omissions from the documents submitted to Declarant or the ACA shall be the responsibility of the entity or person submitting the documents, and neither Declarant nor the ACA shall have any obligation to check for errors in or omissions from any such documents, or to check for such documents' compliance with the general provisions of this Declaration, City codes and other regulations, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other issue.

(b) **No Liability of Declarant or ACA.** Declarant shall have no responsibility or liability for (i) the creation, selection, management or operation of the ACA, (ii) any actions taken or omitted to be taken by or on behalf of the ACA in connection with this Declaration or the Property, or (iii) any liabilities, obligations, debts, actions, causes of action, claims, debts, suits or damages incurred by or on behalf of or arising in connection with the ACA, the Property or the duties and obligations of the ACA pursuant to this Declaration. Furthermore, neither Declarant, the Association, the ACA, the Board nor the

officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ACA, the Board or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not reviewed, approved and/or rejected for engineering or structural design, adequacy of materials or adequacy of soils or drainage, and by approving such plans and specifications, neither Declarant, the Association, the ACA, the Board nor the officers, directors, members, employees and agents of any of them assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

(c) **Indemnification of Declarant and ACA.** Without limiting the foregoing provisions of this Section 6.12, subject to any limitations imposed under the TBOC or in the Bylaws, the Association shall indemnify, defend and hold harmless the ACA, Declarant, the Board and their officers, directors, members, employees and agents from and against all damages, claims and expenses, including, without limitation, attorneys' fees, reasonably incurred in connection with any threatened, initiated or filed action, suit or other proceeding (including the settlement of any suit or proceeding, if approved by the then Board) to which the ACA, Declarant or other indemnified persons may be a party by reason of its activities under or in connection with this Declaration.

ARTICLE VII USE RESTRICTIONS AND COVENANTS

7.1 Single Family Residential Use. All Lots (excluding any Common Maintenance Areas) and Dwellings will be used and occupied for single-family residential purposes only and no trade or business may be conducted in or from any Lot and/or Dwelling, except that an Owner of the Dwelling may conduct business activities within the Dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve unreasonable visitation to or from the Dwelling by clients, customers, suppliers or other business invitees; and (d) the business activity is ancillary to the residential use of the Dwelling and does not diminish the residential character of the Property or constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of the other residents in the Property. The determination of whether a business activity satisfies the foregoing requirements set forth in clauses (a) through (d) above in this Section 7.1 shall be made by the Board in its sole and absolute discretion. The business activity prohibition will not apply to the use by Declarant or any Builder of any (i) Dwelling as a model home, construction office and/or sales office, or (ii) Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot.

7.2 Parking of Motor Vehicles. No vehicles or similar equipment will be parked or stored in an area visible from any street within the Property, except passenger automobiles, motorcycles, passenger vans and pick-up trucks that (a) have less than 3 axles; (b) are in operating condition; and (c) are generally in daily use as a motor vehicle on the streets and highways of the State of Texas. Residents should first utilize their garage to park their vehicles, secondly the driveway and only if parking in both of these areas is exhausted, the public street in front of their home – if permitted by the City. No vehicle of any type may be parked on the street in a way which blocks the flow of traffic on the street, any driveway, sidewalk or neighboring mailbox at any time. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot or a street within the Property, except within an enclosed garage. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles or other machinery or equipment will be permitted in any driveway or portions of any Lot that are visible from any street within the Property. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, the Common Maintenance Areas or on any easement unless such vehicle, trailer, implement or apparatus is in use for maintaining such area or easement; provided, however, that this restriction will not apply to any driveways, roads, parking lots or other areas designated by the Board as intended for such vehicular use.

7.3 Trailers, Boats, Commercial and Recreational Vehicles. No campers, boats, trailers, motor homes, travel trailers, camper bodies, golf carts, recreational vehicles, non-passenger vehicles, vehicles with 3 or more axles or greater than 1 ton carrying capacity, and/or equipment or accessories related thereto may be kept on any Lot, unless such item is operable and such item is (a) kept fully enclosed within a garage located on such Lot; (b) kept fully screened from view by a screening structure or fencing approved by the ACA; (c) temporarily parked on any street within the Property or on a Lot for the purpose of loading or unloading; or (d) a commercial vehicle that is in use for the construction, maintenance or repair of a Dwelling or Lot in the immediate vicinity. The Board will have the absolute authority to determine from time to time whether an item is in operable condition and complies with the requirements in clauses (a) through (d) above in this Section 7.3. Upon an adverse determination by the Board, the Owner will cause the item to be removed and/or otherwise brought into compliance with this Section 7.3. Notwithstanding any provision herein, no trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time.

7.4 Fences.

(a) **Required Fencing.** The backyard of each Lot must be fully enclosed with a perimeter fence. The Owner must at all times maintain the fence on its Lot in accordance with the terms of this Declaration, unless such Owner obtains the ACA's written approval to modify, replace, relocate or remove such fence in accordance with the provisions of this Declaration.

(b) **Type of Fencing.** All perimeter fences will be wood, stone, metal, brick and/or masonry. No other type of fencing shall be permitted. All fencing shall comply in all respects (including size and location) with applicable City requirements, including, without limitation the City. All perimeter fences shall be six feet in height unless another height is approved by the ACA and shall be a color approved by the ACA. Unless approved by the ACA, fences may not be stained or painted, except that fences may be stained with a clear stain or with the same color stain as originally applied by Declarant. The portion of all fences which face a street adjoining such Owner's Lot (front, side or rear streets, but not

alleys) or which face a Common Area, open space, park or other recreational area adjoining such Owner's Lot (which area may be separated by an alley) shall have the smooth surface of the fence materials facing the applicable street or Common Area. The fence posts and bracing boards on such front, side and rear fences shall face the interior of the fenced yard.

(c) **Location of Fence.** Unless approved by the applicable governmental authority and the ACA, no fence or wall will be placed (i) on any Lot in a location nearer the street than the front building setback line for such Lot, or (ii) on those certain corner Lots whose rear boundary line adjoins any portion of another Lot's front yard of a Lot behind the corner Lot, in a location nearer to the front building setback line for the street that is in front of the adjoining Lot. The foregoing shall not limit or restrict fences erected in conjunction with model homes or sales offices. In addition to the foregoing, easements may also restrict the placement of fences.

(d) **Maintenance of Fencing.** Except with respect to Association Maintenance Fencing, each Owner shall maintain the portion of fencing on such Owner's Lot in a presentable condition and shall make all repairs and replacements thereto (as deemed necessary by the Board, in its sole and absolute discretion), except that Owners adjoining a Common Fence (as provided in Section 7.4(f) hereof) shall share in the cost of such maintenance as provided in Section 7.4(f) hereof. The Association shall be responsible to maintain the Association Maintenance Fencing.

(e) **No Changes / Repairs.** All repairs and replacements to the perimeter fencing must be done using the same type and color of materials so that such fencing does not appear to have been repaired or replaced, except to the extent of the new appearance of the repaired or replaced materials. Except as provided in this Section 7.4(e), no fencing (including, without limitation, Association Maintenance Fencing) may be changed or modified without the prior written consent of the ACA. This includes the prohibition against changing the height of the fencing and the fencing materials.

(f) **Common Fencing.** Except for Association Maintenance Fencing, side and rear yard fences that are installed by Declarant or the Builder of the Dwelling to separate adjacent Lots as a common boundary fence (the "**Common Fence**") shall be maintained jointly by the Owner(s) whose Lot(s) adjoin(s) such Common Fence and the costs associated therewith shall be shared equally by said Owners. An Owner is not released from the joint maintenance obligation even if an Owner constructs a second fence along or near the Common Fence unless the other Owner agrees in writing otherwise and the ACA's approval is obtained. If the Owners disagree regarding the timing, cost or other applicable issue related to the repair or replacement of a Common Fence or any portion thereof, then either Owner may (i) make the repair or replacement (provided any applicable ACA approval is obtained) and seek collection of one-half (1/2) of the cost of repair or replacement at Arbitration (as defined herein); and/or (ii) seek payment of one-half (1/2) of the cost of repair or replacement at Arbitration, subject to the repair or replacement being made. The term "**Arbitration**" shall mean binding arbitration pursuant to the rules of the American Arbitration Association or such other person or entity approved by the applicable Owners.

7.5 Common Retaining Wall.

(a) **Maintenance of Common Retaining Wall.** Any retaining walls that are installed by Declarant on a common boundary of two Lots or that are located on a Lot, but adjacent to (within 3 feet) and generally parallel with another Lot (a "**Common Retaining Wall**") shall be maintained jointly by the Owner whose Lot the Common Retaining Wall is located on and the Owner whose Lot is adjacent to the Common Retaining Wall (depending upon which is applicable) and the costs associated therewith shall be shared equally by said Owners. An Owner is not released from the joint maintenance obligation unless the other Owner agrees in writing to such release. The Common Retaining Wall shall be maintained in the same location, size, style and design and with the same materials, unless both Owners agree in writing otherwise and the ACA's approval is obtained. If the Owners disagree regarding the timing, cost or other applicable issue related to the repair or replacement of a Common Retaining Wall and/or portion thereof, then either Owner may (i) make the repair or replacement (provided any applicable ACA approval is obtained) and seek collection of one-half (1/2) of the cost of repair or replacement at Arbitration, and/or (ii) seek payment of one-half (1/2) of the cost of repair or replacement at Arbitration, subject to the repair or replacement being made.

(b) **Easement for Common Retaining Wall.** Common Retaining Walls may or may not be located exactly on the common boundary line between two Lots. Therefore, there is hereby created an easement in and on the Lot where the Common Retaining Wall is actually located. The easement area shall be limited to the area that is within 3 feet of the common boundary line. The easement shall be for the benefit of the Owner of the Lot that adjoins the Common Retaining Wall so that such Owner can maintain the Common Retaining Wall as provided in Section 7.5(a).

7.6 Outbuildings, Sheds and Detached Buildings. No detached accessory buildings (including, but not limited to, detached garages and storage buildings and sheds) shall be erected, placed or constructed upon any Lot, unless (a) the building is approved by the ACA prior to the installation or construction of the building; (b) such building is compatible with the Dwelling to which it is appurtenant in terms of its design and material composition; (c) the exterior paint and roofing materials of such building shall be consistent with the existing paint and roofing materials of the Dwelling; (d) the building is located within a backyard that has a fence that completely encloses the backyard; (e) the height of the walls (excluding the roof) is not greater than 6 feet; (f) the total height of the building (including walls and roof) is not greater than 9 feet; (g) such building shall not be directly visible from any adjacent street, and (h) the building has less than 200 square feet of floor space. In addition, the Owner is required to comply with any applicable governmental requirements, including, without limitation, any necessary permits.

7.7 Animals. No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except that a reasonable number of cats, dogs or other generally recognized household pets may be permitted on any Lot; however, those pets which are permitted to roam free, or in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or unreasonable source of annoyance to the occupants of other Lots shall be removed from the Lot upon the request of the Board. If the animal owner fails to remove the animal from the Lot after the Board's request, the Board may remove the animal, in addition to imposing such other sanctions as are authorized by the Declaration and the Bylaws. All animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in

accordance with all rules established by the Association. All persons bringing an animal onto the Common Maintenance Areas shall be responsible for immediately removing any solid waste of said animal.

7.8 Signs. Except for Entry Signs, no sign or emblem of any kind, including "for rent" signs, may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following: (a) an Owner may erect one (1) sign on a Lot advertising the Dwelling for sale or lease, provided that the sign does not exceed two (2) feet by three (3) feet in size; (b) an Owner may temporarily place one (1) sign on a Lot advertising the "open house" of a Dwelling for sale, provided that the sign does not exceed two (2) feet by three (3) feet in size and the sign may only be displayed during actual open house hours; (c) an Owner may place one (1) sign on the inside of a window advertising a Dwelling "for rent", provided that the sign does not exceed one and one-half (1 1/2) feet by one and one-half (1 1/2) feet in size; (d) signs or billboards may be erected by Declarant or any Builder designated in writing by Declarant as having the right to erect such signs or billboards; (e) an Owner may temporarily place one (1) sign on a Lot advertising a "garage sale", provided that the sign does not exceed two (2) feet by three (3) feet in size and the sign may only be displayed during the garage sale hours; or (f) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs will not be erected more than sixty (60) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election. The ACA may in the ACA Standards permit additional signs and/or place additional restrictions or limitations on the signs permitted in this Declaration, provided that such additional restrictions or limitations do not conflict with the terms hereof. The Association will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing. Removal shall not subject Declarant, the Board, the Association or the Association's officers or agents to any liability in connection with such removal.

7.9 Trash; Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered sanitary containers. In no event shall such containers be stored, kept, placed or maintained on any Lot where visible from the location on the street that is immediately in the front of the Dwelling except solely on a day designated for removal of garbage, then such containers may be placed in the designated location for pick-up of such garbage and the container will be removed from view before the following day. Materials incident to construction of improvements may be stored on Lots during construction by Declarant or any Builder designated in writing by Declarant during the Development Period.

7.10 Nuisances. No noxious or offensive activity, including, without limitation, unreasonable smells, noise or aesthetics, will be carried on upon any Lot, nor will anything be done thereon which the Board determines, in its sole and absolute discretion, is or may become an unreasonable source of annoyance or nuisance to the Property.

7.11 Antennae and Satellite Dishes. Except with the written permission of the ACA or as provided herein, exterior antennae, aerials, satellite dishes or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind may not be placed on the exterior of any Dwelling or on any portion of the Lot outside the Dwelling, except that (a) antennas, satellite dishes or other apparatuses that are one meter or less in diameter and that are designed to receive transmissions other than television broadcast signals shall be permitted; and (b) antennas or satellite dishes designed to receive television broadcast signals shall

be permitted. Any of the foregoing permitted devices and any other device permitted by the ACA (a "**Permitted Device**"), must be located in an area where such Permitted Device is not visible (for aesthetic reasons) from any portion of the street in front of the applicable Lot with the apparatus. However, if the Owner determines that the Permitted Device cannot be located in compliance with the foregoing non-visibility requirement without precluding reception of an acceptable quality signal, then the Owner may install the Permitted Device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained. The ACA in the ACA Standards may include rules or provisions regarding the type of additional Permitted Devices and/or the placement of Permitted Devices, provided that such ACA Standards do not conflict with the terms of this Section 7.11 and do not unreasonably increase the cost of installation, maintenance or use of the Permitted Device. A Permitted Device that complies with the provisions of this Section 7.11 and the ACA Standards shall not require the ACA's approval prior to installation. However, the ACA shall be the sole and exclusive authority for purposes of determining if the item or device complies with the provisions of this Section 7.11 and the ACA Standards.

7.12 Air-Conditioning Units. Air-conditioning apparatuses must be installed on the ground behind the rear of the Dwelling, on the ground on the side of the Dwelling or in such other location as may be approved by the ACA. No air-conditioning apparatus or evaporative cooler may be located in or on the front of any Dwelling or attached to any roof, wall or window of any Dwelling.

7.13 No Solar Collectors. Except with the written permission of the ACA, no solar collection panels or similar devices may be placed on or around any Dwelling. During the Development Period, the ACA shall be entitled, in its sole and absolute discretion, to restrict or prohibit entirely the installation of solar collection panels or similar devices. Upon expiration of the Development Period, the ACA shall be entitled to restrict or prohibit the installation of solar collection panels or similar devices if installation would result in any one or more of the following conditions: (1) as adjudicated by a court, the device threatens the public health or safety or violates applicable law; (2) the device is to be located on Common Areas or other property owned or maintained by the Association; (3) the device is to be located in an area on the Owner's Lot other than on the roof of the Dwelling or of another structure approved by the ACA for construction on the Owner's Lot or in a fenced yard or patio owned and maintained by the Owner; (4) if to be mounted on the roof of the Dwelling, the device (a) extends higher than or beyond the roofline, (b) is located in an area other than that which has been designated by the ACA, (c) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline or (d) has a frame, a support bracket, or visible wiring that is not in a silver, bronze, or black tone commonly available in the marketplace; (5) if to be mounted in a fenced yard or patio, the device is taller than the fence line; or (6) if the device, as installed, voids material warranties.

7.14 No Temporary Structures as a Residence. No structure of a temporary character, including, without limiting the generality thereof, any tent, shack, garage or barn will be used on any Lot at any time as a residence, either temporarily or permanently; except that camping out in a tent, that is erected in the back yard behind a fully screened fence, is permitted provided that such activity is on a temporary basis and does not become or constitute a nuisance or unreasonable source of annoyance to the occupants of other Lots as determined by the Board in its sole and absolute discretion. This restriction will not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, selection center offices, construction offices or material storage facilities.

7.15 Landscaping Maintenance. All yards must be sodded or grassed within a reasonable time period not to exceed one (1) month after the initial conveyance of a Lot with a Dwelling thereon to an Owner. Decorative ground cover rock (excluding flower beds and planters with mulch rather than rock) in the front and side yard may not exceed 10% of the total area of the front and side yard. All trees, grass and other landscaping located on any Lot must be properly maintained at all times by the Owner of such Lot in a trimmed, well-kept and clean condition, as determined by the Board, in its sole and absolute discretion. Each Owner will keep all shrubs, trees, grass and plantings of every kind on his or her Lot cultivated, pruned, and free of trash and other unsightly material. In addition, each Owner shall on a regular basis remove weeds from the yard, including, without limitation, flower beds and planter areas. No hardscape, including without limitation, any edging, may include symbols, characters, numbers or letters, unless approved in advance by the ACA.

7.16 Owner's Maintenance of Adjacent Areas. (a) Unless such obligations are expressly assumed in writing by the Association as provided in paragraph (c) below, each Owner shall, at its sole cost and expense, be obligated to undertake all activities and work (collectively, the "**Adjacent Area Maintenance Work**") necessary to properly mow, irrigate and otherwise maintain in good condition all areas ("**Adjacent Areas**") situated between the boundary of such Owner's Lot and the back of the curb of any adjacent public or private rights-of-way, street or alley. The Adjacent Area Maintenance Work shall include, without limitation, irrigating, pruning, maintaining and replacing all landscaping and trees located within the Adjacent Areas and maintaining and/or replacing (as necessary) all irrigation equipment or lines located within the Adjacent Areas. Furthermore, no landscaping (including, without limitation, trees) or improvements may be removed from, or modified or installed within, the Adjacent Areas without the advance written consent of the Board.

(b) In the event an Owner fails or refuses to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) perform any Adjacent Area Maintenance Work for which it is responsible, such failure will constitute a violation of this Declaration. In such event, without limitation on any other rights or remedies arising out of such violation, the Board may additionally cause such Adjacent Area Maintenance Work to be performed in a manner determined by the Board, in its sole and absolute discretion. If the Board causes any Adjacent Area Maintenance Work to be performed due to an Owner's failure to do so, the Owner otherwise responsible therefor will be liable to the Association for all costs and expenses incurred by the Association for effecting such Adjacent Area Maintenance Work. If such Owner fails to pay such costs and expenses timely upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the Designated Interest Rate) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in this Declaration for assessments and may be collected by any means provided in this Declaration for the collection of assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

(c) The Association at any time, but without any obligation to do so, may assume responsibility for all or a portion of the Adjacent Area Maintenance Work associated with one or more Owner's Lots. The Association may also from time to time enter into agreements with one or more Owners pertaining to the Adjacent Area Maintenance Work or the costs thereof, in the sole discretion of the Board.

(d) To the extent any such Adjacent Areas are Common Areas, an Owner shall not be responsible or liable to the Association for injury or loss caused to third parties as a result of such Owner's performance of his/her Adjacent Maintenance Work within such Adjacent Areas (unless and to the extent caused by the gross negligence or willful misconduct of such Owner), and the Association shall maintain general commercial liability insurance with respect to such Adjacent Areas that are Common Areas. **THE ASSOCIATION WILL INDEMNIFY AND HOLD HARMLESS EACH OWNER AND HIS/HER HEIRS, SUCCESSORS AND ASSIGNS FROM ANY THIRD PARTY CLAIMS OR CAUSES OF ACTION FOR DAMAGE TO PERSON OR PROPERTY THAT DIRECTLY ARISE OUT OF SUCH OWNER'S PERFORMANCE OF HIS/HER ADJACENT AREA MAINTENANCE WORK WITHIN ANY ADJACENT AREA THAT IS COMMON AREA, EXCEPT FOR SUCH CLAIMS OR CAUSES OF ACTION ARISING BY REASON OF SUCH OWNER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

7.17 **Sidewalks.** The Owner shall be responsible for maintaining any sidewalk located on such Owner's Lot to the extent required by the City or any other applicable governmental authority.

