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**Second Amended and Restated  
Declaration of Covenants, Restrictions,  
and Easements for Lago Vista**

This second amended and restated declaration of covenants, restrictions, and easements for Lago Vista (the "**Declaration**") is made effective as of the 14 day of January, 2015, and is intended to supersede and replace that prior declaration dated April 26, 2005, with instrument number D205117342, as amended by the document dated September 26, 2013, with instrument number D213255965, recorded in the real property records, Tarrant County, Texas.

**Background Statement**

Arlington LV HOA, Inc., (the "**Association**") intends by this Declaration to impose mutually beneficial restrictions under a general plan and scheme of development for the benefit and protection of all owners of property within the "Development" (as defined below). The Association also desires to establish a method for the administration, maintenance, preservation, use, and enjoyment of the "Property" (as defined below).

The Association was formed as a Texas non-profit corporation to perform certain functions for the common good and general welfare of the "Owners" (as defined below).

The Association declares that all of the "Property" will be held, sold, and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. The covenants, restrictions, and easements set forth will run with the Property, and will be binding on all parties having, or acquiring any right, title, or interest in the Property, or any part, and will, subject to the limitations herein provided, insure to the benefit of each Owner, his or her heirs, grantees, distributees, legal representatives, successors, and assigns, and to the benefit of the Association.

ARTICLE I  
**DEFINITIONS**

**"Absentee Ballot"** means a vote returned by a member who does not vote in person, and no later than noon the day prior to a scheduled vote which is not modified prior to the final vote, and which is received by the secretary either electronically, in person, or by mail.

**"Annual Assessment"** has the meaning given it in section 5.04(a).

**"Assessment"** means an annual assessment, quarterly assessment, "Special Assessment" (as defined below), fine, or other charge to a "Member" (as defined below).

The Architectural Control Committee, the "**ACC**" has the meaning given it in article VI.

**"Authorized Vote"** means a vote of the Members at a meeting or voting of all types: in person, electronically or by mail, in which a "Membership Quorum" (Thirty three (33) eligible voters) is established, and requires a minimum yes vote of 22 Members in person or by Absentee Ballots. The exception to this rule is that for the HOA to borrow money requires a minimum yes vote of 50 Members as specified in article 4.04 (i).

The required minimum yes voting number for passage will increase from 22 members on a sliding scale based on the total number of votes cast, and when thirty three (33) yes votes have been cast (see exhibit "B" for scale of votes), final vote tallies must equate to a Fifty One (51) percent approval of submitted votes, and at that time the measure will be considered to have passed.

**"Board"** means the board of directors of the Association.

**"Board Quorum"** means three members of the Board are present in person or by phone to conduct a meeting. No proxy or Absentee Ballots are permitted.

**"Bylaws"** mean the bylaws of the Association.

**"Committee"** means the ACC.

**"Common Property"** means all real property (together with any and all improvements) owned by the Association, or in certain instances, over which the Association has been granted permanent easements, if any, for the common use and enjoyment of the Owners.

**"Design Standards"** means all "Restrictions" (as defined below) and standards applicable to any "Residence" (as defined below) or structure on a "Lot" (as defined below) pursuant to this Declaration.

**"Development"** means the residential development known as Arlington Lago Vista developed on the Property as described in article II.

**"Development-Wide Standard"** will mean the standard of conduct, maintenance, or other activity generally prevailing in the Development.

**"Lot"** means any parcel of land shown upon a subdivision plat or re-plat recorded in the plat records of Tarrant County, covering any portion of the Property.

**“Member”** means any owner of a Lot within the Property.

**“Membership”** refers to all Members of the Association.

**“Membership Quorum”** means 33 Members present for a vote, including Absentee Ballots.

**“Occupant”** means any person occupying all or any portion of a “Residence” (as defined below) located within the Development for any period of time, regardless of whether such person is a tenant, guest, or the owner.

**“Outbuildings”** will include any “Structure” (as defined below) located on a Lot, and not connected with the Residence.

**“Owner”** means the record owner, whether one or more persons or entities, of a fee simple title to any Lot.

**“Plat”** means Plat # FP20040042001 as filed with Tarrant County.

**“Pond Property”** has the meaning given it in section 3.03.

**“Property”** means that certain real property described on exhibit “A,” and any additions, as are subject to this Declaration, or any amendment or supplement, prepared and filed of record pursuant to the provisions of article II.

**“Residence”** means a Structure situated upon a Lot intended for independent use and occupancy as a residence for a single family.

**“Restrictions”** means all covenants, restrictions, easements, charges, liens, and other obligations created or imposed by this Declaration.

**“Right of Abatement”** has the meaning given it in section 11.02.

**“Structure”** means any thing or object, excluding personal property in the back yard which is not visible from the street and less than six feet in height, the placement of which upon any Lot or the Common Property may affect the appearance of such Lot or the Common Property; and/or any excavation, grading, fill, ditch, diversion dam, or other thing or device which affects or alters the natural flow of surface waters from, upon, or across any Lot or Common Property, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash, or drainage channel from, upon, or across any Lot or the Common Property.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

2.01 Property. The Property is located in the City of Arlington, Tarrant County, Texas, and is more particularly described on the attached exhibit "A," and is incorporated by reference for all purposes.

ARTICLE III  
COMMON PROPERTY

3.01 Common Property. The Association, subject to the rights of the Owners set forth in this Declaration, will be responsible for the exclusive management, care, preservation, maintenance, and control of the Common Area, and all improvements or personal property on the Common Area, as well as personal property owned by the Association.

3.02 Common Property Maintenance. The Association will maintain and keep in good repair the Common Property and other property of the Association within the Development, as set forth below; provided, however, the Association may choose not to replace any property the Members deem to be no longer needed for fulfilling the purpose of the Association. This maintenance obligation will include, without limitation, maintenance, repair, and replacement of all landscaping, lighting, fountains, access gates, improvements, and other Structures situated on the Common Property or private property designated by the Plat to be maintained by the Association adjacent to Myers Road.

In addition, the Association will maintain grass and other landscaping located along or in dedicated rights of way adjacent to Myers road as shown on the Plat, to the extent permitted by the applicable governmental authority. The foregoing maintenance will be performed consistent with the Development-Wide Standard.

3.03 Pond Property. A portion of the Common Property, which will contain one retention/detention pond, designated as Pond Property which will be held by the Association as Common Property for the purpose of establishing and maintaining one pond for the enjoyment of the residents and collecting and managing surface water run-off from the Property and from certain other real property, and all improvements that have an easement for such drainage.

The Association will keep in good working order the pond as necessary to collect and manage surface water run-off from the Property. The Association will have the right to establish written rules and regulations regarding access to, and recreational use of, all or part of the Pond Property. At a minimum, no fishing, swimming, or boats are allowed at any time. Small battery powered remote control boats are allowed during daylight hours.

3.04 Private Streets. In consideration of the City of Arlington's acceptance of the plat for this subdivision, the Association agrees to defend, indemnify, and hold the City of Arlington (the "**City**"), its officers, agents, and employees, harmless against any claims, lawsuits, judgments, costs and expenses for damages to the private streets or Common Property, or for any personal injury (including death), property damage, or other for which recovery of damages is sought, suffered by any person or persons, that may result from, arise out of, or be occasioned by: 1) the design of or methods of construction, operation, repair, or maintenance of the private streets or Common Property, REGARDLESS OF THE CAUSE OF THE DAMAGE OR DISREPAIR; 2) the Association's failure to repair or maintain the private streets or Common Property, REGARDLESS OF WHETHER OR NOT SUCH FAILURE IS NEGLIGENT; 3) the use of private streets or Common Property by governmental vehicles or equipment of the City, or vehicles or equipment of a contractor of the City for any municipal or public purpose, except that the Association is not required to indemnify the City to the extent that City's or City's contractor's negligence or gross negligence in the course of such use is the sole proximate cause of any damages or injury; 4) the Association's negligence or gross negligence in its or its members' use, operation, or maintenance of the private streets or common property, or in the performance of responsibilities (as designated by City ordinance, final recorded plat, instrument, contract or other law) for the use, operation and maintenance of the private streets or common property. Further, in the case of damage or injury arising under 3), if the negligence or gross negligence of the City (or the City's contractor), its officers, agents, or employees, and the Association is joint and concurrent, responsibility and indemnity, if any, will be apportioned in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law. This indemnity is strictly for the benefit of the City and Association, and will not be construed to grant or convey any rights, contractual or otherwise, to any third person or entity. The failure of the Association to perform its obligations under the rest of this agreement, or the subsequent assumption of the obligations by the City as a result of the Association's failure, does not relieve or excuse the Association from its liability under this indemnity.

