

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
BELLE MEADOWS**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLE MEADOWS (Phase 1) (this "Declaration ") is made as of the 6 day of June, 2003, by RAINTREE HOMES, INC. ("Declarant").

**RECITALS**

- A. Declarant is the owner of certain land (the "Property") situated in the City of Cleburne, Johnson County, Texas, which is described on Exhibit "A" attached hereto and incorporated herein by this reference.
- B. Declarant has subdivided the Property for development as a residential community known as "Belle Meadows" pursuant to a certain Final Plat of Belle Meadows recorded in Volume 8, Pages 988-990 of the Plat Records of Johnson County, Texas. Declarant's ownership of the Property is subject to the dedications set forth on said Final Plat, which creates approximately one hundred seventy-one (171) residential lots, and public streets,
- C. Declarant intends that the Property shall be improved in accordance with a common scheme and general plan, and in the covenants, conditions, restrictions, easements, liens, charges, assessment and equitable servitudes set forth herein, which are for the benefit of the Property and each owner thereof.
- D. Declarant deems it desirable to incorporate Owners Association of Belle Meadows, as a non-profit corporation, under the laws of the State of Texas, for the purposes of administering and enforcing the limitations, covenants, conditions, restrictions, easements, liens and equitable servitudes created by or imposed in accordance with the provision hereof, collecting and disbursing the assessments and charges imposed in accordance with the provision hereof, and exercising such other powers as may be authorized by the Declaration, by law, or by its Articles of Incorporation and Bylaws.

NOW THEREFORE, Declarant hereby declares as follows:

**ARTICLE I-DEFINITIONS**

The following terms shall have the following meanings when used in this Declaration:

- 1.1 Association. "Association" means Owners Association of Belle Meadows, a Texas non-profit corporation, its successors and assigns.
- 1.2 Board. "Board" means the Board of Directors of the Association.

- 1.3 Builder. "Builder" means a person who acquires a Lot for the purpose of constructing a dwelling thereon for sale to another person.
- 1.4 City. "City" means the City of Cleburne in Johnson County in the State of Texas
- 1.5 Committee. "Committee" means the architectural control committee established and empowered as provided in Article VIII hereof.
- 1.6 Common Area. "Common Area" means all property, whether improved or unimproved, real and personal, or any easement, use, right, maintenance, obligation, or other property right or obligation therein, owned or held by the Association for the common use, enjoyment, or obligation of its Members, including without limitation, any Project entrance monuments, right-of-way, landscaping, irrigation (sprinkler) systems, and such other Improvements and facilities lying within or upon land owned by the Association or any easements for the benefit of the Association or lying within dedicated public easements or rights-of way within or adjacent to the project as may be designated by the City for Association maintenance or as deemed appropriate by the Board by the preservation, protection and enhancement of the Project. Common Area includes all property described as common area on the plat of Belle Meadows.
- 1.7 County. "County" means Johnson County in the State of Texas.
- 1.8 Declarant. "Declarant" means Raintree Homes, Inc. and any successor or assignee to whom it assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the official records of the County.
- 1.9 Declaration. "Declaration" means this Declaration and all amendments or supplements hereto.
- 1.10 Improvement. "Improvement" means every improvement, structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, poles, signs, exterior air conditioning, antennas, towers, and any facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
- 1.11 Lot. "Lot" means any numbered lot or plot of land together with any improvements thereon, as delineated by the recorded final subdivision plat of Belle Meadows which contains or is intended to contain a single family residential dwelling. References in this declaration to specific numbered lots are to such recorded subdivision Plat.

- 1.12 Member. "Member" means a member of the Association.
- 1.13 Owner. "Owner" means the record owner, whether one or more person or entities, of a fee simple title to any Lot, and shall include Declarant as to any Lot owned by Declarant. "Owner" shall not include any person or entity who holds an interest in a Lot merely as security for the performance of an obligation or as a tenant
- 1.14 Property. "Property" means the land which is described on Exhibit "A".
- 1.15 Project. "Project" means the planned community which shall be developed and constructed as Belle Meadows a subdivision of the Property into approximately 171 lots and streets pursuant to the Final Plat bearing said name and recorded in the Plat Records of the County.

## ARTICLE II- SUBMISSION AMENDMENT

- 2.1 Submission. The Property shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to each and all of the limitations, covenants, conditions, restrictions, easements, liens, charges, assessments, and equitable servitudes set forth herein, all of which are declared to be (i) in furtherance of a common scheme and general plan for the development, improvement and maintenance of the Project and (ii) for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Project. All of the limitations, covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth herein shall run with, be binding upon and inure to benefit of the Property, shall be binding on and inure to the benefit of each and every person having or acquiring any right, title or interest in the Property, shall be binding upon and inure to the benefit of the successors in interest of such person, and shall inure to the benefit of the Association its successors and assigns.
- 2.2 Incorporation of Declaration into Instruments. Any deed or other instrument by which the Property or any portion thereof is conveyed shall be subject to the provisions of this Declaration and shall be deemed to incorporate the provisions of this Declaration, whether or not the deed makes reference hereto.
- 2.3 Term. This Declaration shall remain in force for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless sooner terminated by the affirmative vote of a least seventy-five percent (75%) of all votes of the Members of the Association; provided, however that no termination shall be valid or effect without joinder of Declarant until Declarant no longer owns any Lot within the Property.

- 2.4 Amendment. Declarant shall have and reserves the right at any time and from time to time as long as Declarant owns a lot in the Subdivision, without the consent of other Owners or the representatives of any mortgagee to amend this Declaration for the purpose of: (a) securing to the Owners the benefits from technological advances, such as security, communications, or energy-related devices or equipment that did not exist or were not in common use in similar subdivisions at the time this Declaration was adopted; (b) prohibiting the use of any device or apparatus developed or available for use following the date of this Declaration, if the use of such device or apparatus would adversely affect the Association or the Subdivision or would adversely affect the property values within the Subdivision; or (c) clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors, or omissions herein; provided, however, that no such amendment shall change the voting rights of the Declarant or other Members, annexation rights of Declarant, any Owner's proportionate share of Assessments, or the property description of any Owner and such Owner's mortgagee who do not join in the execution of such correction instrument. Any such amendment shall become effective upon the recordation of a written instrument setting forth such amendment in the Official Public Records of Real Property of Johnson County, Texas.
- 2.5 Right To Annex. Declarant shall have the right to annex to the Property and thereby bring within the scheme of this Declaration, subject to the jurisdiction of the Association, any land (or any land hereafter annexed to the Property pursuant to the provisions hereof). Any annexation shall be made by recordation in the Real Property Records of the County of a Supplemental Declaration covering the land to be annexed. This Supplemental Declaration shall describe the land to be annexed and shall state that annexation is being made pursuant to this Declaration for the purpose of extending the jurisdiction of the Association to cover the land being annexed. The Supplemental Declaration may contain such complementary additions and modifications to the terms of this Declaration as may be necessary or desirable to reflect the different character, if any, of the land being annexed and as are not inconsistent with the general scheme of this Declaration, Annexation shall be effective upon recordation of the Supplemental Declaration.