7.18 **Exterior Improvement Maintenance.** All improvements upon any Lot will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot in a presentable well-kept and clean condition, as determined by the Board, in its sole and absolute discretion.

7.19 **Garages.** Each Dwelling must have a garage that will accommodate a minimum of two (2) automobiles. All garages must comply with all applicable governmental requirements. Garages may be used as Declarant's or a Builder's sales offices prior to permanent occupancy of the main structure; however, sales offices must be converted to garages prior to permanent occupancy. With the exception of periods when garages are used by Declarant or Builder as sales offices, all garages will be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation. No carports are permitted on a Lot.

7.20 **Clothes Hanging Devices.** No clothes hanging devices are to be constructed or placed on the Lot, except within the Dwelling.

7.21 **Window Treatment.** No aluminum foil, newspaper, reflective film, bed sheets or similar linens, nor any similar treatment, will be placed on windows or glass doors of a Dwelling.

7.22 **Oil and Gas Drilling or Mining.** No drilling, refining, quarrying or mining operation of oil, gas or other minerals of any kind will be permitted upon or from the surface of any Lot, nor will any oil derrick, well, tank, storage facility or other related equipment be permitted on any Lot. This Section 7.22 shall not prohibit subsurface drilling activities that begin upon and are conducted from the surface of real property not subject to this Declaration.

7.23 Mail Boxes. Mailboxes shall be of similar type and design and in the same location as originally installed unless the ACA approves additional types and designs or locations of mail boxes.

7.24 Athletic and Recreational Facilities. No outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts may be placed on a Lot unless (a) such item is placed within a backyard that has a fence that completely encloses the backyard and the location and the item does not exceed twelve (12) feet in height, or (b) such item is a temporary and movable facility that is stored each night in the garage, the Dwelling or other fully screened area. Notwithstanding the foregoing, basketball goals and any other recreation equipment designated by the ACA may be located on any portion of the Lot (including side yards) that is behind any portion of the rear of the Dwelling.

7.25 Lighting; Exterior Holiday Decorations. Lighting and/or decorations on a Lot may not be used or placed in a manner which, in the Board's sole and absolute discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations within the interior of a Dwelling that are not displayed in a window, lights and decorations that are erected or displayed on a Lot in commemoration or celebration of publicly observed holidays may not be displayed more than six (6) weeks in advance of that specific holiday and must be removed within thirty (30) days after the holiday has ended.

7.26 Flags, Flagpoles, Lawn Decorations and Sculptures. The Owner must have the approval of the ACA to place any decorations, sculptures, fountains, flags, flagpoles and similar items on any portion of such Owner's Lot except the interior of the Dwelling, unless (a) such item is placed within a backyard completely enclosed by a fence which blocks the view of the item at ground level; and (b) such item is no taller than the fence. Displays of American patriotism, school pride, and individuality are encouraged within reason and decorum; however, to maintain the overall aesthetic character of the community, the following restrictions shall govern the display of flags within the community. No more than one (1) in-ground flagpole, of not more than twenty feet (20') in height, may be installed in a location within the Owner's Lot as designated or approved in advance of installation by the ACA. Each Owner is authorized to mount two temporary or permanent flagstaffs on the front, rear or side of their Dwelling by wall bracket. The flagstaff should not exceed six (6) feet in length. The suggested location for such bracket mounting is on the garage doorframe or near the garage door. No roof-mounted flagstaff is allowed. Multiple flag configurations and any flagstaff in excess of six (6) feet must be approved by the ACA prior to installation or display. The Owner may use the flagpole or flagstaff to display the American flag, the Texas flag, a flag of any branch of the United States armed forces, and pennants or banners such as school flags or sports team flags. All flags may contain no more than twenty-four (24) square feet of material and must be of good taste and presentation.

7.27 Pools/Equipment. All swimming pools and associated decks shall be located in side and rear yards. They may not be located in easements. Pool equipment must be located where it will not cause a nuisance to neighbors and must be fully screened with privacy fence or evergreen shrubs or other approved landscaping. A privacy fence shall not be higher than necessary to screen the equipment. Lattice-type fencing will be considered for this purpose. Above ground pools, masonry block, vinyl lined, and low hung vinyl lined pools are not allowed. Pneumatic pool enclosures are not permitted.

7.28 No Lot Consolidation or Division. No Owner, other than Declarant, may divide any Lot and/or consolidate any adjoining Lots and/or any portion thereof.

7.29 Drainage Alteration Prohibited. Unless approved by the ACA, no Owner will: (a) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the Dwelling; or (b) install landscaping or other improvements that may interfere with, obstruct or divert drainage flows established by Declarant or any Builder. The foregoing shall not prevent or limit Declarant from performing any grading work and/or changing any surface water drainage flow on any Lot.

7.30 Construction Activities. This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such 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 such construction is pursued to completion with diligence and conforms to usual construction practices in the area. If construction upon any Lot does not conform to usual practices in the area as determined by the Board, in its sole good faith judgment, the Board will have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot, there is an excessive accumulation of debris of any kind that is offensive or detrimental to the Property or any portion thereof, then the Board may contract for or cause such debris to be removed, and the Owner of such Lot will be liable for all expenses incurred in connection therewith.

7.31 Declarant and Builder Development and Construction. Notwithstanding any other provision herein, Declarant, and its successors and assigns, and any Builders, will 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 Dwellings on the Property.

7.32 Rainwater Harvesting Systems. Rain System Application and each Rain System Device to be installed in accordance with and must comply with the following:

The Rain System Device must be consistent with the color scheme of the residence, the Device does not include any language or other content that is not typically displayed on such a device, the location is not in the front of the home or adjoining or adjacent street. The Rain System Device must always be properly maintained or removed by the owner and the Rain System Device must be enclosed or covered. If the Rain System Device is not properly maintained, becomes unsightly or could serve as a breeding pool for mosquitoes, then it must be removed by the owner from the Lot. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device.

ARTICLE VIII COMMON AREAS

8.1 Association to Hold and Maintain. The Association will accept and own all Common Areas in fee simple title. The Association shall maintain, at the Association's cost, the Common Area and any improvements and landscaping thereon in good repair. The Association shall also maintain the Common Maintenance Areas, at the Association's cost, to the extent the Board determines that such maintenance is desirable. The costs of such maintenance for the Common Areas and Common Maintenance Areas shall be the Association's responsibility, regardless if such cost was incurred during or after the Development Period.

8.2 Use of Common Areas at Own Risk. Each Owner, by acceptance of a deed to a Lot, acknowledges that the use and enjoyment of any Common Area and/or any recreational facility or improvement thereon involves risk of personal injury or damage to property. Each Owner acknowledges, understands and covenants to inform all of its tenants, invitees, agents and occupants of its Lot that Declarant, any Builder, the Association, the Board, any committees and all of their officers, directors, members, employees and agents are not insurers of personal safety and that each person using the Common Area and any recreational facility or improvement thereon assumes all risks of personal injury and loss or damage to property including any loss or damage resulting from the use and enjoyment of any recreational facility improvement or other portion of the Common Area.

8.3 Condemnation of Common Area. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto will be payable to the Association and will be used by the Association as the Board determines, in its sole discretion, including, without limitation, (a) to purchase additional Common Areas to replace that which has been condemned, (b) to reconstruct or replace on the remaining Common Area any improvements that were on condemned Common Area, (c) to pay for Common Expenses, or (d) to be distributed to each Owner on a pro rata basis.

8.4 Damage to Common Area. If the Common Area or improvements on the Common Maintenance Areas are damaged and if there are insurance proceeds sufficient to repair such damage and return such areas or improvements to their prior condition, then the Association shall cause such damage to be repaired or reconstructed unless sixty-seven percent (67%) or more of all outstanding votes of the Members entitled to be cast vote not to make such repair or reconstruct within ninety (90) days after the loss. If said sixty-seven percent (67%) vote is cast not to repair or reconstruct such damage and no alternative improvements are authorized, the damaged property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

8.5 Conveyance of Common Areas by Declarant to Association. Declarant shall have the right to convey title to any portion of the Property owned by Declarant, or any easement interest therein, to the Association as Common Area, and the Association shall be required to accept such conveyance. Property conveyed by Declarant to the Association as Common Area

shall be conveyed free and clear of monetary liens and encumbrances other than taxes and assessments imposed by governmental entities or districts authorized by Texas law. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the Records.

8.6 Annual Inspection of Common Area - Budget. From the period commencing on the expiration of the Development Period until ten (10) years thereafter, the Association shall at least annually examine the condition of the Common Area to evaluate the quality, frequency and adequacy of maintenance performed during the preceding year, and to recommend maintenance for the upcoming year. The examination and report may be performed by one or more experts hired by the Association for this purpose, such as a professional property manager, an engineer or professional contractors such as landscapers and brick masons. Within fifteen (15) days after performing the inspection, the expert should submit to the Board a written report with findings and recommendations. The Board should evaluate the Association's operating budget and reserve accounts for maintenance, repair and replacement in light of the expert's findings and recommendations. Any decision by the Board to reduce or defer recommended maintenance should be made with an evaluation of the potential consequences for future costs and deterioration. Any expert's report shall be a record of the Association that is available to Owners for inspection and copying.

8.7 No Representations or Warranties Regarding Lakes, Creeks or Drainage Areas. Declarant has informed and hereby informs the Association and all Owners that any lakes, creeks or drainage areas located on or to be constructed upon the Common Area (the "**Water/Drainage Improvements**") are intended primarily for drainage purposes and are not intended as a recreational feature or an amenity with certain specific aesthetic qualities. Declarant makes no representations or warranties regarding the Water/Drainage Improvements and Declarant hereby disclaims any and all representations and warranties regarding the Water/Drainage Improvements, including, without limitation, any implied warranties, including any warranty of fitness for a particular purpose and any warranty of good and workmanlike construction. THE ASSOCIATION HEREBY AGREES TO ACCEPT THE WATER/DRAINAGE IMPROVEMENTS IN THEIR "AS-IS" CONDITION.

8.8 No Representations or Warranties Regarding Open Space. Declarant has informed and hereby informs the Association that the Common Area or portions thereof depicted and/or described on **Exhibit "C"** attached hereto (the "**Open Space Area**"), is intended primarily as an unimproved open space to be maintained in a natural or semi-natural condition and not as a recreational feature or an amenity with certain specific aesthetic qualities. Declarant makes no representations or warranties regarding the Open Space Area and Declarant hereby disclaims any and all representations and warranties regarding the Open Space Area, including, without limitation, any implied warranties, including any warranty of fitness for a particular purpose and any warranty of good and workmanlike construction. THE ASSOCIATION HEREBY AGREES TO ACCEPT THE OPEN SPACE AREA IN ITS "AS-IS" CONDITION.

ARTICLE IX EASEMENTS

9.1 Easement for Utilities on Common Area. During the Development Period, Declarant, on behalf of itself, reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for the construction, installation, use and maintenance for utilities, including,

without limitation, water, sewer, electric, cable television, telephone, natural gas and storm water and drainage related structures and improvements. The Association will also have at all times the right to grant the easements described in Section 9.1.

9.2 Easement to Correct Drainage on Property. For a period of five (5) years after the expiration of the Development Period, Declarant hereby reserves for the benefit of Declarant and any Builder, a blanket easement on, over and under the ground within the Property (excluding the area where a Dwelling is located) to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and will be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein will be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property. Any damage to a Lot caused by or due to the exercise of the foregoing drainage easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

9.3 Easement for Right to Enter Lot. If an Owner fails to maintain its Lot as required herein, or in the event of emergency, the Association will have the right to enter upon the Lot to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein will not be deemed a trespass, and the Association will not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

9.4 Easement for Right to Enter and Inspect Common Area. For a period of ten (10) years after the expiration of the Development Period, Declarant shall have the right, but not the obligation, to enter upon the Common Area for purposes of inspecting and repairing the Common Area and/or any improvements thereon at Declarant's expense; provided; however, nothing contained herein shall obligate Declarant to make any such inspections or repairs or to incur any expense.

9.5 Temporary Easement to Complete Construction. All Lots will be subject to an easement of ingress and egress for the benefit of Declarant, its 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 upon adjacent Lots, provided that such easement will terminate as to any Lot twenty-four (24) months after the date such Lot is conveyed to an Owner other than a Builder. Any damage to a Lot caused by Declarant due to exercise of the foregoing completion easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

9.6 Association Easement. Declarant hereby reserves an Association Easement for the benefit of Declarant and the Association for the purpose of placing, constructing and maintaining any Entry Signs, Association Maintenance Fencing and landscaping located within or on a Lot. Without limiting the foregoing, Declarant hereby specifically reserves for the benefit of Declarant and the Association an Association Easement over the area described on Exhibit "D" attached hereto for the purpose of placing, constructing and maintaining subdivision Association Maintenance Fencing thereon. The real property subject to the Association Easement shall be conveyed subject to the Association Easement.

ARTICLE X ANNEXATION AND WITHDRAWAL

10.1 **Annexation by Declarant.** While Declarant owns any real property subject to this Declaration, Declarant may, at its sole option, amend and expand the definition of Property by annexing real property into the Association and subjecting such real property to the terms hereof; provided; however, that Declarant shall not have the right to annex real property that is located more than one-half (1/2) of a mile from the Property (as such term may be amended), without the required approval of the Members as provided in Section 10.2 below.

10.2 **Annexation by Association.** The Association may annex any real property into the Association and subject such real property to the terms hereof with the affirmative vote of sixty-seven percent (67%) or more of all outstanding votes of the Members that are entitled to be cast.

10.3 **Recording of Annexation.** The annexation of such real property shall be evidenced by a written Recorded document.

10.4 **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of Declarant or any Member to annex any real property, and no owner of any property excluded from the Association shall have any right to have such property annexed thereto.

10.5 **Withdrawal of Property.** While Declarant owns any real property subject to this Declaration, Declarant may amend this Declaration to withdraw any real property from the definition of the Property and from the coverage of this Declaration, provided that the owner of real property to be withdrawn consents to such withdrawal.

ARTICLE XI DISPUTE RESOLUTION

11.1 **Introduction & Definitions.** The Association, the Owners, Declarant and all persons subject to this Declaration (individually a "**Party**" and collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, except as otherwise provided in Section 209 of the Texas Property Code, each Party hereby covenants and agrees that this Article XI applies to all Claims (as hereafter defined). As used in this Article XI only, the following words, when capitalized, have the following specified meanings:

(a) "**Claim**" means any claim, grievance or dispute between or among the Parties arising from or in connection with this Declaration, the Bylaws or the Certificate or related to the Property, except Exempt Claims (as defined below), and including, without limitation: (i) Claims arising out of or relating to the interpretation, application or enforcement of this Declaration; (ii) Claims relating to the rights and/or duties of Declarant as Declarant under this Declaration; and (iii) Claims relating to the design, construction or maintenance of the Property.

(b) "**Claimant**" means any Party having a Claim against any other Party.

(c) "**Exempt Claims**" means the following claims or actions, which are exempt from this Article XI: (i) the Association's claim for assessments, and any action by the Association to collect assessments; (ii) an action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration; (iii) enforcement of the easements, architectural control, maintenance and use restrictions of this Declaration; (iv) a suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article; and (v) a dispute that is subject to alternate dispute resolution (such as mediation or arbitration) by the terms of a public law or another instrument, such as a contract or warranty agreement, in which case the dispute is exempt from this Article unless the Parties agree to have the dispute governed by this Article.

(d) "**Respondent**" means the Party against whom the Claimant has a Claim.

11.2 **Mandatory Procedures.** Except as otherwise provided in Section 209 of the Texas Property Code, Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article XI.

11.3 **Notice.** Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (a) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (b) the basis of the Claim (i.e., the provision of the Declaration, Bylaws or Certificate other authority out of which the Claim arises); (c) what Claimant wants Respondent to do or not do to resolve the Claim; and (d) that the Notice is given pursuant to this Section 11.3.

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

11.5 **Mediation.** If the Parties negotiate but do not resolve the Claim through negotiation within one hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the Parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the Parties mutually agree. If Claimant does not submit the Claim to mediation within the thirty (30) day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

11.6 **Termination of Mediation.** If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the

mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

11.7 Allocation of Costs. Except as otherwise provided in this Section 11.7, each Party bears all of its own costs incurred prior to and during the proceedings described in Sections 11.3, 11.4 and 11.5 above, including its attorneys' fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

11.8 Enforcement of Resolution. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article XI. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorney's fees and court costs.

11.9 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not a party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article XI.

11.10 Litigation Approval and Settlement. In addition to and notwithstanding the above alternate dispute resolution procedures, the Association may not initiate any judicial or administrative proceeding without the affirmative vote of at least seventy-five percent (75%) of the votes of all Members, except that no such approval is required (a) to enforce provisions of this Declaration, including collection of assessments; (b) to challenge condemnation proceedings; (c) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (d) to defend claims filed against the Association or to assert counterclaims in a proceeding instituted against the Association; or (e) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo. Also, without limiting the provisions of Section 6.12 hereof, the Association may not initiate any judicial or administrative proceeding against Declarant without the affirmative vote of at least seventy-five percent (75%) of the votes of all Members. The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

ARTICLE XII MISCELLANEOUS

12.1 Declaration Term - Perpetual. Unless ninety (90%) of all outstanding votes of the Members that are entitled to be cast approve the termination of this Declaration, the provisions of this Declaration shall run with and bind the Property and shall be and remain in effect perpetually to the extent permitted by law. A written instrument terminating this Declaration shall not be effective unless Recorded.

12.2 Amendments to Declaration.

(a) **Amendment by Declarant.** During the Development Period, Declarant, in its sole discretion and without a vote or the consent of any Owner or other party, shall have the right to amend this Declaration for the following purposes: (i) to add real property to the Property, (ii) to create lots, easements, common areas, common maintenance areas, fencing and signage, (iii) to modify the use and covenant restrictions in Article VII hereof, (iv) to comply with the requirements of any governmental authority or institutional lender or underwriting lender, (v) to resolve conflicts, clarify ambiguities and to correct misstatements, errors or omissions in this Declaration, and (vi) for any other purpose; provided, however, that any amendment made pursuant to this clause (vi) must not have any material adverse effect on any right of an Owner without the consent of such Owner.

(b) **Amendment by Association.** Except as provided in Section 209 of the Texas Property Code and Article XI above, the Association may amend the terms and provisions of this Declaration by the affirmative vote of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast. Any amendment must be Recorded. Notwithstanding the foregoing, the Association shall be required to obtain Declarant's written consent to any amendment during the Development Period.

12.3 **Enforcement by Association and/or Owner.** The Association or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction of this Declaration will in no event be deemed a waiver of the right to do so in the future.

12.4 **Remedies; Cumulative.** In the event any Lot does not comply with the terms hereof or any Owner fails to comply with the terms hereof, the Association and/or any Owner will have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and any rules and regulations, and those which may be available at law or in equity, including, without limitation, enforcement of any lien, damages, injunction, specific performance, judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity will be deemed mutually exclusive of any other such remedy, but instead shall be cumulative.

12.5 **Notice to Association of Sale or Transfer.** Any Owner (other than Declarant) desiring to sell or otherwise transfer title to his or her Lot shall give the Board written notice of the name and address of the purchaser or transferee, within thirty (30) days after the date of such transfer of title, and such other information as the Board may reasonably require. With the Board's approval a number of independent fees may be charged in relation to the transfer of title to a Lot, including, but not limited to, fees for resale certificates, estoppel certificates, copies of this Declaration, the Bylaws and/or the Certificate, compliance inspections, ownership record changes and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments. Transfer-related fees do not apply to the following transfers unless a party to the transfer requests the corresponding documentation: foreclosure of a deed of trust lien, tax lien or the Association's assessment lien; transfer to, from or by the Association; or voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child or parent. Transfer-related fees may be charged by the Association or by the

Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This Section 12.5 does not obligate the Board or the manager to levy transfer-related fees.