#### ARTICLE IV THE ASSOCIATION

4.01 Purposes, Powers, and Duties of the Association. The Association has been formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the Owners as contemplated in this Declaration. The Association will have no power or duty to do or perform any act or thing other than those acts and things which will promote, in some way, the common good and general welfare of the Owners. To the extent, and only to the extent, necessary to carry out such purpose, the

Association will have all of the powers of a Texas non-profit corporation, organized under the Texas Non-Profit Corporation Act, and will have the power and duty to exercise all of the rights, powers, and privileges, and to perform all of the duties and obligations of the Association as set forth in this Declaration

4.02 Membership in the Association. Every Owner will automatically be a Member of the Association and such Membership will terminate only as provided in this Declaration.

4.03 Voting Rights. Each Owner of a Lot will be a Member and will be entitled to one vote per Lot. Where such Owner is a group or entity other than one individual person, the vote on behalf of such Owner will be exercised only by such individual person as will be designated in a proxy instrument duly executed by, or on behalf of, such group or entity and delivered to the secretary of the Association.

In order for a vote of Members to be official, both a Membership Quorum and Authorized Vote are required.

4.04 Board of Directors. The affairs of the Association will be conducted by a board of directors. The number of directors and the method of election of directors will be as set forth in the Bylaws of the Association. All board members' principal residence will be within the Development. The Board, on behalf of the Association, and for the benefit of the Property, the Owners, the Members, occupants, may provide, and may pay for all budgeted items out of the Assessment fund(s), the following:

(a) care, preservation, and maintenance of the Common Property and the furnishing and upkeep of all property outside the stone wall along Myers Road for use in or on the Common Property;

(b) maintenance of the entire grass lawn, front, side, and rear of each Lot within the subdivision, including regularly scheduled mowing and edging, and other regularly scheduled services per the landscape contract;

(c) taxes, insurance, and utilities (including, without limitation, electricity, gas, water, sewer, and telephone charges) which pertain to the Common Property;

(d) select and retain a property management company to handle the affairs of the Association, subject to a vote of the Membership by an Authorized Vote in advance of the Board entering into any agreement to retain the property management company;

(e) the Board is specifically authorized to engage personnel (such as lawyers, ad valorem tax consultants, and computer services) for the administration of the collection of Assessments;

(f) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes, or Assessments which the Board is required to obtain or pay pursuant to the terms of this Declaration, or which, in its opinion, will be necessary or proper for the operation or protection of the Association, or for the enforcement of this Declaration;

(g) to execute all declarations of ownership for tax Assessment purposes with regard to any of the Common Property owned by the Association;

(h) to enter into agreements or contracts with insurance companies, taxing authorities, the holders of first mortgage liens on the individual Lots and utility companies with respect to: (i) any taxes on the Common Property; (ii) monthly escrow and impound payments by a mortgagee regarding the Assessment, collection, and disbursement process envisioned by article V. herein; (iii) utility installation, consumption, and service matters; and (iv) the escrow or impounding of monies sufficient to timely pay all Assessments;

(i) to borrow money, subject to an affirmative vote of 50 Members, for the purpose of carrying out the activities of the Association, including the construction, improvement, equipping, and maintenance of Common Property and in aid thereof to encumber by deed of trust, mortgage or other security interest any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources provided;

(j) to enter into contracts, maintain a single checking account, and a single savings account for reserve funds, generally, to have all the powers necessary or incidental to the operation and management of the Association;

(k) to protect or defend the Common Property from loss or damage by suit or otherwise, to sue or defend in any court on behalf of the Association, and to provide, a minimum of ten percent of gross annual Assessments as reserve for repairs and replacements;

(l) to prepare an annual operating budget, and to make it available for review by each Member 30 days prior to the annual meeting. The operating budget is to be inclusive of all anticipated expenses for the following calendar year. Planned projects are to be detailed with cost projections and anticipated time frames for each completion. Projects, excluding repairs, not detailed in the annual budget that require expenditures of over \$1,000.00 for a single project must be approved by an Authorized Vote of the Members. Emergency

repairs for existing Common Property will not require a vote by Members. Any expenditure over \$1,000.00 requires a minimum of three quotes. Money to fund one line item may not be used against another line item without an Authorized Vote.

(m) to provide a quarterly report of the financial statement of the Association to include a comparison against the approved annual budget by line item detail;

(n) 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 Owners after reserves are exhausted in proportionate amounts to cover the deficiency;

(o) to enforce the provisions of this Declaration and any adopted rules, and to enjoin and seek damages from any Owner, Occupant, or Member for violation of such provisions or rules. The Board is specifically authorized and empowered to establish a monetary "fines" system, to be published at each annual meeting which may include component steps such as warning citations, ticketing, due process hearings and appeals, and a flat rate or discretionary range or geometric progression of fine amounts, which, when pronounced, will constitute a permitted individual Lot Owner Assessment secured by the continuing lien herein established;

(p) grant easements or rights-of-way over Common Property to any municipality or other governmental body, agency, or authority, to any quasi-public agency, or to any utility company, or cable television system, or to any owner of land contiguous to the property;

(q) install, maintain, improve, and replace any and all landscaping, fencing (along Myers road), gates, or other Structures on the Common Property and/or previously installed by the Association (i.e. stone fence along Myers Road and retaining walls installed by Dodson Development);

(r) to make reasonable rules and regulations for the operation of the Common Property, and to charge reasonable expense reimbursements and/or deposits relating to the use, operation, and maintenance of the Common Property; and

(s) to create and appoint Members to committees to serve the interests of the Association.

4.05 Termination of Membership. Membership will cease only when a person ceases to be an Owner.



4.06 Voting Procedures. The procedures for the election of directors of the Association and the resolution of such other issues as may be brought before the Membership of the Association will be governed by this Declaration, the Texas Non- Profit Corporation Act, and other applicable law, the articles of incorporation of the Association, and the Bylaws of the Association, as each will from time-to-time be in force and effect.

4.07 Liability Limitation. The Owners, occupants, and Members; and the directors, officers, managers, partners, Owners, employees and agents of the Association will not be personally liable for debts contracted for or otherwise incurred by the Association, or for any torts committed by or on behalf of the Association, or for a tort of another occupant, whether such other occupant was acting on behalf of the Association, or otherwise, even if arising from the sole or concurrent negligence. The Association, and their directors, officers, managers, partners, Owners, agents, and employees will not be liable for any actual, incidental, or consequential damages for failure to inspect any residence or other structure, improvements, or for failure to repair or maintain the same, even if arising from any of their sole or concurrent negligence or strict liability.

4.08 Insurance and Security Arrangements.

(a) The Association will purchase, carry, and maintain in force insurance covering any or all portions of the Common Property, and any improvements, for the interest of the Association and of all Members, in such amounts and with such endorsements and coverage as will be considered good sound insurance coverage for properties similar in construction, location, and use to subject property. Such insurance may include, but need not be limited to: (i) insurance against loss or damage by fire, (ii) public liability and property damage insurance on a broad form basis, and (iii) director and officer insurance policies;

1. All Contractors will have valid liability and workers compensation insurance coverage of at least \$1 million dollars.

(b) As part of the Development, there are one or more entry gates and a wall surrounding part of the Development. The Association will not warrant or guarantee that:

1. security is sufficient and adequate to diminish or eliminate the occurrence of crimes against persons or property; and

2. such acts will not be attempted or actually occur within the Property.

4.09 Use of Insurance and Condemnation Proceeds. The Association will be the exclusive representative of the Members in any proceedings, negotiations, settlements, or agreements concerning insurance covering or condemnation of Common Property. The Association and the Members will use the net casualty insurance or condemnation proceeds to repair and replace damage or destruction of Common Property covered by such insurance or condemnation. Any balance from the proceeds of insurance or condemnation paid to the Association remaining after satisfactory completion of repair or replacement will be retained by the Association as part of a general reserve fund. If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage to Common Property, the Association will use reserve funds, and then may levy a special Assessment as provided for in article V of this Declaration to cover the deficiency.

If the Association owns any Lot, through foreclosure or otherwise, the Association will be entitled, as an Owner, to all rights related to insurance coverage and condemnation of such Lot. The Association may, but is not obligated to, repair or replace any damage to a Lot owned by the Association; provided, however, the Association must exercise its discretion for the benefit of the Owners.

