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**FIRST AMENDED AND RESTATED DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITION OF GATLIN RANCH**

STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF PARKER)

THIS FIRST AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF GATLIN RANCH (this "**Declaration**") is made and entered into as of the 29th day of February, 2024 ("**Effective Date**"), by Fumammy Holdings LP, a Texas limited partnership ("**Declarant**" or "**Developer**").

WHEREAS, Declarant is the owner of certain real property located within the bounds of the Properties (as defined herein and in the Original Declaration) and desires to provide for the preservation of the values and amenities in said community for the maintenance of said open spaces and other common facilities, and to this end desires to subject the real property described in **Article I, Section 1(b)**, to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants, restrictions and conditions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, in furtherance of the foregoing, Declarant previously executed that certain Declaration of Restrictions, Covenants and Conditions of Gatlin Ranch recorded on November 22, 2022, as Instrument No. 202241170, in the Official Records of Parker County, Texas, as supplemented by that certain First Supplement to the Declaration of Restrictions, Covenants, Conditions of Gatlin Ranch recorded as Document No. 202403700 in the Official Records of Parker County, Texas (the "**Original Declaration**") and caused to be incorporated under the laws of the State of Texas, as a non-profit corporation, Gatlin Ranch HOA Inc, for the purpose of exercising the functions aforesaid;

WHEREAS, Declarant and Our Country Homes, LLC, a Texas limited liability company ("**Builder**"), currently own the real property described on **Exhibit B** hereto, which real property is located within the bounds of The Properties (as defined herein) and together hold at least fifty-one percent (51%) of the outstanding votes of the Association;

WHEREAS, pursuant to its rights under the Original Declaration, including, without limitation **Article X, Section 11** thereof, Declarant, with the consent and approval of Builder (as evidenced by its signature below), desires to (i) remove certain portions of The Properties from the coverage of the Declaration; and (ii) amend and restate the restrictions, covenants, and conditions set forth in the Original Declaration, as more specifically provided for in this Declaration.

NOW, THEREFORE, the Declarant does hereby amend and restate the Original Declaration as set forth herein and declares that the real property described in **Article II, Section 1**, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth.

ARTICLE I Definitions

Section 1. Definitions. The following words, when used in this Declaration or any supplemental Declaration (unless otherwise indicated) shall have the following meanings:

- a. "**Association**" shall mean and refer to Gatlin Ranch HOA Inc, its successors and assigns.
- b. "**Properties**" shall mean and refer to the Existing Property (as defined in **Article II, Section 1** below) and additions thereto, as are subject to this Declaration or any amended or supplemental Declaration pursuant to **Article II, Section 2** below.
- c. "**Common Properties**" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association.
- d. "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties, with the exception of Common Properties as herein defined, and any other Lot made subject to this Declaration pursuant to **Article II, Section 2**, below.
- e. "**Living Unit**" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.
- g. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of the Properties, including those which may be made subject hereto pursuant to **Article II, Section 2**, below, and including any purchaser under contract from Developer, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- h. "**Member**" shall mean and refer to every person or entity that holds membership in the Association and is in good standing as defined as a person or entity that holds membership in the Association with assessments paid prior to delinquency and possessing property within the Association that is deemed in accordance with this Declaration. A member must be in good standing to be able to execute the rights afforded to Members including but not limited to serving on the Board of Directors for the Association, serving in an appointed capacity on an Association

sanctioned committee and participating in any election, survey or activity sponsored or authorized by the Association.

i. "**Developer**" or "**Declarant**" shall mean and refer to Fumammy Holdings, Ltd., its heirs, successors and assigns.

j. "**Development Period**" means the period commencing on the date of the Original Declaration and expiring upon the earlier of (i) the date Declarant no longer owns any real property within the Properties, or (ii) the date 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 Properties.

ARTICLE II

Properties Subject to This Declaration; Additions Thereto

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Parker County, Texas, and is more particularly described in the attached **Exhibit A** (the "**Existing Property**"). Any real property identified and described on Exhibit A to the Original Declaration and not constituting a part of the Existing Property identified and described herein and on **Exhibit A** to this Declaration is hereby deleted and removed from the coverage of the Original Declaration and this Declaration and shall not benefit from or be burdened by any of the covenants, restrictions, easements, conditions, rights or obligations set forth therein or herein. Without limiting the foregoing, it is specifically intended that this Declaration and the Association shall apply only to the Existing Property identified and described on **Exhibit A** hereto and any Additional Property added pursuant to **Section 2** of this **Article II**.