12.6 Limitation on Interest. All agreements between any Owner and the Association and/or Declarant are expressly limited so that the amount of interest charged, collected or received on account of such agreement shall never exceed the maximum amount permitted by applicable law. If, under any circumstances, fulfillment of any provision of this Declaration or of any other document requires exceeding the lawful maximum interest rates, then, ipso facto, the obligation shall be reduced to comply with such lawful limits. If an amount received by the Association and/or Declarant should be deemed to be excessive interest, then the amount of such excess shall be applied to reduce the unpaid principal and not to the payment of interest. If such excessive interest exceeds the unpaid balance due to the Association and/or Declarant, then such excess shall be refunded to Owner.

12.7 Construction and Interpretation. This Declaration shall be liberally construed and interpreted to give effect to its purposes and intent, except as otherwise required by law.

12.8 Notices. Except as otherwise provided in the Bylaws or this Declaration, all notices, demands, bills, statements and other communications under this Declaration shall be in writing and shall be given personally or by mail. Notices that are mailed shall be deemed to have been duly given three (3) days after deposit unless such mail service can prove receipt at an earlier date. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address for a Lot with the Association, then the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, then notice to one co-owner is deemed notice to all co-owners. Attendance by a Member at any meeting shall constitute waiver of notice by the Member of the time, place and purpose of the meeting. Written waiver of notice of a meeting, either before or after a meeting, of the Members shall be deemed the equivalent of proper notice

12.9 Not a Condominium. This document does not and is not intended to create a condominium within the meaning of the Texas Uniform Condominium Act, Tex. Prop. Code Ann., Section 82.001, et seq.

12.10 Severability. Invalidation of any one of these covenants, conditions, easements or restrictions by judgment or court order will in no manner affect any other provisions which will remain, in full force and effect.

12.11 Rights and Obligations Run With Land. The provisions of this Declaration are covenants running with the land and will 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. No Lot is exempt from the terms set forth herein. 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 will be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed. Notwithstanding any provision herein, the rights of Declarant as provided herein shall not

run with the land, but instead may only be transferred or assigned as provided in Section 12.12 hereof.

12.12 Assignment of Declarant's Rights. Declarant may assign, in whole or in part, its rights as Declarant by executing and Recording a document assigning such rights. There may be more than one Declarant if Declarant makes a partial assignment of Declarant status. Without limiting the terms of Section 6.12 hereof, upon a Declarant's assignment of any or all of its rights as Declarant under this Declaration, the assigning Declarant shall automatically, without further acknowledgment or consent of any other party, be fully released and discharged from any obligations accruing under this Declaration after the date of such assignment, including, without limitation, the obligation of such assigning Declarant to fund Budget Deficits arising after such assignment.

12.13 Disclaimer Regarding Security. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants, invitees and licensees that the Association, its Board and committees, Declarant and their officers, directors, members, employees and agents are not insurers and that each person using any portion of the Property assumes all risks for loss or damage to persons, to Lots and to the contents of Lots resulting from acts of third parties.

12.14 Adjacent Land Use. Although this Declaration may contain disclosures about the Property or its location on the date of this Declaration, Declarant makes no representation that these are the only noteworthy features of the Property or its location. A prospective owner or resident must make his own inspection of the Property, its location and nearby land uses, and make inquiries of anything that concerns him or her. Declarant makes no representation of any kind as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what any plat shows as potential uses of adjoining land. Declarant and the Association cannot and do not guaranty scenic views, volumes of traffic on streets around and through the Property, availability of schools or shopping, or any other aspect of the Property that is affected by the uses or conditions of adjacent or nearby land, water or air.

12.15 Attorneys' Fees and Court Costs. If litigation is instituted to enforce any provision herein, then the prevailing party shall be entitled to all attorneys' fees and court costs related to such legal action.

12.16 Gender. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, will include all other genders, and the singular will include the plural, and vice versa.

12.17 Headings. The headings contained in this Declaration are for reference purposes only and will not in any way affect the meaning or interpretation of this Declaration.

12.18 Conflicts. In the event of conflict between this Declaration and any Bylaws, rules, regulations or the Certificate, this Declaration will control.

12.19 Exhibits. All exhibits referenced in this Declaration as attached hereto are hereby incorporated by reference.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the 18 day of August, 2023.

MM Forney 69, LLC,
a Texas limited liability company

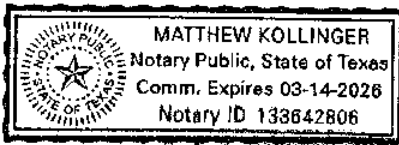
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: [Signature]
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18 day of August, 2018 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Forney 69, LLC, a Texas limited liability company on behalf of said company.



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

Legal Description and/or Depiction of the Property

EXHIBIT "A"

Legal Description and/or Depiction of the Property

WHEREAS, MM Forney 69, LLC is the Owner of a tract of land situated in the John Gregg Survey, Abstract No. 171, Kaufman County, Texas and being a tract described in a deed to MM Forney 69, LLC recorded in Volume 5699, Page 155 of the Deed Records of Kaufman County, Texas, (D.R.K.C.T.) and being more particularly described by metes and bounds as follows (Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1.000114077):

BEGINNING at a 1/2 inch rebar found for the westernmost corner of "Tract 2" of that same tract of land described in a deed to John and Patsy Crenshaw, recorded in Volume 4950, Page 157 D.R.K.C.T. and lying on the Northeast right-of-way line of US Highway 80 (variable width right-of-way);

THENCE North 59 Degrees 48 Minutes 10 Seconds West, with the Northeast right-of-way line of said US Highway 80, a distance of 56.87 feet to a 1/2 inch rebar found for corner, from which a wood monument found for reference bears South 72 Degrees 34 Minutes 10 Seconds West, a distance of 1.36 feet;

THENCE North 69 Degrees 54 Minutes 04 Seconds West, continuing with the Northeast right-of-way line of said US Highway 80, a distance of 676.51 feet to a 1/2 inch rebar found for corner at the southeast end of a corner clip at the intersection of the Northeast right-of-way line of said US Highway 80 with the Southeast right-of-way line of Lovers Lane (variable width right-of-way), from which a wood monument found for reference bears South 17 Degrees 06 Minutes 46 Seconds East, a distance of 1.50 feet;

THENCE North 04 Degrees 07 Minutes 10 Seconds West, with the Northeast line of said corner clip, a distance of 48.62 feet to a 1/2 inch rebar found for corner at the northwest end of said corner clip and lying on the Southeast right-of-way line of said Lovers Lane;

THENCE, in a northeasterly direction, with the Southeast right-of-way line of said Lovers Lane, the following courses and distances:

1. North 48 Degrees 29 Minutes 50 Seconds East, a distance of 208.52 feet to a 1/2 inch rebar with a cap stamped "KAZ" found for corner;
2. North 77 Degrees 24 Minutes 50 Seconds East, a distance of 407.77 feet to a 1/2 inch rebar found for corner;
3. North 49 Degrees 42 Minutes 50 Seconds East, a distance of 236.85 feet to a 1/2 inch rebar with a cap stamped "KAZ" found for corner;
4. North 40 Degrees 24 Minutes 50 Seconds East, a distance of 779.65 feet to a 1/2 inch rebar with a cap stamped "KAZ" found for corner;
5. North 39 Degrees 35 Minutes 50 Seconds East, a distance of 593.50 feet to a 1/2 inch rebar with a cap stamped "KAZ" found for corner;
6. North 32 Degrees 25 Minutes 20 Seconds East, a distance of 426.77 feet to a 1/2 inch rebar with a cap stamped "KAZ" found for corner;

THENCE, departing the Southeast right-of-way line of said Lovers Lane, with the Southwest line of Block 25 of Section Two, Heritage Hill Addition, an addition to the City of Forney, Kaufman County, Texas, according to the Plat thereof recorded in Cabinet 1, Page 286, P.R.K.C.T. the following courses and distances:

South 58 Degrees 37 Minutes 10 Seconds East, a distance of 12.31 feet to a 1/2 inch rebar with a cap stamped "KAZ" at the beginning of a curve to the left, having a central angle of 08 Degrees 50 Minutes 00 Seconds, a radius of 672.88 feet, and a chord bearing and distance of South 63 Degrees 02 Minutes 10 Seconds East, 103.64 feet;

Along said curve to the left, an arc length of 103.74 feet to a 1/2 inch rebar found for corner;

South 67 Degrees 27 Minutes 10 Seconds East, a distance of 766.13 feet to a point for corner, from which a 1/2 inch rebar found for reference bears North 20 Degrees 28 Minutes 10 Seconds East, a distance of 0.73 feet;

THENCE South 54 Degrees 52 Minutes 10 Seconds East, continuing with the Southwest line of said Block 25, a distance of 120.94 feet to a 1/2 inch rebar with a cap stamped "KAZ" found for corner on the Southeast right-of-way line of Heritage Hill Drive (50 foot right-of-way);

THENCE North 33 Degrees 02 Minutes 37 Seconds East, with the Southeast right-of-way line of said Heritage Hill Drive, a distance of 30.41 feet to a 1/2 inch rebar found for the westernmost corner of Lot 12, Block 26 of said Section Two, Heritage Hill Addition;

THENCE South 54 Degrees 47 Minutes 59 Seconds East, departing the Southeast right-of-way line of said Heritage Hill Drive, with the Southwest line of said Block 26, a distance of 129.77 feet to a 1/2 inch rebar found for corner lying on the Northwest line of Lot 14, Block K of Section Four, Heritage Hill Addition, an addition to the City of Forney, Kaufman County, Texas, according to the Plat thereof recorded in Cabinet 1, Page 719, P.R.K.C.T.;

THENCE South 35 Degrees 03 Minutes 35 Seconds West, with the Northwest line of said Block K, a distance of 944.58 feet to a 5/8 inch rebar found for the westernmost corner of Lot 17, Block M of said Fourth Section, Heritage Hill Addition;

THENCE South 44 Degrees 55 Minutes 31 Seconds East, with the Southwest line of said Block M, a distance of 300.50 feet to a 1 inch iron pipe found for the North corner of a tract of land described in a deed to George Kostorhryz and Brenda Kostorhryz, and Pinson Plaza Partners, LLC recorded in Volume 3397, Page 35, D.R.K.C.T.;

THENCE South 45 Degrees 23 Minutes 50 Seconds West, departing the Southwest line of said Block M and with the Northwest line of said Kostorhryz and Pinson Plaza Partners, LLC tract, a distance of 1563.83 feet to a point for the westernmost corner of said Kostorhryz and Pinson Plaza Partners, LLC tract and lying on the Northeast right-of-way line of said US Highway 80, from which a 1/2 inch rebar found for reference bears South 52 Degrees 30 Minutes 01 Seconds West, a distance of 0.25 feet;

THENCE North 69 Degrees 48 Minutes 10 Seconds West, with the Northeast right-of-way line of said US Highway 80, a distance of 330.00 feet to a 1/2 inch rebar found for the Southeast corner of "Tract 1" of said Crenshaw tract;

THENCE North 20 Degrees 11 Minutes 50 Seconds East, departing the Northeast right-of-way line of said US Highway 80, and with the Southeast line of said Crenshaw tract, a distance of 20.54 feet to a point for corner at the beginning of a curve to the right, having a central angle of 25 Degrees 12 Minutes 00 Seconds, a radius of 996.37 feet and a chord bearing and distance of North 32 Degrees 47 Minutes 50 Seconds East, 434.70 feet;

THENCE, in a northeasterly direction, continuing with the Southeast line of said Crenshaw tract, along said curve to the right, an arc length of 438.23 feet to a 1/2 inch rebar found for corner;

THENCE North 45 Degrees 23 Minutes 50 Seconds East, continuing with the Southeast line of said Crenshaw tract, a distance of 138.22 feet to a point for the easternmost corner of said Crenshaw tract;

THENCE North 44 Degrees 36 Minutes 10 Seconds West, with the Northeast line of said Crenshaw tract, a distance of 90.99 feet to a 1/2 inch rebar found for corner at the beginning of a curve to the left, having a central angle of 15 Degrees 58 Minutes 00 Seconds, a radius of 427.83 feet and a chord bearing and distance of North 52 Degrees 35 Minutes 10 Seconds West, 118.84 feet;

THENCE, in a northwesterly direction, continuing with the Northeast line of said Crenshaw tract, and along said curve to the left, an arc length of 119.22 feet to a 1/2 inch rebar found for corner;

THENCE North 60 Degrees 34 Minutes 10 Seconds West, continuing with the Northeast line of said Crenshaw tract, a distance of 383.50 feet to a point for the northernmost corner of said Crenshaw tract, from which a 1/2 inch rebar found for reference bears North 12 Degrees 52 Minutes 25 Seconds West, a distance of 0.36 feet;

THENCE South 30 Degrees 11 Minutes 50 Seconds West, with the Northwest line of said Crenshaw tract, a distance of 657.64 feet to the **POINT OF BEGINNING** and containing 3,008,414 square feet or 69.064 acres of land, more or less.

EXHIBIT "B"

Common Areas

Common Area lots are defined as any area denoted as Common Area on the Recorded final plat(s) for the Property ("Plat(s)") and/or any common area that is deeded to the Association, including the HOA Lot, Roadway, and all parks and park improvements constructed by the Declarant or Association within the Property.

EXHIBIT "C"

Open Space Area

(See Section 8.8)

Open spaces shall include all entrance features from Lovers Lane and landscaping and irrigation adjacent to Lovers Lane.

Open spaces shall include all unimproved open space in Common Areas to be maintained in a natural or semi-natural condition and not as a recreational feature or an amenity with certain specific aesthetic qualities.

All Open Space lots, drainage, detention and other easements, including without limitation, Association Easements, are to be maintained as deemed necessary by the Association.

Block C, Lot 25 is established by Plat as a Variable Width Wall & Drainage Easement and is to be maintained as deemed necessary by the Association.

Unless an area is dedicated to the Owner, City, or other Governing Authority, under the terms of this Declaration to include any amendment thereto, after the initial construction or installation of all Common Areas, Open Spaces, Green Spaces, Parks, Amenities, etc., the Association assumes full responsibility for all costs and expenses associated with the maintenance, repair and/or replacement of such areas which shall include, but is not limited to, all irrigation, including watering after the initial install, landscape, all elements, fixtures, structures, as well as utilities and other services required to keep all areas in good repair and aesthetically pleasing.

EXHIBIT "D"

Subdivision Association Maintenance Fencing

(See Section 9.6)

The Association shall have responsibility for the brick masonry walls adjacent to Lovers Lane.

Individual Owners shall be responsible for any fencing and/or Retaining Wall(s) located on their Lots. Neither the City nor the Association shall have maintenance responsibility for any Retaining Walls constructed as part of this development outside the wall location noted above.

EXHIBIT "E"

DESIGN GUIDELINES

LOVER'S LANDING

Lover's Landing residential construction is subject to City of Forney Code of Ordinances (SF-15-Single Family Residential-15 District). Builder's should refer to these Design Guidelines and the City's Ordinance to ensure all residential new construction requirements are reviewed prior to commencing construction.

PART 1

SECTION 1.1 CERTAIN ROOFING MATERIALS

Roof Materials. This Section contains the Builder requirements for new residential construction.

1.1.1 A minimum of 6:12 roof pitch is required, unless otherwise stated in the applicable zoning district or PD ordinance.

1.2.1 Roof materials for a single-family shall be comprised of an architectural, laminated, dimensional composition shingle (30-year minimum), flat pan standing seam metal roofing (only with a factory baked-on muted color finish; no bright colors or natural-colored metal roofing allowed), or terra cotta or slate tile in muted colors.

1.3.1 The color of shingles or roofing shall be driftwood or gray in color. All other colors shall require the prior written consent of the Architectural Reviewer prior to installation. Other roofing material shall not be used without the express written approval of the Architectural Reviewer. All roofing materials must be fireproof and conform to City requirements, and are subject to approval of the Architectural Reviewer. Roof materials shall in any event be in compliance with the Design Guidelines and the Declaration. Dormers above roof structure and roofing materials may be finished with an approved exterior grade siding material.

1.4.1 All chimney stacks shall be 100 percent masonry.

1.5.1 Roofing shingles covered by this Section are options available for Owners after purchase and is not a mandate upon Builders regarding initial roof construction. Roofing shingles covered by this Section are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "Roofing Shingles").

1.5.1.1 Roofing Shingles allowed under these Guidelines shall:

- (1) resemble the shingles used or otherwise authorized for use in the Property;
- (2) be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in the Property; and
- (3) match the aesthetics of other roofs throughout the Subdivision and surrounding properties.

1.5.1.2 An Owner is responsible for the maintenance and repairs to such Owner's Residence roof. Owner shall be responsible for accrediting, certifying and demonstrating to the Declarant, the ACC or other reviewing authority established under the Declaration that the proposed installation of roofing shingles covered by this Section 1.5.1 is in full compliance with the paragraphs above.

1.5.1.3 Roofing Shingles shall be installed only after receiving the written approval of the Declarant, the ACC or other reviewing authority established under the Declaration.

1.5.1.4 Owners are hereby placed on notice that the installation of Roofing Shingles may void or adversely affect other warranties.

PART TWO:

SECTION 2.1 DESIGN AND CONSTRUCTION REQUIREMENTS

2.1.1 Residence Height. The maximum height is two and one-half (2-1/2) stories, and not to exceed thirty-six feet (36') for the main residence.

2.1.2 Minimum Residential Floor Area. The minimum floor area per residence shall be two thousand, two hundred (2,200) square feet of air-conditioned living space / floor area.

Minimum Lot Dimensions and Setbacks and Maximum Lot Coverage

2.1.3 **The minimum Lot dimensions are as follows:**

- The minimum Lot area shall be fifteen thousand (15,000) square feet; also the average Lot area shall be at least seventeen thousand, five hundred (17,500) square feet in order to provide diversity in Lot sizes within each SF-15 neighborhood.
- The minimum Lot width shall be eighty feet (80').
- The minimum Lot depth shall be one hundred twenty feet (120').

2.1.4 **Minimum Setbacks are as follows:**

- The minimum front yard setback shall be thirty feet (30').
- The minimum side yard setback for interior side yards shall be eight feet (8') and fifteen feet (15') for a corner Lot on a residential or collector street AND twenty feet (20') for a corner Lot on an arterial street.
- The minimum rear yard setback is twenty feet (20') for the main residence and any accessory buildings. The rear yard setback for rear garage entry residences is twenty-five feet (25').

Maximum Lot Coverage is as follows:

- The maximum Lot coverage is thirty-five percent (35%) including the main residence and accessory buildings.

SECTION 2.2 EXTERIOR MATERIAL REQUIREMENTS

2.2.1 The standards and criteria contained within this Section are deemed to be the **minimum standards and shall apply to all new construction occurring within Lovers Landing.**

2.2.2 All single family residences shall be of exterior fire-resistant construction, and shall have a minimum of ninety percent (90%) masonry construction, more or less equally distributed around all sides of the residence for the first story of the structure.

2.2.3 A minimum of seventy-five percent (75%) masonry construction more or less equally distributed around all sides for any additional story above the first floor is required.

2.2.4 Areas of a home's façade that are devoted to windows, doors, covered porches or patios that have a minimum size of four feet (4') deep and eight feet (8') wide (i.e., 32 square feet), chimneys, breezeways or courtyards shall not be counted as "wall surface" when calculating the masonry requirement.

2.2.5 The design and coloration of the home's exterior shall be, to the greatest extent possible, compatible with other nearby homes along the street, and shall complement and enhance the overall appearance of the neighborhood.