#### ARTICLE V ASSESSMENTS

5.01 Covenants for Assessments and Creation of Lien and Personal Obligation. Each Owner of a Lot, jointly and severally, and for his or her heirs, distributees, legal representatives, successors, and assigns, by acceptance of a deed for a Lot, whether or not the covenants will be expressed in any such deed, hereby covenants and agrees as follows:

(a) to timely pay to the Association any and all Assessments and/or special Assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by such Owner;

(b) that there is hereby created a continuing charge and lien upon all Lots owned by such Owner against which all such Assessments are made to secure payment of:

1. such Assessments and any interest and/or late fees as provided in section 5.07, and costs of collection including reasonable attorneys' fees;

2. payment of the costs related to the exercise by the Association of the Right of Abatement under article XI; and

(3) any other amounts due from the Owner to the Association under this Declaration;

(c) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot from liability for any Assessment thereafter assessed;

(d) that all Assessments (together with interest and/or late fees as provided in section 5.07 of this Declaration, and costs of collection including reasonable attorneys' fees) levied against any Lot owned by such Owner during the period ownership shall be (in addition to being a continuing charge and lien against such Lot as provided in section 5.01(c) of this Declaration) a personal obligation which will survive any sale or transfer of the Lot; provided, however, that such personal obligation for delinquent Assessments will not pass to an Owner's successor in title unless expressly assumed by such successor; and

(e) failure to pay any Assessment when due will constitute a default of the Owner's obligations, and will entitle the Association to exercise the remedies provided under the terms of this Declaration.

5.02 Purpose of Assessment. The Assessments levied by the Association will be used at the discretion of the Association for providing for the common good and general welfare of the Owners and Occupants, and meeting the Association's maintenance obligations.

5.03 Accumulation of Funds Permitted. The Association will not be obliged to spend in any calendar year all the sums collected in such year by way of quarterly Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor will the Association be obligated to apply such surplus to the reduction of the amount of the quarterly Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association. After the reserve fund reaches \$250,000, the Members will receive a year end pro rata refund to reduce the reserve fund to the \$250,000 maximum unless (i) a previously approved budgeted item would eliminate the surplus, or (ii) the annual budget for the next calendar year approves the expenditure of the surplus. The amount of any surplus will be refunded to the Member who owns the Lot on December 31<sup>st</sup> of that calendar year, and will be 1/65 of the surplus.

5.04 Assessments.

(a) Each Lot is subject to an annual Assessment (the "**Annual Assessment**") of \$1,600.00. The words "**Assessment Year**" as used herein will mean the calendar year.

(b) The Annual Assessment may be increased at any time, and from time to time, during each Assessment Year with an Authorized vote of the Membership as provided herein.

5.05 Special Assessments. In addition to the Annual Assessment authorized by this article, the Association may levy, in any Assessment Year, and with such frequency as the Association will deem necessary, special Assessments ("**Special Assessments**") for each Lot for the purpose of paying, in whole or in part, any unanticipated operating expenses, as well as the cost of any acquisition, construction, reconstruction, repair, or replacement of a capital improvement on the Common Property and any fixtures and personal property of the Association. Such Special Assessments may be levied by the Board in any Assessment Year with the approval of the Members, so long as the Special Assessments in the aggregate do not exceed an amount equal to the portion of the Annual Assessment due or paid during that Quarter. Special Assessments exceeding an amount equal to the portion of the Annual Assessment due or paid during that Quarter will require the Authorized Vote of the Members who are present in person or by Absentee Ballot at a meeting of Members duly held in accordance with the provisions of the Bylaws of the Association and this Declaration.

5.06 Assessment Procedure.

(a) The Board will establish annual Assessments for each Assessment Year at an amount not in excess of the maximum Annual Assessments as determined by the provisions of this article, and will also establish the dates during the Assessment Year on which the Annual Assessment will be due and payable (such date is hereinafter referred to as the "**Due Date**"). Unless otherwise changed by the Board, the Annual Assessment will be payable in equal quarterly payments on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup> of each year.

The Board will cause the Association, once yearly and at least 30 days prior to January first, to send to each Owner written notice setting forth the amount of the Annual Assessment and the Due Dates of the quarterly payment of the Assessment, along with a copy of the estimated yearly operating budget for the forthcoming year.

The Board from time to time and as necessary, will also establish payment procedures for payment of any Special Assessments for capital improvements which may be levied in accordance with the provisions of this article.

(b) All Members of the Association will be given written notice by the Board in advance of any meeting of the Members of the Association at which the Board will propose taking action pursuant to this article. Such

written notice will specify under which section or sections the Board will propose action. At such meetings, the presence of a Member Quorum is required. If the required quorum is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement, and the required quorum at the second meeting shall be 33 Member votes and pass by an Authorized Vote. If the required quorum is not present at the second meeting, the Board may call a third meeting under the special meeting notice requirements of the First Amended Bylaws, Section 3.5. At the special meeting, the required minimum yes votes will be based on a simple majority of Members voting in person or by Absentee Ballot.

5.07 Effect of Non-payment of Assessments. Any Assessment which is not paid within thirty (30) days of the Due Date will be subject to a late fee of \$25 per month. In the event of default in the payment of any one or more installments of an Assessment, the Board may declare any remaining unpaid balance of the Assessment at once due and payable. All unpaid Assessments, together with any late fees and costs of collection, including reasonable attorneys' fees, will be the personal obligation of such Owner, as well as a lien on the applicable Owner's Lot enforceable in accordance with the provisions of this Declaration.

5.08 Binding Effect of Declarations. Each Owner, by acceptance of a deed for a Lot, whether or not it is expressed in such deed, is deemed, as part of the consideration for such deed (i) to agree to pay and be personally liable for all Assessments applicable to the Lot or Lots owned by such Owner, and (ii) to agree to be bound by all of the other terms, conditions, obligations and agreements applicable to Owners in this Declaration.

5.09 Exempt Property. The following property otherwise subject to this Declaration will be exempted from the Assessments, charges and liens created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use; and
- (b) All Common Property.

## ARTICLE VI ARCHITECTURAL CONTROL

6.01 Architectural Control Committee ("ACC"). The Board will designate and appoint the ACC, which will be composed of three individuals, one of which is the first vice president (or the second vice president) of the Board, each generally familiar with residential and community development design matters,

and knowledgeable of the Association's concern for the maintenance of a high level of standards within the Association.

6.02 Successors. In the event of death, resignation, or removal of any volunteer member of the ACC, the Board will have full authority to designate and appoint a successor member. No member of the ACC will be entitled to any compensation for his or her services as a member of the ACC pursuant to this Declaration, nor will any member of the ACC be liable for claims, causes of action or damages arising from his or her services as a member of the ACC pursuant to this Declaration.

6.03 Authority. No Residential Unit, nor any other permanent improvement, nor modifications to existing structures, will be constructed on any Lot within the Addition until all plans have been submitted to, and approved by, the ACC. The ACC is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the ACC, impact the quiet enjoyment of one or more of the Owners of Property within the Addition. In its consideration of the harmony of design between existing structures and the proposed structure, the ACC will consider only the general appearance of the proposed structure, to the extent that such general appearance can be determined from the front, rear, and side elevations appearing in the submitted plans.

6.04 Procedure for Approval.

(a) Homebuilders, individuals or other entities desiring to construct single family Residential Units, modify existing structures, or erect other permanent improvements, within the Development, will submit the following materials (where applicable) to the ACC in duplicate before commencing the erection of buildings, exterior additions, or alterations to any building situated in the Development, including the construction of any related amenity structures or other improvements:

1. A site plan depicting set-back lines, the footprint of the proposed structure on the Lot, written acknowledgement of an agreement to landscape requirements set forth in this Declaration, and the proposed location of driveways and sidewalks.
2. Construction plans, including front, rear, and side elevations.
3. Materials proposed for the visible exterior of the structure and the roof, including colors.

4. Proposed design, location, and specifications of any modifications, or construction of other improvements.

(b) Upon receipt of all of the information described above from any homebuilder or individual, the ACC will consider such submission within 21 days. It will be the responsibility of the submitting individual to confirm that all required information has been presented, as the 21-day period will not begin to run until all required information has been presented. If the submission is deemed acceptable by a majority of the ACC, the ACC will retain one copy of the submission, and the other copy will be marked "Approved," signed by ACC members approving the submission, and returned to the submitting homebuilder or individual. If disapproved by the ACC, one set of documents will be marked "Disapproved," signed by ACC members disapproving of the submission, and returned to the homebuilder or individual, within five business days of the decision, accompanied by a detailed statement of the reason or reasons for disapproval. The ACC's approval or disapproval will be in writing, and the ACC will not approve or disapprove any submission verbally.

