

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

Trinity Title/Southlake CC 134660 DFW

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE CANOPY**

**THE STATE OF TEXAS
COUNTY OF TARRANT**

THIS DECLARATION (herein so called) is made this 23 day of DECEMBER, 2021 (the "Effective Date"), by WTD The Canopy, LLC (the "Declarant").

WITNESSETH:

WHEREAS, Declarant desires to create on the real property, which is referred to in Article II hereof and described on Exhibit "A" attached hereto and made a part hereof for all purposes, a residential community including, but not limited to, residential lots, landscaping, sprinkler system, streets, common lighting, fencing, drives, screening walls, and other common improvements for the benefit of the community; and

WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said landscaping, sprinkler systems, streets, common lighting, fencing, drives, screening walls, and any and all other common improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof,

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied only as expressly subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (Unless the context shall otherwise prohibit) shall have the following meanings:

(a) **"Architectural Control Committee"** or **"Committee"** shall mean and refer to the architectural control committee described in Article IV hereof.

(b) **"Lot"** shall mean and refer to any plot or tract of land shown upon any recorded Properties map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling.

(c) **"Owner"** shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is a part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.

(d) **"Properties"** shall mean and refer to the Properties subject to this Declaration as described on Exhibit "A" attached hereto.

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(d) **"Properties"** shall mean and refer to the Properties subject to this Declaration as described on Exhibit "A" attached hereto.

(e) **"Declarant"** shall mean the entity named as "Declarant" on the first page of this Declaration and that entity's successors and assigns.

(f) **"Association"** shall mean The Canopy Homeowners Association, Inc., a Texas non-profit corporation.

(g) **"Board"** shall mean the board of directors of the Association.

(h) **"Protected Open Space"** shall mean the drainage, access and open space easement areas within the development, including the 19' entry drive and easement area within the 30' off-site access easement from Shady Lane established for the development.

(i) **"Common Areas"** shall mean the Protected Open Space and portions of the Land either noted on the Plat or otherwise designated by Declarant as intended for the common use and enjoyment of the Owners, together with all improvements now or subsequently located on those portions of the Land, and areas for which the Association is responsible to maintain.

(j) **"Common Maintenance"** shall mean the maintenance of Common Areas, including but not limited to entry drive, walls, fencing, signage, water installations, electricity installations, and all landscaping and improvements located on the Common Areas.

(k) **"Home", "Dwelling" or "Residence"** shall mean a single-family residential dwelling unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.

(l) **"Lien Holder" or "Mortgagee"** shall mean the holder of a first mortgage lien on any Home or Lot.

(m) **"Member"** shall mean each Owner, in the Owner's capacity as a member of the Association.

(n) **"Town" or "City"** shall mean the City of Southlake, Texas.

(o) **"Bylaws"** shall mean the Bylaws of The Canopy Homeowners' Association, as amended from time to time.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.01 Existing Properties. The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in Southlake, Tarrant County, Texas, and are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

2.02 Common Area. The designation of real property as a Common Area is determined by the plat and this Declaration, and not by the ownership of the property. This Declaration contemplates that the Association will eventually hold title to every common area capable of independent ownership by the Association. Declarant may install, construct, or authorize certain improvements on Common areas in connection with the initial development and the cost thereof is not a common expense of the Association. Thereafter, all costs attributable to Common Areas, including maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the Association, regardless of the nature of title to the common areas, unless this Declaration elsewhere provides for a different allocation for a specific common area.

2.03 Acceptance. By accepting an interest in or title to a lot, each owner is deemed (1) to accept the Common Area, and any improvement thereon, in its then-existing "as is" condition; (2) to acknowledge

the authority of the Association, acting through its Board of Directors, for all decisions pertaining to the Common Area; (3) to acknowledge that transfer of a Common Area's title to the Association by or through the Declarant is a ministerial task that does not require acceptance by the Association; and (4) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the Association's Board of Directors or management.