Section 2. Additional Property. Additional properties may become subject to this Declaration in any of the following manners:

a. Declarant may, during the Development Period, without the consent of any Owner or any other person, from time to time and at any time delete, add or annex additional real property to the scheme of this Declaration by filing of record a supplemental or amended declaration of covenants, conditions and restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property; provided, however, that such supplemental declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional property.

b. In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of Declarant during the Development

Period and, thereafter, at least seventy five percent (75%) of the outstanding votes within each voting class of the Association.

c. Any additions made pursuant to Paragraphs (a) and (b) of this Section 2, when made, shall automatically extend the jurisdictions, functions, duties and membership of the Association to the properties added, shall extend to the Owners of the Lots within such other properties the rights and privileges of Owners and membership in the Association as provided hereunder, and shall extend the plan of this Declaration to all properties covered by this Declaration and any amended or supplemental Declaration; and any reference to "Existing Property" or "Existing Properties" or "The Properties" in this Declaration shall thereafter include such additional real property.

ARTICLE III Association, Organization and Management

Section 1. Board of Directors. The "**Board of Directors**" of the Association shall consist of not less than three (3) or more than nine (9) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

Section 2. Classes of Members. The Association shall have two classes of voting membership:

a. Each Owner of a Lot, with the exception of Declarant during the Development Period, shall be Class A Member and shall be entitled to one (1) Class A vote per Lot. Where such Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised by such individual person as shall be designated in proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association. In no event shall more than one (1) Class A vote be cast with respect to any Lot. The Association shall have no affirmative obligation to take any action to determine which Member is the person designated to cast the Lot's vote. If the Members fail to 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. The Declarant shall be the sole Class B member and shall be entitled to one (1) vote for each Lot owned by Declarant; provided, however, in no event shall the Class B Member have a total number of votes that is less than the total number of Class A votes plus one (1). The Class B Membership shall cease and be converted to Class A Membership upon the expiration of the Development Period.

Section 3. Control by Declarant.

a. Notwithstanding any other language or provision to contrary in the Declaration, the Certificate of Formation or in the Bylaws of the Association, Declarant hereby retains the right to

appoint and remove any member of the Association's Board of Directors and any officer or officers of the Association until the first of the following events shall occur: (i) the expiration of the Development Period, or (ii) the surrender by Declarant of the authority to appoint and remove Board of Directors and officers by an express amendment to this Declaration executed and recorded by Declarant. Notwithstanding the foregoing, if during the Development Period, the provisions of Section 209.00591(c) of the Texas Property Code require that at least one-third of the Board of Directors be elected by Members other than Declarant, the required one-third shall be elected by a vote of the Members of the Association and the remainder shall be appointed by Declarant.

b. Upon the expiration of the period of the Declarant's right to appoint and remove all of the directors and officers of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots, and a special election as dictated by the Bylaws of the Association shall be called at such time. This special election shall serve as the election process for a new Board of Directors which shall undertake the responsibility of the Board and Declarant shall deliver any applicable Association documents and records that it may have kept on behalf of the Association.

Section 4. Other Membership Provisions. Each Owner of the Lot shall automatically be a member of the Association, and such membership shall continue so long as such person or entity continues to be an Owner. The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as a part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association. Each Owner shall comply with all rules and regulations as established by the Association from time to time.

Section 5. Rights and Powers of Association. The Association shall have the duty to maintain, insure, and pay all taxes and assessments on (or reimburse Declarant for same) all Common Properties and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

- a. The power to promote the health, safety, and welfare of the Owners of the Lots.
- b. The power to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration or the Bylaws of the Association.
- c. The power to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and to pay all expenses in connection with such charges or assessments, all office expenses, and all other expenses incidental to the conduct of the business

of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

d. The power to acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, to dedicate for public use, or otherwise to dispose of real personal property in connection with the affairs of the Association.

e. The power to borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred.

f. The power to keep accounting records with respect to all activities and operations of the Association.

g. The power to contract with and employ others for maintenance and repair.

h. The power to adapt rules and regulations concerning the operation of the Association.

i. The power to appoint a management company to operate the Association.

j. The power to have and to exercise any and all powers, rights, and privileges that a corporation organized under the Texas Non-Profit Corporation Act by law may now or at a later time have or exercise.

k. The power to act in the capacity of principal, agent, joint venture, partner, or otherwise.