6.05 Liability of ACC. The members of the ACC will have no liability for decisions made by the ACC. Any errors in, or omissions from, the submissions to the ACC will be the responsibility of the homebuilder or individual making the submission, and the ACC will have no obligation to check for errors in, or omissions from, any submissions, or to check for the compliance of such submissions with the City codes, state statutes, federal law or regulations, or the common law, whether the same relates to Lot lines, building lines, easements, or any other matter or issue.

## ARTICLE VII

### INITIAL CONSTRUCTION DESIGN STANDARDS

The intent of the following design standards is to enhance and preserve the quality of the community while maintaining the natural beauty of the Development. Structures should preserve the natural features of each Lot such as significant trees, views, and topography. Accordingly, a house plan and site plan, and any other documentation requested, must be submitted for approval to the ACC. The ACC may determine that what was found acceptable in one situation may not be acceptable in another, as the intent is to ensure each design is appropriate to the specific Lot and does not dominate or contrast sharply with the surroundings.

#### 7.01 Design Standards.

(a) No Lot, and no Residence, will ever be used for other any purpose than a single family residence or incidental purposes. No garage or Outbuilding on any Lot will be used as a Residence or living quarters,

temporarily or otherwise. No dwelling will be occupied in any manner at any time prior to completion. The work of constructing the dwelling will be prosecuted diligently from commencement until completion. All construction must be completed within 12 months of commencement, unless otherwise approved by the ACC. Water, natural gas, electric, and sanitary sewer facilities are located on or at the edge of each of the Lots covered by this Declaration, and the Owner of any such Lot must tie onto these facilities unless written permission for different treatment is obtained from the ACC.

1. Residences. All Residences will be of a traditional nature in architectural style. The exterior surface of all Residences will be constructed of 100% brick, stone, or stucco (original or polymer), except as allowed by the ACC for trim, dormers, and other ancillary structures not typically constructed of masonry. All exterior surfaces, especially any painted or stained wood surface, (including, without limitation, garage doors) must be maintained in good condition. Installation of all types of exterior items and surfaces, such as address numbers or external ornamentation, lights, mail chutes, exterior paint or stain, will be subject to the approval of the ACC. Every Residence erected on any lot will face the street on which it is located.

2. Roofs. All roofs will meet the all of the following criteria (i) 320 Pound Composition shingles, (ii) the color of shingles must be "GAF-Elk Timberline Prestique 30 year High-Definition Weathered Wood shingle with Z-Ridge enhancer", or comparable 30 year product that meets ACC approval, and (iii) otherwise in compliance in all respects with applicable City ordinances. The ACC may consider other superior roofing products and colors on a case-by-case basis. The minimum roof pitch of any structure will be eight feet by 12 feet, except as approved by the ACC. The minimum plate height on the front of each Residence will be ten feet, except as approved by the ACC.

3. Garages. Each Residence will include an enclosed garage that can accommodate a minimum of two cars. Every garage will be constructed of the same material as the Residence. All garage doors must be decorative wood and have continuity with the architecture of the primary Residence. Standard, stamped steel doors are specifically prohibited. Garage doors will be recessed a minimum of (12) inches. Porte-cocheres must be approved in writing by the ACC.

4. Outbuildings. Outbuildings, including detached garages, and storage sheds, shall be of design, construction, and materials similar and comparable to that of the Residence. Any outbuilding, storage shed, gazebo, greenhouse, playground equipment, or other structure of which any portion exceeds six feet or is visible from the street requires written approval from the ACC.



5. Fences. All side and rear fences will be no more than six feet in height without the Board's written approval. All fences facing the street will be wrought iron and no taller than six feet in height without the Board's written approval. When a six-foot fence transitions into a four-foot fence, the transition slope must not be greater than a 20% grade. Unless otherwise agreed by the ACC, all side and rear fences will be on the property line (where not restricted by retaining walls), constructed of four or six-inch cedar pickets, mounted on metal posts set in concrete, and top trimmed with a one-inch by four-inch trim piece and two-inch by six-inch cap rail. Wrought Iron fencing, other than front facing, will be allowed on a case by case basis (for the main purpose of, but not limited to, preserving views and scenery). No fence will be constructed in violation of any applicable guidelines, ordinances, laws, rules, regulations, or the provisions of the subdivision plat establishing the Development.

6. Landscaping. Each Residence will be fully landscaped prior to occupancy. Landscape plans will not be required but Landscaping must include, but not be limited to, the following requirements:

a) Lawn: Each Residence must install an automatic sprinkler system in the front, side and back yards, and sod the entire yard with grass (except areas where landscape beds will be located). Stone is acceptable as ground cover in lieu of sod in back and side yards;

b) Trees: Each Residence may incorporate a minimum of one three-inch caliper Texas native or Texas adaptive specimen tree with a mature height of 25 feet and spread of 20 feet, and one five-foot tall ornamental tree (i.e.: Crepe or Wax Myrtle, Holley, Japanese Maple...) in the front yard;

(c) Landscape Beds: Each Residence must incorporate a landscape bed in the front yard with brick, concrete or stone borders. Metal edging is specifically prohibited. This landscape bed must contain a variety of plantings with at least seven, three gallon or larger sized plants, shrubs, and/or accents. No artificial flower or plants are permitted.

7. Driveways: Driveways will be a minimum of eleven feet (11') wide and a maximum of sixteen feet (16') wide, except at the driveway apron to garage entrances, or to provide for a turnaround at a garage and/or off-street parking. Each Lot must have an exposed aggregate concrete, brick, or stone driveway. If an alternative material, finish or color is used, it must be pre-approved by the ACC.

8. Signs. No sign or signs will be displayed to the public on any Lot, except that: (1) any builder, during the applicable initial construction and sales period, may utilize one professional sign (of not more than six square feet in size) per Lot for advertising and sales purposes, provided that such sign

is approved by the ACC; (2) a dignified "for sale" sign (of not more than six square feet in size) may be utilized by the Owner of the a Lot; and (3) as otherwise set forth in section 9.06.

9. Pools and Equipment. No pool may be erected, constructed, or installed without the prior written consent of the ACC. Above-ground pools are expressly prohibited. All pools and spas will be fenced and located in the rear yard adjacent to the dwelling; and will not be visible from any residential street or public area or any adjoining Lot. Solid noise absorbing covers for equipment may be required if the equipment is audible from adjacent properties.

10. Mail Boxes. All mail boxes will be standard in design; such as the one offered by Brandon Industries (1-800-247-1274) by referencing subdivision code "Lago Vista" and color "black gloss." Any deviation should be pre-approved by the ACC if Brandon Industries becomes unable to offer the "Lago Vista" design or black gloss. All mailboxes should be double service.

11. Meters and Air-Conditioning Compressors. All utility meters, equipment, air conditioning compressors, evaporative coolers and similar items must be located in areas approved by the ACC and must be screened from view as required by the ACC.

12. Retaining Walls. The maximum height of site retaining walls is three feet, unless incorporated into the house foundation (basements). Retaining walls will be built to extend and/or blend with the existing topography. Retaining walls are not allowed to be located on property lines. All retaining walls are to be set back from property lines a minimum of one foot. Walls are to be designed with a 2:12 batter if the overall wall height exceeds two feet. Higher walls may be necessary due to topography and may be approved when such a solution would significantly reduce overall impacts to the site. All retaining walls must use the same stone and pattern as the retaining walls in common areas.

13. Outdoor Fireplaces. All outdoor fireplaces must comply with the ordinances of the City. Their design, location and materials must be pre-approved by the ACC.

14. Gutters. All Residences will be required to install gutters along the front, back and sides of the residence, or wherever applicable, within 90 days after the date on which the finished flooring has been installed in the Residence.

15. Windows. Standard, unfinished aluminum windows are not allowed. Wood windows, or other superior products, such as vinyl-clad or

aluminum-clad windows, will be the standard. Sky lights are permitted provided they are not visible from the street.

16. Minimum Floor Area. Not more than 20 Residences having an enclosed air conditioned floor area of less than 2,000 square feet will be erected. The ACC may approve, in writing, a certain number of Residences, but not greater than ten, to be allowed with an enclosed air conditioned floor area of not less than 1,900 square feet, and a certain number of Residences, but not greater than ten, to be allowed with an enclosed air conditioned floor area of not less than 1,800 square feet. As used herein, "floor area" means the floor area of the Residence only. As used in determining square footage compliance, "Residence" does not include the floor area of outbuildings, guest quarters, garages and similar buildings attached to the main dwelling, nor does it include the floor area of porches, attached or unattached, enclosed or unenclosed, basements, attics, etc.

