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RESTRICTION

SUBMITTER: SOUTHVIEW HOA



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COUNTY CLERK

**AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SOUTHVIEW ESTATES, PHASE I & II
SOUTHLAKE, TARRANT COUNTY, TEXAS
A TEXAS NON-PROFIT CORPORATION**

December 6, 2023

Table of Contents

WITNESSETH	1
ARTICLE I	2
DEFINITIONS	2
1.01–Architectural Control Committee.....	2
1.02–Articles of Incorporation.....	2
1.03–Association.....	2
1.04–Board or Board of Directors	2
1.05–Building.....	2
1.06–Bylaws.....	2
1.07–Members	2
1.08–Common Properties	2
1.09–Lot	2
1.10–Owner.....	2
1.11–Properties	3
ARTICLE II.....	3
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO.....	3
2.01–Existing Properties.....	3
2.02–Additions to Properties	3
ARTICLE III.....	3
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	3
3.01–Membership.....	3
3.02–Voting Rights	3
3.03–Quorum, Notice and Voting Requirements	3
ARTICLE IV.....	4
PROPERTY RIGHTS IN THE COMMON PROPERTIES	4
4.01–Members’ Easements of Enjoyment	4
4.02–Title to the Common Properties.....	4
4.03–Extent of Members’ Easements	4
ARTICLE V.....	5
COVENANTS FOR ASSESSMENTS.....	5
5.01–Creation of the Lien and Personal Obligation of Assessments.....	5

5.02–Purpose of Assessments	6
5.03–Annual Maintenance Assessments.....	6
5.04–Special Capital Assessments and Special Individual Assessments.....	7
5.05–Rate of Assessments	8
5.06–Duties of the Board of Directors with Respect to Assessments.....	8
5.07–Non-Payment of Assessment	8
5.08–Subordination of the Lien to Mortgagee.....	10
5.09–Exempt Property.....	10
5.10–Estoppel Information from Board with Respect to Assessments	10
ARTICLE VI.....	10
GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION....	10
6.01–Powers and Duties	10
6.02–Board Powers	12
6.03–Maintenance Contracts.....	12
6.04–Liability Limitations.....	12
6.05–Reserve Funds	13
ARTICLE VII.....	13
INSURANCE; REPAIR AND RESTORATION	13
7.01–Right to Purchase Insurance	13
7.02–Insurance Proceeds	13
7.03–Insufficient Proceeds	13
7.04–Destruction of Improvements on Individual Lots	14
ARTICLE VIII.....	14
USE OF COMMON PROPERTIES.....	14
8.01–Restricted Actions by Owners	14
8.02–Damage to the Common Properties.....	14
8.03–Rules of the Board.....	14
ARTICLE IX.....	14
USE OF PROPERTIES AND LOTS; PROTECTIVE COVENANTS.....	14
9.01–Public Use Permitted	14
9.02–Residential Purposes	14
9.03–Minimum Lot Area	15
9.04–Minimum Floor Space	15

9.05–Combining Lots	15
9.06–Setback Requirements and Building Location	15
9.07–Height	15
9.08–Driveways.....	15
9.09–Access	15
9.10– Drainage.....	15
9.11–Erosion Control.....	16
9.12–Utilities.....	16
9.13–Construction Requirements	16
9.14–Building Permits	17
9.15–Garages and Servants Quarters.....	17
9.16–Landscaping and Sprinkler System	17
9.17–Fences.....	17
9.18–Trash Receptacles and Collection	18
9.19–Exterior Lighting	19
9.20–Windows Coolers	19
9.21–Antennas Restrictions.....	19
9.22–Temporary Structures and Vehicles.....	19
9.23–Parking.....	19
9.24–Signs	19
9.25–Removal of Dirt	20
9.26–Drilling and Mining Operations.....	20
9.27–Offensive Activities.....	20
9.28–Duty of Maintenance.....	20
ARTICLE X.....	21
ARCHITECTURAL CONTROL COMMITTEE.....	21
10.01–Architectural Control Committee	21
10.02–Architectural Approval.....	22
10.03–Variances.....	23
10.04 –Nonconforming and Unapproved Improvements	23
10.05–No Liability	23