Section 6. Enforcement of Declaration. The Association, through the Board of Directors, and/or the Declarant (during the Development Period) shall have the right to enforce this Declaration, except and to the extent that the right to enforce certain provisions hereof has been granted to the Architectural Control Committee, whether expressly or by implication. If the Board of Directors or Declarant shall fall or refuse to enforce this Declaration for an unreasonable period of time, after written request to do so, then any aggrieved Owner may enforce this Declaration on his own behalf by appropriate action, whether in law or in equity.

ARTICLE IV

Property Rights in Common Properties

Section 1. Members' Easements of Enjoyment. Subject to these terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the Bylaws

of the Association, his right and easement of enjoyment to members of his family, his guests, his tenants, or contract purchasers who reside on the Lot.

Section 2. Title to Common Properties. Declarant shall retain the legal title or easements to the Common Properties until such time as development construction has been completed thereon and title is conveyed to the Association. The Common Properties and any improvements thereon shall, upon conveyance by the Declarant, be owned and maintained by the Association.

Section 3. Decorative Fencing. In addition to the other Common Properties defined herein or on the plat of the Properties, the Common Properties may include decorative fencing around a portion of the perimeter of the Properties and/or the Common Property. The design and materials of construction and/or repair of the said decorative fence shall be approved by the Architectural Control Committee.

ARTICLE V Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) all charges, assessments and fees specified in or permitted by this Declaration, (2) annual assessments, and (3) special assessments for capital improvements and such other assessments to be fixed, established and collected from time to time as hereinafter provided. Such charges, fees and assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Separate annual or special assessments shall be made upon each Lot whether or not there is a Living Unit constructed on such Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the Owners, including, but not limited to, security, the acquisition, construction, improvement, maintenance, insuring, and equipping of Common Property, maintenance of private driveways or other improvements or landscaping which are designated by Declarant or the Association to be maintenance obligations of the Association, maintaining easements and easement facilities shown on the recorded plat(s) of the Property or otherwise granted to the Association, the enforcement of the restrictions, conditions, covenants and easements contained in this Declaration, the enforcement of any design standards established by the Association, Declarant or the ACC, the payment of operating costs and expenses of the Association including, without limitation, costs of management and insurance, any ad valorem real and personal property taxes on any real and

personal property owned by the Association, and the payment of all principal and interest when due on all debts owed by the Association.

Section 3. Basis and Maximum of Annual Assessments. Annual assessments shall begin on the first day of the month following the initial conveyance of any Lot by the Developer. The Board of Directors of the Association, may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by **Article V, Section 3** hereof, the Association may levy in any assessment year a special assignment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of Declarant during the Development Period and, thereafter, at least fifty-one percent (51%) of the votes of the Members who have voted in person or by proxy at a meeting duly called for such purpose, written notice of which meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

Section 5. Intentionally Deleted.

Section 6. Quorum for any Action under Article V, Section 4. The quorum for any action authorized by **Article V, Section 4** shall be as follows.

a. At the first meeting called as provided in **Article V, Section 4** hereof, the presence at the meeting of Members or of proxies entitled to cast fifty one percent (51%) of all the votes of the membership of the Association shall constitute a quorum.

b. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in **Article V, Section 4** and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Specific Assessments. The Association shall have the power to levy specific assessments against a particular Lot to (a) cover costs incurred in brining such 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 the annual assessments, special assessments and interest or late charges related thereto), including, without limitation, fines.

Section 8. Due Date of Assessments. The due date of the annual assessments provided for herein shall be January 1 of each year or as otherwise determined by the Board of Directors and the due date of any special assessment under **Article V, Section 4** hereof shall be fixed in the resolution authorizing such assessment. The Board of Directors may, at its option, change the annual assessments to semi-annual, quarterly, or monthly assessments and determine the due date thereof.

Section 9. Duties of the Board of Directors. The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Personal Obligation to Pay Assessments. Each assessment provided for herein, together with interest, late charges and collection costs thereon (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

Section 11. Failure to Pay Assessments; Remedies of Association. If the assessments, fees and charges due hereunder are not paid on the date when due, then such assessments, fees and charges shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives successors and assigns.

If the assessment, fee or charge is not paid within thirty (30) days after the due date, the assessment, fee or charge shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above

provided, and a reasonable attorney's fee to be fixed by the court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of the Lot.

Section 12. Lien.

a. Creation of Lien. The Association shall hereby have a continuing lien (the "**Assessment Lien**") against each Lot to secure payment of delinquent assessments (annual assessments, special assessments and specific assessments), as well as interest, 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 Assessment Lien.

b. Enforcement of Lien - Judicial or Nonjudicial. The Assessment 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 Association's 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 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 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

Section 13. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use or gas wells.
- b. All Common Properties as defined in **Article 1, Section 1**, hereof.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.
- d. All properties, including without limitation, any Lot or Common Properties, owned by Declarant or the Association.