2.04 Association Responsibility. The Association shall maintain and keep in good repair all improvements located on the Common Area property, including but not limited to, any paved or concrete walkways, irrigation, landscaping as well as any other improvement later made on any part of the Common Areas. The Association shall have the right but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. Except as otherwise provided herein, all costs associated with maintenance, repair and replacement of the Common Area, shall be a common expense to be allocated among the homes as part of the annual assessments. Failure of the Association to maintain all or a portion of the Protected Open Space in reasonable order and condition, the City of Southlake may, but is not required to, assume responsibility for its maintenance and take corrective action, including the provision of extended maintenance. The costs of such maintenance may be charged to the Association or individual property owners that make up the Association, and may include administrative costs and penalties which shall become a lien on all property in the development.

ARTICLE III USE OF PROPERTIES AND LOTS; PROTECTIVE COVENANTS

3.01 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use, commercial or professional use. All requirements include in the City of Southlake's Zoning ordinance will be complied with.

3.02 Minimum Lot Area. No Lot shall be subdivided; provided, however, that Declarant shall have, and hereby reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Owners to file a re-plat of the Plat to effect a re-subdivision or reconfiguration of any Lots then owned by Declarant, so long as such re-plat results in each re-subdivided Lot containing not less than the minimum lot size prescribed by the zoning ordinances of the City of Southlake, Texas. Owners shall not unreasonably withhold or delay their joinder in or consent to the re-plat or amendments to the Plat. The privilege to re-plat Lots owned by Declarant reserved herein shall be exercisable only by the Declarant.

3.03 Minimum Floor Space. All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling. Each dwelling constructed shall contain a minimum of four thousand (4,000) square feet of heat and air-conditioned floor space.

3.04 Combining Lots. Any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefore being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulation of any governmental authority having jurisdiction over the Properties and the Owner seeking such consolidation shall be solely responsible for any and all costs and expenses of such consolidation, including, but not limited to the costs of re-platting, governmental fees, and fees for professional services whether incurred by such Owner, Declarant or the Committee. In the event of any

such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

3.05 Setback Requirements and Building Location. All front, side and rear setbacks must be approved by, and must meet the requirements of the City of Southlake, the PUD Ordinance and the requirements of the Plat. The location of the main residence of each Lot and the facing of the main elevation with respect to the street shall be subject to the written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the property lines indicated by the minimum building setback line on the Plat.

3.06 Height. No building or structure on any Lot, shall contain more than two (2) stories or exceed, in height, the maximum height allowed by the City of Southlake such height to be measured and determined in accordance with the method approved by the City of Southlake.

3.07 Driveways. Each Lot must be accessible to the adjoining street by a driveway suitable for such purposes and approved in writing as to design, materials and location by the Architectural Control Committee before the residential structure located on such Lot may be occupied or used.

3.08 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

3.09 Drainage. Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage water. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, private drainage systems, drainage easements, or Common Areas, and in conformity with the lot grading plan and the general drainage plans for the subdivision.

3.10 Mailboxes and Address Plaques. In accordance with US Postal regulations, each individual Lot shall have a mailbox. Address plaques shall be attached to each residence prior to occupancy. All address plaques permanently fixed to a residence shall be made of pre-cast stone or metal pin numerals. All mailboxes must be approved by the Architectural Control Committee.

3.11 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be required during building construction on each individual construction site. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee shall require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Properties or from any other Lot.

3.12 Construction Requirements

- (a) The exterior surface of all residential dwellings shall be constructed of glass, fiber cement siding, stone, stone veneer, brick, brick veneer or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of

each residence located within the Properties will have not less than eighty percent (80%) masonry coverage. To encourage the use of new products, this caveat will be reviewed on a regular basis by the Architectural Control Committee.

- (b) The Architectural Control Committee will only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision. Thirty (30) year warranty is the minimum standard of quality for roofing material to be used in the Properties. The roof pitch of any structure shall be 12" x 12" minimum. Any deviation of roof pitch must be approved in writing by the Architectural Control Committee. Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee.
- (c) No above ground-level swimming pools shall be installed on any Lot.
- (d) All exterior construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all shall be covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed no later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.
- (e) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.