10.06–Solar Energy Devices	23
ARTICLE XI	23
EASEMENTS.....	23
11.01–Ingress and Egress by the Associations	23
11.02–General	24
11.03–Reservation of Easements	24
11.04–Surface Areas of Utility Easements	24
11.05–Emergency and Service Vehicles.....	24
11.06–Universal Easement.....	25
ARTICLE XII.....	25
GENERAL PROVISIONS	25
12.01–Duration	25
12.02–Amendments.....	25
12.03–Enforcement	25
12.04–Severability	25
12.05–Headings	26
12.06–Notice to Member/Owner	26
12.07–Notices to Mortgagees	26
12.08–Disputes	26
12.09–Termination of and responsibility of SJV	26
12.10–Owner’s Contact Information	26
12.11–Tenants: Required Notice.....	26
Exhibit A	28

**AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SOUTHVIEW ESTATES, PHASE I & II,
SOUTHLAKE, TARRANT COUNTY, TEXAS**

THIS AMENDED DECLARATION (herein, "Declaration") is made this 6th day of December, 2023, by the Board of Directors of the SOUTHVIEW HOMEOWNERS ASSOCIATION, INC. (herein, "Association"), a Texas non-profit corporation.

WITNESSETH:

WHEREAS, Southview Joint Venture ("SJV") executed that certain Declaration of Covenants, Conditions and Restrictions ("Original Declaration") for Southview Estates, Phase I, Southlake, Tarrant County, Texas, dated September 21, 1991, applicable to certain real property described therein located in the City of Southlake, Tarrant County, Texas; and

WHEREAS, the Original Declaration was filed of record in Volume 10398, Page 1444 of the Deed Records of Tarrant County, Texas;

WHEREAS, SJV executed that certain First Supplementary Declaration of Covenants, Conditions and Restrictions for Southview Estates, Southlake, Tarrant County, Texas, dated June 1, 1993, recorded in Volume 11106, Page 0605 of the Deed Records of Tarrant County, Texas, adding certain real property described therein to the scheme of the Original Declaration;

WHEREAS, SJV executed that certain Second Supplementary Declaration of Covenants, Conditions and Restrictions for Southview Estates, Southlake, Tarrant County, Texas, dated July 27, 1993, recorded as instrument number D193159907 of the Deed Records of Tarrant County, Texas, adding certain real property described therein to the scheme of the Original Declaration;

WHEREAS, the Association executed those certain Amendments to the Declaration of Covenants, Conditions and Restrictions for Southview Estates, Phase I and II, Southlake, Tarrant County, Texas, dated July 15, 1997, recorded as instrument number D197129923 of the Deed Records of Tarrant County, Texas, amending various provisions within the Original Declaration;

WHEREAS, the Southview Homeowners Association executed Articles of Incorporation and Bylaws dated November 26, 1991 and filed December 17, 1999, recorded as instrument number D199310183, in Volume 14144, Page 3 of the Deed Records of Tarrant County, Texas;

WHEREAS, the Association executed Amended Bylaws for Southview Estates, Phase I & II, dated November 17, 2022, recorded January 4, 2023 as instrument number D223001187 in the Official Public Record of Tarrant County, Texas;

WHEREAS, Texas Property Code § 209.0041 provides that the Original Declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on an amendment of the Original Declaration;

WHEREAS, sixty-seven percent (67%) or greater of the total votes allocated to property owners entitled to vote on an amendment of the Original Declaration have voted to adopt this Declaration;

WHEREAS, All Declarant rights have been transferred and are now owned by the Members of the Association;

WHEREAS, All titles to Common Properties have been conveyed to Association; and

NOW, THEREFORE, the Association does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations, and obligations within this Declaration shall run with the Properties and be a burden and benefit to all Owners and their respective heirs, legal representatives, successors, and assigns:

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:

1.01 Architectural Control Committee. "Architectural Control Committee" shall mean and refer to the architectural control committee described in Article X hereof.

1.02 Articles of Incorporation. "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association as may be amended from time to time.

1.03 Association. "Association" shall mean and refer to Southview Homeowners Association, Inc., a Texas non-profit corporation, which will have the power, duty and responsibility of maintaining and administering the Common Properties and collecting and disbursing the assessments and charges hereinafter prescribed and will have the right to administer and enforce the Covenants and Restrictions.

1.04 Board or Board of Directors. "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

1.05 Building. "Building" means any vertical structure located on the Lot.

1.06 Bylaws. "Bylaws" shall mean and refer to the bylaws of the Association, as may be amended from time to time.

1.07 Members. "Members" shall have the meaning set forth in Section 3.01 hereof.

1.08 Common Properties. "Common Properties" shall mean those areas, if any, within or upon the Properties, or any Lot, including the maintenance, repair, or replacement of which is or becomes the responsibility of the Association, together with those areas, if any, which by contract with or ordinance of the local governmental authority is or becomes the responsibility of the Association, including without limitation, any areas designated as "Common Properties" on the Plat

1.09 Lot. "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision 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. Some portions of the Common Properties may be platted as a "lot" on the recorded subdivision plat, however, these lots shall be excluded from the concept and definition of lot as used herein.