2.2.6 **Masonry shall be construed to mean that form of construction composed of brick or stone, or combination of these two materials, synthetic stone/masonry, stucco or cementitious board.**

The following materials are not qualified as masonry construction in meeting the minimum requirements for exterior construction of residences unless specifically approved by the City and Architectural Reviewer:

- **Stucco**
- **Exterior plaster**
- **Adobe or mortar wash surface material**
- **EIFS (Exterior insulation and finish system)**
- **Acrylic matrix**
- **Synthetic plaster or other synthetic material**
- **Cementitious fiberboard siding such as Hardi-Plank, Hardi-Board, etc.**
- **PVC or other plastic based siding material**
- **Lightweight or featherweight concrete blocks, concrete or cinder blocks or any other cementitious product not listed under 2.2.5 above**
- **Metal exterior construction of any kind**

SECTION 2.3 GARAGES

2.3.1 **Garage Requirements:** Garage doors shall be stained cedar wood, unless otherwise approved in writing by the Architectural Reviewer (i.e. glass or see-through garage doors may be approved for Residences that are of modern architectural style). Each Residence erected on a Lot shall provide off-street parking space (inclusive of garage

space) for a minimum of two (2) automobiles. Garages may not be used for a living quarters or business and must remain close at all times when not in use; provided, however, a “mother-in-law” unit or accessory dwelling unit may be constructed in conjunction with a garage, provided any accessory have a minimum 6:12 roof pitch and be constructed of materials and style similar to the primary Residence on a Lot. Garage doors must be maintained in good condition. Any kind of screen, curtains, or other apparatuses to garage doors are strictly prohibited.

SECTION 2.4 GIFTS TO THE STREET

2.4.1 Gifts to the Street. Residences shall be designed in a manner that enhances the front door of a Residence rather than a garage door and shall include at least four (4) “Gifts to the Street, which include the following:

- (a) Garage door(s) with hardware;
- (b) Carriage style garage door(s) with hardware;
- (c) Architectural pillars or posts;
- (d) Bay window(s);
- (e) Brick chimney on exterior wall;
- (f) Cast stone accents;
- (g) Covered front porches (minimum of 30 square feet covered by main roof or an architectural extension);
- (h) Cupulas or turrets;
- (i) Dormers or gables;
- (j) Garage door not facing the street (I-swing garage style);
- (k) Roof accent upgrades (e.g. metal, tile, slate, solar tiles);
- (l) Recessed entries a minimum of three feet deeper than main front facade;
- (m) Variable roof pitches;
- (n) Transom windows;
- (o) Shutters;
- (p) 8' Front door;
- (q) Colored mortar;
- (r) Brick smaller than “King Size;”
- (s) Masonry arches;
- (t) Mixed masonry patterns (over and above what is required by Applicable Zoning);
- (u) Hanging or Coach lights at entrances;
- (v) Decorative attic or gable feature, minimum two square feet in size (e.g. vent, window, brick detail);
- (w) Divided Light Windows on the front;
- (x) Colored Windows - tan or black;
- (y) Decorative Hardware on front door or sconces next to front door; and/or
- (z) Exposed rafter tails.

SECTION 2.5 LANDSCAPING:

Upon completion of each Residence, the following landscape elements shall be installed prior to occupancy of the Residence. **No synthetic or fake sod, plants, flowers or trees are allowed:**

2.5.1 Sod/Irrigation: Each Lot shall have full sod installed with the exception of any paved areas of the Lot. All Lots must have underground irrigation systems installed providing coverage for all non-paved areas of the Lot in accordance with City requirements, and specifically include, without limitation, irrigation of Trees or Street Trees located within any public right-of-way adjacent to the Lot. Drip irrigation systems or an acceptable alternative must be installed in the front planter beds and tree wells as applicable by City ordinances. Some hardscape landscaping which may include the use of river rock shall be allowed in certain beds or areas where the regular and healthy growth of plants or trees will be difficult due to lack of sun or soil depth.

2.5.2 Trees: At least four (4) shade tree(s) of a minimum 4-caliper inch shall be planted within the front yard area of each Lot, at least two (2) shade tree(s) of a minimum 3-caliper inch shall be planted within the rear yard area of each Lot, and at least two (2) 30-gallon ornamental/patio trees (i.e. crepe myrtles) shall be planted within a Lot, for which a building permit has been issued. The Association shall maintain all landscaping required by the City within Common Areas of the Subdivision. All trees installed on a Lot or Common Areas to meet the landscaping requirements set forth herein or promulgated by the City for such Lot shall be selected from approved shade trees under any applicable Governmental Requirements. Trees located on corner Lots which may impede line of sight must maintain a canopy a minimum of nine (9) feet above grade. The owner shall promptly tend to any trees on an Owner's Lot upon signs of distress in trees or of need for trimming. Attached as Exhibit E-1 is a list of City approved trees and shrubs for reference.

2.5.3 Shrubbery and Planting Beds: Each Lot shall include landscaped beds along the frontage of the Residence within each Lot. Owners may install flower bed and tree ring borders around landscaped beds; however, prior written permission from the Architectural Reviewer is required. Borders must be uniform (mortared borders preferred) – no stacking of brick or stone haphazardly is permitted in construction of landscaping borders. Materials used for landscaping borders must match main Residence on a Lot. The Architectural Reviewer reserves the right to consider in determining whether to grant permission for flower bed and/or tree ring borders whether the plan and materials proposed for same are aesthetically pleasing and acceptable or not (which determination may be subjective). Each Lot shall have the minimum number of shrubs as required by applicable City ordinance in mulched planting beds with edging or masonry borders to separate the sod and bed. Each planting bed shall also contain a minimum of thirty (30) three (3) to five (5) gallon shrubs and one (1) flat of flowers per five (5) square foot of planting bed, and this number may be adjusted by the Builder upon written permission from the Architectural Reviewer. Variances to this rule may be granted in writing by the Architectural Reviewer on a case-by-case basis at the sole discretion of the Architectural Reviewer.

2.5.4 Initial Installations and Maintenance. Upon completion of any Residence within the Property and prior to the final inspection, the Builder must comply with any landscaping regulations, if applicable, according to the specifications outlined in these Design Guidelines and/or City ordinances (exceptions as to timing may be granted at the sole discretion of the Declarant and/or the Association due to inclement weather). The minimum clearance of any overhanging vegetation over any sidewalk shall be nine (9) feet.

2.5.5 Additional Landscaping: For the Lots where the rear property line is on the northern edge of the Subdivision, and in particular, Lots 1-8 Block A shown on the Plat (the "Affected Lots"), additional landscaping in the rear yard of such Affected Lots is required. Per a separate

Private Development Agreement with the neighbors to the north of such Affected Lots, The Bentley Family (the "Bentley Family"), additional landscaping is required in the rear yard of such Affected Lots. The Declarant will install a berm in the rear yard area of such Affected Lots and thereafter the Owner of each Affected Lot shall be required to maintain such berm located within such Owner's Affected Lot. No dirt is allowed to be removed from these Affected Lots and all excess dirt shall be placed on the berm on the northern edge of the Subdivision within the Affected Lots. The entire berm located within the Affected Lots will be 100% sodded, and additional shrubs and trees are required to be installed within the rear yard area of the Affected Lots to create privacy for the Bentley Family property located north of the Affected Lots. For each Affected Lot, the Builder may choose the privacy plants which shall be approved by the Architectural Reviewer prior to installation. At a bare minimum, these Affected Lots will be required to have four (4) 4"-caliper trees in the rear year area and large privacy shrubs in the rear year area.

SECTION 2.6 FENCES:

2.6.1 Wooden Fencing: Front fencing of the Residences is not allowed, except in accordance with the Security Measures Policy adopted by the Association. **Fencing may be optional at the sole discretion of the Declarant. No vinyl or chain link fencing allowed. No barbed wire or razor wire is permitted on any fencing.** All wooden fencing shall be stained and preserved as follows:

Manufacturer: Sherwin Williams
Color: Banyan Brown – Apply per instructions

Fences must be kept in good repair at all times. Broken fences and/or pickets must be repaired. Fallen fence panels must be repaired. All Lots must be fully fenced on all sides. Leans in fences of more than five inches (5") must be repaired. Fences with faded or fading stain or chipped paint visible from the adjacent street, Common Area or Lot must be re-stained or repainted (as the case may be) to maintain consistency of color and aesthetic appearance at all times.

Builders shall install quality fencing, properly anchored, with all posts situated on the inside so only the smooth side of the fence faces out. ALL FENCES REQUIRE PERMITS.

2.6.2 Fences in Residential Areas:

No residential fence shall be closer than fifteen feet (15') to a public street except in cases where the side or rear building line of the yards on continuous corner lots adjoin, in which case, the fence may be constructed out to the property line of said side yard such that the street side yard may be included as part of the lot's back yard area.

2.6.2.1 General Fence Requirements:

All wood fencing must be a minimum height of six feet (6') and a maximum height of eight feet (8'). *Without the express written consent of the ARC, only six foot (6') fences shall be installed.*

2.6.2.2 All wood fences shall be cedar and stained with the stain color listed in 2.6.1 above.

2.6.2.3 All wood fences shall have steel posts mounted on the inside so only the smooth side of the fence faces out.

2.6.2.4 Interior Lot Fences may be constructed as shown in Section 2.6.3 below and all portions of a fence considered Exterior Lot Fencing shall comply with the requirements in Section 2.6.4 for wood fencing and 2.6.5 for wrought iron fencing.

2.6.2.5 Visual clearance shall be provided in all zoning districts so that no fence, wall, architectural screen, earth mounding, landscaping or other feature obstructs the vision of a motor vehicle driver approaching any street, alley, or driveway intersection.

2.6.2.5 Transitional Buffer Yards or transitional screening is required where commercial, industrial, or multi-family uses adjoin single-family residential areas or uses, including within Planned Unit Developments. See City's applicable zoning ordinance for further details.

2.6.2.6 Walls and fences shall not impede or divert the flow of storm water or other drainage flowing from a Lot.

2.6.3 Interior Lot Fencing: For clarity, interior fencing is any portion of a fence that is surrounded by or abuts another Lot. Any portion of a fence such as the front returns, and portions of fences on corner Lots, facing major thoroughfares, arterial roads, or visible to the public shall not be considered Interior Lot Fencing. Interior Lot Fencing may be cedar board-to-board with a CAP to allow for better aesthetic appeal. **All front returns and any portions not considered Interior Lot Fencing as noted above shall be cedar board-on-board with a CAP and trim as required in Section 2.6.4.**

2.6.4 Exterior Lots (Any Portion of a Lot Visible to the Public Shall be Considered Exterior Lots in Regard to the Following Fencing Requirements): All front returns and any portion of a Lot's Boundary situated on or facing Corner Lots, Common Areas or Open Spaces, Major Thoroughfares, Arterial Roads, or visible to the public shall be deemed an Exterior Portion of the Lot. All such fencing shall be board-on-board with a CAP and Trim.

2.6.5 Exterior Lots (Other Property Adjacent): All fencing along a boundary of any exterior Lot that abuts and is shared with other property not located within the Subdivision may be ornamental metal/wrought iron painted black with a maximum fence height of six feet (6') or be cedar board-on-board with CAP and trim with steel posts and must be at least six feet (6') but no more than eight feet (8') in height from grade. All posts should be mounted so that the smooth side of the fence faces into the community or Owner's Lot.

2.6.6 Pool Enclosures. The design and appearance of any "swimming pool enclosure" (as defined below) that is visible from the Street or Common Area adjacent to the Lot on which such swimming pool enclosure is located must be six feet (6') or less in height, black in color, and consist of transparent mesh set in metal frames, unless otherwise approved in writing by the Architectural Reviewer. In no event shall the Architectural Reviewer prohibit or restrict an Owner from installing on such Owner's Lot a swimming pool enclosure that conforms to applicable state or local safety requirements. A "swimming pool enclosure" means and refers to a fence that (1) surrounds a water feature, including a swimming pool or spa located on a Lot; (2) consists of transparent mesh or clear panels set in metal frames; (3) is not more than six feet (6') in height; and (4) is designed to not be climbable.

SECTION 2.7 OTHER REQUIREMENTS

2.7.1 All Lots, Common Areas, Residences and/or other structures developed, construct^{7d} and/or installed within the Property shall conform to the requirements set forth in the Declaration and Design Guidelines established by the Association and any Applicable Zoning or other City ordinances to the extent the foregoing or any other restrictions set forth in this Declaration are not more restrictive. Building elevations shall be developed in general conformance with the architectural style set forth in the building elevations approved by the City and Architectural Reviewer.

SECTION 2.8 MAILBOXES

2.8.1 Mailboxes shall be cluster mailboxes and shall be of a type and design as may be approved by the Declarant, the Architectural Reviewer, and the U.S. Postal Service. All design, placement, and construction must be in accordance with any applicable guidelines and/or requirements of the City and/or United States Postal Service.

PART THREE:

SECTION 3.1 FLAGS AND FLAGPOLES. ALL FLAGS, REGARDLESS OF SIZE OR PLACEMENT, AND FLAGPOLES MUST HAVE THE PRIOR WRITTEN CONSENT OF THE ARCHITECTURAL REVIEWER/ACC. NO DISPLAY OR INSTALLATION OF A FLAG OR FLAGPOLE IS ALLOWED WITHOUT WRITTEN CONSENT. THE ASSOCIATION THOROUGH ITS BOARD AND/OR THE ACC RESERVES THE RIGHT TO REMOVE ANY UNAUTHORIZED FLAG WITHOUT NOTICE OR CONSENT OF THE OWNER.

- 3.1.1 The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a Street or Common Area.
- 3.1.2 The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 3.1.3 The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 3.1.4 Any freestanding flagpole, or flagpole attached to a Residence, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the Residence, and must have a silver finish with a gold or silver ball at the top. The flagpole must not exceed three (3) inches in diameter. Limitations as to size and placement may be exercised when setbacks and limited yard space are a factor.
- 3.1.5 The display of a flag, or the location and construction of the supporting flagpole,

shall comply with Applicable Zoning, easements, and setbacks of record.

- 3.1.6 A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
- 3.1.7 Only one flagpole will be allowed per Lot. No such limitation applies in Common Areas. A flagpole can either be securely attached to the face of the Residence (no other structure) or be a freestanding flagpole. A flagpole attached to the Residence may not exceed 4 feet in length. A freestanding flagpole may not exceed twenty (20) feet in height. Any freestanding flagpole must be located in either the front yard or backyard of a Lot, and there must be a distance of at least five (5) feet between the flagpole and the property line.
- 3.1.8 Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.
- 3.1.9 Any flag flown or displayed on a flagpole attached to the Residence may be no larger than 3'x5'.
- 3.1.10 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 of noisy halyards are a basis to have flagpole removed until Owner resolves the noise complaint.
- 3.1.11 The illumination of a flag is allowed so long as it does not create a disturbance to other Residents in the community. 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 Residence. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
- 3.1.12 Flagpoles shall not be installed in any Common Area or property maintained by the Association except by Declarant developing the initial improvements within such Common Area.
- 3.1.13 All freestanding flagpole installations must receive prior written approval from the Declarant, the ACC or other reviewing authority established under the Declaration.

SECTION 3.2 GUTTERING, RAIN BARRELS OR RAINWATER HARVESTING SYTEMS. SPECIFIC APPROVAL IN WRITING FROM THE ARCHITECTURAL REVIEWER/ACC IS REQUIRED.

- 3.2.1 All Residences shall be fully guttered with copper, galvanized steel, aluminum or painted if exposed to the Street or any Common Area. This requirement applies

regardless of whether rain barrels or rain water harvesting systems are installed on the Lot.

- 3.2.2 Rain barrels or rain water harvesting systems and related system components (collectively, "Rain Barrels") may only be installed after receiving the written approval of the Declarant, the ACC or other reviewing authority established under the Declaration.
- 3.2.3 Rain barrels may not be installed upon or within the Common Areas, except by Declarant installing the initial improvements within such Common Area, or with written approval of the Declarant or ACC.
- 3.2.4 Under no circumstances shall rain barrels be installed or located in or on any area within a Lot that is in-between the front of the Owner's Residence and an adjoining or adjacent street.
- 3.2.5 The rain barrel must be of color that is consistent with the color scheme of the Owner's Residence and may not contain or display any language or other content that is not typically displayed on such rain barrels as manufactured.
- 3.2.6 Rain barrels may be located in the back-yard of Lot so long as such rain barrel(s) may not be seen from a street, another Lot or any Common Area.
- 3.2.7 In the event the installation of Rain Barrels in the back-yard of an Owner's property in compliance with paragraph 3.2.6 above is impossible, the Declarant, the ACC or other reviewing authority established under the Declaration may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible. **The owner must have sufficient area on their Lot to accommodate the Rain Barrels.**
- 3.2.8 Rain Barrels must be properly maintained at all times or removed by the Owner.
- 3.2.9 Rain Barrels must be enclosed or covered.
- 3.2.10 Rain Barrels which are not properly maintained, become unsightly or could serve as a breeding pool for mosquitoes must be removed by the Owner from the Lot, at such Owner's sole cost and expense.

SECTION 3.3 CERTAIN RELIGIOUS DISPLAYS

- 3.3.1 By statute, an Owner is allowed to display or affix to the Owner's Lot or occupant's Residence one or more religious items, the display of which is motivated by the Owner's or occupant's sincere religious belief. Such display is limited according to the provisions contained herein.
- 3.3.2 If displaying or affixing of a religious item on the Owner's Lot or occupant's Residence violates any of the following covenants, the Association may remove the item displayed:

- (1) threatens the public health or safety;
- (2) violates a law other than a law prohibiting the display of religious speech;
- (3) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
- (4) is installed on property:
 - (A) owned or maintained by the Association; or
 - (B) owned in common by members of the Association;
- (5) violates any applicable building line, right-of-way, setback or easement; or
- (6) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

3.3.3 No owner or Resident is authorized to use a material or color for an entry door or door frame of the Owner's or occupant's Residence or make an alteration to the entry door or door frame that is not authorized by the Declaration or otherwise expressly approved by the Declarant, the ACC or other reviewing authority established under the Declaration.

SECTION 3.4 SOLAR PANELS

3.4.1 Solar energy devices, including any related equipment or system components (collectively, "Solar Panels") may only be installed after receiving the written approval of the Declarant, the ACC or other reviewing authority established under the Declaration. Owners desiring to install solar panels will be held 100% responsible for any damage or compromise to the roof or structure. The Association will not be responsible for any costs of repairs associated with the installation or use of solar panels.

3.4.2 Solar Panels may not be installed upon or within Common Areas or any area which is maintained by the Association, except by Declarant developing the initial improvements within such Common Area, or with written approval of the Declarant or ACC.

3.4.3 Solar Panels may only be installed on designated locations on the roof of a Residence, on any structure allowed under any subdivision or Association dedicatory instrument, or within any fenced rear-yard or fenced-in patio of an Owner's Lot, but only as allowed by the Declarant, the ACC or other reviewing authority established under the Declaration. **Solar Panels may not be installed on the front elevation of the Residence.**

3.4.4 If located on the roof of a Residence, Solar Panels shall:

- (1) not extend higher than or beyond the roofline;
- (2) conform to the slope of the roof;
- (3) have a top edge that is parallel to the roofline; and
- (4) have a frame, support bracket, or wiring that is black or painted to match the color of the roof tiles or shingles of the roof. Piping must be painted to match the surface to which it is attached, i.e. the soffit and wall. Panels must blend with the color of the roof to the greatest extent possible.

- 3.4.5 If located in the fenced rear-yard or patio, Solar Panels **shall not** be taller than the fence line or visible from any adjacent Lot, Common Area or Street.
- 3.4.6 The Declarant, the ACC or other reviewing authority established under the Declaration may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the Owner, will create an interference with the use and enjoyment of any adjacent Lot or Common Area.
- 3.4.7 Owners are hereby placed on notice that the installation of Solar Panels may void or adversely affect roof warranties. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the Owner.
- 3.4.8 Solar Panels must be properly maintained at all times or removed by the Owner.
- 3.4.9 Solar Panels which become non-functioning or inoperable must be removed by the Owner.