17. Building Lines/Setbacks. The words "**Building Line**" as used herein mean the line designated as building line on the recorded plat of the Property.

(a) Front Entry Garage Setbacks. All garages facing the street will be a minimum of 20 feet from the building Line.

b) J-Swing Garage Setbacks. All garages not facing the street will be a minimum of ten feet from the Building Line.

18. Builder Approval/Escrow Deposits. All builders, including those that are also Lot owners, intending to construct a Residence on any Lot, must be approved by the ACC prior to commencing construction on any Lot. The ACC may require each builder to complete a "builder qualification application" and "escrow agreement," and submit additional documents as may be reasonably required to ascertain the builder's qualifications to build within the Development. The ACC retains the sole authority to restrict construction on any Lot to qualified builders only.

19. Grading and Drainage. Slopes will not exceed 4:1 unless it can be determined that a steeper slope will not erode. All slopes are to be re-vegetated, as soon as possible, with planting appropriate to the site. Drainage design is to emphasize reduction of erosion and runoff, and minimal disruption to adjacent property as per the drainage plan. All French drains will be bored through the curb.

7.02 Inspection Rights. Any director of the Association or ACC member may, after reasonable notice, at any reasonable time, enter upon any Lot for the purpose of ascertaining whether the new construction of any Structure is in

compliance with the provisions of this Declaration; and the director or ACC member will not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this section.

7.03 Violations. If any Structure will be erected, placed, or altered after initial approval of the plans by the ACC in violation of the provisions of this Declaration, the Board will provide written notice to the Owner by certified mail, setting forth, in reasonable detail, the nature of the violation and the specific action or actions required to remedy the violation. If the Owner does not take reasonable steps toward the required remedial action within 30 days of the mailing of the notice of violation, the Association will have the right of abatement as provided in section 11.02, in addition to any and all other remedies available at law or in equity.

#### ARTICLE VIII HOMEOWNER RESPONSIBILITY

8.01 Maintenance. Each Owner will, at all times, keep and maintain each Lot and Structure owned by Member in good condition and repair, including, but not limited to:

(a) the repairing and painting (and other appropriate external care) of all Structures such that the Development is characterized by a uniformly high level of home maintenance consistent with the Association's standard of maintenance for the Common Property;

(b) the seeding/sodding, watering and mowing (if mowing is no longer provided by the Association) of all lawns;

(c) the pruning and trimming of all trees, hedges and shrubbery in general and that the same do not obstruct the view by motorists or pedestrians of street traffic; and

(d) the removal of all trash and debris.

If, in the opinion of the Board, any Owner fails to perform the duties imposed by this section, the Board will give written notice, by certified mail, to the Owner to remedy the condition in question, setting forth, in reasonable detail, the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner fails to take reasonable steps to remedy the condition within 30 days after the written notice, the Association will have the right of abatement as provided in section 11.02.

8.02 Fences. Fences should be replaced once boards become rotten and unsightly. All fences between two lots are the joint responsibility of both

Members to maintain and replace. The two members should decide which direction the 4" or 6" pickets will face and how the cost is to be shared. If no decision can be agreed upon, each member can share the post and install their own rails and 4" or 6" cedar pickets on their side. If two separate picket sides are installed, each fence will be covered by a two-inch by six-inch cedar cap can be used that will cover the top of both fence sides.

All fences facing the exterior of the subdivision may only use a clear sealant to help preserve the wood.

All members replacing fences different from the original construction guidelines, article 7.01, section 5, are to notify the ACC and discuss any changes prior to installing.

**8.03 Roofs.** If any roof shingles become torn or damaged by hail or wind, the Member is to have the roof repaired within 30 days of notice from the ACC.

If a complete re-roof is required, the Member is to inform the ACC when the installation will begin, and when it is to be completed.

**8.04 Landscaping.** All Members are to ensure flower beds are maintained with healthy plants and flowers, with no weeds visible from the street, to maintain a development wide standard comparable to section 7.01 (a)3.(c).

Lawns are to be watered only on City watering scheduled days and are to be maintained in a healthy condition with minimal weeds.

If after ten days prior written notice an Owner fails to (i) control weeds, grass, and/or other unsightly growth; (ii) remove trash, rubble, building, and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy, or unsightly condition, the Board will have the authority and right to go onto said Lot for the purpose of remedying the condition, and will have the authority and right to assess and collect from the Owner of such Lot, the cost for services rendered on each respective occasion of such violation.

The Assessments, together with interest (at the highest permitted lawful rate per annum), and/or penalty amounts, and any costs of collection, will be a charge on the Lot and will be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest and/or penalty amounts thereon, and costs of collection thereof, will also be the continuing personal obligation of the Owner of such Lot at the time when the Assessment occurred. The lien securing any such Assessment will be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the Assessment date.

**8.05 Retaining Walls.** All Members are responsible for maintenance of retaining walls on their Lot, except those referenced in section 4.04(q).

8.06 Painting and Staining. Residences may be repainted/restained the same color as initial construction without the ACC's approval. Any changes in color require the approval of the ACC. In either case, the paint must be of superior quality, with at least a ten year warranty.

8.07 Trees. Each Member is responsible for the health of trees on their Lot and the foliage droppings of such trees. If the Member has a tree on his or her Lot that loses its leaves, it is responsibility of the Member to rake the foliage so that it does not litter the neighborhood.

8.08 Driveways. Members are to insure their driveways are cleaned and maintained.

8.09 Garage Sales. The Association may hold one annual neighborhood garage sale for a maximum of one day in early spring (May – June) for those who wish to participate. Approval of the event for the upcoming year requires an Authorized Vote at the Annual Meeting. An event committee will schedule and plan the event.

8.10 Garage Doors. In the event of replacement, the garage door must comply with section 7.01(a)3.

8.11 ACC Approval. The Owner must receive approval from the ACC for any modification or additions on their Lot if a building permit is required from the City. No other approval is required after initial occupancy unless otherwise specified in article VIII. The owner will receive written confirmation of the requested approval from the ACC

## ARTICLE IX GENERAL COVENANTS AND RESTRICTIONS

9.01 Application. The covenants and restrictions contained in this article, and elsewhere in this Declaration, pertain and apply to all Lots, and to all Structures erected or placed on any Lot.

9.02 Restrictions of Use. Lots may be used for single-family residences, and for no other purpose. No business of any kind will be conducted on any Lot.

9.03 Re-subdivision of the Property. No Lot may be split, divided, or subdivided. Notwithstanding the foregoing, nothing in this section will prevent the Owner of any Lot from combining two or more Lots into one lot for construction of a single Residence; provided, however, that such combined Lot may not be subdivided later. If two or more Lots are combined into one Lot for

construction of a single Residence, such combined Lot will be entitled to only one vote under section 4.03.

9.04 Construction Completion Time. In the event that a Residence is partially or totally damaged by fire or other causes, the Owner of such Residence must either rebuild the Residence or completely clear the Lot. In the event the Owner desires to rebuild, the construction or restoration of the damaged Residence must commence within 120 days after the occurrence causing the damage. No construction or restoration will commence, until plans and specifications have been submitted to, and approved by, the ACC. In the event the Owner does not desire to rebuild, the Owner must clear all remaining debris and restore the Lot to the condition in which it existed prior to the initial construction of the damaged Residence.

9.05 Trailer Houses, Movable Structures and Temporary Buildings. No temporary building, trailer, trailer house, mobile home, garage, or building under construction will be used, temporarily or permanently, as a Residence on any Lot. No contractor or builder will erect any temporary building or shed on any Lot.

9.06 Signs. No signs will be allowed on the exterior of any home or the surrounding premises, except as provided in section 7.01(A)(8) and as follows:

(a) A home security sign measuring no larger than one-foot high and one-foot in length can be installed adjacent to the front entrance of a home, next to the wall of the house in the front flower bed. A second home security sign of the same dimensions may be placed at the rear entrance.

(b) No more than two school identification signs can be displayed; with each having a maximum combined size of 3.2 sq feet. Signs must be displayed adjacent to each other, and are to be located next to the wall of the house in the front flower bed.

(c) In the event that the Residence is to be sold, one double faced sign may be displayed in the front yard as described in section 7.01(a)8.

(d) Other signs specifically authorized by law.