### ARTICLE III-MEMBERSHIP AND VOTING RIGHTS

- 3.1 Governing Body. The Association shall be the governing body for all Owners with respect to the management, administration, maintenance, repair and replacement of the Project, as provided by this Declaration and the Articles of Incorporation and the Bylaws of the Association.
- 3.2 Membership. Membership in the Association shall be composed of and limited to Owners. Each Owner, including Declarant, shall automatically be a Member of the Association and entitled to vote as set forth below. Membership shall be

appurtenant to and may not be separated from ownership of a Lot. Upon termination of ownership, an Owner's membership shall automatically terminate and be automatically transferred to the new owner of the Lot.

3.3 Voting. The Association shall have two (2) classes of voting membership.

Class A. Class A member(s) shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Holders of future interests not entitled to present possession shall not be considered as Owners for the purposes of voting hereunder.

Class B. The Class B member(s) shall be Declarant, or its successors or assigns, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier in time:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership including duly annexed areas; or
- (b) on January 1, 2020.

3.4 Board of Directors. Subject to the provisions of Section 3.7, the Members of the Association shall elect the Board, and the Board shall, by majority rule, conduct all of the business of the Association, except when membership votes are required pursuant to this Declaration or pursuant to the Articles of Incorporation or Bylaws of the Association.

3.5 Bylaws. The Association may make and enforce whatever rules and Bylaws it deems desirable to govern the Association and its members, including, without limitation, enforcement through the imposition of fines; provided, however, any conflict between such Bylaws and the provisions hereof shall be controlled by the provisions hereof.

3.6 Inspection Rights. Each Owner shall have the right to inspect and examine the books, records, and accounts of the Association at reasonable times upon reasonable written notice provided that such inspection and examination shall be at such Owner's sole cost and expense.

3.7 Control by Declarant. Notwithstanding any other provision to the contrary in this Declaration or the Articles of Incorporation or the Bylaws of the Association.

Declarant hereby retains the right to appoint and remove any and all directors comprising the Board and any officer or officers of the Association until ninety (90) days after the earlier of (i) the conveyance by Declarant of all Lots in the Project (without specific assignment by Declarant of its rights hereunder), or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers as evidenced by an instrument setting forth such surrender, referring to this Declaration, executed by Declarant and recorded in the Real Property Records of the County. Upon the expiration or termination of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provision of this Section, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots; and a special meeting of the Association shall be called for and held within ninety (90) days from the expiration of Declarant's rights hereunder. At such special meeting the Owners shall elect a new Board which shall undertake the responsibilities of running the Association and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association as well as any agreements or contracts executed by or on behalf of the Association which may still be in effect or operation.

#### ARTICLE IV. COVENANTS FOR ASSESSMENTS

- 4.1 Covenant to Pay Assessments; Lien. Subject to the terms of this Article, Declarant, for each Lot owned by Declarant, hereby covenants to pay, and every Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay, to the Association such regular annual assessments or charges and such specific assessments or charges as may be levied by the Association pursuant to the provisions of this Declaration. The amount of any such annual or special assessment plus any other charges thereon, such as interest, late charges and costs (including attorney's fees), as such may be provided in this Declaration, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes, or (b) liens for all sums unpaid on a debt validly secured by a mortgage or deed of trust duly recorded in the land records of the County (and all amounts advanced pursuant to such mortgage or Deed of Trust and secured thereby in accordance with the terms of such instrument).

All other persons acquiring liens or encumbrances on any Lot shall be deemed to consent that such liens or encumbrances are inferior to the lien provided herein to secure the payment of future assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

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 the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment therefor. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial or nonjudicial foreclosure proceedings in accordance with Tex. Prop. Code Ann. Section 51.002 et seq. (Vernon 1984), as it may be amended (the "Foreclosure Statute"), in like manner for any Deed of Trust on real property. In connection with the lien created herein, each Owner of a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other conveyance to such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute and willingly grants to the Association the express right to appoint a Trustee to act on behalf of the Association from time to time. Unless otherwise specified by the Association, the Trustee shall be Ron Patterson.

The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the same. The Association may sue for unpaid assessments and other charges without foreclosing on or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of a mortgage or deed of trust lien shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the mortgage or deed of trust shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be common expenses collectible from Owners of all Lots subject to assessment under this Declaration, including such acquirer, its successors and assigns.

- 4.2 Personal Obligation. Each regular annual or special assessment, together with any late charges, interest, collection costs and reasonable attorney's fees, shall be the personal obligation of each person or entity, other than the holder of a mortgage or deed of trust lien, who held an ownership interest in the Lot at the time such assessment was levied. If more than one person or entity held an ownership interest in the Lot at such time, the personal obligation to pay such assessment or installment respecting such Lot shall be both joint and several. No Owner may exempt himself from payment of assessments, or installments, by abandonment or leasing of his Lot. The personal obligation for delinquent assessments shall not pass to the successor Owner unless expressly assumed by such successor Owner.

4.3 Use of Assessments. Regular annual or special assessments paid by Declarant and other Owners shall be used to pay for operation, maintenance, preservation, enhancement, repair and improvements of the Common Area, other purposes reasonably related to the foregoing. In addition, such assessments shall be used to pay the cost of administration of the affairs of the Association to the extent properly allocable to the performance and exercise of the Association's duties and powers under this Declaration. The foregoing is intended as an authorization to the Association and shall not be construed to require expenditure of Association funds for any particular purpose.

4.4 Reserve Funds. The Board may, but shall not be obligated to establish and maintain reserves for Common Area replacements and maintenance. Funds deposited in reserve for a particular purpose shall be held for that particular purpose and shall not be expended for any other purpose, except that if the Board determines that funds held in reserve, for a particular purpose exceed an amount reasonably required as a prudent reserve for that purpose, then, without the vote or written consent of Members, the excess may be allocated to any other reserve fund established by the budget of the Association and expended for the purpose for which such other reserve fund has been established.