1.10 Owner. "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.

1.11 Properties. "Properties" shall mean and refer to the properties subject to this Declaration as described on Exhibit "A" attached hereto and made a part hereof, together with all and singular the rights and appurtenances pertaining thereto and any other tract or land made subject to this Declaration as a result of the recording of a Supplemental Declaration pursuant to Section 2.02 below.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

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, State of Texas, and are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

2.02 Additions to Properties. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) In the event any person or entity 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 the majority of the outstanding votes of the Association.

(b) Any additions made pursuant to Paragraphs (a) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

3.02 Voting Rights. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Owners of exempt properties as described in Section 5.09 hereof shall be Members but shall not have voting rights.

3.03 Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of paragraph (d) of this section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy at a duly called meeting.

(b) The presence at a meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of all Owners shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or the Bylaws. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements set forth below, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. In the alternative, notice may be given by email or posting on the Association's website.

(d) As an alternative to the procedure set forth above, any action referred to in this Section may be taken without a meeting if a consent in writing, approving of the action to be taken, shall be signed by all Members.

(e) Except as specifically set forth in the Bylaws, notice, voting, and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and the Declaration, as the same may be amended from time to time.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.03 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a non-exclusive right and easement of use and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every Lot; provided, however, such easement shall not give such person the right to make alterations, additions, or improvements to the Common Properties.

4.02 Title to the Common Properties. SJV has dedicated and conveyed the fee simple title to the Association for the Common Properties.

4.03 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to and limited by the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;

(b) Liens of mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by the Association to improve or maintain all or any portion of the Common Properties;

(c) The right of the Association to enter into and execute contracts with parties for the purpose of providing maintenance for all or a portion of the Common Properties or providing materials or services consistent with the purposes of the Association;

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(e) The right of the Association, as may be provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties for any period during which any assessment against a Lot owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(f) The right of the Association, subject to approval by written consent by the Member(s) having a majority of the outstanding votes of the Members, in the aggregate, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members; and

(g) The right of the Association, at any time, to make such reasonable amendments to the plat of the Properties recorded in the Map Records of Tarrant County, Texas (the "Plat"), as it deems advisable, in its sole discretion. All Members are advised that a portion of the Common Properties may be located within the platted and dedicated public rights-of-way and in connection therewith the public shall have rights of use and enjoyment of Common Properties located within the public rights-of-way.

ARTICLE V COVENANTS FOR ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. 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 to the Association (or to an entity or collection agency designated by the Association):

(a) annual maintenance assessments or charges (as specified in Section 5.03 hereof), such assessments to be fixed, established and collected from time to time as herein provided;

(b) special assessments for capital improvements and other purposes (as specified in Section 5.04 hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided; and

(c) 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 5.04 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 5.01 (hereinafter, "Assessment" or "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 fell 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 Properties 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 an Owner's by reason of foreclosure proceedings or an 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.

5.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for (i) the purpose of promoting the recreation, comfort, health, safety, and welfare of the Members and/or the residents of the Properties; (ii) managing the Common Properties; (iii) enhancing the quality of life in the Properties and the value of the Properties; (iv) improving and maintaining the Common Properties; the properties, services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes on the Common Properties; 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 for the management and supervision of, the Common Properties; (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 purposes of the Association, as stated in its Articles of Incorporation; and (viii) carrying out the powers and duties relating to the Architectural Control Committee.

5.03 Annual Maintenance Assessments.

(a) The Board of Directors shall determine the amount of the annual maintenance assessments for each year, which assessments may be used for working capital and for maintenance, repairs, and replacements of the Common Properties.

(b) Subject to the provisions of Section 5.03(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 5.03(b) hereof in excess of ten percent (10%) of the preceding year's annual maintenance assessments must be approved by the Members in accordance with Section 3.03 hereof.

(d) When the annual maintenance assessment is computed for Lots, all or a portion of such annual maintenance assessment shall be payable to the Association by the Member according to the status of the Lot owned by such Member on or before January 1 of each calendar year.