ARTICLE VI Architectural Control

Section 1. Architectural Control Committee. The Declarant hereby appoints an architectural control committee ("**Architectural Control Committee**" or "**ACC**"), which shall consist of three (3) members (any or all of whom may be on the Board of Directors), who shall be appointed, removed and replaced by the Declarant until such time as Declarant has conveyed title to all Lots and all Common Properties owned by Declarant. After the Declarant conveys the last Lot and Common Properties owned by the Declarant, the Architectural Control Committee

members shall be appointed, removed and replaced by the Board of Directors. All matters before the Architectural Control Committee shall be decided by majority vote of its members.

Section 2. Submission and Approval of Plans. All building plans must be submitted to the ACC for approval before construction begins. No building, fences, walls, signs, exterior lights, or other structures or other apparatuses, either permanent or temporary, shall be commenced, erected, placed, or maintained upon the Property (or any Lot constituting a part thereof), unless and until the plans therefore shall have been submitted to and approved in writing by the ACC. All building plan submittals shall include a plot plan showing the location of the improvements, the plan for drainage, the construction plans giving the dimension of all improvements, and shall specify in addition to construction diagrams and specifications, all materials to be used and color schemes for all improvements (the "**Plan Review Package**"). The ACC shall use reasonable efforts to notify the Owner in writing within thirty (30) days of its receipt of the Plan Review Package whether or not it approves or disapproves the plans or requires additional information. The foregoing submittal and review requirements shall also apply to any remodeling, reconstruction, addition, change, or alteration of any existing improvement on a Lot. The ACC shall have the right, all in the sole discretion of the ACC, to disapprove any plans and specifications submitted to it for any of the following reasons:

- a. if such plans and specifications are not in accordance with any of the provisions of this Declaration, applicable laws, or the codes, ordinances and regulations of any applicable jurisdiction or governmental authority;
- b. if the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surrounding of the existing property or with the adjacent dwellings or structures or with the topography;
- c. if the plans and specifications submitted are incomplete;
- d. if the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;
- e. if the Architectural Control Committee deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Properties.

The Architectural Control Committee is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the Architectural Control Committee shall be final, conclusive and binding upon all Owners. Neither the Architectural Control Committee nor Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications to meet any applicable codes or laws. The signature of any two members of the Architectural Control Committee on any such plans and specifications with "approved" or

"disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full Architectural Control Committee.

Prior to building with in the subdivision, all builders must be approved by the Architectural Control Committee. The Architectural Control Committee has the right to approve or reject any builder for any reason.

ARTICLE VII Restrictive Covenants

Section 1. Restrictive Covenants. Each of the specifically numbered Lots shown upon any recorded residential subdivision map of the Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance for continuity and conformance with the intended master plan of the Properties:

a. No Living Unit, accessory structure, alterations to existing structures, fence, or landscaping shall be erected or maintained on any Lot until the plans and specifications for same have been submitted according to the current application procedure and approved by the Architectural Control Committee prior to commencement of the same.

b. No trees shall be removed except by utility easements as required in furnishing of utility services, and no building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the color, nature, kind, shape, height, materials and location of same shall have been submitted; in writing, to and approved according to the application procedure, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee.

c. All Living Units shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.

d. All Living Units and accessory structures (including, without limitation, barns, workshops and other storage buildings) shall be erected and maintained in accordance with and behind the building and setback lines shown on the plat and Lot survey for such Lot, or as otherwise approved by the Architectural Control Committee. Subject to and without limiting the foregoing, unless otherwise approved by the Architectural Control Committee:

(i) Accessory buildings shall be built behind the back elevation of the Living Unit;

(ii) Only one (1) accessory building is permitted per Lot. The accessory building, cannot exceed half of the living square footage of the Living Unit;

(iii) Any accessory building must be harmonious in color and material with the Living Unit and plans therefore must be submitted to and approved by the Architectural Control Committee before construction. Materials permitted are masonry (stucco, brick and stone), metal with a three foot minimum of wainscot of masonry material on all four sides. Hardiplank will be considered with the three foot minimum masonry wainscoting. No vinyl or other material not listed will be accepted. Masonry material must be the same shade and type as the Living Unit;

(iv) Access to the accessory building must be the same concrete material as the driveway of the Living Unit; and