3.13 Restriction on Residential Dwelling Builders. Only those builders who have been approved or may be approved by the Architectural Control Committee shall have the right to construct a residential dwelling on the Properties. Owners shall not have the right to choose a builder, for purposes of constructing a residential dwelling on Owner's lot, other than those builders who have been approved or may be approved by the Architectural Control Committee.

3.14 Garages and Servants Quarters. Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garage doors shall be closed at all times when not in use. Detached garages, carports, servant's quarters, and storage rooms must be approved in writing by the Architectural Control Committee. Garage doors are to be decorative garage doors. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. All garages shall have the prior written consent of the Architectural Control Committee. Porte-cocheres must be approved in writing by the Architectural Control Committee.

3.15 Landscaping. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee. Weather permitting, each Lot shall be fully landscaped within sixty (60) days after the occupancy of the residence constructed thereon. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition.

3.16 Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. Fences adjoining to or located on perimeter property lines, for example, adjacent to streets, parks, open space, shall not be privacy fencing. The Architectural Control Committee requires the

fencing that faces the street, park or any common or open space be the ACC approved wrought iron. Privacy fencing will only be allowed between individual lots.

3.17 Trash Receptacles and Collection. Each Lot Owner shall make or cause to be made appropriate arrangements with the City of Southlake, Texas, for collection and removal of garbage and trash on a regular basis and be consistent with the regulations or requirements promulgated by the City of Southlake, Texas, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal or plastic, with tightly-fitting lids, or other containers approved by the City of Southlake, Texas, and which shall be maintained in a clean and sanitary condition. An owner may place trash on the street curb abutting his Lot only on those days designated by the City as trash collection days. No cans, bags, containers or receptacles for the storing of or disposal of trash, garbage, refuse rubble, or debris may be stored, kept, placed or maintained on any Lot where visible from any street except solely on the day designated for removal of garbage and must be removed from view before the following day. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

3.18 Exterior Lighting. No exterior lighting, including landscape lighting, shall be installed or maintained on any Lot without prior written approval of the Architectural Control Committee. Further, and notwithstanding such prior written approval, upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

3.19 Window Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Properties.

3.20 Antennas Restrictions. No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas may be maintained on any portion of any Lot, or in the Common Areas, except direct broadcast satellite (DBS) antennae less than one meter (39.37") in diameter, multichannel multipoint distribution system (MMDS) antennae less than one meter (39.37") in diameter, or television broadcast antennae, which Owners must screen from view as much as possible without impairing the installation, maintenance or use. All matters set forth in the provision require the advance written approval of the Architectural Control Committee.

3.21 Solar Panels. An Owner must obtain written approval from the Architectural Control Committee prior to the installation of a solar energy device. The Architectural Control Committee retains the right to withhold its approval of a solar device that meets or exceeds the guidelines of this Section if the Architectural Control Committee, in its reasonable discretion, determines in writing that the installation of the device substantially interferes with the use and enjoyment of the Subdivision by causing an unreasonable discomfort or annoyance to persons of ordinary sensibilities.

All approved devices must be located either:

- (a) On a rear facing portion of the roof of the Owner's Residence, or on the rear facing portion of another approved Structure. An alternate portion of the roof may be used only if the Owner supplies documentation stating that the alternate location will increase the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located on the rear facing portion. All devices located under this subsection must: [i] conform to the slope of the roof to which it is attached; [ii] have a top edge

- that is parallel to the roofline; [iii] not extend higher than or beyond the roofline to which it is attached; and [iv] have a frame, a support bracket, or visible piping/wiring that is in a silver, bronze, or black tone commonly available in the marketplace; or
- (b) In a fenced yard or patio owned and maintained by the Owner. Devices located on a Lot may not extend higher than the fence. If the fence is not a solid fence which blocks view of the device, the Architectural Control Committee may require the device be placed in a location behind a Structure or otherwise require visual screening, done at the Owner's expense.

3.22 Temporary Structures. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location, except for a sale, pre-sale or construction trailer; provided, however, that ancillary storage buildings may be allowed at the sole discretion and approval of the Architectural Control Committee. In no event will ancillary storage buildings be allowed without the prior written consent of the Architectural Control Committee.