4.5 Regular Assessments.

(a) The regular annual assessment for the first assessment year shall be a maximum as set out below:

<u>Block No.</u>	<u>Lot No.</u>	<u>Square Footage</u>	<u>Maximum Assessment Amount</u>
Block A	Lots 1-20	1800 square feet	\$120.00
Block C	Lots 1-16	1800 square feet	\$120.00
Block E	Lots 1-16	1800 square feet	\$120.00
Block H	Lots 1-16	1800 square feet	\$120.00
Block J	Lots 1-6	1800 square feet	\$120.00
Block K	Lots 1-16	1800 square feet	\$120.00
Block N	Lots 1-12	1800 square feet	\$120.00
Block O	Lots 29-32	1800 square feet	\$120.00
Block R	Lots 1, 37-42	2100 square feet	\$180.00
Block S	Lot 1	2100 square feet	\$180.00
Block T	Lots 1-5	2400 square feet	\$240.00
Block U	Lots 1-16	2400 square feet	\$240.00
Block V	Lots 4-14	2400 square feet	\$240.00



Block V	Lots 51-71	2400 square feet	\$240.00
Block W	Lots 9-12	2400 square feet	\$240.00

If an assessment year shall have fewer than twelve months, the Maximum Assessment Amount shall be appropriately prorated for the shorter period. For every assessment year after the first, the Maximum Assessment Amount shall automatically increase to One Hundred Ten Percent (110%) of the Maximum Assessment Amount for the preceding assessment year.

- (b) The Board shall fix the amount and due date of the regular annual assessment, the assessment applicable for the previous assessment on a yearly basis at least sixty (60) days in advance of each assessment year; provided, however, that the amount of the regular annual assessment for the first assessment year shall be the Maximum Assessment Amount as set forth in 4.5A; and provided further that the Board may not impose a regular annual assessment which is more than the applicable Maximum Assessment Amount for such assessment year without the vote of Declarant (so long as Declarant owns a lot) and at least sixty-seven percent (67%) of the Members of the Association other than Declarant, who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present. The notice and quorum requirements of such meeting shall be the same as those set forth in Section 4.6 for special assessments. Written notice of the regular annual assessment shall be sent to every Owner who is not present at the time the regular annual assessment is so fixed. If the Board fails to so fix the regular annual assessment the assessment applicable for the previous assessment year shall remain in effect until the Board shall fix a new regular annual assessment. Regular annual assessments shall be payable annually on the first day of each January or at such other time as the Board may fix, and may be payable in periodic (including quarterly or semi-annual) installments if the Board so determines. The Association shall, upon demand, and for a reasonable charge, furnish to any person having a legitimate interest a certificate signed by an officer of the Association stating whether the regular annual assessment and special assessments, if any, on a specified Lot have been paid and, if not, the amount due.

- 4.6 Special Assessments. In addition to the regular annual assessments authorized herein, the Board may levy in any assessment year, a special assessment against all Owners applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvements and related fixtures and personal property on or comprising a part of the Common Area; provided, however, that such special assessment shall have been approved by vote of Declarant and at least sixty-seven percent (67%) of the votes of the Members other than Declarant, who are voting, in person or by proxy,

at a meeting duly called for such purpose not less than ten (10) days nor more than fifty (50) days in advance of such meeting. At the first such meeting called, the presence of Members (in person or by proxy) entitled to cast fifty-one percent (51%) OF ALL THE VOTES OF THE Members, other than Declarant, shall constitute a quorum. If required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No meeting shall be held more than fifty (50) days following the preceding meeting.

- 4.7 Allocation of Assessments. Except as otherwise provided in this Declaration, all regular and special assessments shall be levied equally against all Owners.
- 4.8 Commencement of Assessments. The regular annual assessments provided for herein shall commence as to all Lots in the Property on the first day of the month next following the conveyance of the first Lot by Declarant. The first assessment year shall be the period commencing on the date regular annual assessments commence and ending on December 31 next following. The regular annual assessment for the first assessment year shall be prorated from the amounts fixed by the Board for a full twelve- month year, based on the number of months to be contained in the first assessment year. Subsequent assessment years shall be each successive calendar year, provided, however, that at any time the Board may change the assessment year to correspond to a fiscal year selected by the Board.
- 4.9 Revised Assessments. Subject to the provision of Section 4.5, if at any time during the course of any year the Board shall deem the amount of the regular annual assessment to be inadequate or overadequate by reason of a revision of its estimate of either expenses or income or otherwise, the Board shall have the right, at a regular or special meeting, to revise the regular annual assessment for the balance of the assessment year, but not above the maximum assessment allowed. Any such revised assessment shall become effective on the first day of the month next following the date of adoption, and additional amounts payable shall be due (or refunds of overages shall be made by the Association) at such time as determined by the Board.
- 4.10 Delinquent Assessments; Fines; Remedies. Any assessment not paid within thirty (30) days after the due date shall be delinquent, and shall bear interest from the due date until paid in full at the rate of ten percent (10%) per annum, but in no event in excess of the maximum rate allowed by Texas law. The Board may require that any delinquent assessment bear a late charge to cover administrative expenses incurred as a result of the late payment of the assessment. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

- 4.11 Subordinated Lien to Secure Payment. Deleted intentionally.
- 4.12 Declarant Assessment. Option to Pay Deficit. Notwithstanding any provision of this Declaration to the contrary, so long as Declarant owns any Lot, Declarant may annually elect to pay to the Association either;
- (a) The annual assessments established under Section 4.5 hereof for each Lot which it owns until such time as a Lot is conveyed to an Owner; or
  - (b) The difference between the amount of assessment collected on all Lots (other than Declarant's Lots) subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. Unless the Declarant otherwise notifies the Board, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. To secure this obligation, the Association shall have lien rights as provided in Section 4.1 hereof, against the Lots owned by Declarant.

#### ARTICLE V- EASEMENTS

- 5.1 Utility Easements. Any easement for installation, maintenance, use or repair of public utilities or drainage facilities which are dedicated on any final subdivision plat of the Project or created in some other way shall be kept free of buildings, and within such easements no structure shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, use or repair of such public utilities or drainage facilities, or which may damage, interfere, or change the direction or flow of drainage in the easements. All such easements at all times shall be accessible to Declarant until the Project is completed and at all times shall be accessible to all persons installing, repairing, using or maintaining such utilities and drainage facilities.
- 5.2 Association Easements.
- (a) The Association is granted the right and easement to maintain, repair, replace and reconstruct any Project entrance monument and related facilities, including without limitation, landscaping, lighting and irrigation systems, in substantially the same location as originally installed. The Association is also granted the right and easement to maintain the pond (and all facilities, including a well and pump facilities if any,) as shown on the Plat. Such easement rights shall include the right of access upon and across any portion of the Project as may be reasonably necessary to allow the performance of any such maintenance, repair, replacement, or reconstruction to any portion of such entrance monument easement area.

- (b) The Association is granted the right and easement to enter upon any easement area granted, dedicated or reserved for the benefit of the Association, to maintain, repair, replace and reconstruct any improvements or other facilities within any easement area.