(e) The Board of Directors may provide that annual maintenance assessments shall be paid annually on a calendar year basis and be due no later than January 31st. Thirty (30) days prior to the beginning of each fiscal year (January 1st) of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year and (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. Written notice of the annual maintenance assessment 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.

(f) The annual maintenance assessments shall include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair, and/or replacement of all or a portion of the Common Properties. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments.

5.04 Special Capital Assessments and Special Individual Assessments.

(a) In addition to the annual maintenance assessments authorized in Section 5.03 hereof, the Board of Directors of the Association may levy with the approval of Members, in any calendar 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 Properties, including the necessary fixtures and personal property related thereto; (ii) maintaining portions of the Common Properties 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 Section 3.03 hereof. 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 5.04 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 comingled 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 Properties 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 im-

posed against an Owner or Owners relative to such Owner's failure 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 shall belong to and remain with the Association.

5.05 Rate of Assessments.

(a) Annual maintenance assessments (excepting therefrom special individual assessments) must be fixed at a uniform rate for all Lots and be payable as set forth herein.

(b) Special capital assessments will be levied based on the degree said improvement or benefit affects each individual lot as determined by the Board of Directors and approved by Members.

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

(a) 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.

(b) 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.

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

5.07 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, a late charge shall be assessed against the account and the Lot of the non-paying Owner for each month that any Assessment remains unpaid. The late charge shall be \$25.00 a month or any part thereof. Unless all delinquencies, including late charges and any costs of collection, are paid within 90 days from the original

due date, legal proceedings will begin to record a Notice of Assessment Lien as provided in Section 5.07(b) against the Lot of the non-paying owner and to proceed with the remedies available to the Association to collect the amounts due.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date shall, together with the late fees thereon as provided in Section 5.07(a) hereof and the cost of collection thereof, including reasonable attorneys' 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 Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties 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 lien, 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 late fees 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.

In the event a judgment is obtained, such judgment shall include late fees 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 so 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.

5.08 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.

5.09 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created in Section 5.03 and Section 5.04(a) hereof:

(a) All properties dedicated and accepted by the local public authority and devoted to public use; and

(b) All Common Properties.

5.10 Estoppel Information from Board with Respect to Assessments. The Board shall, upon demand at any time, furnish to any Owner liable for an Assessment a certificate, in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors of the Association for the issuance of such certificates.

ARTICLE VI GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. The Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Properties, the Common Properties, and the Owners, shall provide and pay for, out of the funds(s) collected by the Association pursuant to Article V above, the following:

(a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties. Expenditures for the repair or installation of capital improvements not included in the annual

maintenance budget may be paid from the reserve fund as specifically provided in Section 6.05 herein.

(b) Care and maintenance of the landscaping, screening walls, and entry features which may be constructed on the Common Properties or on private property. Maintenance includes all repair, rebuilding, or cleaning deemed necessary by the Board of Directors.

(c) Maintenance, should the Board so elect, of exterior grounds, drives, parkways, private streets, and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. The Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass, and similar improvements which are located on Lots, except for landscaping and other like improvements which are located within rear yards or side yards enclosed by solid fence which shall be maintained by the individual Lot Owner. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

(d) The services of a person or firm to manage and/or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(e) Legal and accounting services.

(f) A policy or policies of insurance ensuring the Association, Association officers, and Association directors against any liability to the public or to the Owners (and/or their invitees or tenants) incident to the operation of the Association including, without limitation, officers' and directors' liability insurance.

(g) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(i) Any other materials, supplies, insurance, or property owned by the Association and any furniture, labor, services, maintenance, repairs, alterations, taxes, or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(j) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.

(k) To enter into agreements or contracts with insurance companies, taxing authorities, and the holders of mortgage liens on one or more Lots with respect to: (i) taxes on the Common Properties and (ii) insurance coverage of the Common Properties as they relate to the assessment, collection, and disbursement process envisioned in this Declaration.

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

(m) To enter into contracts, maintain one or more bank accounts, and to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties, expressly including the power to enter into management and maintenance contracts, in accordance with the Bylaws.

(n) If, as, and when the Board, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association, and to provide adequate reserves for repairs and replacements.

(o) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by a majority of the Members in the portions affected.

(p) To make available to each Owner, within one hundred twenty (120) days after the end of each year, an unaudited annual report.

(q) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(r) If, as and when the Board, deems necessary, it may take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rule.

(s) To make Association records available to each Owner in accordance with §209.005 of the Texas Property Code.