Declarant reserves the exclusive right to erect, place and maintain, such facilities in and upon the property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Properties. Such facilities may include, but are not necessarily limited to, a temporary sales or construction office or model home during the period of and in connection with the construction and sales operations on the Properties, but in no event shall the Declarant have such right for a period in excess of that permitted by the City of Southlake, Texas.

3.23 Vehicles. Any truck, bus, boat, boat trailer, trailer, mobile home, camp mobile, camper or any vehicle other than a conventional automobile shall, if brought within the Properties, must be stored, placed, or parked within the garage of the appropriate Owner, or be screened from view by privacy fencing as described in item 3.16, and not to exceed a height of 8 feet.

3.24 Parking. On-street parking is restricted to approved deliveries, pick-up or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors. Parking in driveways behind the front building setback line is permitted.

3.25 Signs. No signs shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, with the exception of: declarant may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Southlake, Texas, as such standards may be applicable to the Properties.

3.26 Flags. An Owner may display the following: (a) the flag of the United States; (b) the flag of the State of Texas; and (c) the official flag of any branch of the United States Armed Forces (collectively, the "Permitted Flags"). Permitted flags must be displayed in a respectful manner in accordance with the current relevant federal, state, or military code, and must conform to the applicable zoning ordinances, easements, and setbacks of record. No flag displayed may exceed 3' X 5' in size. Permitted Flags must be displayed from a pole attached to a Structure or to a free-standing pole; Permitted Flags may not be draped over or directly attached to Structures. All flagpoles, whether attached to a dwelling or free-standing, must be constructed of permanent, long-lasting materials with a finish appropriate and harmonious with the design of the Residence. The installation and location of a flagpole must be approved by the Architectural Control Committee prior its erection. Free-standing flagpoles are limited to one (1) per lot, may only be erected in front yards containing at least a fifteen-foot (15') setback, and may not exceed twenty feet (20') in height. No flagpole may be installed on a Lot within a ground utility

easement or encroaching into an aerial easement, and cannot be closer to a Residence on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent Residence). Flagpoles attached to a Structure may be up to six (6) feet long and must be securely attached with a bracket with an angle of thirty (30) to forty (40) degrees down from vertical. One attached flagpole is allowed on any portion of a Structure facing a street and one attached flagpole is allowed on the rear portion of a Structure. Brackets which accommodate multiple flagpoles are not permitted.

3.27 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. Any dirt removed from a Lot shall be deposited in a location outside the subdivision. Minimum finished floor elevations established on the Plat and overall development grading plans shall be maintained.

3.28 Drilling and Mining Operations. No oil drilling, or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.29 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except dogs, cats or other household pets [not to exceed three (3) adult animals] may be kept, provided that they are not kept, bred or maintained for commercial purposes.

3.30 Swimming. No wading or swimming shall be allowed in any water feature or drainage way situated within the Properties.

3.31 Duty of Maintenance.

- (a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements grounds or drainage easements or other rights-of-way appurtenant thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:
 - (i) Prompt removal of all Litter, trash, refuse and waste;
 - (ii) Lawn mowing on a regular basis;
 - (iii) Tree and shrub pruning;
 - (iv) Watering landscaped areas;
 - (v) Keeping exterior lighting and maintenance facilities in working order;
 - (vi) Keeping lawn and garden areas alive and free of weeds and attractive;
 - (vii) Keeping parking areas, driveways, curbs and roads in good repair;
 - (viii) Complying with all government health and police requirements;
 - (ix) Repair of exterior damages to improvements;

(x) Cleaning of landscaped areas lying between streets and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Areas maintained by applicable governmental authorities; and

(xi) Repainting of improvements.

3.32 Tennis Courts. No tennis courts or batting cages shall be erected, placed or altered on any Lot without the prior approval of the Architectural Control Committee.

3.33 Building Permits. No Owner shall commence construction of any improvements on the Lot owned by such Owner until the plans and specifications for the improvements to be constructed have been approved by the Architectural Control Committee in accordance with this Declaration and the Owner has obtained a building permit from the appropriate governmental authorities allowing the construction of such improvements.