(v) Garage style doors on accessory buildings must be the same as the doors on the Living Unit. No roll up doors will be permitted.

e. No dwelling or accessory structure shall be erected or maintained nearer than ten (10) feet from one side line, ten (10) feet from the other side line, fifty (50) feet from front line of any Lot fronting Prather Rd, or John E. Woody Rd., and thirty-five (35) feet for all other Lots, or as approved otherwise by the Architectural Control Committee.

f. The floor area (that enclosed for heating and/or air conditioning) of any Living Unit constructed on a Lot shall be not less than 1600 square feet.

g. All Living Units shall be constructed of stone, stucco, masonry, brick, cement based plank siding such as Hardie Board or of such other materials as may be approved by the Architectural Control Committee, to the extent of at least 85% percent of the area of the outside walls on the first floor. The second floor of such dwellings may be masonry or such other material as may be approved by the Architectural Control Committee. The walls of any accessory structure shall be constructed of identical masonry material used on the dwelling to the extent of 100% of the outside of the front facing wall of the accessory structure, unless approved otherwise by the Architectural Control Committee.

h. No fence, wall, or hedge shall be placed on any portion of the sites with a greater height than six feet (6'), and no fence is permitted on any part of any Lot unless approved by the Architectural Control Committee. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property or at the request of the Architectural Control Committee.

i. Except to the extent used by Declarant and/or any builder for construction and/or sales purposes while Lots and/or Living Units are being marketed for sale and/or constructed within the subdivision, all Lots shall be used for single-family residential purposes only. Except

for accessory structures approved by the Architectural Control Committee, no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per Lot, which residence may not exceed two and one-half (2-1/2) stories in height (excluding basements), and a private garage as provided below.

j. Subject to the Declarant's right to subdivide and re-plat all or any portion of the Properties during the Development Period, none of the Lots shall be subdivided into smaller Lots.

k. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets and hens may be kept provided that they are not kept, bred or maintained for any commercial purpose. No more than four (4) dogs and no more than seven (7) hens will be allowed per Lot. No horse shall be allowed on Lots less than two (2) acres in size, limited to one horse per acre. A person shall also be allowed to keep two horses in the event they have consolidated two (2) adjoining Lots for the purpose of building one (1) residential dwelling. (see **Article IX**, Combining Lots). All pets must be contained within the specific property or on a leash and not permitted to roam freely within the confines of the subdivision. In addition, hens must be housed in a coop approved by the Architectural Control Committee.

l. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

m. Subject to applicable laws pertaining to certain religious displays and political signs, no sign shall be erected or maintained on any Lot except a "for sale" sign which sign shall not exceed fifteen (15) square feet in size with larger signs being allowed only with the approval of the Architectural Control Committee.

n. The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the Architectural Control Committee. All swimming pools must be in ground. Above ground pools are specifically prohibited. If perimeter fencing fully encloses the portion of the Lot where the pool is located, no pool fence is required; otherwise, swimming pools must be surrounded by wrought iron style fencing with a minimum height of four (4) feet. Pool fencing must be installed when on or before the date the pool is completed and filled with water.

o. Roofs shall be composition shingles (25-year guarantee minimum), wood shingles, slate, metal, imitation slate, or roof tiles if compatible in color and texture with the prevailing roofing of homes within the Properties. Roof pitch must be a 4/12 minimum unless otherwise approved by the Architectural Control Committee. Roofing materials must be approved in advance by the Architectural Control Committee.

p. Subject to applicable laws pertaining to same, no pole mast, antenna, radio, television, satellite dish or other aerial shall be erected or maintained on any Lot except as approved by the Architectural Control Committee.

q. The garage door of any house or residence within the Properties must open to the rear or side of the house or as otherwise approved by the Architectural Control Committee. A detached garage or single door attached garage may face the front of the Lot if it is at least fifty (50) feet behind the front property line. Driveways shall be constructed of concrete or as approved by the Architectural Control Committee. Culvert pipes underneath driveways shall be faced with natural stone or brick with mortar or concrete.

r. Sporting, recreation, exercise and or play equipment, dog runs or other outdoor items shall be placed in the back yards of the Lots. Size and location of outdoor items must be approved by the Architectural Control Committee.

s. A Lot or any portion of any Lot that is exposed to the public view (including the area between the Lot's front yard and the road pavement) must be maintained by the property Owner in a neat and orderly fashion. In the event this restriction is not complied with, The Association has the right to cause this maintenance to be done at the expense of the property Owner.