5.3 Special Pond Rights. Deleted Intentionally.

5.4 Rights of Governmental Authority. Any governmental authority or agency, including, but not limited to the City and the County, provisions their agents, and employees, shall have the right of immediate access to the Common Area at all time if necessary for the preservation of public health, safety and welfare; provided, however, that neither the City nor the County shall be responsible for any construction or maintenance in the Common Area. Notwithstanding the above, in the event the City, through its officers, agents, servants, or employees, determines that the Common Area is not being properly maintained in a manner necessary to protect the public health, safety, and welfare, the City may direct the Association to remedy such condition within a reasonable period of time as determined by the City. If such condition has not been properly repaired or remedied within the prescribed time period, the City may perform the necessary work and all costs associated therewith will be paid by the Association. It is specifically understood that the Declarant is installing non-conventional street and traffic signs in the Project at Declarant's sole cost and expense. In the event such non-conventional street and traffic signs are damaged or removed and the Association does not take necessary steps to repair or replace such damaged or missing signs in a reasonable period of time as instructed by the City, the City may remove such signs and install standard signs and all costs related thereof will be paid by the Association.

#### ARTICLE VI. INSURANCE, REPAIR AND RESTORATION

6.1 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Area and any improvements thereon or 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 Common Area. 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.
- (b) Public liability and property damage insurance on a broad form basis.

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- (c) Fidelity bond for all officers and employees of the Association having control over the receipt and disbursement of funds.
  - (d) Officers' and directors' liability insurance.

- 6.2 Insurance Proceeds. The Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of the property, real or personal, covered by such insurance. Any balance from the proceed of insurance paid to the Association, as required in this Article VI, 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 Areas.
- 6.3 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Board of Directors of the Association may levy a special assessment as provided in Article IV of this Declaration to cover the deficiency.

### ARTICLE VII- USE RESTRICTIONS

The Property (and each Lot situated therein) shall be occupied and used as follows:

- 7.1 Residential Use. All Lots shall be used for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (i) detached single-family residence, which residence may not exceed two (2) stories in height, and a private garage as provided below, and barns and outbuildings approved by the Committee.
- 7.2 Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.
- 7.3 Garages. Each residence shall have a private garage suitable for parking not less than two (2) standard automobiles and, unless otherwise permitted by the Committee (hereinafter defined). Lots in Block A, C, E, H, J, K, N and O, Phase I, Belle Meadows Subdivision, may have an attached front entry garage which will conform in appearance, design and materials to the main residence; otherwise, on all other lots, each garage shall be attached to such residence, or placed to the side or rear of the Lot and conform in appearance, design, and materials to the main residence. All garages (other than those in Block A, C, E, H, J, K, N and O, Phase I, Belle Meadows Subdivision), shall be side or rear entry except detached garages located to the rear of the residence. No garage shall be enclosed or otherwise altered to prevent the parking of at least two (2) conventional automobiles completely within such garage unless an additional garage is constructed which meets the standards of this Article VII, and is approved by the Committee.



- 7.4 Driveways. Deleted Intentionally
- 7.5 Minimum Finished Floor Elevation. No residence shall be constructed unless in compliance with the minimum required finished floor elevation as set forth on the recorded Plat of the Project (which minimum required finished floor elevation is not less than one (1) foot above the 100-year flood plain). No building or filling shall be located within a floodway without the approval of the City.
- 7.6 Floor Area Restrictions. The total air conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than as specified below:
- |         |               |                  |
|---------|---------------|------------------|
| Block A | Lots 1-20     | 1800 square feet |
| Block C | Lots 1-16     | 1800 square feet |
| Block E | Lots 1-16     | 1800 square feet |
| Block H | Lots 1-16     | 1800 square feet |
| Block J | Lots 1-6      | 1800 square feet |
| Block K | Lots 1-16     | 1800 square feet |
| Block N | Lots 1-12     | 1800 square feet |
| Block O | Lots 29-32    | 1800 square feet |
| Block R | Lots 1, 37-42 | 2100 square feet |
| Block S | Lot 1         | 2100 square feet |
| Block T | Lots 1-5      | 2400 square feet |
| Block U | Lots 1-16     | 2400 square feet |
| Block V | Lots 4-14     | 2400 square feet |
| Block V | Lots 51-71    | 2400 square feet |
| Block W | Lots 9-12     | 2400 square feet |
- 7.7 Building Materials-Exterior Items and Surfaces. The total exterior wall area of the main residential structure on a Lot shall be not less than eighty five percent (85%) and the total exterior wall area of the first floor of such structure shall be not less than one hundred (100%), brick, brick veneer, stone, stone veneer, masonry or other material approved by the Committee. Roofing shall be constructed of composition material of grade at least equal to a "twenty-five year shingle" as defined by industry standards, unless specifically approved otherwise by the Committee in writing before installation. Unless otherwise approved by the Committee, roof pitch shall be a minimum of 8/12 for one-story roof and 8/12 for two story roof.

- 7.8 Chimneys. All fireplace flues shall be constructed of materials architecturally compatible with the finish material of the exterior walls of the dwelling or as otherwise approved by the Committee.
- 7.9 Fences and Walls. With the exception of all Lots bordering the pond in Block U of Belle Meadows, any fence or wall must be constructed of wood, "wrought iron" style tubular steel, masonry, brick or other material approved by the Committee. No portion of any fence shall exceed seven (7') feet in height. No structural support of any fence shall be placed on the side of the fence facing any street or common area. The owner of a Lot in Block U of Belle Meadows which borders the pond, shall be required to construct a six (6') foot "wrought iron" fence along the rear boundary of such Lots, which fence shall be standardized and be of such design as may be approved by the Committee.
- 7.10 Sidewalks. Sidewalks are required in the front of the following lots:

Block A	Lots 1-20	Block N	Lots 1-12
Block C	Lots 1-16	Block O	Lot 29-32
Block E	Lots 1-16	Block R	Lots 1, 37-42
Block H	Lots 1-16	Block S	Lot 1
Block J	Lots 1-6	Block T	Lot 5
Block K	Lots 1-16	Block V	Lot 71

and shall conform to specifications and regulations of the City. Each Owner shall be responsible for the construction and maintenance of the portion of any sidewalk located upon the Owner's Lot or the adjacent public right-of-way.

- 7.11 Mailboxes. Mailboxes shall be standardized and shall hereafter be constructed of a material and design approved by the Committee.
- 7.12 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property, and no change, alteration, addition or removal of any Improvement (other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same) shall be made without the prior written approval of the Committee.
- 7.13 Uses Specifically Prohibited.