3.34 Common Areas. All Common Areas within the land are hereby restricted as follows: No light fixtures, athletic fields, athletic scoring posts, or any other structures, improvements or amenities shall be installed, constructed or placed upon the Common Areas; save and except for the sprinkler systems and landscaping located upon such Common Areas as of the date hereof.

3.35 Electrical Energy. All structures erected on the Lots that are air-conditioned must use electric energy as the primary input for any central cooling system. Tri-County Electric Cooperative has the sole right and privilege to provide electric service to the development, any subsequent purchasers and its successors and assigns.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

4.01 Architectural Control Committee. Until all the Lots have a fully constructed and complete residential dwelling, the Architectural Control Committee (the "Committee"), shall be composed of two (2) or more individuals selected and appointed by the Declarant. Once every Lot has a fully constructed and complete residential dwelling, the Committee shall be composed of such individuals selected by vote of the Owners, who shall have one (1) vote for each Lot owned. The Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Properties. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, nor their designated representative, shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes or action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken or inaction in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder. At any time the Declarant may delegate and assign to the Owners all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same in the Office of the County Clerk of Tarrant County, Texas.

4.02 Architectural Approval. No building, structure, fence, wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefore have been submitted to and approved in writing by

the Committee as to: (i) location with respect to Lot lines; topography; finished grades elevation; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage arrangement, (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping, (iii) quality of workmanship and materials; adequacy of the site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. The committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces. As long as Declarant holds title to any of the Lots, the Committee shall also approve, in writing, the individual or entity that will construct the single-family residence on any such Lot.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted, then Committee approval shall be presumed.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner (s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one residential dwelling which would overlook the enclosed patio area of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The committee may, from time to time, publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Such bulletins shall supplement these Covenants and Restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these Covenants and Restrictions.

It is the intent of Declarant that these Covenants and Restrictions and any bulletins issued by the Committee promote harmonious design throughout the Properties. However, approval of the plans and specifications by the Committee and compliance with the bulletins issued by the Committee does not ensure compliance with the building code and other restrictions imposed by the applicable governmental authorities nor does it insure backyard privacy.

4.03 Nonconforming and Unapproved Improvements. The Declarant may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Declarant may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

4.04 No Liability. Neither Declarant, the Committee, 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 Committee, 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 approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee, nor the Declarant assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications.

4.05 Variances. The Architectural Control Committee may grant a variance from any and all requirements set out in this Declaration or in any Design Guidelines if good cause is shown for the variance and the Architectural Control Committee believes the variance will not materially affect the proper development of the Subdivision.

ARTICLE V EASEMENTS

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

(a) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities or any portion thereof lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within or upon which said connections, line or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.

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

5.02 Reservation of Easements. Easements over the Lots and Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Declarant together with the right to grant and transfer same.

5.03 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric, storm sewer, sanitary sewer, water natural gas and telephone service shall be available to all Lots in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the Underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the

Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used as alleyways.

5.04 Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Properties, including but not limited to private drives, in the performance of their duties.

5.05 Universal Easement. The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, fencing, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of the Declarant and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

ARTICLE VI GENERAL PROVISIONS

6.01 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declarant, and shall inure to the benefit of and be enforceable by the Declarant and/or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the Office of the County Clerk of Tarrant County, Texas, after which time these Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of eighty percent (80%) of the Lots in the subdivision has been recorded in the Office of the County Clerk of Tarrant County, Texas, agreeing to abolish or terminate these Covenants and Restrictions, provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

6.02 Amendments. This Declaration may be amended, modified and/or changed as follows:

(a) during the time Declarant holds title to 50% or more of the Lots, the Declarant may amend or change this Declaration in any manner deemed necessary or appropriate by the Declarant;

(b) during the time Declarant holds title to less than 50% of the Lots, the Declarant may amend or change this Declaration with the consent of at least 50% of Owners other than Declarant then owning Lots;

(c) in all other situations, this Declaration may be amended or changed upon the express written consent of at least seventy percent (70%) of the Owners of the Lots.