t. Subject to the right of Declarant, any builder and any Owner to temporarily store and dispose of building materials and debris during the development and construction of the Lot and any Living Unit thereon, no Lot shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

u. No drilling, oil development operations oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, no shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained or permitted upon any Lot; provided however, the provisions of this subsection (u) do not pertain to gas leases recorded prior to the recording date of the plat.

v. No outbuilding, shop, trailer or residence of a temporary character shall permitted (except as otherwise reserved as a right by the Declarant on behalf of itself or any builder).

w. No boats, trailers, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Living Unit situated thereon. No house trailer, mobile home, camper, boat trailer, or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot, and not visible from the street. Any such fence or enclosure shall be subject to approval by the ACC. No tractor trailers shall be stored or parked on any Lot or on any street located within the boundaries of the Property

x. All Living Units and structures permitted hereunder shall be completed within twenty-four (24) months from date of commencement of construction or unless otherwise extended by the Architectural Control Committee. No Living Unit shall be occupied unless and until such Living Unit is connected in a proper way to its sewage treatment system and a certificate of occupancy, if applicable, has been issued.

y. Specifically exempted from the provisions of this section are activities by the Declarant and any builder, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development and construction activity, including sales, by them are completed.

z. No vehicle of any size which transports inflammatory or explosive or hazardous cargo may be kept in the Properties at any time.

aa. No mailbox shall be installed without the prior approval of the Architectural Control Committee. Each mailbox shall be constructed with a masonry column (no more than forty-eight inches (48") tall, with the masonry material similar to that on the Living Unit or as approved by the Architectural Control Committee.

bb. The front yard of each Lot (and the area between the Lot's front yard and the road pavement) on which a residential Living Unit is constructed shall contain an underground water sprinkler system for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition.

cc. Each lot on which a Living Unit is constructed shall have landscaping in its front yard including but not limited to, shrubs flowers, trees, ground cover, and grass, of a sufficient quality, quantity and design to be compatible with the intent of the Declarant. Landscaping of a Lot shall be completed within ninety (90) days after the date on which the Living Unit is ninety percent (90%) complete. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.

dd. Each Lot owner shall mow and maintain the landscaping and vegetation on his/her Lot in such a manner as to control weeds, grass and/or other unsightly growth at all times. If after ten (10) days prior written notice and owner shall fail to (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot on each respective occasion of such mowing or cleaning. The assessments together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate

and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.

ee. At the time of initial construction of any Living Unit, each such Living Unit shall include provisions for the installation of smoke detectors and such other safety and security devices which, in the opinion of the Architectural Control Committee, are reasonably required for the individual Living Unit.

ff. Each Lot on which a residential Living Unit is constructed shall contain an underground aerobic-type sewage treatment system, which system shall be subject to the approval of the Architectural Control Committee. The individual homeowner shall contract with an aerobic system maintenance company to provide the maintenance to the individual's system.

gg. Propane tanks must be placed in rear yard only. Placement of the propane tank must be approved by the Architectural Control Committee.

hh. Each Owner of any Lot within the Properties shall maintain his Lot and shall construct and maintain the Living Unit and all improvements thereon in accordance with this Declaration and the applicable ordinances and regulations of Parker County, Texas and any other applicable governmental authority.

ii. Each Owner shall mow and maintain the landscaping on his/her Lot in such a manner as to control weeds, grass and/or unsightly growth at all times. If after ten (10) days prior written notice, Owner fails to (i) control weeds, grass and/or unsightly growth, (ii) remove trash, rubble, and/or construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy any unclean, untidy, or unsightly condition, then the Association shall have the authority and right to go onto said Lot to remedy the condition giving rise to the notice. The cost, together with interest and the cost of collection shall be a charge on the land and shall be a continuing lien upon the Lot. Such costs shall also continue to be a personal obligation of the Owner. The lien securing such costs shall be subordinate and inferior to any mortgage or renewals thereof that are recorded before costs are incurred.

ARTICLE VIII Easements Reserved

Section 1. Platted Easements. No shrubbery, fence, building or other permanent structure (except fencing) shall be erected or maintained within areas designated on any recorded plat of the Properties as utility, drainage, access, trail, park, equestrian, or landscaping easements, except as may be approved by the Architectural Control Committee, Parker County and/or any other applicable governmental authority, if applicable. The Association shall have the right to enter upon any Lot for the purposes of accessing, maintaining, installing, repairing or replacing any easement or easement facilities shown on the recorded plat(s) of the Property

Section 2. Utilities. The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities, if any, will be governed by the following:

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

(b) Whenever (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 and the connections, lines or facilities serve more than one Lot, the Owner of each Lot served by the connections, lines or facilities will be entitled to the full use and enjoyment of the portions of the connections, lines and facilities which service the Owner's Lot.