9.07 Setbacks. All setbacks will be established so that they do not violate the provisions of applicable ordinances, laws, rules, regulations and the provisions of the subdivision plat establishing the Development. No Structure will be erected or placed on any Lot unless its location is consistent with such setbacks.

9.08 Commercial and Recreational Vehicles and Trailers. No commercial vehicle, house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boats or boat trailers, or like equipment will be permitted on any Lot on a permanent basis, but will be allowed on a temporary basis not to exceed 48 consecutive hours. No street parking for these vehicles will be permitted.

9.09 On-Street Parking. All vehicles will be parked only upon the driveways and inside garages/auto courts of each Lot. No street parking is permitted, except for temporary accommodation of guests, not to exceed 12 hours. However, no on-street parking is permitted between mid-night and 6:00 a.m. Vehicles parked on the Association's private streets are subject to towing in an emergency, and at the homeowners expense (City requirement). A sign may be placed at the main entrance informing homeowners and guests of this circumstance. Parking for guests is also available in the visitor parking areas adjacent to the pond.

No regular and routine use of the visitor parking adjacent to the pond is permitted.

In the event of an unusual circumstance that would warrant the short term use of visitor parking by a resident; the resident may be granted a special permit, not to exceed a 30-day period, provided all spaces at the Residence have been utilized. If circumstances require a longer period, the resident may use visitor parking for a period not to exceed a total of 90 days in a rolling calendar year by paying a fee to the Association of \$50.00 per vehicle, per month. Such parking will only be available after all available parking spaces at the Residence are utilized. These permits may be granted by the Board upon written request by the resident explaining the circumstances that would warrant the issuance of a permit and the expected length of time needed. The available parking of a Residence refers to all garage spaces and driveway spaces of a Residence, and does not exclude garage spaces which are unavailable for vehicles due to storage of other items.

9.10 Pets. No animals, livestock, or poultry, of any kind, will be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept; provided that they are not kept, bred, or maintained for commercial purposes; and further provided that all Owners will comply with the applicable ordinances of the City. All pets must be restrained on a leash, and the Owner must pick up and dispose of any waste created by the pet on the Owner's Lot, or any other property within the Development.

9.11 Offensive Activity. No offensive activity will be conducted on any Lot, nor will anything be done which is, or may become, an annoyance or nuisance within the Development.



9.12 Solid Waste. No person will dump or burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property. Except for building materials employed during the course of construction of any structure, no lumber, metals, building materials, or solid waste of any kind will be kept, stored, or allowed to accumulate on any Lot.

Rubbish, garbage, or any other form of solid waste that is to be disposed of, which is collected on a regular and recurring basis by the City is to be handled in the following manner:

Containers of non-household trash may be placed on the curb after sunset on the day prior to the day that a pick-up is to be made. However, household trash should not be placed out for pickup until the morning of the pickup to minimize animals being attracted to the Development. At all other times, all containers (i.e., recycle bins and garbage cans) will be screened or enclosed such that they are not visible from the front of the Residence.

9.13 Antennas/Aerials/Ventilation Pipes. All television antennas, and other antennas and aerials, will be located inside the attic or under the roof so as to be completely hidden from view. Satellite dishes will be permitted only on the rear or sides of the Residence. No towers will be permitted. Ventilation pipes, where possible, will be located at the rear of the Structure(s) and painted to match the roof.

9.14 Tennis Court/Recreational Equipment. Tennis courts are expressly prohibited. Basketball goals, backboards, and nets will only be permitted if they are not directly visible from any street. Recreational and playground equipment will be placed or installed only upon the rear of a Lot. No aboveground pools will be allowed.

9.15 Leasing Restrictions. For purposes of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declaration.

After the recording of this Declaration, no Lot may be leased at any given time to a Third Party without meeting the following conditions.

Additionally, any Owner engaged in leasing or subleasing activities as of the date of this Declaration shall be allowed to continue leasing or subleasing activities until any current lease (including extensions) has expired, at which time they must meet the following conditions, or the Lot is sold or conveyed to a Third Party.

Any owner engaged in leasing or subleasing activity must, upon the sale or conveyance of the Lot, notify any potential buyer or person taking title of the following leasing conditions:

1. No Lot may be leased unless the Owner has been a full time resident or owner for at least one full year, and has paid all Assessments due at

- the time of the commencement of the Lease. Owners may not have more than one residence under lease at any time.
2. Any Owner leasing at Lot must maintain current contact information with the Association at all times.
  3. All lease agreements must be submitted to the Association for review no less than 10 days prior to execution by the Owner.
  4. All lease agreements must contain a provision which terminates the lease if the tenant fails to comply with the Declaration or Bylaws of the Association.
  5. It is the owner's responsibility to ensure that its lease agreement adequately protects the owner's interest in compliance with covenants and bylaws.
  6. It is the Owner's continuing responsibility to ensure the property is maintained in accordance with these covenants or bylaws, and to continue to pay any assessments as they become due.
  7. Owners shall also submit a tenant registration form to the Association for each existing tenant and lease, in a form prepared for the Association by the Board, no less than 10 days prior to executing or extending a lease. The HOA may charge a reasonable review and processing fee concerning the tenant registration form.
  8. Any Owner wishing to lease a Lot must submit a security deposit to the Association in an amount equal to one month's rent (the "Security Deposit") The Security Deposit shall be debited should any tenant of the Owner or the Owner fail to abide by the provisions of the Declaration or Bylaws.
  9. If an Owner fails to provide the tenant registration form to the Association as required, the Association may impose reasonable, monetary penalties as determined by the Board, in addition to other remedies available for violation of the Declaration.
  10. The Association may also suspend an Owner's ability to lease a Lot for a period of 12 months for any violations of the Declaration or Bylaws. This rental restriction provision takes precedence over any inconsistent language in the Bylaws or rules of the Association.

9.16 Other Restrictions. The restrictions of this Declaration will be deemed to be referred to, adopted, and made a part of each and every contract and deed executed by, and on behalf of, the Owner, or any other person or entity, conveying all or any of the Property, as though incorporated in full; and each such contract and/or deed will be conclusively held to have been so executed, delivered, and accepted upon the express conditions stated in this Declaration.

All of the restrictions, covenants, reservations, liens, and charges appearing in this Declaration, as well as those appearing in any contract, deed, or other conveyance to, or covering any part of the Property, will be construed together, but if any one of the same will be held to be invalid, or for any reason

is not enforceable, none of the others will be affected or impaired, but will remain in full force and effect.

ARTICLE X  
EASEMENTS, ZONING AND RESTRICTIONS

10.01 Zoning and Private Restrictions. None of the covenants, restrictions, or easements created or imposed by this Declaration will be construed as permitting any action prohibited by the recorded subdivision plat of the Development, applicable zoning laws, or by the laws, rules, or regulations of any governmental body that are applicable to the Development. In the event of any conflict between such laws, rules, or regulations and the covenants, restrictions, and easements created or imposed by this Declaration, the most restrictive provision will govern and control.

10.02 Easements.

(a) Easement for Perimeter Fencing. The Association will have an easement and full rights of access, ingress, egress, and use over the Property (including any and all Lots in the Development) to construct, maintain and replace) the fence around the perimeter of the Property along Myers Road.

(b) Easement for Common Property Construction and Maintenance. The Association will have an easement and full rights of access, ingress, egress, and use over a five-foot wide strip on each Lot, extending along the boundary of all Common Property, to facilitate the construction, maintenance and replacement of any improvement on the Common Property; provided, however, the Association must repair any damage to a Lot caused by the construction, maintenance, or replacement of any improvement on the Common Property.

(c) Utility Easements. The recorded plat of the Property shows utility easements over the Lots and the Common Property. All such utility easement areas are reserved for the benefit of any and all *bona fide* public utility service companies, cable companies, and telephone companies who will have the right of access, ingress, egress, and use of the areas for the installation and maintenance of utility facilities to serve the Development. Additionally, the Association will have full rights of access, ingress, egress, and use of such utility easement areas for the installation, operation, maintenance, repair, or removal of any utility or obstruction that may be placed on such easement.

(d) Police Power Easement. With respect to the Common Properties and streets, easements, and right-of-ways within the Property, all governmental agencies and authorities will have full rights of ingress, egress, and access for personnel and emergency vehicles for maintenance, police, and

fire protection, drainage, and other lawful police powers designed to promote the health, safety, and general welfare of the residents within the Development.

(e) Surface Water Run-off Easement. The Pond Property will be burdened with such easements as may be granted in accordance with section 3.03.