Any and all amendments to this Declaration shall be recorded in the Office of the County Clerk of Tarrant County, Texas. The Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

6.03 Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages or to enforce any lien created by these Covenants and Restrictions; and failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.04 Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision of this Declaration or the remainder of these Covenants

and Restriction which shall remain in full force and effect.

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

6.06 Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person at the time of such mailing.

6.07 Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the subdivision and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

6.08 Conflict with Bylaws. Except as otherwise provided in this Declaration, if any provision contained in this Declaration conflicts with, or is inconsistent with, any provision in any of the Bylaws, the provision contained in this Declaration shall govern and control.

ARTICLE VII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

7.01 General. Subject to Section 7.02 of this Declaration, the membership and voting rights of the Owners are stated in the Bylaws.

7.02 Declarant's Written Consent. Notwithstanding the voting rights within the Association, until the tenth (10th) anniversary of the Effective Date, the Association shall take no action regarding any matter whatsoever without the prior written consent of the Declarant.

ARTICLE VIII COVENANTS AND ASSESSMENTS

8.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges (as specified in Section 8.04 hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 8.05 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) individual special assessments levied against one or more Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of such Owner or Owners, his tenants (if applicable) and their respective family, agents, guests and invitees, and not caused by ordinary wear and tear (as specified in Section 8.05 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 8.01 (hereinafter, the "Assessment" of the Assessments", together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the assessment becomes due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common

Areas or abandonment of his Lot. Existing obligations of an Owner to pay assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or in action at law subsequent to the date the Assessment was due; provided; however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

8.02 Purpose of Assessments. The Assessments levied by the Association shall be used for (i) the purpose of promoting the recreation, comfort, health, safety and welfare of the Members and/or the residents of the Properties; (ii) maintaining the Common Areas; (iii) enhancing the quality of life in the Properties and the value of the Properties; (iv) improving and maintaining the Common Areas, the Properties, services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Areas, including, but not limited to, the payment of taxes on the Common Areas and insurance in connection therewith and the repair, replacement and additions thereto; (v) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas; (vi) carrying out the powers and duties of the board of Directors of the Association as set forth in this Declaration and the Bylaws of the Association; (vii) carrying out the powers and duties relating to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association, (ix) enforcing this Declaration and paying legal fees and other costs associated with enforcement of this Declaration.

8.03 Improvement and Maintenance of the Common Areas Prior to Assessments. Initially, the improvement of the Common Areas shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association. After the initial improvements to the Common Areas are substantially completed and until the date of the Assessments formally commence, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with right of reimbursement once Assessments begin) of maintaining the common Areas, including, but not limited to, the payment of taxes on and insurance in connection with the Common Areas and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas.

8.04 Annual Maintenance Assessments.

(a) The Board of Directors shall determine the amount of the annual maintenance assessments for each year, which assessment may include a reserve fund for working capital and for maintenance, repairs and replacements of the Common Areas.

(b) Subject to the provisions of Section 8.04(c) hereof, the rate of annual maintenance assessments may be increased by the board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.

(c) An increase in the rate of the annual maintenance assessments as authorized by Section 8.04(b) hereof in excess of ten percent of the preceding year's annual maintenance assessments must be approved by the Members in accordance with the Bylaws.

(d) Annual maintenance assessments shall be paid annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual maintenance assessments to be paid by each Member and (iii) establish the date of commencement of the annual maintenance assessments. Written notice of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.

8.05 Special Care Assessments and Special Individual Assessments.

(a) In addition to the annual maintenance assessments authorized in Section 8.04 hereof, the Board of Directors of the Association may levy in any calendar assessment year a special capital assessment for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Properties or Common Areas, including the necessary fixtures and personal property related thereto (ii) maintaining portions of the Common Areas and improvements thereon, or (iii) carrying out other purposes of the Association; provided, however, that any such special capital assessment levied by the Association shall have the approval of the Members in accordance with the Bylaws. Any special capital assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association may only be used for the purposes set forth in this Section 8.05 and shall be deposited by the Board of Directors in a separate bank account to be held in trust for such purpose. These funds shall not be commingled with any other funds of the Association.