6.02 Board Powers. The Board shall have the exclusive right to contract for all goods, services, and insurance and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. Board approval is required on any single purchase exceeding \$150.00.

6.03 Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration advisable and in the best interest of the Association, and subject to the appropriate bidding process, which shall include more than one bid.

6.04 Liability Limitations. No Member of the Association, officer of the Association or member of the Board of Directors of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the directors, officers, nor employees shall be liable for any incidental or consequential damages for failure to

inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

6.05 Reserve Funds. The Board may establish reserve funds, for such purposes as may be determined by the Board, which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association. Expenditures from any such fund will be made at the direction of the Board. The reserve fund provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the subdivision, and maintaining the subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.

ARTICLE VII INSURANCE; REPAIR AND RESTORATION

7.01 Right to Purchase Insurance. The Association shall purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

- (a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier;
- (b) Public liability and property damage insurance on a broad form basis;
- (c) Fidelity bond for all directors, officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws; and
- (d) Officers and directors' liability insurance.

7.02 Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

7.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article V of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or

replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

7.04 Destruction of improvements on Individual Lots. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause each Owner covenants and agrees to clear and remove any and all debris resulting from such damage within two (2) months after the date that the damage occurs and to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year after the date that the damage occurs, unless extension approval is granted by the majority of the Board.

ARTICLE VIII USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

8.01 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance, or which will result in the cancellation of or increase of any insurance carried by the Association. No waste shall be committed in or on the Common Properties.

8.02 Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, tenants or invitees.

8.03 Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees, incurred by the Association in connection therewith.

ARTICLE IX USE OF PROPERTIES AND LOTS; PROTECTIVE COVENANTS

The Properties and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

9.01 Public Use Permitted. Any restrictions contained herein shall not be intended to restrict or prohibit, and shall not restrict or prohibit, the State of Texas or any political subdivision thereof, from using any of the property affected hereby for public purposes, regardless of the nature of said use.

9.02 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 uses (except as expressly provided in Section 9.22 hereof).

9.03 Minimum Lot Area. No Lot shall be re-subdivided.

9.04 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 on any Lot in the subdivision shall contain a minimum of two thousand five hundred (2,500) square feet.

9.05 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 regulations of any governmental 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 purposes of applying the provisions of this Declaration. 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 the Association 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.

9.06 Setback Requirements and Building Location. All front, side and rear setbacks must be approved by the Architectural Control Committee, and must meet the requirements of the City of Southlake and the requirements of the Plat; provided, however, no structure of any kind (either dwelling or accessory structures) shall be nearer than the lesser of (i) ten percent (10%) of the width of the Lot or (ii) ten feet (10') to any inside line of any Lot. The location of the main residence on 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.

9.07 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.

9.08 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.

9.09 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.

9.10 Drainage. Neither the Association 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 waters. 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, alleys, drainage easements, or Common Properties, and in conformity with the general drainage plans for the subdivision. No dams shall be constructed, nor any other alteration or change be made in the course or flow of any waterway or drainage course crossing or abutting any Lot, without the prior written consent of the Architectural Control Committee.

9.11 Erosion Control. During the construction of improvements on the Lots and prior to the landscaping of such Lots, measures will be taken to prevent excessive erosion of Lots, causing silt to be deposited in streets and/or alleys and in the storm drainage system.

9.12 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines. 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. 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 may 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.

9.13 Construction Requirements.

(a) The exterior surface of all residential dwellings shall be constructed of glass, brick, brick veneer, stone, stone 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 shall not have less than seventy-five percent (75%) brick, brick veneer, stone, or stone veneer construction. All chimney or fireplace enclosures constructed after July 1, 1997, shall be one hundred percent (100%) brick, brick veneer, stone, or stone veneer construction. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence. No previously used materials shall be permitted on the exterior of the residential structures located within the Properties, without the prior written approval of the Architectural Control Committee.

No additions to existing homes or property shall be erected, placed, or altered on any Lot without the prior written approval of the Architectural Control Committee. The Architectural Control Committee will only approve roofing materials which are of high grade and quality and which are consistent with the external design, color, and appearance of other improvements within the subdivision. The roof pitch of any structure shall be eight inches by twelve inches (8" 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.

(b) Construction of a new single-family dwelling on any Lot shall include the placement of concrete sidewalk across the entire frontage of such Lot. Such sidewalks shall be constructed in conformity with the then existing ordinances, standards, and codes promulgated by the City of Southlake and maintained by the Lot owner.