- (a) No temporary dwelling, shop trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment) shall be permitted on Lot except that a Builder, with the prior written approval of the Committee, may have temporary improvements (such as a sales



office and/or construction trailer) on a Lot during construction of the improvements on the Lot, and Declarant may maintain a sales office/construction trailer on any land owned by it. No building material of any kind or character shall be placed or stored upon the Property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

- (b) No boat, marine craft aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked in the driveway or front yard of any dwelling or parked on any public street, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view (including any adjoining Lot Owner) by a garage, screening structure or fencing approved by the Committee. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and used for construction, maintenance or repair of a residence in the immediate vicinity.
- (c) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Project at any time..
- (d) No structure of a temporary character, such as a trailer, tent, shack, barn, or other out-building shall be used at any time as dwelling house; provided, however, any Builder, with the prior written approval of the Committee, may maintain and occupy model houses, sales offices and construction trailers during the construction period.
- (e) No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted in the Project, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Project. No derrick or other structure designed for used in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Project.
- (f) No animals of any kind shall be raised, bred or kept in the Subdivision except as hereinafter provided. A reasonable number of dogs, cats, or other household pets may be kept on a Lot (except for fish or reptiles of a type customarily kept within normal home

aquariums and birds kept inside cages inside a Dwelling Unit, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Dwelling Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a Person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. A "reasonable number" as used in this Section ordinarily shall mean no more than two (2) pets per Dwelling Unit; provided, however, that the Board may determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit maintenance of any animal, bird or fish that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or any Common Area.

- (g) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period which have been approved by the Committee in writing) shall be occupied by any Owner, tenant or other person prior to the erection of a residence.
- (h) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.
- (i) Except with the written permission of the Committee, no antennas shall be permitted in the Project except antennas for AM or FM radio reception and television reception. All antennas shall be located inside the attic of the main residential structure except with the written permission of the Committee, and provided that a satellite dish which does not exceed eighteen inches (18") in diameter may be placed outside of the main residential structure. No use shall be made of any Lot or structure thereon for any type or radio or television or similar broadcasting systems.

- (j) Each Owner shall use his/her Lot and the Dwelling Unit on his/her Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business (profit or non-profit), educational, church, professional or other commercial activity of any type, except that an Owner may use his/her residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Cleburne, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents, their dependent grandparents, and their domestic servants; and (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, their dependent grandparents, and their domestic servants.
- (k) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.
- (l) No changes shall be made to any portion of a Lot (including without limitation any easement area, set back area, drainage channel, sale or other area) which may damage or interfere with the installation and maintenance of utilities or which may change the overall drainage pattern of a Lot (including without limitation the alteration of existing topography or the installation of structures, plantings or other materials), without the prior written approval of the Committee and any appropriate governmental authority having authority to grant such approval.

- (m) No sign of any kind shall be displayed to the public view on any Lot except temporary school "spirit" signs; temporary political signs which may be placed and kept only in accordance with applicable ordinances and only with respect to elections scheduled in the immediate future; one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent; and professional signs not exceeding nine (9) square feet used by a Builder to advertise the property during the construction and sales period; and provided that during the construction and sales period (and subject to applicable ordinances) a Builder shall be permitted to place larger signs on any Lot upon which the Builder shall have constructed a model home. Notwithstanding the foregoing, no sign shall use the terms "foreclosure" or "foreclosed" or words of like import. Handwritten advertisements and pricing on window is also expressly prohibited. Declarant or the Association or its or their agents shall have the right to remove any sign, billboard or other advertising that does not comply with the foregoing requirements, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.
- (n) The drying of clothes in full public view is prohibited. The Owners and occupants of any Lots at the intersections of street adjacent to facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.
- (o) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere within the Project.
- (p) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up truck with attached camper beds that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

7.14 Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or which may be required by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Property

whether upon individual Lots, easements, streets or right-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Property, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity, telephone and television cable) shall be buried underground unless otherwise required by a public utility.

- 7.15 Restrictions on Resubdivision. Upon the written approval of the Architectural Review Committee (and any approval of the City if required), any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case i) setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the Plat, and ii) the resulting site shall be considered one Lot for all purposes under the Declaration. No Owner may ever subdivide Lots so that the resulting building sites are less square footage than the smallest Lot as originally reflected on the Plat. Provided, however, notwithstanding the provisions of Section 5.1, any Building Unit constructed on a building site resulting from the consolidation of Lots under this section must contain a minimum of three thousand five hundred square feet (3,500').

#### ARTICLE VIII-ARCHITECTURAL CONTROL

- 8.1 Committee Membership. The Committee shall consist of not more than four (4) members.
- 8.2 Declarant's Rights of Appointment. Until the date when Declarant no longer owns any Lot within the Property, Declarant shall have the right to appoint and remove all members of the Committee. Declarant may delegate in whole or in part its rights to appoint and remove members of the Committee to the Board by written instrument. In any event, after the period of Declarant control, the Board shall appoint the members of the Committee.
- 8.3 Action by Committee. Items presented to the Committee shall be decided by a majority vote of the members. The Committee may appoint an agent to act on behalf of the Committee, and the Committee may delegate any duties, powers and/or functions to the agent. Any such appointment and delegation shall be in writing.
- 8.4 Term. Each member of the Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed as provided herein. No member of the Committee shall be entitled to compensation for serving as a member of the Committee.

- 8.5 Adoption of Rules. The Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to architectural guidelines, landscaping guidelines, and other similar guidelines as it may deem necessary and desirable so long as such rules or guidelines do not conflict with the rules or guidelines of the City of Cleburne.
- 8.6 Review of Proposed Construction. Except as otherwise specifically provided herein, prior to (i) the commencement of any construction of any Improvement on the Property or any portion thereof, or (ii) any change, alteration, addition or removal of any Improvement other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same, the plans and specifications therefor shall be submitted to the Committee in duplicate, and construction thereof may not commence unless and until the Committee has approved such plans and specifications in writing. 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 or his designated representative marked "Approved," and accompanied by a statement of complete approval based on certain conditions and specifications. If found not to be in compliance with this Declaration, one set of such plans and specifications shall be returned marked "Disapproved," accompanied by a reasonable statement of items found not to comply with this Declaration. Any modification or change to be approved set for plans and specifications must again be submitted to the Committee for its inspection and approval. The approval or disapproval of the Committee, as required herein, shall be narrative and in writing. If the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, then approval shall be presumed, provided, however, that nothing in this Section shall affect in any way the method for seeking or granting variances, as described in Section 8.7, 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 shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by the Board including the inspection of construction in progress to assure its conformance with plans and specifications approved by the Committee. The Committee may postpone review of any plans and specifications submitted for approval pending its receipt of any information or document deemed necessary by it. The Committee shall have the authority to disapprove any proposed Improvement based upon this Declaration, and the decision of the Committee shall be final and binding so long as it is made in good faith. The Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed

approval thereof, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

- 8.7 Variance. The Committee may grant variances from compliance with any of the provisions of the Declaration when, in its opinion and its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and/or is justified due to aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument in recordable form, and must be signed by a majority of the members of the Committee. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration applicable to the Lots for any propose except as to particular property and the particular matter covered by the variance, and such variance shall not be considered to establish a precedent or waiver, modification or amendment of terms and provisions hereof.
- 8.8 Actions of the Committee. The Committee may, by resolution unanimously adopted in writing, designate any of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Committee. In the absence of such designation, the vote of a majority of all members, which may be taken without a meeting, shall constitute an act of the Committee.
- 8.9 No Waiver of Future Approvals. The approval or consent of the Committee to any plans and specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.
- 8.10 Work in Progress. At its option, the Committee may inspect any work in progress to insure compliance with approved plans and specifications.
- 8.11 Nonliability of Committee Members. **Neither the Committee nor any members thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Committee's or the Board's respective duties under this Declaration, unless due to willful misconduct or bad faith of such person. Neither the Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvement within the Property.**
- 8.12 Address. Plans and specifications shall be submitted to the Committee at 907 N. Nolan River Road, Cleburne, Texas 76033 (Attn: Ana Patterson), or such other address as may be designated by Declarant (Or the Board if Declarant has delegated such designation right to the Board) from time to time.

## ARTICLE IX-MAINTENANCE

- 9.1 Maintenance of Lots and Adjacent Right-of-Way. All vacant Lots and undeveloped portions of the Property shall be kept mowed and free of trash and construction debris by the Owner thereof. The Owner and occupant of each Lot upon which a dwelling has been constructed shall cultivate an attractive ground cover or grass on all yards visible from the street and shall maintain the yards in a sanitary and attractive manner. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. In addition, the Owner of each Lot shall be responsible for maintaining any drainage swale or ditch existing on its Lot or within the public street right-of-way adjoining the Lot, including, without limitation, keeping such drainage swales and ditches free and clear of debris and regularly mowed so that the utility of such drainage facilities shall not be compromised. No Owner shall permit weeds or grass to grow a height of greater than six (6) inches upon its Lot or within the adjacent right-of-way. Upon failure of the Owner of any Lot to maintain such Lot (whether or not improved), or the adjacent public right-of-way the Association may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgement, and the Owner of such Lot shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such work. These provisions shall be construed to create a lien in favor of the performing party against such property for the cost of such work or the reimbursement sought for such work performed on such property. Owner obligations under this paragraph 9.1 shall be secured by a lien in favor of the Association as described in 4.1 herein.
- 9.2 Maintenance of Improvements. Each Owner shall maintain the exterior of all buildings, and other improvements on his Lot including (except as provided in Section 7.8 (b) fences and walls, in good condition and repair, shall replace worn and rotten parts, shall regularly repaint all painted surfaces and shall not permit to roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the Improvements to deteriorate. Owner obligations under this paragraph 9.2 shall be secured by a lien in favor of the Association as described in 4.1 herein.
- 9.3 Negligence. The cost or repair or replacement of any Improvement to be maintained and kept in repair by the Association, which repair or replacement is required because of the act or omission of any Owner, shall be the responsibility of and paid for by such Owner.

## ARTICLE X-DECLARANT'S RIGHTS

- 10.1. Declarant's Rights. Notwithstanding anything to the contrary contained in this Declaration, Declarant, its agents, assignees, employees and contractors, and any



other Builders designated by Declarant, shall not be restricted or prevented by this Declaration from doing, (and Declarant, its agents, assignees, employees, contractors, designated Builders shall have the right to do) such things or take such actions as they deem necessary, advisable or convenient for completion and improvement of the Project as a residential community and for the sale, rental or other disposition of Lots in the Project. The rights of Declarant, its agents, assignees, employees and contractors, and designated Builders shall include, without limitation:

- (a) The right and easement of ingress in, over and upon the Common Area for the purpose of performing on any part or parts of the Project acts deemed necessary, advisable or convenient for the completion and improvement of the Project as a residential community and for the sale, rental or other disposition of Lots.
- (b) The right to erect, construct, maintain, demolish or remove structures and other improvements on any Common Area as they deem necessary, advisable or convenient for the completion and improvement of the Project as a residential community and for the sale, rental or other disposition of Lots.
- (c) The right to use Lots and Improvements owned by Declarant or such designated Builders as models, sales offices, and contractor's offices and to construct and display promotional, informational and directional signs and other sales aids on or about any portion of the Project.

The rights under this Section shall terminate at such time as homes shall have been constructed on every Lot in the Project.

#### **ARTICLE XI-GENERAL PROVISIONS**

- 11.1 **Remedies.** In the event of any default by any Owner under the provisions of this Declaration, the Bylaws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien for the Lot and ownership interest of such Owner, or for damages or injunctions, or specific performance, or for judgement for the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court

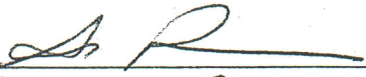
costs and attorney's fees and other fees and expenses, and all damages liquidated or otherwise, together with interest thereon at the maximum rate permitted by law from the due date until paid, shall be charged to and accessed against such defaulting Owner, and shall be added to and deemed part of respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

- 11.2 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.
- 11.3 Conflicts. In the event of conflict between the terms of this Declaration and the Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.
- 11.4 Partial Invalidity. The invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 11.5 Safety And Security In Subdivision. NEITHER THE DECLARANT, NOR THE ASSOCIATION, THEIR DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AND ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SAFETY OR SECURITY WITHIN THE SUBDIVISION. THE ASSOCIATION AND RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, INCLUDING THE LIMITED ACCESS GATE, THE ENTRANCE AND/OR THE PERIMETER FENCE. OWNERS, LESSEE AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE

SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLING UNITS AND TO THE CONTENTS OF THEIR DWELLING UNITS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

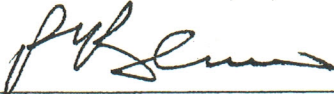
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date first above written.

RAINTREE HOMES, INC.

By:   
Name: GREG PATTERSON  
Title: PRES

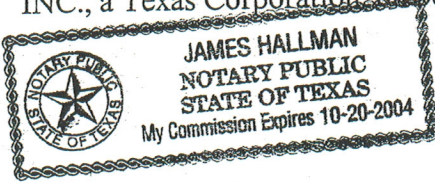
AGREED AND CONSENTED TO BY:

FIRST STATE BANK, KEENE, TEXAS  
Lienholder

By:   
President

STATE OF TEXAS §  
  §  
COUNTY OF JOHNSON §

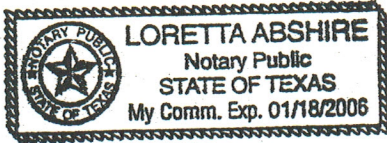
This instrument was acknowledged before me on this the 6 day of June, 2003, by Greg Patterson, President, of RAIN TREE HOMES, INC., a Texas Corporation, on behalf of said Corporation.