(b) The Board of Directors of the Association may levy special individual assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Properties or Common Areas and improvements thereto occasioned by the willful or negligent acts of such owner or Owners and not ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners relative to such Owner's failures to comply with the terms and provisions of this Declaration the Bylaws of the Association or any rules or regulation promulgated hereunder. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 8.05 shall belong to and remain with the Association.

(c) Capital Reserve/Improvement Contribution. Upon sale of record title to a Lot by an owner other than the Declarant or a Builder, a contribution of \$500.00 shall be made by or on behalf of such Owner to the "Capital Reserve/Improvement Fund" (herein so called) of the Association. This amount is not refundable, shall be in addition to, not in lieu of, the Maintenance Assessment levied on the Lot, and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into escrow and disbursed therefrom to the Association or to the Declarant if the Association is not yet established and shall be used for capital improvements made by the Association pursuant to the terms of this Declaration and the Association Documents. Such amount shall be reviewed yearly and may be increased; however, the increase is restricted to 10% over the previous year.

8.06 Date of Commencement of Assessments; Due Dates; No Offsets. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement and, except as hereinafter provided, shall be payable annually, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 8.04 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. All assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

8.07 Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least

thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of all assessments shall be delivered or mailed to every Owner subject thereto. Such notice shall be sent to each owner at the last address provided by each Owner, in writing, to the Association.

(c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

8.08 Non-Payment of Assessment.

(a) Delinquency. Any assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 5.09(a) hereof and the cost of collection thereof, including reasonable attorney's fees, become a continuing lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such assessment or waive or otherwise escape liability for the Assessments by non-use of the Common Areas or abandonment of his Lot. To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Tarrant County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the line, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding, the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment.

(i) the interest provided in this Section,

- (ii) the costs of preparing and filing the complaint in such action,
- (iii) the reasonable attorneys' fees incurred in connection with such action, and
- (iv) any other costs of collection.

Further, in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment in accordance with this Declaration and/or the Bylaws.

(d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties, shall report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

8.09 Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter recorded against any Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

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THE STATE OF TEXAS §
COUNTY OF TARRANT §

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the
23 day of DECEMBER, 2021.

WTD The Canopy, LLC (DECLARANT)

By: Jody Alumbaugh

Name: Jody Alumbaugh

Title: Manager

Acknowledged before me, a Notary Public, this 23rd day of December, 2021, by
Jody Alumbaugh, manager of WTD The Canopy, LLC.

Nikki Cranford

Notary Public, State of Texas



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1, Block 1, THE CANOPY, an addition to the City of Southlake, Tarrant County, Texas, according to the final plat thereof recorded in Clerk's File No. D221372538, Plat Records of Tarrant County, TX

Lot 2, Block 1, THE CANOPY, an addition to the City of Southlake, Tarrant County, Texas, according to the final plat thereof recorded in Clerk's File No. D221372538, Plat Records of Tarrant County, TX

Lot 3, Block 1, THE CANOPY, an addition to the City of Southlake, Tarrant County, Texas, according to the final plat thereof recorded in Clerk's File No. D221372538, Plat Records of Tarrant County, TX

Lot 4, Block 1, THE CANOPY, an addition to the City of Southlake, Tarrant County, Texas, according to the final plat thereof recorded in Clerk's File No. D221372538, Plat Records of Tarrant County, TX

Lot 5, Block 1, THE CANOPY, an addition to the City of Southlake, Tarrant County, Texas, according to the final plat thereof recorded in Clerk's File No. D221372538, Plat Records of Tarrant County, TX

Lot 6, Block 1, THE CANOPY, an addition to the City of Southlake, Tarrant County, Texas, according to the final plat thereof recorded in Clerk's File No. D221372538, Plat Records of Tarrant County, TX

Lot 7, Block 1, THE CANOPY, an addition to the City of Southlake, Tarrant County, Texas, according to the final plat thereof recorded in Clerk's File No. D221372538, Plat Records of Tarrant County, TX