(c) Each residential structure shall have installed on the outside wall thereof a service riser conduit, the location and length of such conduit to be subject to the written approval of the Architectural Control Committee.

(d) No above ground-level swimming pools or hot tubs shall be installed on any Lot.

(e) 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 plumbing fixtures installed and operational, all cabinet work, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not 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.

(f) No projection of any type shall be placed or permitted to remain above the highest point of 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.

(g) Any additions to existing homes or property shall require prior written approval from the Architectural Control Committee and must be consistent with the architectural design of the present structure. The addition must maintain consistent architectural components such as roof pitch, building material, gables, etc.

9.14 Building Permits. The Building Inspector of the City of Southlake or other municipal authority is hereby authorized and empowered to revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected on any Lot, if such improvements do not conform to and comply with these Covenants and Restrictions.

9.15 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. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. No garage shall face a residential street or any of the Common Properties. Porte cocheres must be approved in writing by the Architectural Control Committee.

9.16 Landscaping and Sprinkler System. 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. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition.

9.17 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. No fence, wall or hedge shall be erected, placed or altered on

any Lot nearer to any street than the minimum building setback line indicated on the Plat, unless otherwise permitted by the Architectural Control Committee and in accordance with the requirements of the City of Southlake. No fence, wall or hedge shall exceed eight (8) feet in height or be less than six (6) feet in height unless otherwise specifically required by the City of Southlake or expressly approved by the Architectural Control Committee. No chain link fence or other wire type fence shall be erected on any Lot. Pool equipment and wood piles must be enclosed within fences, walls and/or landscaping so as not to be visible from the adjoining lots and residential streets. Upon submission of a written request, the Architectural Control Committee may permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where, in the opinion of the Architectural Control Committee the fence or wall is an integral part of the home. Fencing shall be constructed in accordance with the following restrictions based on the location of such fencing.

(a) Front Yard Fencing. Fencing will be allowed to extend from the perimeter of a dwelling to the side or rear property lines; provided, however, in connection with fencing from the perimeter of a dwelling to the side property lines, such fence shall be set back at least ten feet (10') from the primary perimeter dwelling wall facing the street. Wrought iron, brick, or stone fencing may start as close as the front corners of the primary perimeter dwelling wall facing the street. All fencing shall be of construction identical to the type of construction used on the residence located on such Lot or of wrought iron or, if of wood material, is of spruce material or better, has slats which are installed vertically only (not horizontally or diagonally), is no higher than eight (8) feet, and is stained (not painted) on any surface facing a street, Common Properties, or adjoining Lot. The approved stain color for wood fencing will be provided by the Architectural Control Committee. The only allowed color for wrought iron is black. Brick color must match the brick color of the residential structure on the same lot.

(b) Side and Rear Yard Fencing - Fencing between Lots shall be wrought iron or wood material, provided that such wood fence (i) is of spruce material or better, (ii) has slats which are installed vertically only (not horizontally or diagonally), (iii) is no higher than eight (8) feet, and (iv) is not painted. However, such fencing may be stained with the approved stain colors from the Architectural Control Committee. Sample stain colors are available from members of the Architectural Control Committee.

9.18 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. If the Owner fails to make such provisions, the Association may do so and assess the costs thereof to the Owner. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Southlake, Texas, and/or the Association, 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, plastic or masonry materials, 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. 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. No trash or recycle receptacle shall be visible to the street except on the evening prior to collection days and collection days.

9.19 Exterior Lighting. No exterior light, including landscape lighting, shall be installed or maintained on any Lot without the prior written approval of the Board. Further, and notwithstanding such prior written approval, upon being given notice by the Board 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.

9.20 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.

9.21 Antennas Restrictions. No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free-standing antennas of any style be permitted. All radio or television aerial wires or antennas must be built within the main structure and must not be visible from outside of such structure. The location of all satellite dishes shall be subject to the prior written approval of the Architectural Control Committee. No satellite dish shall be visible from public streets, Common Properties or adjoining Lots.

9.22 Temporary Structures and Vehicles. With the exception of tool sheds, approved by the Architectural Control Committee, 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 on any Lot from another location. Any truck, bus, boat, boat trailer, trailer, mobile home, camp mobile, camper, or any vehicle other than conventional automobile must, if brought within the Properties, be stored, placed, or parked within the garage of the appropriate Owner and concealed from view from adjoining Lots, Common Properties, or public streets. Boats and recreational vehicles may be located in the driveway of Lots no longer than forty-eight (48) hours per calendar month for cleaning and/or maintenance.