Section 3. Easement to Correct Drainage on Property. During and for a period of five (5) years after the expiration of the Development Period, Declarant hereby reserves for the benefit of Declarant and any designee or assignee of Declarant, a blanket easement on, over and under the ground within the Properties (excluding the area where a Living Unit 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 to correct or maintain any drainage facilities within the Properties. 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.

Section 4. Easement for Right to Enter Lot. If an Owner fails to maintain its Lot as required herein, or in the event of emergency, Declarant, the Association and any emergency service or authority 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 Properties. Entry upon the Lot as provided herein will not be deemed a trespass, and the entering party will not be liable for any damage caused thereby unless such damage is caused by the entering party's willful misconduct or gross negligence.

Section 5. Reservation of Easements. Easements over the Lots and the Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities necessary to serve the Properties are hereby reserved by the Declarant, together with the right to grant and transfer the easements. Declarant expressly reserves a blanket easement over the Common Properties and the Lots for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and

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

Section 6. Temporary Easement to Complete Construction. All Lots will be subject to an easement of ingress and egress for the benefit of Declarant and any builder and their employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Lots as may be expedient or necessary for the construction, servicing and completion of Living Units and landscaping upon adjacent Lots, provided that such easement will terminate as to each Lot twenty-four (24) months after the date such Lot is conveyed to an Owner other than Declarant or any builder. Any damage to a Lot caused by Declarant or any builder 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.

ARTICLE IX Combining Lots

Section 1. Combining Lots. Any person owning two (2) or more adjoining Lots may consolidate such Lots in a single building location for the purpose of constructing one (1) residential Living Unit thereon and such other improvements are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of any government authority having jurisdiction over the Properties. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for the purposes of applying the provisions of this Declaration, with such Owner being entitled to one (1) vote for the consolidated Lot and being obligated to pay assessments hereunder as if Owner owned only one (1) Lot. Any such consolidation shall give consideration to easements as shown and provided for on the plat of the Properties and any required abandonment or relocation of such easements shall require 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 portions of Lots into a single building site is prohibited. A person may not purchase two adjoining Lots and use one as a home site and the other as a horse pen unless specifically approved by the Declarant. All lot combinations must be approved by the Architectural Control Committee, and, except as expressly provided otherwise herein, each Lot included in a combination will continue to be subject to full dues assessment.

ARTICLE X

General Provisions

Section 1. Duration. The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of sixty-seven percent (67%) of the Lots has been recorded, agreeing to eliminate or change said restrictions, covenants and conditions in whole or in part; provided, however, that no such agreement to change shall then be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Reserved Rights of Declarant. Notwithstanding any other provision hereof, Declarant reserves the right (upon application and request of the owner of any Lot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by Declarant) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of Declarant such action be necessary to relieve hardship or permit good architectural planning to be affected. Declarant also reserves, during the Development Period, the right to amend or expand the definition of the Properties, to annex additional property into the Association, to withdraw portions of the Properties from the coverage of this Declaration and the Association and to re-divide and/or re-plat all or any portion of the Properties owned by Declarant without any notice or consent of any other Owner.

Section 3. Sales/Construction Office. Declarant and/or any builder shall have the right to place temporary trailers and/or construct improvements on and temporarily use any Lot as a sales and/or construction office in connection with the offering of Lots or Living Units for sale by Declarant or such builder, and for all purposes incident thereto. Said use is intended as temporary, and shall cease at such time as one hundred percent (100%) of the Lots have been sold and Living Units have been constructed thereon. Such use and construction is subject to approval by the Architectural Control Committee.

Section 4. Invalidation and Severability. The invalidation by any court of any reservation, covenant, easement or restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

Section 5. Acceptance of Declaration. The provisions hereof are hereby made a part of each contract and deed in respect of any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

Section 6. Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Properties.

Section 7. Other Committees. Declarant may appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Declarant.

Section 8. Assignment. Declarant may assign, in whole or in part, to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Declarant and any such assignee shall have the same right to so assign. There may be more than one Declarant in the event Declarant makes a partial assignment of Declarant rights or status

Section 9. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing or when given as otherwise provided in any policy adopted by the Association.

Section 10. Enforcement; Attorney's Fees. Enforcement of these restrictions, covenants, easements and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants and conditions, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter . If any controversy, claim, or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and court costs.