SECTION 3.5 SIGNAGE

3.5.1 No sign or signs of any kind or character shall be displayed to the Streets or otherwise to the public view on any Lot or Common Area, except for the Declarant's signs or Builders' signs approved by the Declarant for such Declarant's Property, and except that:

(A) Any Builder, during the applicable initial construction and sales period, may utilize two (2) professionally fabricated signs (of not more than six [6] square feet in size) per Lot for advertising and sales purposes, and two (2) professionally fabricated signs (of not more than thirty-two [32] square feet in size) in the Property advertising a model home or advertising the Subdivision, provided that such signs shall first have been approved in writing by the Architectural Reviewer;

(B) A professionally fabricated "for sale" or "for rent" or "for lease" sign (of not more than six [6] square feet in size) may be utilized by the Owner of a Lot for the applicable sale or rent situation, ONLY providing that such sign first shall have been approved in writing by the Architectural Reviewer and provided further that no "for rent" or "for Lease" signs shall be permitted to be place on a Lot in the two (2) year period immediately following the first sale of a Residence to an end-use homebuyer;

(C) Development related signs owned or erected by Declarant (or any Builder with Declarant's prior written consent) shall be permitted;

(D) Signs displaying the name of a security company shall be permitted, provided that such signs are (i) ground mounted, (ii) limited to one (1) in number per Lot, and (iii) of a size not in excess of two (2) square feet in size;

(E) Each Owner may display flags on or at a Residence in conformity with the rules set forth in these Design Guidelines, and otherwise a manner otherwise consistent

with the covenants, conditions and restrictions contained in the Declaration. Owners should keep in mind the close proximity of other Owners and/or businesses. Some flags may not be conducive to the aesthetic harmony of the neighborhood, street or block upon which the Residence is located. The Architectural Reviewer reserves the right to request the prompt removal of flags, and should the Owner not comply, the Architectural Reviewer reserves the right to remove the flag. Such removal shall not constitute trespassing and the Architectural Reviewer, or the Association shall not be responsible for the return of or replacement of flag in the event of damage or loss;

(F) Each Residence may display up to two (2) spirit signs or other signs in support of athletic events and/or teams during the applicable sport season which are not otherwise consistent with the covenants, conditions and restrictions contained in the Declaration; and

(G) Seasonal decorations (including lights, lawn ornamentation, flags and banners) may not be displayed without the express written consent of the Architectural Reviewer. You may not individualize the outside of your Residence without permission. If approved, use may not exceed four (4) weeks during the applicable season and provided that such decoration is in any event consistent with the covenants, conditions and restrictions contained in this Declaration and do not constitute or cause disharmony among the Owners or businesses surrounding the Residence and must be removed within ten (10) days following the applicable season or holiday; and

(H) One (1) sign for each candidate and/or ballot item on advertising such political candidate(s) or ballot item(s) for an election shall be permitted in accordance with Section 259.002 of the Texas Election Code, provided that:

(i) such signs may not be displayed (A) prior to the date which is ninety (90) days before the date of the election to which the sign relates, and (B) after the date which is ten (10)days after that election date;

(ii) such signs must be ground-mounted; and

(iii) such signs shall in no event (A) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component, (B) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, (C) include the painting of architectural surfaces, (D) threaten the public health or safety, (E) be larger than four feet (4') by six feet (6'), (F) violate a law, (G) contain language, graphics, or any display that would be offensive to the ordinary person, or (H) be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

EXHIBIT E-1

<p>Large Trees (within parking areas or as street trees) Green Ash (<i>Fraxinus pennsylvanica</i>) White Ash (<i>Fraxinus americana</i>) Bald Cypress (<i>Taxodium distichum</i>) Pond Cypress (<i>Taxodium mucronatum</i>) American Elm (<i>Ulmus americana</i>) Lacebark Elm (<i>Ulmus parvifolia</i>) Cedar Elm (<i>Ulmus crassifolia</i>) (Avoid Winged Elm [<i>Ulmus alata</i>], which is similar but not adapted.) Ginkgo (<i>Ginkgo biloba</i>) Chinquapin Oak (<i>Quercus muehlenbergii</i>) Live Oak (<i>Quercus virginiana</i>) Shumard Oak (<i>Quercus shumardii</i>) Water Oak (<i>Quercus nigra</i>) Chinese Pistache (<i>Pistacia chinensis</i>) Sweetgum (<i>Liquidambar styraciflua</i>)</p>	<p>Large Trees (non-vehicular areas) Arizona Cypress (<i>Cupressus glabra</i>) Southern Magnolia (<i>Magnolia grandiflora</i>) Bur Oak (<i>Quercus macrocarpa</i>) Pecan (<i>Carya illinoensis</i>) Common Persimmon (<i>Diospyros virginiana</i>) Western Soapberry (<i>Sapindus Drummondii</i>)</p>	<p>Small Trees Eve's Necklace (<i>Sophora affinis</i>) Possumhaw Holly (<i>Ilex decidua</i>) Yaupon Holly (<i>Ilex vomitoria</i>) <i>Crape Myrtle</i> (<i>Lagerstroemia indica</i>) Southern Wax Myrtle (<i>Myrica cerifera</i>) Lacey Oak (<i>Quercus glaucoides</i>) Vasey Oak (<i>Quercus pungens</i> var. <i>vaseyi</i>) Aristocrat Pear (<i>Pyrus calleryana</i> 'Aristocrat') (Avoid Bradford Pear [P. c. 'Bradford'].) Eldarica Pine (<i>Pinus eldarica</i>) Mexican Plum (<i>Prunus mexicana</i>) Golden Rain Tree (<i>Koelreuteria paniculata</i>) Redbud (<i>Cercis canadensis</i>) Shining Sumac (<i>Rhus copallina</i>) Rusty Blackhaw Viburnum (<i>Viburnum rufidulum</i>)</p>
--	--	--

<p>Evergreen Shrubs (acceptable for low [5' or less] screening) Dwarf Abelia (<i>Abelia grandiflora</i> 'Edward Goucher') <i>Japanese Boxwood</i> (<i>Buxus microphylla</i> var. <i>japonica</i>) <i>Elaeagnus pungens</i> 'Fruitlandii' Berries Jubilee Holly (<i>Ilex cornuta</i> 'Berries Jubilee') <i>Carissa Holly</i> (<i>Ilex cornuta</i> 'Carissa') <i>Dazzler Holly</i> (<i>Ilex cornuta</i> 'Dazzler') <i>Dwarf Burford Holly</i> (<i>Ilex cornuta</i> 'Dwarf Burford') <i>Dwarf Chinese Holly</i> (<i>Ilex cornuta</i> 'Rotunda') <i>Dwarf Yaupon Holly</i> (<i>Ilex vomitoria</i> 'Nana') Nandina (<i>Nandina domestica</i>)</p>	<p>Evergreen Shrubs (acceptable for 6' screening) Glossy Abelia (<i>Abelia grandiflora</i>) Cleyera (<i>Ternstroemia gymnanthera</i>) Burford Holly (<i>Ilex cornuta</i> 'Burford') Chinese Horned Holly (<i>Ilex cornuta</i>) Mary Nell Holly (<i>Ilex x</i> 'Mary Nell') Needlepoint Holly (<i>Ilex cornuta</i> 'Needlepoint') Waxleaf Ligustrum (<i>Ligustrum japonicum</i>)</p>	<p>Large Evergreen Shrubs/Small Trees (screening over 6' tall) Leyland Cypress (<i>Cupressocyparis leylandii</i>) (30-40') Nellie R. Stevens Holly (<i>Ilex cornuta</i> 'Nellie R. Stevens') (10-15 ') Cherry Laurel (<i>Prunus caroliniana</i>) (12- 20') Glossy Ligustrum (<i>Ligustrum lucidum</i>) (20-25') Little Gem Magnolia (<i>Magnolia grandiflora</i> 'Little Gem') (to 20') Chinese Photinia (<i>Photinia serrulata</i>) (12-20') (Avoid Red-Tip Photinia [P. x <i>fraseri</i>])</p>
---	--	---

<p>Other Shrubs Barberry (<i>Berberis</i> spp.) <i>American Beautyberry</i> (<i>Callicarpa americana</i>) <i>Indian Hawthorn</i> (<i>Raphiolepis indica</i>) Wilson Holly (<i>Ilex</i> x <i>altaclarensis</i> 'Wilsonii') Earth-Kind (TAMU) Roses Savannah Holly (<i>Ilex</i> x 'Savannah') Rose-of-Sharon (<i>Hibiscus syriacus</i>) <i>Autumn Sage</i> (<i>Salvia gregii</i>) St. Johnswort (<i>Hypericum patulum</i> 'Henryi') Spiraea spp. Chastetree (<i>Vitex agnus-castus</i>) <i>Juniper</i> (<i>Juniperus</i> spp.) Loropetalum</p>	<p>Ground Covers Purpleleaf Honeysuckle (<i>Lonicera japonica</i> 'Purpurea') <i>English Ivy</i> (<i>Hedera helix</i>) (<i>shade only</i>) Asian Jasmine (<i>Trachelospermum asiaticum</i>) <i>Trailing Juniper</i> (<i>Juniperus</i> spp.) Harbour Dwarf Nandina (<i>Nandina domestica</i> 'Harbour Dwarf') Mondograss (<i>Ophiopogon</i> spp.) Vinca minor (Avoid <i>V. major</i>.) Liriope muscari (Avoid <i>L. spicata</i>.) Hardy Plumbago (<i>Ceratostigma plumbaginoides</i>)</p>
---	---

Notes:

Plants in italics are preferred due to their lower water demand, as designated in the "Landscape Water Conservation Xeriscape" published by the Texas Agricultural Extension Service.

Additional plant materials may be approved on the landscape plan by the City for non-required landscaping areas, as may be appropriate for the use and effect intended.

EXHIBIT "F"

BYLAWS

LOVER'S LANDING

**BYLAWS
OF
LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
INTRODUCTION**

The name of the corporation is Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall be located in Kaufman County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Declaration of Covenants, Conditions and Restrictions for Lovers Landing Homeowners' Association, Inc., recorded in the Official Public Records of Kaufman County, Texas, including the number, qualification, appointment, removal, and replacement of Directors.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.2. Association. "Association" shall mean and refer to Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation.

Section 2.3. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association.

Section 2.4. Association Restrictions. "Association Restrictions" shall mean the Declaration of Covenants, Conditions and Restrictions for Lovers Landing Homeowners' Association, Inc., as the same may be amended from time to time, together with the Certificate, Bylaws, and Association Rules from time to time in effect.

Section 2.5. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.6. Board. “Board” shall mean the Board of Directors of the Association. During the period of Declarant control, Declarant shall have the sole right to appoint and remove Directors of the Board.

Section 2.7. Bylaws. “Bylaws” shall mean the Bylaws of the Association which may be adopted by the Board and as the same may be amended from time to time.

Section 2.8. Certificate. “Certificate” shall mean the Certificate of Formation for Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation, filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.9. Declarant. “Declarant” shall mean MM Forney 69, LLC., a Texas limited liability company, and its duly authorized representatives or their successors or assigns; provided that 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 shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 2.10. Declaration. “Declaration” shall mean the “Declaration of Covenants, Conditions and Restrictions for Lovers Landing Homeowners' Association, Inc., recorded in the Official Public Records of Kaufman County, Texas, as the same may be amended from time to time.

Section 2.11. Development. “Development” shall mean and refer to the property subject to the terms and provisions of the Declaration.

Section 2.12. Manager. “Manager” shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. “Member” or “Members” shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

Section 2.14. Mortgage. “Mortgage” or “Mortgages” shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. “Mortgagee” or “Mortgagees” shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. “Owner” or “Owners” shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

Unless otherwise defined in these Bylaws or the context otherwise requires, each term used in these Bylaws with its initial letter capitalized which has been specifically defined in the Declaration and not otherwise specifically defined in this Article II shall have the same meaning herein as given to such term in the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 3.1. Annual Meetings. The first annual meeting of the Members shall be held on such date as selected by the Board of Directors which is on or before the earlier of (i) the date which is one hundred twenty (120) days after seventy-five percent (75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded in the Official Public Records of Kaufman County, Texas, and each subsequent regular annual meeting of the Members shall be held on such date as selected by the Board of Directors. The annual meeting shall not be held on a Sunday or legal holiday.

Section 3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority vote of the Board of Directors, or upon written request of the Members who are entitled to vote fifty-one percent (51%) or more of the votes of the Association.

Section 3.3. Place of Meetings. Meetings of the Association may be held at the Development or at a suitable place convenient to the Members, as determined by the Board.

Section 3.4. Notice of Meetings. At the direction of the Board, written notice of meetings of the Association will be given to the Members at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

Section 3.5. Voting Member List. The Board will prepare and make available a list of the Association's voting Members in accordance with the Texas Business Organization Code.

Section 3.6. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, sixty-seven percent (67%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Certificate, the Declaration, or these Bylaws. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be half (1/2) of the quorum requirement for such prior meeting, in no such event shall a quorum be less than one-tenth (1/10). No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. If the required quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 3.7. Proxies. Votes may be cast in person or by written proxy. To be valid, each proxy must: (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the Lot to which the vote is appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association

meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Member, before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

Section 3.8. Conduct of Meetings. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. Votes should be tallied by tellers appointed by the person presiding over the meeting.

Section 3.9. Order of Business. Unless the notice of meeting states otherwise or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of Directors (when required)
- Unfinished or old business
- New business

Section 3.10. Adjournment of Meeting. At any meeting of the Association, a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

Section 3.11. Action without Meeting. Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by the Texas Business Organization Code, which may include hand delivery, United States Mail, facsimile, e-mail, or any combination of these. Written consents by Members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of Directors.

Section 3.12. Telephone Meetings. Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes 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. The Board of Directors, at its sole discretion, may determine to hold the annual meeting or any special meeting of the Association by remote communications technology. Notice of any meeting held by remote communications technology shall be provided in accordance with the By-Laws. The Board is authorized to adopt rules and regulations governing the conduct and voting at any meeting held by remote communications technology as the Board shall deem necessary or advisable. At any meeting of the Association held by remote communications technology, where voting by electronic ballot by posting on an Internet website is allowed, voting on any matter before the members may take place during the meeting if authorized by the Board. If electronic voting by posting on an Internet website is not available for a meeting held by remote communications technology or the Board does not authorize electronic voting during the meeting, voting on any matter before the members may only take place prior to the commencement of the meeting, and the Board may establish a date and time prior to the commencement of the meeting after which votes cast by the members will no longer be accepted or considered valid.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate of Formation. The Board of Directors may increase or decrease the number of Directors to serve on the Board of Directors at any given time by a majority vote of the Board of Directors, provided that (i) at no time will there be more than or less than three (3) Director positions on the Board of Directors, and (ii) after the right of Declarant to appoint Directors to the Board of Directors expires, any new Director positions established by the Board shall not be deemed vacant and shall be established effective as of the date a new Director is elected into such position and shall be filled at the election held at the next scheduled annual meeting of Association or other special meeting scheduled for Board elections where required notice of such meeting has been provided in compliance with any and all applicable laws. The initial Directors shall serve until their successors are elected and qualified. **Except as is provided in the Declaration and in Sections 4.1(b) and 4.1(c) below, Declarant shall have the absolute right to appoint and remove members of the Board of Directors as outlined in these bylaws and Declaration.**

(b) From and after the first annual meeting of Members and until the 75% of Lots have been sold to non-declarant members which is the earlier of (i) one hundred-twenty (120) days after seventy-five (75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded in the Official Public Records of Kaufman County, Texas, the Board of Directors shall consist of three (3) persons appointed by Declarant who need not be Members of the Association. On and after the Transition Date, the Board of Directors shall include two (2) persons appointed by Declarant and one (1) person

elected by a majority vote of Class A Members ("Non-Declarant Director") at such meeting at which quorum is present, which Non-Declarant Member shall serve for a period which is the shorter of one (1) year, or until the next annual meeting of the Members at which the Non-Declarant Member (or replacement thereof) shall be elected. The Non-Declarant Director shall be elected at the first annual meeting (or special meeting called for such purpose by the President of the Association) of Members held on or after the Transition Date. On and after the date on which the last Lot is sold to a non-Declarant Owner (the "Declarant Turnover Date"), the President of the Association will call a meeting of the Members of the Association where the Members will elect one (1) Director for a three (3) year term, and two (2) Directors for a two (2) year term. The member obtaining the most votes will serve the three (3) year term and the remaining two (2) will serve a term of two (2) years. If the previously elected non-Declarant member's term is still active that member will be allowed to finish serving out his/her term and thereafter an election shall be held to fill the vacating seat and such elected director shall serve a 2-year term. Upon expiration of the term of a Director elected by Members at the first meeting of the Members after the Declarant Turnover Date pursuant to this Section 4.1(b), his or her successors shall serve a term of two (2) years. Any additional Director positions established by the Board shall be for terms to ensure staggering of the terms of Directors, as determined reasonable and appropriate by the Board. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The Board of Directors shall have the power and authority when it is deemed in the best interest of the Association to change or alter the terms of office of directors on the Board or increase the number of Directors to serve on the Board to a maximum of (5) five which shall be done by Board resolution notwithstanding, terms must remain staggered for the purpose of continuity.

(c) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate or partnership ownership of a Lot, a duly authorized agent or representative of the corporate or partnership Owner. The corporate, or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.

Section 4.2. Compensation. The Directors shall serve without compensation for such service.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written candidate application or form, or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

Section 4.4. Removal of Directors for Cause. If a Director breaches such Director's duties hereunder or violates the terms of the Declaration, the Certificate, the Association Rules or

these Bylaws or who causes disturbances or division among the board members, the Director may be removed by Declarant unless Declarant no longer has the right to appoint and remove Directors in accordance with Section 4.1 of these Bylaws, and then by a majority vote of the remaining Directors after Declarant's right to appoint and remove Directors has expired. No Director shall have any voting rights nor may such Director participate in any meeting of the Board of Directors at any time that such Director is delinquent in the payment of any Assessments or other charges owed to the Association.

Section 4.5. Vacancies on Board of Directors. At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. The foregoing shall not apply to any new Director positions established by the Board pursuant to Section 4.1(a) above. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws.

Section 4.6. Removal of Directors by Members. Subject to the right of Declarant to nominate and appoint Directors as set forth in Section 4.1 of these Bylaws, an elected Director may be removed, with or without cause, by a majority vote of the Members at any special meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including the individual Director whose removal is to be considered at such special meeting.

Section 4.7. Consent in Writing. Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial or architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.4. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes 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. The Board of Directors, at its sole discretion, may determine to hold the annual meeting or any special meeting of the Association by remote communications technology. Notice of any meeting held by remote communications technology shall be provided in accordance with the Bylaws. The Board is authorized to adopt rules and regulations governing the conduct and voting at any meeting held by remote communications technology as the Board shall deem necessary or advisable. At any meeting of the Association held by remote communications technology, where voting by electronic ballot by posting on an Internet website is allowed, voting on any matter before the members may take place during the meeting if authorized by the Board. If electronic voting by posting on an Internet website is not available for a meeting held by remote communications technology or the Board does not authorize electronic voting during the meeting, voting on any matter before the members may only take place prior to the commencement of the meeting, and the Board may establish a date and time prior to the commencement of the meeting after which votes cast by the members will no longer be accepted or considered valid. This Section 5.4 of Article V shall control and prevail in the event of any conflict with any other provision contained in the Bylaws.

Section 5.6. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

(a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) to the maximum extent permitted under applicable law, suspend the voting rights of a Member and right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the

Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Association Restrictions;

(d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;

(e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) employ such employees as they deem necessary, and to prescribe their duties;

(g) as more fully provided in the Declaration, to:

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) procure and maintain adequate liability and hazard insurance on property owned by the Association, which policies of insurance shall name the Declarant during the Development Period, and any managing agent of the Association as "additional insured;"

(j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Declaration or by law.

Section 6.2. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members who are entitled to cast fifty-one percent (51%) of all outstanding votes; and

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve. If officers are content to continue in their current roles, the Board must announce name at the next scheduled meeting for matter of recording only.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.8. Duties. The duties of the officers are as follows:

(a) **President.** The President, or any person designated by the Board, presides over meetings of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments such as promissory notes.

(b) **Vice President.** The Vice President or Vice Presidents (including, without limitation, Executive Vice Presidents, and Senior Vice Presidents), if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated by the President or the Board. In the event the president is unable for any reason to fulfill the duties assigned to that office the vice president shall automatically fulfill the duties of role of president as well as the role of the vice president to ensure the business and operation of the association continues without interruption.