James Hallman  
Notary Public, State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF JOHNSON §

This instrument was acknowledged before me on this the 9 day of June, 2002, by Peter G. Bennis, President of FIRST STATE BANK, KEENE, TEXAS, a State Banking Corporation, on behalf of said Corporation.



Loretta Abshire  
Notary Public, State of Texas

Whereas Cleburne Holding Limited Partnership, is the owner of a 79.71 acre tract of land in the J. M. Steiner Survey, Abstract No. 813, and the H. & T. C. R. Co. Survey, Abstract No. 400, in the City of Cleburne, Johnson County, Texas and being a part of that certain 193.513 acre tract of land described in deed from Cleburne Acquisition Company LLC. to Cleburne Holding Limited Partnership, recorded in Volume 2592, Page 739, of the Deed Records of said County and State, (Said 193.513 acre tract of land being a part of the 146.308 acre tract of land described in Volume 1203, Page 881, of the Deed Records of said County and State and all of the 49.864 acre tract of land described in Volume 1239, Page 899 of the Deed Records of said County and State). said 79.71 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a steel railroad spike found in the west right-of-way line of Nolan River Road (60' ROW), said point being the southeast corner of Lot 1, Block 6 of QUAIL HOLLOW ADDITION, SECTION ONE, an Addition to the City of Cleburne, Texas according to the plat thereof, recorded in Volume 5, Page 108 of the Plat Records of said county and state and being common with the easterly-most northeast corner of said 193.513 acre tract and hereof;

THENCE with the west right-of-way lien of said Nolan River Road, being common with the east line of said 193.513 acre tract for the following two (2) courses and distances:  
 SOUTH 30 degrees 08 minutes 00 seconds East, a distance of 598.80 feet to a 1/2-inch steel pin found;  
 SOUTH 30 degrees 18 minutes 00 seconds East, a distance of 286.52 feet to a 1/2-inch rebar set with a red plastic cap stamped "Griffith 4846" (hereinafter called 1/2-inch rebar set) for the easterly-most southeast corner hereof;

THENCE leaving said right-of-way line and entering and continuing southwesterly through said 193.513 acre tract for the following thirteen (13) courses and distances:  
 NORTH 87 degrees 00 minutes 50 seconds West, a distance of 27.44 feet to a 1/2-inch rebar set;  
 SOUTH 59 degrees 51 minutes 00 seconds West, a distance of 1623.47 feet to a 1/2-inch rebar set for the beginning of a tangent curve to the left, having a central angle of 26 degrees 19 minutes 34 seconds, a radius of 560.00 feet and chord bearing and distance of South 46 degrees 4 minutes 13 seconds West, 255.05 feet;  
 SOUTHWESTERLY with said curve, an arc distance of 257.31 feet to a 1/2-inch rebar set;  
 SOUTH 33 degrees 31 minutes 26 seconds West, a distance of 408.19 feet to a 1/2-inch rebar set for the beginning of a tangent curve to the right, having a central angle of 26 degrees 19 minutes 34 seconds, a radius of 640.00 feet and chord bearing and distance of South 46 degrees 41 minutes 13 seconds West, 291.49 feet;  
 SOUTHWESTERLY with said curve, an arc distance of 294.07 feet to a 1/2-inch rebar set;  
 SOUTH 59 degrees 51 minutes 00 seconds West, a distance of 515.09 feet to a 1/2-inch rebar set for the beginning of a tangent curve to the right, having a central angle of 23 degrees 00 minutes 40 seconds, a radius of 649.87 feet and chord bearing and distance of South 71 degrees 21 minutes 20 seconds West, 259.25 feet;  
 SOUTHWESTERLY with said curve, an arc distance of 261.00 feet to a 1/2-inch rebar set;  
 SOUTH 07 degrees 08 minutes 20 seconds East, a distance of 124.83 feet to a 1/2-inch rebar set;  
 NORTH 86 degrees 47 minutes 09 seconds West, a distance of 200.00 feet to a 1/2-inch rebar set;  
 NORTH 03 degrees 12 minutes 51 seconds East, a distance of 24.26 feet to a 1/2-inch rebar set;  
 NORTH 86 degrees 47 minutes 09 seconds West, a distance of 138.40 feet to a 1/2-inch rebar set;  
 SOUTH 03 degrees 12 minutes 51 seconds West, a distance of 248.04 feet to a 1/2-inch rebar set;  
 SOUTH 29 degrees 42 minutes 48 seconds East, a distance of 267.28 feet to a 1/2-inch rebar set in the south line of said 193.513 acre tract, being common with the north line of a tract of land described in Volume 263, Page 53 of the Deed Records of said County and State, for the southerly-most southeast corner hereof;

THENCE with said lien for the following two (2) courses and distances:  
 SOUTH 59 degrees 45 minutes 30 seconds West, passing a 1/2-inch steel pin found for the southwest corner of said 146.308 acre tract, being common with the southeast corner of said 49.864 acre tract at 463.55 feet and continuing in all a total distance of 508.06 feet to a 1-1/2 inch steel pipe found;  
 SOUTH 59 degrees 20 minutes 45 seconds West, a distance of 45.85 feet to a 1/2-inch rebar set for the

southerly-most southwest corner hereof;

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THENCE leaving said line and entering and continuing northwesterly through said 193.513 acre tract for the following eleven (11) courses and distances:

NORTH 30 degrees 39 minutes 15 seconds West, a distance of 330.00 feet to a 1/2-inch rebar set;  
 SOUTH 59 degrees 20 minutes 45 seconds West, a distance of 180.31 feet to a 1/2-inch rebar set;  
 SOUTH 84 degrees 00 minutes 38 seconds West, a distance of 188.13 feet to a 1/2-inch rebar set;  
 NORTH 19 degrees 19 minutes 28 seconds East, a distance of 105.31 feet to a 1/2-inch rebar set;  
 NORTH 55 degrees 22 minutes 37 seconds West, a distance of 190.12 feet to a 1/2-inch rebar set for the beginning of a non-tangent curve to the right, having a central angle of 05 degrees 34 minutes 32 seconds, a radius of 525.00 feet and chord bearing and distance of North 33 degrees 35 minutes 48 seconds East, 51.07 feet;  
 NORTHEASTERLY with said curve, an arc distance of 51.09 feet to a 1/2-inch rebar set;  
 NORTH 53 degrees 36 minutes 56 seconds West, a distance of 139.24 feet to a 1/2-inch rebar set;  
 NORTH 36 degrees 52 minutes 00 seconds East, a distance of 10.99 feet to a 1/2-inch rebar set;  
 NORTH 53 degrees 08 minutes 00 seconds West, a distance of 140.00 feet to a 1/2-inch rebar set;  
 SOUTH 36 degrees 52 minutes 00 seconds West, a distance of 37.90 feet to a 1/2-inch rebar set;  
 NORTH 53 degrees 08 minutes 00 seconds West, a distance of 610.52 feet to a 1/2-inch rebar set in the north line of said 193.513 acre tract, being common with the south line of a tract of land described in Volume 1826; Page 942 of the Deed Records of said County and State, said point also being in County Road No. 1114, for the westerly-most northwest corner hereof;