9.23 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 is permitted.

9.24 Signs. No signs or flags shall be displayed to the public view on any Lot without the prior written approval of the Board, except for the following: (i) Contractor signs may remain in the yard for a period of ten (10) days after the completion of the contracted work; (ii) patriotic flags not exceeding 4'X 6', i.e. the flag of the United States of America; the flag of the State of Texas; an official or replica flag of any branch of the United States armed forces; flags of schools or universities; and (iii) religious signs or flags the display of which is motivated by the Lot Owner's sincere religious belief. However, no flag or sign the display of which is motivated by a religious

purpose shall (i) threaten the public health or safety; (ii) violate a law; (iii) contain language, graphics, or any display that is patently offensive to a passerby. 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 in effect on the date of installation (said standards are to be incorporated herein by reference), as such standards may be applicable to the Properties.

9.25 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.

9.26 Drilling and Mining Operations. No oil drilling, water 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, natural gas or water shall be erected, maintained or permitted upon any Lot. Horizontal drilling from bore holes originating outside the Properties are permitted.

9.27 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 shall be raised, bred, or kept on any residential Lot, except that dogs and cats (not to exceed three (3) adult animals) may be kept, provided that they are not kept, bred, or maintained for commercial purposes. If a Member desires another pet other than a dog or cat, the member must make a written request to the Association prior to bringing that animal onto any Lot.

9.28 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 incident 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 and edged on a regular basis sweeping or blowing clipping onto the property and off the streets and walkways;
- (iii) Tree and shrub pruning,
- (iv) Watering landscaped areas;
- (v) Keeping exterior lighting and pool maintenance equipment in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;

- (vii) Keeping parking areas, driveways and sidewalks in good repair. Complying with all government health and police requirements;
- (viii) Repair of exterior damages to improvements;
- (ix) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association; and
- (x) Repainting of improvements.

(b) If, in the opinion of the Board, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Board may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Board for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Board through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

(c) If, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Board shall have the authority and right to go onto the Lot of such Owner for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum up to two (2) times the actual cost to the Board for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, the Board shall have the right and authority to mow and clean the Lot, as aforesaid.

(d) The Owners and occupants (including lessees) of any Lot on which work is performed pursuant to Sections 9.28(b) and (c) above shall, jointly and severally, be liable for the cost of such work [such costs constituting a special individual assessment as specified in Section 5.04(b) hereof] and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against that portion of the Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

(e) The owners/occupants of any Lot on which a swimming pool has been constructed are not allowed to backwash/drain any pool water into adjoining properties. The acceptable method of draining/backwashing is to pump the water into the street toward the city storm drainage system.

ARTICLE X
ARCHITECTURAL CONTROL COMMITTEE

10.01 Architectural Control Committee. The Architectural Control Committee (hereinafter, "Committee") shall be composed of three (3) or more individuals selected and appointed by the Board of Directors for a period of two (2) years but can be extended by the Board. 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. No member of the Committee, shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of 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 Board of Directors has the 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 Board shall be effective upon recordation of a written instrument properly reflecting same in the Office of the County Clerk of Tarrant County, Texas.

10.02 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, 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 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.

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; provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described in Section 10.03 hereof, nor shall any failure of the Committee to act on

a variance request within any particular period of time constitute the granting or approval of any such variance request.

The Committee is authorized and encouraged to consider and recommend 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.

10.03 Variances. Upon submission of a written request for same, the Committee may, from time to time, permit Owners to construct, erect, or install improvements which are in variance from the architectural standards, the Covenants and Restrictions. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community; provided, however, in no event shall any such variance reduce required floor area by more than ten percent (10%). No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants and Restrictions. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variance being granted.

10.04 Nonconforming and Unapproved Improvements. The Association 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 Association 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.

10.05 No Liability. The Association shall only be liable in damages to any Owner by reason of gross negligence related to the Association's failure to approve or disapprove any such plans or specifications submitted to the Architectural Control Committee. 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 Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications.

10.06 Solar Energy Devices. The Association and Architectural Control Committee shall not enforce any covenant, restriction, or guideline herein to the extent said covenant, restriction,

or guideline violates the provisions of § 202.010 of the Texas Property Code. All solar devices must meet the City of Southlake Ordinance and may not be visible to a neighbor or street.