(c) Secretary. The Secretary shall cause to be recorded the votes and cause to be kept the minutes of all meetings and proceedings of the Board and of the Members; serve notice or cause to be served notice of meetings of the Board and of the Members; cause to be kept appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer shall oversee the receipts and deposits in appropriate bank accounts all monies of the Association and shall oversee the disbursement of such funds as directed by resolution of the Board; shall sign, at the direction of the Board, promissory notes of the Association; cause to be kept proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and cause to be delivered a copy of each to the Members. These duties can be fulfilled through the review and approval of monthly financials and bank statements and other financial records provided.

ARTICLE VIII OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board. Notwithstanding the foregoing or anything to the contrary contained herein, during the Development Period, the Architectural Reviewer for plans and specifications for new homes to be constructed on vacant Lots or modifications to any home on a Lot is the Declarant or its delegates in accordance with Section 6.2 and Appendix B of the Declaration, as amended from time to time.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE X
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

**ARTICLE XI
CORPORATE SEAL**

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

**ARTICLE XII
DECLARANT PROVISIONS**

Section 12.1. Conflict. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

Section 12.2. Board of Directors. As provided in Section 4.1 of these Bylaws, **Declarant is entitled to appoint and remove all members of the Board of Directors until on or after 75% of Declarant Lots are sold, and thereafter, two members of the Board of Directors until the Declarant no longer owns any portion of the Property.** Until Declarant's right to appoint members of the Board of Directors terminates, the Directors appointed by Declarant need not be Owners or residents and may not be removed by the Owners. In addition, Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

**ARTICLE XIII
AMENDMENTS**

Section 13.1. These Bylaws may be amended, (i) on or before the Declarant Turnover Date, by unilateral vote or written consent of Declarant, and thereafter (ii) by a majority vote or written consent of a majority of the Directors on the Board of Directors of the Association.

Section 13.2. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

THE ASSOCIATION SHALL INDEMNIFY EVERY DIRECTOR AND OFFICER OF THE ASSOCIATION AGAINST, AND REIMBURSE AND ADVANCE TO EVERY DIRECTOR AND OFFICER FOR, ALL LIABILITIES, COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH DIRECTORSHIP OR OFFICE AND ANY ACTIONS TAKEN OR OMITTED IN SUCH CAPACITY TO THE GREATEST EXTENT PERMITTED UNDER THE TEXAS BUSINESS ORGANIZATION CODE AND ALL OTHER

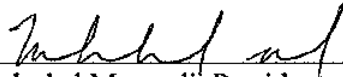
APPLICABLE LAWS AT THE TIME OF SUCH INDEMNIFICATION, REIMBURSEMENT OR ADVANCE PAYMENT; PROVIDED, HOWEVER, NO DIRECTOR OR OFFICER SHALL BE INDEMNIFIED FOR: (A) A BREACH OF DUTY OF LOYALTY TO THE ASSOCIATION OR ITS MEMBERS; (B) AN ACT OR OMISSION NOT IN GOOD FAITH OR THAT INVOLVES INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW; (C) A TRANSACTION FROM WHICH SUCH DIRECTOR OR OFFICER RECEIVED AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF DIRECTORSHIP OR OFFICE; OR (D) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF SUCH DIRECTOR OR OFFICER IS EXPRESSLY PROVIDED FOR BY STATUTE.

**ARTICLE XV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

[SIGNATURE PAGE OF BYLAWS FOLLOW THIS PAGE]

The undersigned, being the President of Lovers Landing Homeowners' Association, Inc., does hereby certify that the foregoing are the Bylaws of said non-profit corporation and certain Policies as adopted by the Association's Board of Directors pursuant to a Unanimous Consent of Directors in Lieu of Organizational Meeting of the Corporation dated to be effective as of the 20th day of February 2023.



Mehrdad Moayed, President

EXHIBIT A

TO THE BYLAWS OF

Lovers Landing Homeowners' Association, Inc.

Certificate of Formation

Consent of Directors in Lieu of Organizational Meeting

Declaration Page

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 804934193 02/20/2023
Document #: 1223558790003
Image Generated Electronically
for Web Filing

Filing Fee: \$25

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Lovers Landing Homeowners' Association, Inc.

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

Essex Association Management, LP

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

1512 Crescent Dr., Suite 112 Carrollton TX 75006

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Mehrdad Moayedi**

Title: **Director**

Address: **1800 Valley View Ln., Suite 300 Farmers Branch TX, USA 75234**

Director 2: **Dustin Warren**

Title: **Director**

Address: **1800 Valley View Ln., Suite 300 Farmers Branch TX, USA 75234**

Director 3: **Brock Babb**

Title: **Director**

Address: **1800 Valley View Ln., Suite 300 Farmers Branch TX, USA 75234**

Article 4 - Organization Structure

A. The corporation will have members.

OR

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

Non-Profit Homeowners' Association

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**1512 Crescent Dr., Suite 112
Carrollton, TX 75006
USA**

Organizer

The name and address of the organizer are set forth below.

Mehrdad Moayed **1800 Valley View Ln., Suite 300, Farmers Branch, TX 75234**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Mehrdad Moayed

Signature of organizer.

FILING OFFICE COPY

**CONSENT OF DIRECTORS IN LIEU OF
ORGANIZATIONAL MEETING
OF
LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, being all of the members of the Board of Directors of Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation (hereinafter referred to as the "Association"), do hereby consent, pursuant to the Texas Business Organization Code, to the adoption of the following resolutions:

1. DIRECTORS

RESOLVED, that each of the undersigned, being all of the directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas on the 20th day of February, 2023, does hereby accept appointment to such office and does hereby agree to serve as a director of the Association until the first annual meeting of the members and until said director's successor or successors have been duly elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal from office.

2. BYLAWS

RESOLVED, that the form of Bylaws attached hereto, are approved and adopted as the Bylaws of the Association, and the Secretary of the Association is instructed to insert the original thereof in the minute book of the Association.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association and until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Mehrdad Moayed	-	President
Brock Babb	-	Vice President
Dustin Warren	-	Secretary/Treasurer

4. REGISTERED OFFICE; REGISTERED AGENT

RESOLVED, that the registered office of the Association be established and maintained at c/o Essex Association Management, L.P., 1512 Crescent Drive, Suite 112, Carrollton, Texas 75006, and that Ron Corcoran is hereby appointed as registered agent of the corporation in said office.

5. BOOKS AND RECORDS

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association. The Board hereby adopts the Records Production, Copying, and Retention Policy, and authorizes the secretary to execute same and cause such policy to be recorded in the applicable county public records.

6. ORGANIZATIONAL EXPENSES

RESOLVED, that the President of the Association or other officer be and hereby is authorized and directed to pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the Association and to reimburse any person who may have paid any of such fees, expenses and costs.

7. CORPORATE SEAL

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.

8. DEPOSITORY RESOLUTIONS

RESOLVED, that an account shall be established in the name of the Association with a financial institution to be determined by the Board (the "Bank"), under the rules and regulations as prescribed by said Bank wherein may be deposited any of the funds of this Association, whether represented by cash, checks, notes or other evidences of debt, and from which deposit withdrawals are hereby authorized in the name of the Association by any one of the following persons:

Mehrdad Moayedi, President

Brock Babb, Vice President

Dustin Warren, Secretary/Treasurer

Ron Corcoran, Essex Association Management. L.P.

Ana Corcoran, Essex Association Management. L.P.

BE IT FURTHER RESOLVED, that the Bank is hereby authorized to honor any and all withdrawal items against the Association's funds, although payable to the officer or agent signing or countersigning the same and whether presented for encashment or for credit to the personal account of such officer or agent or any other person, and said Bank need make no inquiry concerning such items and/or the disposition of the money, items, or credit given therefor.


9. ALTERNATIVE PAYMENT PLAN POLICY

The Board hereby adopts the Alternative Payment Schedule Guidelines for Certain Assessments, and authorizes the secretary to execute same and cause such policy to be recorded in the applicable county public records.

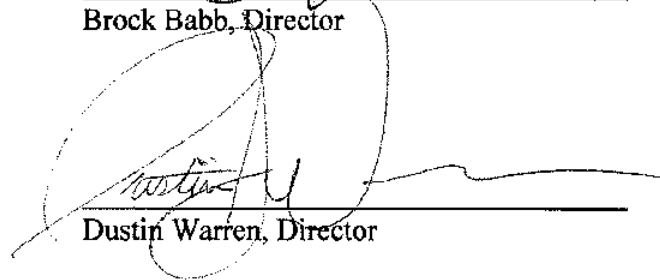
IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the 20th day of February, 2023.



Mehrdad Moayedi, Director



Brock Babb, Director



Dustin Warren, Director

EXHIBIT A

TO THE BYLAWS OF

Lovers Landing Homeowners' Association, Inc.

Certificate of Formation

Consent of Directors in Lieu of Organizational Meeting

Declaration Page

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 804934193 02/20/2023
Document #: 1223558790003
Image Generated Electronically
for Web Filing

Filing Fee: \$25

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Lovers Landing Homeowners' Association, Inc.

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

Essex Association Management, LP

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

1512 Crescent Dr., Suite 112 Carrollton TX 75006

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Mehrdad Moayedi**

Title: **Director**

Address: **1800 Valley View Ln., Suite 300 Farmers Branch TX, USA 75234**

Director 2: **Dustin Warren**

Title: **Director**

Address: **1800 Valley View Ln., Suite 300 Farmers Branch TX, USA 75234**

Director 3: **Brock Babb**

Title: **Director**

Address: **1800 Valley View Ln., Suite 300 Farmers Branch TX, USA 75234**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

Non-Profit Homeowners' Association

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**1512 Crescent Dr., Suite 112
Carrollton, TX 75006
USA**

Organizer

The name and address of the organizer are set forth below.

Mehrdad Moayed **1800 Valley View Ln., Suite 300, Farmers Branch, TX 75234**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Mehrdad Moayed

Signature of organizer.

FILING OFFICE COPY

**CONSENT OF DIRECTORS IN LIEU OF
ORGANIZATIONAL MEETING
OF
LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, being all of the members of the Board of Directors of Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation (hereinafter referred to as the "Association"), do hereby consent, pursuant to the Texas Business Organization Code, to the adoption of the following resolutions:

1. DIRECTORS

RESOLVED, that each of the undersigned, being all of the directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas on the 20th day of February, 2023, does hereby accept appointment to such office and does hereby agree to serve as a director of the Association until the first annual meeting of the members and until said director's successor or successors have been duly elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal from office.

2. BYLAWS

RESOLVED, that the form of Bylaws attached hereto, are approved and adopted as the Bylaws of the Association, and the Secretary of the Association is instructed to insert the original thereof in the minute book of the Association.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association and until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Mehrdad Moayed	-	President
Brock Babb	-	Vice President
Dustin Warren	-	Secretary/Treasurer

4. REGISTERED OFFICE; REGISTERED AGENT

RESOLVED, that the registered office of the Association be established and maintained at c/o Essex Association Management, L.P., 1512 Crescent Drive, Suite 112, Carrollton, Texas 75006, and that Ron Corcoran is hereby appointed as registered agent of the corporation in said office.

5. BOOKS AND RECORDS

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association. The Board hereby adopts the Records Production, Copying, and Retention Policy, and authorizes the secretary to execute same and cause such policy to be recorded in the applicable county public records.

6. ORGANIZATIONAL EXPENSES

RESOLVED, that the President of the Association or other officer be and hereby is authorized and directed to pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the Association and to reimburse any person who may have paid any of such fees, expenses and costs.

7. CORPORATE SEAL

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.

8. DEPOSITORY RESOLUTIONS

RESOLVED, that an account shall be established in the name of the Association with a financial institution to be determined by the Board (the "Bank"), under the rules and regulations as prescribed by said Bank wherein may be deposited any of the funds of this Association, whether represented by cash, checks, notes or other evidences of debt, and from which deposit withdrawals are hereby authorized in the name of the Association by any one of the following persons:

Mehrdad Moayedi, President

Brock Babb, Vice President

Dustin Warren, Secretary/Treasurer

Ron Corcoran, Essex Association Management. L.P.

Ana Corcoran, Essex Association Management. L.P.

BE IT FURTHER RESOLVED, that the Bank is hereby authorized to honor any and all withdrawal items against the Association's funds, although payable to the officer or agent signing or countersigning the same and whether presented for encashment or for credit to the personal account of such officer or agent or any other person, and said Bank need make no inquiry concerning such items and/or the disposition of the money, items, or credit given therefor.

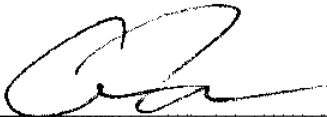
9. ALTERNATIVE PAYMENT PLAN POLICY

The Board hereby adopts the Alternative Payment Schedule Guidelines for Certain Assessments, and authorizes the secretary to execute same and cause such policy to be recorded in the applicable county public records.

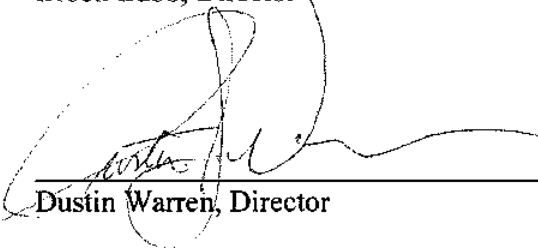
IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the 20th day of February, 2023.



Mehrdad Moayedi, Director



Brock Babb, Director



Dustin Warren, Director

DECLARATION PAGE

**FOR THE ADOPTED POLICIES ON BEHALF OF
LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.**

Pursuant to the Covenants, Conditions and Restrictions and the Bylaws (the "CC&R's" and "Bylaws"), I Dustin Warren, Secretary of Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation (the "Association"), certify that the Board of Directors has reviewed and by at least a majority vote of the Board, has approved and adopted the Bylaws and certain Policies attached to the Bylaws as provided for herein.

I certify that Lovers Landing Homeowners' Association, Inc., operates under recorded CCR's and Bylaws as well as policies, rules and regulations set forth per the Texas State Property Code and Texas Business Organizations Code requirements and works to uphold such Governing Documents and policies to the best of its abilities.

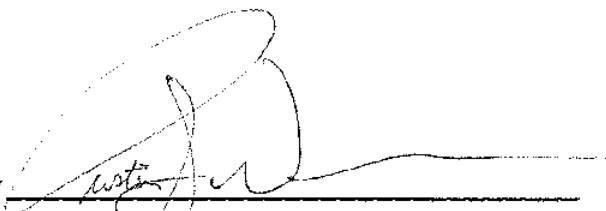
All Policies of the Association may be adopted, enforced, amended and/or modified as a stand-alone policy or document. The Declarant or the Board of Directors, shall have the right and authority to take such actions as it deems necessary and/or appropriate. A vote or approval of the Members is not required in order for the Declarant or the Board to exercise such authority, powers, and rights however, the Board shall acknowledge any such change at its next regularly scheduled Board meeting and may, if so warranted, memorialize such action by written Resolution. The Board, using the most convenient and cost-effective method available, shall notify Members of the adoption of a new policy or the amendment of an existing policy. The Association may not enforce newly adopted or amended rules until it has made an effort to communicate the change to the Membership. This may be accomplished by means of electronic communication or other effective forms of communication available to the Association. Copies of newly adopted or amended policies or rules shall be posted to the Association's website, if available. If no website is available, the Board shall cause at least a postcard or notification to be mailed by regular U.S. mail to all Owners of record and upon request of an Owner delivered to the Association in any written form, shall mail a copy of the newly adopted or amended policy upon request.

All Members are hereby placed on notice that according to the E-mail Registration Policy adopted by the Association and as may be amended from time to time, every Owner shall be required to register on the Association's website, if one is available. Any Member violating this policy assumes all risk and responsibility for any lack of notification or other information provided to Owners by the Board. This rule shall apply to all notifications broadcast by any authorized representative of the Association regardless of the content being broadcast and/or provided.

POLICY NAME	
Records Production, Copying, and Retention Policy	Attachment A
Collection Policy	Attachment B
Alternate Payment Schedule Policy	Attachment C
Notice and Hearing; Schedule of Fines	Attachment D
E-mail Registration Policy	Attachment E
Generator Policy	Attachment F
Community Wide Standard Policy	Attachment G
Drones and Unmanned Aircraft Policy	Attachment H
Security Measures Policy	Attachment I
Lightning Rod Use Policy	Attachment J
Pandemic Policy	Attachment K

This cover sheet and the language it contains shall be enforceable as to the rights of the Board and the responsibilities of the membership it contains.

By my signature below I do hereby attest and affirm the above.

By 
Dustin Warren Secretary

Attachment A

Records Production, Copying, and Retention Policy

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

Records Production, Copying, and Retention Policy

WHEREAS, the Board of Directors (the "Board") of Lovers Landing Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Production, Copying, and Retention Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Board of Directors without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Records Production, Copying, and Retention are established by the Board:

1. Association Records shall be reasonably available to every owner. The Association shall make available the current version of the Associations' Documents filed in the county deed records available on an Internet website maintained by the Association or managing agent on behalf of the Association, and available to Members. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - i. format: electronic files, compact disk or paper copies
 - ii. delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when

the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - 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 thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
- a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this 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: (Please go to the Attorney General web-site for current charges) <https://texasattorneygeneral.gov/og/charges-for-public-information>
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.

- 9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to 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 an assessment as allowed under the Declarations.
- 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
- 11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This is to certify that the foregoing Records Production, Copying, and Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code, and supersedes any policy regarding records production which may have previously been in effect.

Record Retention Schedule

The Record Retention Schedule is organized as follows:

SECTION TOPIC

- A. Accounting and Finance
- B. Contracts
- C. Corporate Records
- D. Electronic Documents
- E. Payroll Documents
- F. Personnel Records
- G. Property Records
- H. Tax Records

The following are the Association's retention periods. These apply to both physical and electronic documents. If no physical copy of an electronic document is retained, the means to 'read' the electronic document must also be retained. If a record does not fall within the following categories, Board approval must be obtained to dispose of such record.

A. ACCOUNTING AND FINANCE

Record Type	Length of time to be kept on record
Accounts Payable & Accounts Receivable ledgers and schedules	7 years

Annual Audit Reports and Financial Statements	7 years
Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Bank Statements and Canceled Checks Employee Expense Reports	7 years
General Ledger	7 years
Notes Receivable ledgers and schedules Investment Records	Permanent

B. CONTRACTS

Record Type	Length of time to be kept on record
Contracts and related correspondence (including any proposal that resulted in the contact and all other supportive documentation)	4 years after the expiration or termination of the contract

C. ASSOCIATION RECORDS

Record Type	Length of time to be kept on record
Corporate records (unless otherwise specifically addressed in this policy), governing documents, dedicatory instruments, minute books, signed minutes of meeting of the Board or Committees, corporate seals, annual/corporate reports, licenses and permits	Permanent
Account records of Owners	5 years

D. ELECTRONIC DOCUMENTS

Record Type	Length of time to be kept on record
<p>Electronic Mail: Not all e-mail needs to be retained and is considered Association property or shall be subject to review, dependent upon the subject matter and/or ownership of the e-mail or system from which the communication originated</p> <ul style="list-style-type: none"> • Board and/or staff shall stive to keep all insignificant e-mails to a minimum. Significant e-mails are those related to business and Association related issues. E-mails that contain personal 	12 months maximum

information on a Manager or communication between a Manager and his or her Supervisor regarding Management related topics shall not be required to be produced.

- The Corporation's business-related emails should be downloaded to a service center or user directory on the server, as determined by the Board.
- Should not store or transfer the Corporation's related e-mails onto non-work-related computers except as necessary or appropriate for the Corporation's purposes.
- Do not send confidential/proprietary information to outside sources including any communication considered confidential/proprietary by the Managing Agent without prior written consent.