THENCE along said County Road No. 1114, with the north line of said 193.513 acre tract for the following two (2) courses and distances:

NORTH 52 degrees 46 minutes 00 seconds East, a distance of 257.21 feet to a 1/2-inch steel pin found;  
 NORTH 59 degrees 51 minutes 00 seconds East, passing a 1/2-inch steel pin found for the northwest corner of said 146.308 acre tract, being common with the northeast corner of said 49.864 acre tract at 531.12 feet and continuing in all a total distance of 1120.43 feet to a 1/2-inch rebar set;

THENCE leaving said line and entering and continuing southerly and northeasterly through said 193.513 acre tract for the following twenty one (21) courses and distances:

SOUTH 70 degrees 58 minutes 45 seconds East, a distance of 255.05 feet to a 1/2-inch rebar set;  
 SOUTH 54 degrees 32 minutes 47 seconds East, a distance of 97.36 feet to a 1/2-inch rebar set for the beginning of a non-tangent curve to the left, having a central angle of 00 degrees 42 minutes 04 seconds, a radius of 975.00 feet and chord bearing and distance of North 35 degrees 06 minutes 11 seconds East, 11.93 feet;  
 NORTHEASTERLY with said curve, an arc distance of 11.93 feet to a 1/2-inch rebar set;  
 SOUTH 55 degrees 14 minutes 50 seconds East, a distance of 50.00 feet to a 1/2-inch rebar set;  
 SOUTH 40 degrees 09 minutes 34 seconds East, a distance of 175.93 feet to a 1/2-inch rebar set;  
 SOUTH 21 degrees 07 minutes 11 seconds East, a distance of 158.14 feet to a 1/2-inch rebar set;  
 SOUTH 03 degrees 28 minutes 21 seconds East, a distance of 151.71 feet to a 1/2-inch rebar set;  
 SOUTH 05 degrees 09 minutes 58 seconds West, a distance of 22.98 feet to a 1/2-inch rebar set;  
 SOUTH 86 degrees 47 minutes 09 seconds East, a distance of 206.85 feet to a 1/2-inch rebar set;  
 SOUTH 04 degrees 09 minutes 42 seconds West, a distance of 6.05 feet to a 1/2-inch rebar set;  
 SOUTH 86 degrees 47 minutes 09 seconds East, a distance of 205.71 feet to a 1/2-inch rebar set;  
 NORTH 10 degrees 36 minutes 35 seconds West, a distance of 196.99 feet to a 1/2-inch rebar set;  
 NORTH 59 degrees 51 minutes 00 seconds East, a distance of 331.78 feet to a 1/2-inch rebar set;  
 SOUTH 30 degrees 09 minutes 00 seconds East, a distance of 243.88 feet to a 1/2-inch rebar set;  
 NORTH 59 degrees 51 minutes 00 seconds East, a distance of 185.00 feet to a 1/2-inch rebar set for the beginning of a tangent curve to the left, having a central angle of 26 degrees 19 minutes 34 seconds, a radius of 560.00 feet and chord bearing and distance of North 46 degrees 41 minutes 13 seconds East, 255.05 feet;  
 NORTHEASTERLY with said curve, an arc distance of 257.31 feet to a 1/2-inch rebar set;  
 NORTH 33 degrees 31 minutes 26 seconds East, a distance of 408.19 feet to a 1/2-inch rebar set for the beginning of a tangent curve to the right, having a central angle of 12 degrees 29 minutes 31 seconds, a radius of 640.00 feet and chord bearing and distance of North 39 degrees 46 minutes 11 seconds East,

139.26 feet;

NORTHEASTERLY with said curve, an arc distance of 139.54 feet to a 1/2-inch rebar set;  
NORTH 30 degrees 09 minutes 00 seconds West, a distance of 154.07 feet to a 1/2-inch rebar set;  
NORTH 62 degrees 32 minutes 54 seconds West, a distance of 43.18 feet to a 1/2-inch rebar set;  
NORTH 28 degrees 22 minutes 16 seconds West, a distance of 112.33 feet to a 1/2-inch steel pin found for the southwest corner of a 2.691 acre tract of land described in Volume 1960, Page 560 of the Deed Records of said County and State;

THENCE with south line of said 2.691 acre tract, being common with the north line of said 193.513 acre tract, North 62 degrees 56 minutes 41 seconds East, a distance of 215.75 feet to a railroad cross-tie found for the southeast corner of said 2.691 acre tract;

THENCE with the east line of said 2.691 acre tract, being common with the west line of said 193.513 acre tract, North 26 degrees 05 minutes 16 seconds West, a distance of 519.04 feet to a 1/2-inch steel pin found for the northeast corner of said 2.691 acre tract in said County Road 1114;

THENCE along said County Road No. 1114, with the north line of said 193.513 acre tract, being common with the south line of QUAIL HOLLOW ADDITION, SECTION TWO, an Addition to the City of Cleburne, Texas according to the plat thereof, recorded in Volume 7, Page 21 of the Plat Records of said county and state and the South line of said QUAIL HOLLOW ADDITION, SECTION ONE, North 59 degrees 51 minutes 00 seconds East, a distance of 1566.35 feet to the TRUE POINT OF BEGINNING and containing within said boundaries 79.71 acres of land.

BK 3060PG0732

**WARNING — THIS IS PART OF THE OFFICIAL RECORD**  
**DO NOT DESTROY**

Filed For Record 3:30 AM/PM

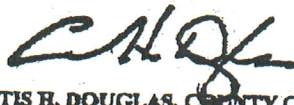
JUN 10 2003

County Clerk Johnson County  
By AM Deputy



**STATE OF TEXAS**  
**COUNTY OF JOHNSON**

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown hereon.

  
CURTIS H. DOUGLAS, COUNTY CLERK  
JOHNSON COUNTY, TEXAS