ARTICLE XI EASEMENTS

11.01 Ingress and Egress by the Association. The Association shall, at all times, have full rights of ingress and egress over and upon each Lot, but not including the improvements upon those Lots, for the maintenance and repair of each Lot and the Common Properties in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the Association.

11.02 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, lines 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.

11.03 Reservation of Easements. Easements over the Lots and Common 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 Association, together with the right to grant and transfer same.

11.04 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 Association 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 ease

ments 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.

11.05 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 Common Properties, including but not limited to private streets, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.

11.06 Universal Easement. The Owner of each Lot is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, 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.

ARTICLE XII GENERAL PROVISIONS

12.01 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association 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 Members entitled to cast seventy-five percent (75%) of the votes of the Association, in the aggregate 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.

12.02 Amendments. Notwithstanding the terms and provisions of Section 12.01 hereof, this Declaration may be amended, modified, and/or changed upon the express written consent of at least super majority (2/3) of the outstanding votes of all Members of the Association.

Any and all amendments to this Declaration shall be recorded in the Office of the County Clerk of Tarrant County, Texas. Notwithstanding the prior provisions of this Section 12.02, the Board of Directors 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 clarification only.

12.03 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 Association 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.

12.04 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 Restrictions which shall remain in full force and effect.

12.05 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.

12.06 Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when emailed to the Member or Owner, posted on the Association's website, or deposited in the United States mail, postage prepaid, addressed 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. Any notice or other correspondence required to be given by the Association, Board, a Member, an Owner, or other person herein can be delivered to the intended recipient via mailed letter, fax, email, or posting on the Association's website. However, any Member or Owner can provide a written letter to the Board indicating that they desire to receive any future notice or correspondence from the Board via written mail. The Board shall follow a Member or Owner's mailed written request to receive any notice or correspondence by other than electronic means.

12.07 Notices to Mortgagees. If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Declaration.

12.08 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners, subject only to applicable court orders.

12.09 Termination of and Responsibility of SJV. SJV has conveyed all of its right, title and interest in and to the Properties and assigned all of its rights, benefits and obligations as SJV to Southview. Therefore, SJV is relieved of the performance of any further duty or obligation hereunder, and the Association shall be obligated to perform all such duties and obligations of SJV.

12.10 Owner's Contact Information. Each Owner shall provide the Board the Owner's current (1) telephone number, (2) mailing address, and (3) email address. Every Owner has a duty to promptly notify the Board, in writing, of any change to the Owner's current (1) telephone number, (2) mailing address, and (3) email address.

12.11 Tenants: Required Notice. Each Owner shall provide prompt notice to the Board upon executing a lease for the rental of the Owner's property. The foregoing notice shall include the leasing tenant's (1) name, (2) telephone number, (3) mailing address, and (4) email address.

CERTIFICATION

I, the undersigned, am the duly elected and acting President of SOUTHVIEW HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, and I do hereby certify:

That the within and foregoing Covenants were adopted as the Covenants of said corporation as of December 6, 2023, that the same do now constitute the Covenants of said corporation, and that they have not been modified, amended nor rescinded.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of December 6, 2023.



Mark W. Werner
President, Southview Homeowners Association, Inc.

State of Texas
County of Tarrant

BEFORE ME, the undersigned Notary Public, on this day personally appeared Mark W. Werner, President of Southview Homeowners Association, Inc, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF THE OFFICE on this 16 day of Dec, 2023.


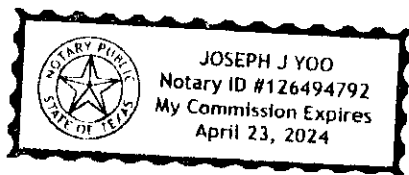

Notary Public, State of Texas

EXHIBIT A

Lots 1 through 20, Block 1; Lots 1 through 9, Block 2; Lots 1 through 6, Block 3; and Lots 1 through 17, Block 4 of SOUTHVIEW, PHASE I, an Addition to the City of Southlake, Tarrant County Texas, according to Plat recorded in Cabinet A, Slide 784, Plat Records, Tarrant County, Texas

Lots 21 through 30, Block 1; Lots 1 through 12, Block 5; Lots 1 and 2, Block 6, SOUTHVIEW, PHASE II an addition to the City of Southlake, Tarrant County, Texas according to Plat recorded in Cabinet A, Slide 1350, Plat Records, Tarrant County, Texas.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
12/20/2023 12:48 PM

D223224769
RESTRICTION
Pages: 33
Fees: \$147.00


MARY LOUISE NICHOLSON
COUNTY CLERK