Electronic Documents: Retention depends on the subject matter and follows D above

E. ASSOCIATION PAYROLL DOCUMENTS

Record Type	Length of time to be kept on record
Employee Deduction Authorizations	4 years after employees' termination
Payroll Deductions and Payroll Registers	7 years after termination
W-2 and W-4 forms	7 years after termination
Garnishments, Assignments, Attachments	7 years after termination
Timecards/sheets	2 years
Unclaimed wage records	6 years

F. PERSONNEL RECORDS

Record Type	Length of time to be kept on record
Commissions/Bonuses/Incentives/Awards	7 years
EEO – I/EEO-2 Employer Information Reports	7 years from separation
Employee earnings records	1 copy kept permanently
Employee handbooks, personnel records of all types	6 years from separation
Job descriptions	3 years
Employee contracts or agreements	7 years from separation
Employment records – all non-hired applicants	2 years or 4 years if an offer of employment was made
Employee records – correspondence with employment agencies and/or advertisements for job openings	3 years from separation or from date of posting
Personnel count records	3 years
Forms I-9	3 years after date of hire or 1 year after separation of employment

G. PROPERTY RECORDS

Record Type	Length of time to be kept on record
Correspondence, property deeds, assessments, licenses, rights-of-way, property insurance policies	Permanent

F. TAX RECORDS

Record Type	Length of time to be kept on record
Tax exemption documents and related correspondence	Permanent

IRS rulings	Permanent
Tax bills, receipts, statements	7 years
Tax returns, income, franchise, and property	Permanent
Tax workpaper packages – originals	7 years
Annual information returns – Federal and State	Permanent
IRS or other government audit records	Permanent
All other tax records	7 years

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the Records Production, Copying, and Retention Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

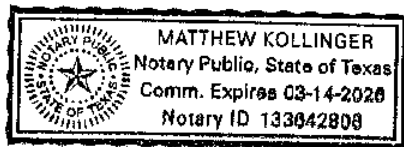
Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation

Mehrdad Manayeli
Authorized Board of Director
Title: Director

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 18 day of August, 2023, by Mehrdad Manayeli, the Director of the Lovers Landing Homeowners' Association, Inc., a non-profit corporation, in his/her capacity as an Authorized Board of Director of the non-profit corporation.

[SEAL]



M. Kollinger
Notary Public, The State of Texas
My Commission Expires:

Attachment B

Collections Policy

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

Collection Policy

WHEREAS, Lovers Landing Homeowners' Association, Inc. (the "Association") has authority pursuant to the Declaration of Covenants, Conditions & Restrictions (the "Declaration") to levy assessments against Owners of Lots within Lovers Landing planned community located in Kaufman County, Texas (the "Property"); and

WHEREAS, to facilitate the timely collection of assessments and other amounts owed by Owners, and to comply with the Declaration and the laws of the State of Texas regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

WHEREAS, this policy may be amended at any time and from time to time by the Board of Directors without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Property and the same are to be known as the "Collection Policy" for the Association:

1. Generally. The steps and procedures contained in this Policy **serve as a general outline only** of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

Due Dates. Pursuant to the Declaration and unless a different payment schedule is adopted by the Board, the assessment shall be paid on an annual basis on the first (1st) day of every January of each year. The due date and delinquency date for a Special Assessment or an Individual Assessment or other type of assessment levied as authorized per the Declaration shall be determined by the Board of Directors. Any installment of the annual Assessment which is not paid in full by the last day of the calendar month in which such assessment is due. (the "Delinquency Date") and shall be assessed late and collection fees and is subject to interest as provided in the Declaration.

2. Written Notice of Delinquency. Subsequent to an Owner becoming delinquent, and prior to referring the account to the Association's legal counsel for collection, the Association will send at least one (1) written notice of the delinquency to the Owner via certified mail (the "Delinquency Notice"). The Delinquency Notice shall: (i) detail each delinquent amount and the total amount owed; (ii) describe the options available to the Owner to avoid having the account referred to the Association's legal counsel, including the availability of a payment plan, and (iii) provide the Owner a period of at least Forty-five (45) days to cure the delinquency before further collection action is taken. This notice is more commonly known as a demand letter."

3. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternate payment schedule by which an owner

may make partial payments for delinquent amounts owed to the Association in certain circumstances. The Board has adopted and recorded a policy which governs payment plans and the Association will follow the policies and procedures contained therein.

4. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on unpaid assessments at the rate of twelve percent (12%) per annum notwithstanding, should the Declaration list a different amount, the higher rate allowed shall apply, from the Delinquency Date or at the rate set forth in the Declaration should the amount differ than the amount set forth herein until paid and such amounts shall be charged to the Owner's account. Such interest, as and when it accrues hereunder, is secured by the Assessment Lien described in the Declaration and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection interest; provided, however, that the waiver of interest shall not constitute a waiver of the Board's right to collect any interest, or any other charges then owed or becoming due in the future.

5. Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, late charges in an amount up to \$25.00 shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Such late charge, as and when levied, is secured by the Assessment Lien described in the Declaration and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge or portion thereof; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any or late charges or any other charges in the future.

6. Collection Fees. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, collection fees shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Collection fees are charges by the managing agent for the servicing of accounts, collection of delinquent accounts and for other services rendered such as processing and handling of certified / return receipt mail, payment plan processing and monitoring, demand letters, etc., and may not be waived by the Board without the consent of the managing agent. Such collection fees, as and when levied, is secured by the Assessment Lien described in the Declaration and will be subject to recovery in the manner provided herein for assessments.

7. Handling Charges and Return Check Fees. To recoup for the Association, the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner. Charges may be owed to the Association and/or its Managing Agent. Handling charges and administrative fees charged by the managing agent may be in addition to the collection fees the managing agent is entitled to under Section 6 above.

b. A charge of \$25.00 per item or the amount charged by the Bank if greater, will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check for any reason, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

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

8. Collection Agencies. In the event an account has not been paid in full following thirty (30) days from the date Delinquency Notice was mailed to the Owner, the Association's agent may refer the account to a "third-party" entity which may include, but is not limited to, the Association's Attorney, a collection agency for collection, including reporting delinquent account to any credit bureau or other agency providing credit histories to authorized entities. All costs incurred by the Association for services rendered by any such third-party agency or administering the referral and handling of the account to a third-party agency are deemed costs of collection of the Association. Such costs of collection, when incurred by the Association and added to an Owner's account, are secured by the Assessment Lien described in the Declaration and will be subject to recovery in the manner provided herein for assessments.

9. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority:

- a. First, to any delinquent assessment;
- b. Second, to any current assessment;
- c. Next, to any attorney's fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- d. Next, to any attorney's fees incurred by the Association;
- e. Next, to any fines or self-help assessed by the Association; and
- f. Last, to any other amount owed to the Association.

If the Owner is in default under a payment plan entered into with the Association at the time the Association receives a payment from the Owner, the Association is not required to apply the payment in the order of priority specified herein, except that a fine assessed by the Association may not be given priority over any other amount owed to the Association.

10. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner or a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

11. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such Representative or agent.

12. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the Forty-Five (45) day period stated in the Delinquency Notice (as provided for in Section 2 above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein. Upon direction of the Board or the Association's agent, legal counsel for the Association may pursue all available legal remedies regarding the delinquencies referred to it **may include, but is not limited to, the following:**

a. Notice Letter. As the initial correspondence to a delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Official Public Records of Kaufman County, a written notice of assessment lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. If the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

13. (i). Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot at the Kaufman County Courthouse for a foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute, a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

(ii). Judicial Foreclosure. The Association may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

(iii) Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to inferior lienholders pursuant to Section 209.0091 of the Texas Property Code.

(iv) Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

(v) Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

(vi) Remedies Not Exclusive. All rights and remedies provided in this Policy and herein above are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

(vii) Compromise. To expedite the resolution of a delinquent account, the Board may, at any time, compromise or waive the payment of interest, late charges, handling charges, collection costs other than collection fees and cost owed to the managing agent, unless approved by the managing agent, legal fees or any other application charge.

14. Severability and Legal Interpretation. If any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, if any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the collection of assessments filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association has executed this Notice.

[Signature Page to Follow]

Attachment C

Alternate Payment Schedule Policy

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

Alternative Payment Schedule
Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of Lovers Landing Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Board of Directors without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
 - b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such previous Alternative Payment Schedule; (2) to owners who have failed to request an Alternative Payment Schedule prior to the 45 day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the

owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association may charge reasonable costs for administering the Alternative Payment Schedule (“Administrative Costs”) and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association may provide an estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule.

- d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of the current delinquent balance, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.
- e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule, and shall be made by cashier’s checks or money orders.
- f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner’s request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner’s request for an Alternative Payment Plan.
- g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.
- h. Default
 - 1. The following shall result in an immediate default of an Alternative Payment Schedule:
 - i. The owner’s failure to timely tender and deliver any payment when due under the Alternative Payment Schedule;
 - ii. The owner’s failure to tender any payment in the full amount and form (e.g., cashier’s check or money order) as specified in the Alternative Payment Schedule; or

- iii. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment Plan.
2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.
3. The Association is not required to provide notice of any default.
4. Owners are not entitled to any opportunity to cure a default.
5. While an owner is in default under an Alternative Payment Schedule, the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.
6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
- i. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the Alternative Payment Schedule Guidelines for Certain Assessments filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association has executed this Notice.

[Signature Page to Follow]

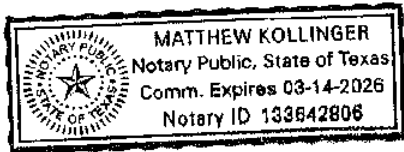
Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation

Mehmet Noyan
Authorized Board of Director
Title: Director

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 18 day of August, 2023, by Mehmet Noyan, the Director of the Lovers Landing Homeowners' Association, Inc., a non-profit corporation, in his/her capacity as an Authorized Board of Director of the non-profit corporation.

[SEAL]



Matthew Kollinger
Notary Public, The State of Texas

My Commission Expires:

03 / 14 / 2026

Attachment D

Notice & Hearing; Schedule of Fines

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

Notice and Hearing; Schedule of Fines Policy

WHEREAS, the Board of Directors (the "Board") of Lovers Landing Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Notice and Hearing; Schedule of Fines Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Notice and Hearing; Schedule of Fines; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Board of Directors without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Notice and Hearing; Schedule of Fines Policy are established by the Board:

NOTICE AND HEARING; SCHEDULE OF FINES

Notice and Hearing.

(a) Prior to the imposition of any fine for a violation of the Declaration or the levying of any special individual assessment on an Owner, the Association will give at least one (1) notice of not less than five (5) days (unless violation is deemed an emergency, constitutes a safety or health hazard, or is a non-curable violation) each to the Owner in compliance with the Declaration and/or Section 209.006 of the Texas Property Code (the "**Property Code**"), as the same may be hereafter amended. Notices as described above are not required for situations deemed to be an emergency, constitutes a safety or health hazard or poses any kind of health or safety issue, or deemed a non-curable violation by the Board. Notice(s), as a general rule shall follow the schedule below notwithstanding, it is to be understood this is a guide and in no way prevents the Association or its Managing Agent from deviating from this schedule when it is deemed in the best interest of the Association or its Residents to do so:

First Notice shall be sent regular U.S. mail unless a non-curable violation is issued under instruction of the Board or at the discretion of the Managing Agent, at which time such notice shall be sent certified mail. ***Delivery of any First Notice as well as any subsequent notices may also be delivered by e-mail or by posting to the door of the Residence*** in addition to or in lieu of other means of notification so long as such delivery does not conflict with the requirements of the Texas Property Code. Notwithstanding, any violation considered to be an emergency or considered to threaten, in any capacity, the health, safety and welfare of Residents may be delivered by posting to the door of the violating Property Owner or by e-mail to the e-mail address on file with the Association.

(i) Second Notice of Violation may be sent using one of two choices; a Second Notice of Violation with additional time to abate the violation or a Fine Warning Notice. Regardless of which notice is used, the notice must be sent certified and regular U.S. mail. Second Notice and Fine Warning Notice must inform the Owner of his/her right to a Hearing as described below.

(ii) Notice of Fine Levied (**Notice of Fine**) shall be delivered by certified and regular U.S. mail.

(iii) The notice must describe the violation or property damage that is the basis for the fine for such violation, and state any amount due the Association from the Owner.

(iv) The notice must inform the Owner that the Owner is entitled to a reasonable time to cure the violation and avoid the fine and that the Owner may request a hearing as outlined in the Declaration and Section 209.007 of the Texas Property Code on or before the 30th day after the Owner receives the notice.

(b) In compliance with Section 209.007 of the Texas Property Code, if the Owner submits a written request for a hearing, the Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request, and shall notify the Owner of the date, time and place of the hearing in compliance with the Texas Property Code, but at least ten (10) days before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period not to exceed the maximum number of days allowed under Texas Property Code. If the hearing is to be held before a committee appointed by the Board, the notice shall state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

(c) Provided that such Owner has not requested a hearing in accordance with the above and the violation has not been cured, then the Association shall continue to levy fines per the schedule below, notwithstanding, the schedule provided is a guide and does not constitute a hard and fast rule as the amount of fine a Board can levy for an Owner's non-compliance. Some violations, depending upon the severity or repetition, may warrant more stringent fine enforcement or may warrant a one-time fine in lieu of fining in increments. The amount and frequency in which a fine is levied is at the sole discretion of the Board. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard, pursuant to Section 209.006 and Section 209.007 of the Texas Property Code.

Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Declaration. The Board may elect to pursue such additional remedies at any time in accordance with applicable law.

FINES:

Violation:

Fine Amount:

Notice of Fine Levied –
1st Fine Notice

Minimum first fine of \$50.00, notwithstanding, greater fines can be levied depending upon the nature, severity, and reoccurrence of the violation.

Notice of Fine Levied –
2nd Fine Notice

Not less than \$100.00 depending upon the nature, severity, and reoccurrence of the violation

Notice of Fine Levied -
3rd Fine Notice

Not less than \$150.00 depending upon the nature, severity, and reoccurrence of the violation

Notice of Fine Levied –
4th Fine Notice & Beyond

Fine will increase an additional \$50.00 every week until Owner cures the violation

Note: Once a fine has reached the maximum fine amount, if applicable, as set forth in the Declaration and the Owner has not cured the violation, the fine process will continue at the rate of \$50.00 per week until the violation is cured. The Association shall send one (1) additional notice notifying the Owner fines will continue until the violation is cured and thereafter, the Association will not be required to notify the Owner further and may continue to fine until the violation is cured or the Association determines that self-help action is required or warranted. The Association shall submit a statement of account to the Owner at least once per month during the fining process.

This policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors as a stand-alone policy to comport with industry standards, to amend, revise provisions of the policy, or rescind all or any part of the policy, as may be deemed necessary and in the best interest of the Association. Any amendment to the policy shall placed on the Association’s website if applicable.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the Notice and Hearing; Schedule of Fines Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association has executed this Notice.

[Signature Page Follows this Page]

Attachment E

E-mail Registration Policy

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

E-Mail Registration Policy

WHEREAS, the Board of Directors (the "Board") of Lovers Landing Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an E-mail Registration Policy for the Association which shall be effective upon recording; and

WHEREAS, the Board wishes to adopt these reasonable guidelines regarding the Association's rights and intent to use e-mail and other electronic forms of communication for the purpose of noticing Members of the Association; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant or the Board of Directors by Resolution to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Notwithstanding, should any ambiguity or conflict occur regarding the intent of this Policy at any time, all Members are herein advised the interpretation shall always be in **FAVOR OF THE ASSOCIATION**. Any amendment or revision shall be made available to each homeowner and a copy placed on the Association's website if applicable.

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for E-mail Registration Policy are adopted and established as follows:

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Lovers Landing if applicable and shall be recorded in each county in which the Subdivision is located and in compliance with Section 209.005 of the Texas State Property Code and as may be supplemented and/or amended from time to time:

1. ***Purpose.*** The purpose of this Email Registration. Policy is to facilitate proper notice of Board, Annual, Special, and other meetings of the Board and/or Members pursuant to Section 209.0051(e) of the Texas Property Code and additionally, to facilitate the announcement of other Association business or community events as they may occur.
2. ***Email Registration.*** Should the owner wish to receive all email notifications, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current. To register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, or contact the managing agent of record and provide any information in writing.
3. ***Failure to Register.*** Under the Texas Property Code, an Association is required to notice Owners using only one (1) contact method. An owner may not receive email notification or communication of meetings should the owner fail to register his/her email address with the Association or the managing agent. Correspondence to the Association and/or managing agent must be in a form of writing. Written notice or e-mail notice sent from the Owner's e-mail address will be considered appropriate means of notification. No verbal requests for changes

will be accepted. Property management companies overseeing rentals may not make changes to an Owner's address or other information without a signed authorization form received from the Owner.

4. Amendment. The Association may, from time to time, by Resolution of the Board, and as a stand-alone policy modify, amend, or supplement this Policy or any other rules regarding email registration and the way the Association chooses to notice Owners about meetings. This policy shall include all meeting types.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to E-mail Registration Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association has executed this Notice.

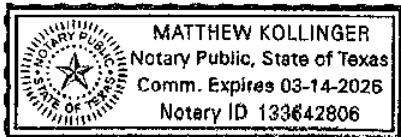
Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation

Mehmet Maseti
Authorized Board of Director
Title: Director

THE STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 18 day of August, 2023, by Mehmet Maseti, the Director of the Lovers Landing Homeowners' Association, Inc., a non-profit corporation, in his/her capacity as an Authorized Board of Director of the non-profit corporation.

[SEAL]



M. Kollinger
Notary Public, The State of Texas
My Commission Expires:
3 / 14 / 2026

Attachment F

Generator Policy

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

Generator Policy

WHEREAS, the Board of Directors (the "Board") of Lovers Landing Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Generator Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines regarding Generator installation and use; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines with the Bylaws of the Association notwithstanding, the Policy may be amended at any time and from time to time as a stand-alone policy in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for use of Generators are established by the Board:

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Lovers Landing (Recorded or to be recorded in the Official Public Records of Kaufman County, Texas, as the same may be amended from time to time.

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("**Generator**") upon written approval by the architectural review authority under the Declaration (the "**ACC or ARC**").

B. GENERATOR PROCEDURES AND REQUIREMENTS

1. Application. Approval by the ACC is required prior to installing a Generator. To obtain the approval of the ACC for a Generator, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "**Generator Application**"). The ACC is not responsible for: (i) errors or omissions in the Generator Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance with and must comply with the following:

i. The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

ii. The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

iii. The Owner must install all-natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

iv. The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

v. The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

vi. The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

vii. The Owner must screen a Generator if it is visible from the street or front of the home, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is in a side or rear yard fenced by a wrought iron fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

viii. The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

ix. No Owner shall use the Generator to generate all or substantially all the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

x. No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

xi. No Owner shall locate a Generator on property owned by the Association.

xii. No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by The Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

4. Approval. Each Owner is advised that if the Generator Application is approved by the ACC, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the ACC may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application.

Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties up to \$1,000.00. Any requirement imposed by the ACC to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the Generator Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association has executed this Notice.

[Signature Page Follows this Page]

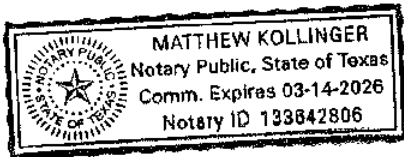
Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation

Mercedes Mangel
Authorized Board of Director
Title: _____

THE STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 18 day of August, 2023, by Mercedes Mangel, the Director of the Lovers Landing Homeowners' Association, Inc., a non-profit corporation, in his/her capacity as an Authorized Board of Director of the non-profit corporation.

[SEAL]



M. Kollinger
Notary Public, The State of Texas
My Commission Expires:
3 1 19 20 26

Attachment G

Community Wide Standard Policy

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

**Adoption of Definition and Enforcement for
Community-Wide Standard**

WHEREAS, the Board of Directors (the "Board") of Lovers Landing Homeowners' Association, Inc. (the "Association") wishes to adopt a policy to aid in the definition and allowed enforcement measures associated with the Associations "Community-Wide Standards" by which the Board may make decisions and take actions on certain violations, particularly, community standards that may or may not be in writing; and

WHEREAS, the Board wishes to adopt these guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Board of Directors without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

COMMUNITY WIDE STANDARDS: DEFINITION AND ENFORCEMENT

These are the standards of maintenance that generally prevail throughout the community of Lovers Landing which may or may not be in writing. The initial standards other than those written into the Association's Governing Documents are established by the Declarant and may or may not be in writing. The standards will evolve and may change as the development progresses. Each Owner shall maintain his or her property and all landscaping and improvements in a manner consistent with the Governing Documents and all Rules and Regulations. Responsibility for maintenance shall include, but is not limited to, maintenance and upkeep, repair and/or replacement as necessary to maintain the property in good repair and architecturally always pleasing.