## ARTICLE XI ENFORCEMENT

11.01 Right of Enforcement. This Declaration and the Restrictions contained herein will insure to the benefit of, and will be enforceable by (i) the Association, and (ii) each Owner, his legal representatives, heirs, successors and assigns.

### 11.02 Right of Abatement.

(a) Except where different notice provisions are provided, in the event of a violation or breach of any Restriction contained in this Declaration, the Association will give written notice by certified mail to the Owner, setting forth, in reasonable detail, the nature of such violation or breach, and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner will fail to take reasonable steps to remedy such violation or breach within 30 days after the mailing of said written notice, then the Association will have the right of abatement ("**Right of Abatement**") set forth below, in addition to any and all other remedies available at law or in equity. The board will provide written confirmation to the owner upon the Owners notification to the board that the work has been completed and approved by the ACC.

(b) The Right of Abatement, as used in this section and elsewhere in these Declarations, means the right of the Association to enter, at all reasonable times, upon any Lot, as to which a violation, breach, or other condition to be remedied exists, and to take the actions specified in the notice (referenced above) to the Owner to abate, extinguish, remove, or repair, or otherwise cure such violation, breach, or other condition which may exist on the Lot, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this section. The costs to the Association related to the exercise of the Right of Abatement (including the costs of collection, including reasonable attorneys' fees), together with interest at the lower of the highest rate permitted by law, or 18%, will be a binding personal obligation of the Owner of the Lot, subject to the Right of Abatement, enforceable in law, and the lien granted under article V, enforceable pursuant to the provisions of section 5.01(b)3. to secure such costs.

11.03 Specific Performance. Nothing contained in this Declaration will be deemed to affect or limit the rights the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings, or to recover damages or any other relief available at law or in equity. However, it is declared that it may be impossible to measure accurately in money, the damages which will accrue to a beneficiary, its transferees, successors, or assigns, by reason of a violation of, or failure to perform any of the obligations provided by this Declaration; and, therefore, any beneficiary will be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions of this Declaration.

11.04 Collection of Assessments and Enforcement of Lien.

(a) If any Assessment, interest, cost, or other charge is not paid as required by this Declaration, the Association may (i) bring an action at law against the Owner personally obligated to pay the same, and/or (ii) bring an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien (which will include the right, but not the obligation to file a notice of lien against said Lot in the deed records of Tarrant County), for purpose of collecting such Assessment, cost or charge, plus any interest, and costs of collection, including reasonable attorneys' fees. These rights and remedies are in addition to all other remedies available at law or in equity.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any Assessment, interest, cost, or other charge is not paid as required by this Declaration, each Owner grants to the Association and its assigns the following irrevocable power of attorney and power of sale: To sell, by judicial foreclosure, the said Lot or Lots subject to the lien at auction, at the usual place for conducting the sales at the courthouse in Tarrant County, Texas, to the highest bidder for cash, after providing to the Owner all notices and performing all acts required by section 51.002 and chapter 209 of the Texas Property Code, all other notices being hereby waived by each Owner; and the Association or any person on behalf of the Association, or its assigns, may bid and purchase at such sale, and execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance will contain recitals to the happenings of the default upon which the execution of the power of sale granted by this Declaration depends; and each Owner constitutes and appoints the Association and its assigns, the agent, and attorney in fact of each Owner to make such recitals, and covenants and agrees that the recitals to be made by the Association, or its assigns, will be binding and conclusive upon the Owner whose property is the subject matter of such sale; and the heirs, executors, administrators, and assigns of such Owner, and the Association, or its assigns, will collect the proceeds of

such sale, and after reserving there from the entire amount of Assessment, interest, cost, or other charges due, together with all costs and expenses of sale and reasonable attorneys' fees, will pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency granted by this Declaration are coupled with an interest, and are irrevocable by death, incapacity, or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness as provided by law

11.05 No Waiver. The failure of the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors, and assigns, to enforce any Restrictions contained in this Declaration will, in no event, be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

## ARTICLE XII DURATION AND AMENDMENT

12.01 Duration. This Declaration will run with, and bind the land subject to this Declaration, and will inure to the benefit of, and be enforceable by, the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for an original 30-year term expiring on the 30th anniversary of the date of recordation of this Declaration, after which time this Declaration will be automatically extended for successive periods of ten years unless an instrument is signed by the Owners of at least 51% of all Lots within the Property and recorded in the deed records of Tarrant County, Texas, which contains and sets forth an agreement to abolish this Declaration; provided, however, no such agreement [where approved by an Authorized Vote of the Owners of all Lots within the Properties] to abolish will be effective unless made and recorded one year in advance of the effective date of such abolishment.

12.02 Amendments by Association. Amendments to this Declaration will be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment will be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and will be delivered to each Member of the Association. See Sec. 3.05 of the First Amended Bylaws of Arlington LV HOA, Inc.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by an Authorized Vote; provided, however, that any amendment that materially and adversely affects the lien status, security and interest of any mortgagee must be approved by such mortgagee.

(c) The agreement of the required percentage of the Owners and, where required, any mortgagee, to any amendment of this Declaration, will be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the president and any vice president or the secretary of the Association attached to, or incorporated in the amendment, executed by the Association, which sworn statement will state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration will become effective only when recorded or at such later date as may be specified in the amendment itself.

ARTICLE XIII  
MISCELLANEOUS

13.01 No Reverter. No Restriction herein is intended to be, or will be construed as a condition subsequent or as creating a possibility of a reverter.

13.02 Severability. A determination by a court that any provision hereof is invalid for any reason will not affect the validity of any other provision hereof.

13.03 Headings. The headings of the articles and sections hereof are for convenience only and will not affect the meaning or interpretation of the contents of this Declaration.

13.04 Gender. Throughout this Declaration, where appropriate, the masculine gender will be deemed to include the feminine and neuter genders, and the singular will include the plural, and vice versa.

13.05 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosure or consent of any kind made pursuant to this Declaration, whether made by, the Association, an Owner, or any other person, will be in writing. All such writings will be sufficient only if deposited in the United States Mail, certified or registered, return receipt requested, with sufficient postage, and sent to the following addresses:

(a) Arlington Lago Vista H.O.A.  
P.O. Box 172952  
Arlington, Texas 76003-2952

(b) Owner: Each Owner's address as registered with the Association in accordance with the Bylaws. Any written communication pursuant to this section will be deemed received on the third day following the day such written notice is deposited in the United States Mail in accordance.

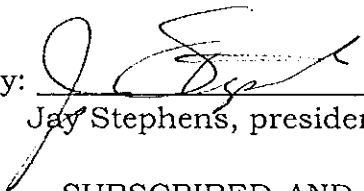
13.06 NO LIABILITY. THE ASSOCIATION HAS, USING BEST EFFORTS AND ALL DUE DILIGENCE, PREPARED AND RECORDED THIS AMENDED DECLARATION SO THAT EACH AND EVERY OWNER SHALL HAVE THE RIGHT AND THE POWER TO ENFORCE THE TERMS AND PROVISIONS OF THIS DECLARATION AGAINST EVERY OTHER OWNER. HOWEVER, IN THE EVENT THAT THIS DECLARATION IS, FOR ANY REASON WHATSOEVER, UNENFORCEABLE BY ANY OWNER (OR ANY OTHER PERSON) IN A COURT OF LAW OR OTHERWISE, DECLARANT SHALL HAVE NO LIABILITY OF ANY KIND AS A RESULT OF SUCH UNENFORCEABILITY, AND EACH AN EVERY OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT, ACKNOWLEDGES THAT THE ASSOCIATION SHALL HAVE NO SUCH LIABILITY.



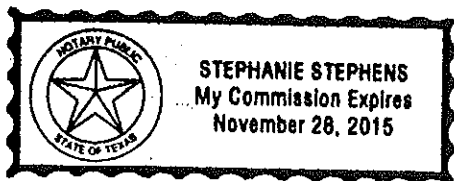
CERTIFICATION

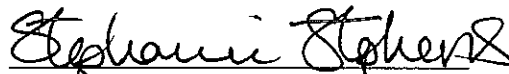
"I, the undersigned, being the president of Arlington LV HOA, Inc. hereby certify that the revised Declaration of Covenants, Restrictions and Easements for Lago Vista above were lawfully adopted by at least 67% of the Arlington LV HOA, Inc. Membership on January 13, 2015."

ARLINGTON LV HOA, INC.

by:   
Jay Stephens, president

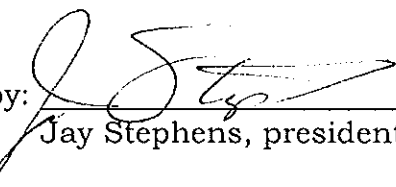
SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority, by the above-mentioned affiant on this 13 day of January, 2015, to certify which witness my hand and seal of office.