Section 11. Amendments.

a. **Amendment by Declarant.** During the Development Period, Declarant, in its sole discretion and without notice to or a vote or other consent of any other party or Owner, shall have the right to amend this Declaration for any reason deemed necessary or appropriate by Declarant.

b. **Amendment by Association.** Except as expressly provided otherwise herein, 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.

Section 12. Polices, Rules and Regulations. The Declarant and/or Association may adopt, amend and/or supplement policies, rules and regulations, together with sanctions for the violation thereof, to insure maintenance of the character and quality of Gatlin Ranch in harmony with the guidelines set forth in this Declaration.

Section 13. Covenants Running with the 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 **Article X, Section 8** hereof

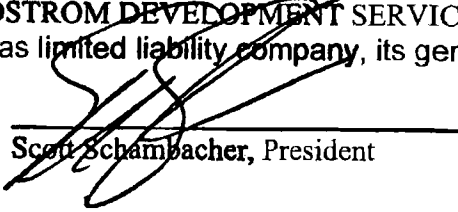
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

DECLARANT:


FUMAMMY HOLDINGS LP
a Texas limited partnership,

BY: **SANDSTROM DEVELOPMENT SERVICES, LLC,**
a Texas limited liability company, its general partner

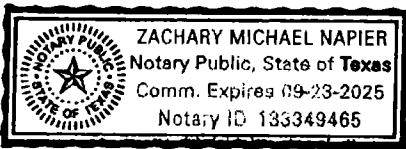
By: 
Scott Schambacher, President

THE STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 4th day of March, 2024, by Scott Schambacher, the President of Sandstrom Development Services, LLC, a Texas limited liability company, the general partner of Fumammy Holdings LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

SEAL



[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

By its signature below, Our Country Homes, LLC, a Texas limited liability company, evidences its consent to this First Amended and Restated Declaration of Gatlin Ranch.

Our Country Homes, LLC,
A Texas limited liability company

By: Mey-Ling Paury
Mey-Ling Paury, President

THE STATE OF TEXAS §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 4 day of March, 2024, by Mey-Ling Paury, President of Our Country Homes, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Alisha McIntyre
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

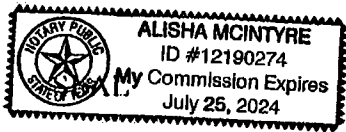


EXHIBIT A

LEGAL DESCRIPTION AND/OR PLAT OF THE EXISTING PROPERTY

Lots 1 through 44, Block A, Gatlin Ranch Addition, a subdivision in Parker County, Texas, according to the map or plat thereof, recorded in Cabinet F, Slide 80, Official Public Records, Parker County, Texas.

EXHIBIT B**LEGAL DESCRIPTION OF PROPERTY OWNED BY DECLARANT AND
BUILDER**

LOT	BLOCK	OWNER
1	A	FUMAMMY Holdings LP
2	A	Our Country Homes, LLC
4	A	Our Country Homes, LLC
5	A	FUMAMMY Holdings LP
6	A	FUMAMMY Holdings LP
7	A	Our Country Homes, LLC
8	A	FUMAMMY Holdings LP
9	A	FUMAMMY Holdings LP
10	A	Our Country Homes, LLC
11	A	Our Country Homes, LLC
12	A	FUMAMMY Holdings LP
14	A	Our Country Homes, LLC
15	A	Our Country Homes, LLC
19	A	Our Country Homes, LLC
20	A	Our Country Homes, LLC
21	A	FUMAMMY Holdings LP
22	A	FUMAMMY Holdings LP
24	A	Our Country Homes, LLC
25	A	Our Country Homes, LLC
27	A	FUMAMMY Holdings LP
28	A	Our Country Homes, LLC
29	A	Our Country Homes, LLC
30	A	FUMAMMY Holdings LP
31	A	FUMAMMY Holdings LP
32	A	Our Country Homes, LLC
33	A	Our Country Homes, LLC
34	A	FUMAMMY Holdings LP

35	A	FUMAMMY Holdings LP
36	A	Our Country Homes, LLC
37	A	Our Country Homes, LLC
38	A	FUMAMMY Holdings LP
39	A	Our Country Homes, LLC
40	A	FUMAMMY Holdings LP
41	A	FUMAMMY Holdings LP
42	A	FUMAMMY Holdings LP
43	A	Our Country Homes, LLC
44	A	Our Country Homes, LLC

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

202405557
03/05/2024 03:00:19 PM
Fee: \$133.00
Lila Deakle, County Clerk
Parker County, Texas
DECLARE