The Community Wide Standards are enforced by the following procedures:

"Community-Wide Standard" shall mean the standard of conduct, maintenance and appearance of residences and lots, common areas and elements, including landscaping, generally prevailing throughout the Property, or the minimum standards established pursuant to the Design Guidelines, Rules, Regulations and Board resolutions, whichever is the highest standard as well as the Community-Wide Standard established by the Declarant. ***Declarant initially shall establish such standards which may be amended by Declarant during the Development Period and the Board, Architectural Review Committee as well as any assigned Managing Agent shall be the authorized parties delegated by the Declarant to carry out the standards adopted.***

The Association, through its Board, shall ensure that the Community-Wide Standard established by the Declarant or through any Rule or Regulation, whether in writing or not, shall continue after the termination or expiration of the Development Period.

The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, color selections, placement allowances for varying items such as, but not limited to, yard art, trash/recycle containers, vehicle storage and parking, and other subjective elements subject to the Declarant's and thereafter, the Board's discretion. The Declarant and the Board shall have the right to determine objective elements on a case-by-case basis whenever they deem it to be in the best interest of the community and its residents.

The Community-Wide Standard may or may not be in writing and will likely evolve as development progresses and as the Property changes. The Community-Wide Standard shall not fall below the level established for the Property as of the date the Development Period expires. The Community-wide standard is enforceable, whether in writing or not, the same as any other restriction, rule, or regulation within the Governing Documents, or which is adopted or otherwise amended at any time and from time to time. Any violation of a Community-Wide Standard shall be enforced the same as a violation based on any written rule or restriction and shall carry the same enforcement rights and measures as any other violation.

Other facts to consider. The below does not constitute all rules or requirements :

- Owners / occupants will be noticed of a violation and the Owner / occupant shall have a set number of days in which the violation should be cured. Be advised that certain violations may have different notice requirements and carry greater fines than other violations based on the nature, severity, or reoccurring nature of the violation. For example, non-curable or incurable violations or actions and/or violations by an Owner or any occupant that threatens the health, safety, and/or welfare of any resident, property, person, place, or thing.
- The Association is within its rights to accept written statements or affidavits from Owners or any resident or occupant who eye witnesses a violation occurring without photo proof required. Additionally, the Association may accept video feeds from ring doorbells, security cameras, or other types of video or media sources.
- If the problem is not corrected within the set number of days indicated in the notice, the Association shall have the right to move to Self-Help actions and may hire a contractor or designate any vendor or person capable of abating the violation, and the Owner will be billed for all cost associated with the abatement. Additionally, fines up to the maximum allowed per violation occurrence may be levied depending upon the severity or reoccurring nature of the violation.
- Any violations not corrected by an Owner, or any occupant may face additional daily or weekly fines and/or Self-Help actions. At the Board's sole discretion, suit for non-compliance with the Governing Documents and rules of the Association may also be filed.

- An Owner may request an extension from time to time and the Board or its assigned delegates may authorize one (1) extension which shall not exceed thirty (30) days without the express written consent of the Board. Notwithstanding, an exclusion to this rule shall be the replacement of trees or other landscape which must be planted during optimal growing seasons.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the Community-Wide Standard Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association has executed this Notice.

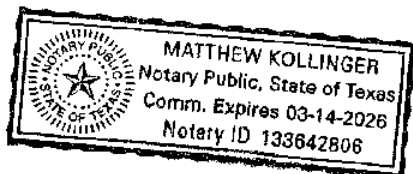
Lovers Landing Homeowners' Association, Inc., a
Texas non-profit corporation

Mehrdad Moayedi
Authorized Board of Director
Title: *Director*

THE STATE OF TEXAS §
 §
COUNTY OF *Dallas* §

This instrument was acknowledged before me on the *18* day of *August*, 2023, by *Mehrdad Moayedi*, the *Director* of the Lovers Landing Homeowners' Association, Inc., a non-profit corporation, in his/her capacity as an Authorized Board of Director of the non-profit corporation.

[SEAL]



MK
Notary Public, The State of Texas
My Commission Expires:
3 / 14 / 2026

Attachment H

Drones and Unmanned Aircraft Policy

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

Drones and Unmanned Aircraft

WHEREAS, the Board of Directors (the "Board") of Lovers Landing Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Drones and Unmanned Aircraft Policy; and

WHEREAS, the Board wishes to adopt these reasonable guidelines regarding restrictions for Drone and Unmanned Aircraft; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Board of Directors by Resolution without consent or joinder of the Members, notwithstanding, notice to Owners regarding the adoption, amendment, or rescinding of any policy is required; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Drones and Unmanned Aircraft are established by the Board:

1. Drone and Unmanned Aircraft Use is subject to Government Code Title 4, Subtitle B, and Chapter 423 of the Texas Statute.
2. Any Owner operating or using a drone or unmanned aircraft within the Property and related airspace must register such drone or unmanned aircraft with the Federal Aviation Administration ("FAA"), to the extent required under applicable FAA rules and regulations, and mark such done or unmanned aircraft prominently with the serial number or registration number on the drone or unmanned aircraft for identification purposes. Any use of a drone or unmanned aircraft contrary to the lawful uses as set forth in Chapter 423 of the Government Code is subject to violation, monetary fine, and shall be reported to local law enforcement or governmental agencies governing the illegal use of drones or unmanned aircraft.
3. BY ACCEPTANCE OF TITLE TO ANY PORTION OF THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT USE OF A DRONE OR UNMANNED AIRCRAFT TO TAKE IMAGES OF PRIVATE PROPERTY OR PERSONS WITHOUT CONSENT MAY BE A VIOLATION OF TEXAS LAW AND CLASS C MISDEMEANOR SUBJECT TO LEGAL ACTION AND FINES UP TO \$10,000. IT IS YOUR RESPONSIBILITY TO KNOW AND COMPLY WITH ALL LAWS APPLICABLE TO YOUR DRONE AND/OR UNMANNED AIRCRAFT USE. "Image" means any capturing of sound waves, thermal, infrared, ultraviolet, visible light, or other electromagnetic waves, odor, or other conditions on or about real property in the state of Texas or an individual located on the Property.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the Drones and Unmanned Aircraft Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association has executed this Notice.

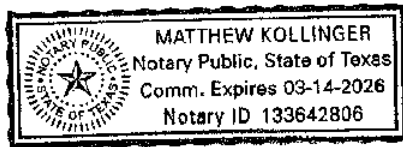
Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation

Mehrdad Moayedi
Authorized Board of Director
Title: Director

THE STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 18 day of August, 2023, by Mehrdad Moayedi, the Director of the Lovers Landing Homeowners' Association, Inc., a non-profit corporation, in his/her capacity as an Authorized Board of Director of the non-profit corporation.

[SEAL]



M. Kollinger
Notary Public, The State of Texas
My Commission Expires:
3 / 14 / 2026

Attachment I

Security Measure Policy

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

Security Measures Policy

WHEREAS, the Board of Directors (the "Board") of Lovers Landing Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Security Measures Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 202.023 of the Texas Property Code ("Section 202.023") regarding Owner rights to building or installing certain security measures on such Owner's Lot ("Security Measures"); and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Board of Directors without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Security Measures are established by the Board:

An Owner may build or install on such Owner's Lot, after receiving prior written consent of the Architectural Review Committee, certain camera, video, or fencing for Security Measures **provided that such Security Measures:**

1. Do not require placement or installation of a security camera by an Owner on any property other than the Lot owned by such Owner. Cameras and video equipment may not be installed to capture film or video of a neighboring Lot or into a neighboring window of a residence; and
2. Any security fencing installed by an Owner on its Lot **must obtain** prior written consent from the Architectural Control Committee prior to installation and must comply with the Design Guidelines and/or Rules and Restrictions then adopted by the Architectural Reviewer or Architectural Control Committee of the Association and otherwise comply with the requirements and restrictions set forth in the Declaration.
3. The front yard area with respect to a residential Lot shall mean the area between the front façade of the residence on such Lot and the public street or right-of-way in front of such Lot. **No Owner shall ever fence in or over a sidewalk, walking path, pedestrian, or other right-of-way. Violation of this rule will result in the Owner being reported to local code enforcement, a written notice of violation issued and the highest monetary fine the Association is able to levy shall result for a breach of this rule.**

4. Any security fencing installed on an Owner's Lot as a security measure under Section 202.023 of the Texas Property Code as amended shall abide as follows:
 - I. Shall be no higher than six (6) feet; and
 - II. To the extent that located within the front yard area of an Owner's Lot, must be open and constructed of ornamental metal or wrought iron materials that allow the front façade of the residence to remain visible from the street through such fencing and be of a design approved by the Architectural Review Committee (the "ARC"). Fencing may not include screening of any kind, including live screening. A violation of this rule shall result in the maximum monetary fine(s) allowed and a request for removal of the screening and/or fence; and
 - III. **No chain link, razor wire, electrified or barbed wire or other fencing not approved in writing by the ARC shall be allowed**; and
 - IV. Such fencing shall otherwise follow all governmental requirements, including permit requirements. The ARC has the right to require Owner to provide a copy of the City's permit prior to reviewing and/or rendering a decision and

The Board of Directors shall have the authority to amend this Policy without consent or joinder of the Members to meet requirements of the Texas Property Code or any State Legislative Measures set forth. No rescission of this Policy shall be allowed so long as provisions for security cameras and fencing remains actively enforceable through the Texas Property Code and/or by State Legislative Policy.

The Board may amend this policy to supplement and add new language or to amend existing language as necessary to ensure compliance with all local and state ordinances, laws, and rules or to clarify any ambiguity, should such occur regarding what is allowed or will be disallowed. *In the event of a conflict or should any ambiguity as to the meaning and intent of any portion of this Policy occur, be it known to all Members that any portion of this Policy coming into question as to meaning or intent, **SHALL BE DECIDED IN FAVOR OF THE ASSOCIATION, ITS BOARD OF DIRECTORS, AND THE ARC.***

[Signature Page to Follow]

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the Security Measures Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

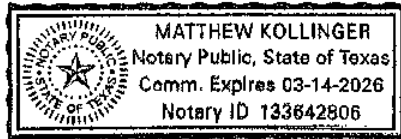
Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation

Mehrad Mazyedi
Authorized Board of Director
Title: Director

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 18 day of August, 2023, by Mehrad Mazyedi, the Director of the Lovers Landing Homeowners' Association, Inc., a non-profit corporation, in his/her capacity as an Authorized Board of Director of the non-profit corporation.

[SEAL]



M. Kollinger
Notary Public, The State of Texas
My Commission Expires:
3 / 14 / 20 26

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

Lightning Rods Use

WHEREAS, the Board of Directors (the "Board") of Lovers Landing Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish use of Lightning Rods; and

WHEREAS, the Board wishes to adopt these reasonable guidelines regarding restrictions for Lightning Rod use; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Board of Directors without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Lightning Rod use is established by the Board:

An Owner may not construct a lightning rod and related systems ("Lightning Rod") on a residence except in compliance with the following:

- (a) the Lightning Rod must meet standards of the National Fire Protection Association ("NFPA") equal to or greater than NFPA's lightning Protection Standard NFPA 780, Underwriters Laboratories ("UL") UL 96A, and Lightning Protection Institute ("LPI") LPI-175.
- (b) any Lightning Rod must be installed by a contractor licensed in the State in which the residence is located, and
- (c) any part of the Lightning Rod that becomes non-functional must be immediately repaired, replaced, or removed from the residence by the Owner at such Owner's costs and expense.

Each Owner acknowledges and agrees that an Owner is solely liable and responsible for the safety, upkeep, and use of the Lightning Rods. Furthermore, each Owner acknowledges that the installation of a Lightning Rod on a residence may void or adversely warranties on such Owner's residence, including without limitation, any roof warranties. EACH OWNER BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF THE INSTALLATION, OPERATION, LOCATION, REPAIR, MAINTENANCE, AND/OR REMOVAL OF ANY LIGHTNING ROD OR RELATED SYSTEMS ON AN OWNER'S RESIDENCE.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the Lightning Rods Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association has executed this Notice.

Lovers Landing Homeowners' Association, Inc.,
a Texas non-profit corporation

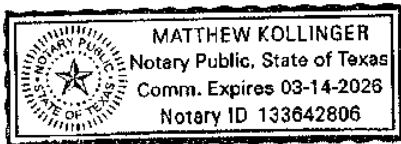
Mehrad Moayedi
Authorized Board of Director

Title: Director

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18 day of August, 2023, by Mehrad Moayedi, the Director of the Lovers Landing Homeowners' Association, Inc., a non-profit corporation, in his/her capacity as an Authorized Board of Director of the non-profit corporation.

[SEAL]



M. Kollinger
Notary Public, The State of Texas

My Commission Expires:

3 / 14 / 2026

Attachment J

Lightning Rod Use Policy

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

Lightning Rods Use

WHEREAS, the Board of Directors (the "Board") of Lovers Landing Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish use of Lightning Rods; and

WHEREAS, the Board wishes to adopt these reasonable guidelines regarding restrictions for Lightning Rod use; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Board of Directors without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Lightning Rod use is established by the Board:

An Owner may not construct a lightning rod and related systems ("Lightning Rod") on a residence except in compliance with the following:

- (a) the Lightning Rod must meet standards of the National Fire Protection Association ("NFPA") equal to or greater than NFPA's lightning Protection Standard NFPA 780, Underwriters Laboratories ("UL") UL 96A, and Lightning Protection Institute ("LPI") LPI-175.
- (b) any Lightning Rod must be installed by a contractor licensed in the State in which the residence is located, and
- (c) any part of the Lightning Rod that becomes non-functional must be immediately repaired, replaced, or removed from the residence by the Owner at such Owner's costs and expense.

Each Owner acknowledges and agrees that an Owner is solely liable and responsible for the safety, upkeep, and use of the Lightning Rods. Furthermore, each Owner acknowledges that the installation of a Lightning Rod on a residence may void or adversely warranties on such Owner's residence, including without limitation, any roof warranties. EACH OWNER BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF THE INSTALLATION, OPERATION, LOCATION, REPAIR, MAINTENANCE, AND/OR REMOVAL OF ANY LIGHTNING ROD OR RELATED SYSTEMS ON AN OWNER'S RESIDENCE.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the Lightning Rods Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association has executed this Notice.

Lovers Landing Homeowners' Association, Inc.,
a Texas non-profit corporation

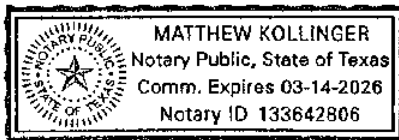
Mehrdad Moayehi
Authorized Board of Director

Title: Director

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 15 day of August, 2023, by Mehrdad Moayehi, the Director of the Lovers Landing Homeowners' Association, Inc., a non-profit corporation, in his/her capacity as an Authorized Board of Director of the non-profit corporation.

[SEAL]



M. Kollinger
Notary Public, The State of Texas

My Commission Expires:
3 / 14 / 2026

Attachment K
Pandemic Policy

LOVERS LANDING HOMEOWNERS' ASSOCIATION, INC.

Pandemic Policy

WHEREAS, the Board of Directors (the "Board") of Lovers Landing Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Pandemic Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 148.003 of the Texas Civil Practice and Remedies Code of the Texas Property Code ("Section 148.003") regarding liability of the Association under Section 148.003 ("Pandemic Liability"); and

WHEREAS, the Board intends to file these guidelines in conjunction with the Bylaws of the Association in the real property records of each county in which the subdivision is located, in compliance with Section 209.006 of the Texas Property Code. All Policies of the Association may be adopted, amended, and rescinded at any time as a stand-alone policy so long as said policy is then recorded as Dedicatory Instrument; and

NOW, THEREFORE, IT IS RESOLVED that the following policy is established by the Board:

In no event shall the Association or any board member, committee member or officer thereof be liable under Section 148.003 for any Pandemic Liability. With respect to the use of Common Areas and/or or any Areas of Common Responsibility owned or maintained by the Association, each Owner for themselves, members of their household, and his or her guests or invitees hereby waives and releases the Association for, from and against any liability for injury or death caused by or in connection with exposure of any individual to a pandemic disease during a pandemic emergency. Furthermore, each Resident and Owner for themselves, members of their household, and his or her guests or invitees acknowledges and agrees by recordation hereof as follows:

1. The Association has provided sufficient warning to each individual Resident and Owner, members of their household, and his or her guests or invitees that exposure of an individual to a disease during a pandemic emergency is likely.
2. The Association has no control over conditions related to a pandemic emergency, has no basis of knowledge as to whether any individual would be more likely than not to come into contact with the pandemic disease under any circumstances, and has no obligation, opportunity, or ability to remediate conditions or warn any individual of a condition before the individual comes into contact with a condition related to pandemic disease.
3. The Association has no liability or responsibility to comply with any government-promulgated standards, guidance or protocols intended to lower the likelihood of exposure to the disease during a pandemic emergency, and each Resident, Owner, members of their households, and their respective guests or invitees have a reasonable opportunity and ability to implement or comply with any and all government-promulgated

standards, guidance or protocols intended to lower the likelihood of exposure to the disease during a pandemic emergency with respect to such Resident's, Owner's, household member's, guest's or invitee's use of any Common Areas and/or Areas of Common Responsibility. The Association may be entitled to implement certain emergency protocols as to the operations of the Association as may be provided under the Texas Business Organizations Code.

4. All Common Areas and Areas of Common Responsibility owned or maintained by the Association are entered into and/or used by a Resident, an Owner, members of their households, and their respective guests or invitees at their own risk. The Association disclaims any and all liability or responsibility for injury or death related to the pandemic disease or otherwise occurring from entry or use of the Common Areas and/or Areas of Common Responsibility.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the Pandemic Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association has executed this Notice.

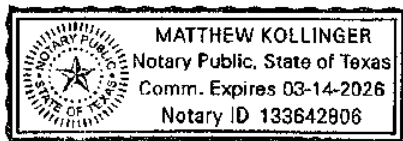
Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation

[Signature]
Authorized Board of Director
Title: Director

THE STATE OF TEXAS §
 §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 13 day of August, 2023, by Nehdad Mpayedi, the Director of the Lovers Landing Homeowners' Association, Inc., a non-profit corporation, in his/her capacity as an Authorized Board of Director of the non-profit corporation.

[SEAL]



[Signature]
Notary Public, The State of Texas
My Commission Expires:
3/14/2026

standards, guidance or protocols intended to lower the likelihood of exposure to the disease during a pandemic emergency with respect to such Resident's, Owner's, household member's, guest's or invitee's use of any Common Areas and/or Areas of Common Responsibility. The Association may be entitled to implement certain emergency protocols as to the operations of the Association as may be provided under the Texas Business Organizations Code.

4. All Common Areas and Areas of Common Responsibility owned or maintained by the Association are entered into and/or used by a Resident, an Owner, members of their households, and their respective guests or invitees at their own risk. The Association disclaims any and all liability or responsibility for injury or death related to the pandemic disease or otherwise occurring from entry or use of the Common Areas and/or Areas of Common Responsibility.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the date of recording and that this Policy supersedes in all respects any prior policy and resolution with respect to the Pandemic Policy filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Kaufman County Clerk and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association has executed this Notice.

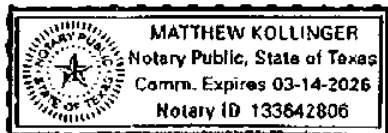
Lovers Landing Homeowners' Association, Inc., a Texas non-profit corporation

[Signature]
Authorized Board of Director
Title: Director

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 18 day of August, 2023, by Rehobek Mays, the Director of the Lovers Landing Homeowners' Association, Inc., a non-profit corporation, in his/her capacity as an Authorized Board of Director of the non-profit corporation.

[SEAL]



[Signature]
Notary Public, The State of Texas
My Commission Expires:
3/14/2026