  
Notary Public in and for  
The State of Texas

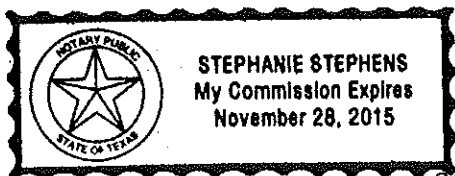
IN WITNESS WHEREOF, the Association has caused this Declaration to be duly executed as provided in the certification set forth above, to be effective as of 14 day of January, 2015.

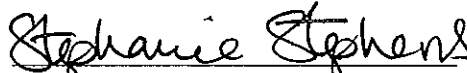
ARLINGTON LV HOA, INC.

by:   
Jay Stephens, president

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 13 day of January, 2015, by Jay Stephens, president of Arlington LV HOA, Inc., a Texas nonprofit corporation,



  
Notary Public in and for the  
State of Texas

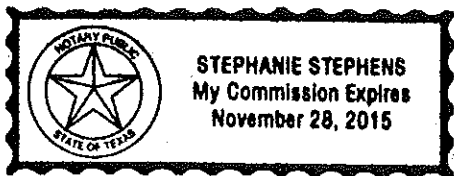
CERTIFICATION

"I, the undersigned, being the vice-president of Arlington LV HOA, Inc. hereby certify that the revised Declaration of Covenants, Restrictions and Easements for Lago Vista above were lawfully adopted by at least 67% of the Arlington LV HOA, Inc. Membership on January 13, 2015."

ARLINGTON LV HOA, INC.

by: *Beverly Tye*  
Beverly Tye, vice-president

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority, by the above-mentioned affiant on this 13 day of January, 2015, to certify which witness my hand and seal of office.



*Stephanie Stephens*  
Notary Public in and for  
The State of Texas

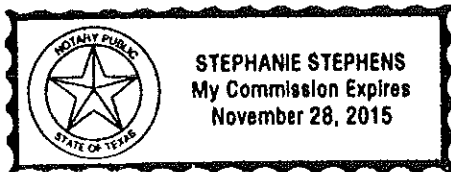
IN WITNESS WHEREOF, the Association has caused this Declaration to be duly executed as provided in the certification set forth above, to be effective as of 14 day of January, 2015.

ARLINGTON LV HOA, INC.

by: *Beverly Tye*  
Beverly Tye, vice-president

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 13 day of January, 2015, by Beverly Tye, vice-president of Arlington LV HOA, Inc., a Texas nonprofit corporation,



*Stephanie Stephens*  
Notary Public in and for the  
State of Texas

STATE OF TEXAS:  
COUNTY OF TARRANT.

WHEREAS LV DEVELOPMENT, LTD. acting by and through the undersigned its duly authorized agent is the sole owner of a tract of land located in the John C. Houston Survey, Abstract No. 720, in the City of Arlington, Tarrant County, Texas, according to the deeds recorded in Instruments D204304600, D204310314, D204310311, Deed Records, Tarrant County, Texas, ( DRTCT ), and being more particularly described by metes and bounds as follow;

Commencing at a pk nail at the Southwest corner of said LV Development tract, said pk nail being the Northwest corner of a tract of land described in a deed to 3B Estates, Ltd. and 4B Holdings, Ltd. recorded in Volume 15871, Page 218, DRTCT, and also being the Southeast corner of Lot 1, J.C. Houston Addition, recorded in Volume 388-150, Page 43, PRTCT. Thence North 00 deg. 24 min. 23 sec. East a distance of 20.00 feet to a point for the Place of Beginning;

Thence North 00 deg. 24 min. 23 sec. East, along the common line between said LV Development tract, and said Lot 1, a distance of 1,036.24 feet to a 3/8 inch iron rod found for corner, said point being the Northwest corner of said LV Development tract, the Northeast corner of Lot 1, J.C. Houston Addition, recorded in Volume 388-150, Page 43, Plat Records, Tarrant County, Texas, ( PRTCT ), said point also being in the South line of Block 13 of Bayberry Hills, Section 2, Phase 2, recorded in Cabinet A, Slide 6274, PRTCT;

Thence South 89 deg. 30 min. 15 sec. East, along the common line between said LV Development tract, and said Bayberry Hills, passing the Southeast corner of said Bayberry Hills, and the Southwest corner of a tract of land to Estell C. Myers, recorded in Volume 1045, Page 54, DRTCT, at a distance of 305.51 feet, continuing along the common line between said LV Development tract, continuing on in all a distance of 538.50 feet to a 5/8 inch iron rod found for corner, said point being in the West right line of Myers Road, a 60 foot right of way, as shown on the plat of Woodsetter, Platte 1, recorded in Volume 388-139, Page 94, Plat Records, Tarrant County, Texas, ( PRTCT );

Thence South, along the West right of way line of said Myers Road, a distance of 7.54 feet to a found iron rod at the beginning of a curve to the right, said curve having a radius of 303.44 feet;

Thence in a Southwesterly direction, continuing along the West right of way line of said Myers Road, and along said curve to the right, a distance of 82.97 feet to a found iron rod at the point of tangency, said curve having a chord bearing of South 07 deg. 50 min. 00 sec. West, and a chord length of 82.71 feet;

Thence South 15 deg. 40 min. 00 sec. West, continuing along the West right of way line of said Myers Road, a distance of 11.10 feet to a found iron rod at the beginning of a curve to the left, said curve having a radius of 423.44 feet;

Thence in Southerly direction, continuing along the West right of way line of said Myers Road, and along said curve to the left, a distance of 116.93 feet to a found iron rod for corner, said point being in the East line of said Gilley tract, said curve having a chord bearing of South 07 deg. 45 min. 20 sec. West, and a chord distance of 116.56 feet;

Thence South 00 deg. 04 min. 51 sec. East, continuing along the West right of way line of said Myers Road, a distance of 815.62 feet to a set iron rod for corner;

Thence South 89 deg. 57 min. 53 sec. West, a distance of 516.98 feet to the Point of Beginning, and containing 12,240 acres or 533,160 square feet of land, more or less;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

THAT, LV DEVELOPMENT, LTD., acting by and through the undersigned, their duly authorized agent, do hereby adopt this plat designating the herein above described real property as LOTS 1-20, BLOCK 1 \* LOTS 1-16, BLOCK 2 \* LOTS 1-10, BLOCK 3 \* LOTS 1X-3X, BLOCK 4 \* LOTS 1-12 BLOCK 5 LOTS 1-7, BLOCK 6 LAGO VISTA, an addition to the City of Arlington, Tarrant County, Texas, and do hereby dedicate to the public's use the streets and easements shown thereon, except the private easements shown thereon.

Pursuant to Section 12.002 of the Texas Property Code, as amended, I have obtained original tax certificates from each taxing unit with jurisdiction over each parcel of real property in said subdivision indicating that no delinquent ad valorem taxes are owed on the real property which is the subject of the plat or replat I have submitted to the City of Arlington, Tarrant County, Texas for filing and recording with the Tarrant County Clerk's Office."

EXHIBIT "A"

EXHIBIT "B"  
Authorized Vote Chart

<u>Number of Votes</u>	<u>Yes Votes Required</u>	<u>Number of Yes Votes to Have 51% Majority</u>	<u>Actual % of Yes Votes Cast</u>
33	22		66.7%
34	22	17.34	64.7%
35	22	17.85	62.9%
36	22	18.36	61.1%
37	22	18.87	59.5%
38	22	19.38	57.9%
39	22	19.89	56.4%
40	22	20.4	55.0%
41	22	20.91	53.7%
42	22	21.42	52.4%
43	22	21.93	51.2%
44	23	22.44	52.3%
45	23	22.95	51.0%
46	23	23.46	51.0%
47	24	23.97	51.0%
48	25	24.48	52.1%
49	25	24.99	51.0%
50	26	25.5	51.0%
51	26	26.01	51.0%
52	27	26.52	51.0%
53	27	27.03	51.0%
54	28	27.54	51.0%
55	28	28.05	51.0%
56	29	28.56	51.0%
57	29	29.07	51.0%
58	30	29.58	51.0%
59	30	30.09	51.0%
60	31	30.6	51.0%
61	31	31.11	51.0%
62	32	31.62	51.0%
63	32	32.13	51.0%
64	33	32.64	51.0%
65	33	33.15	51.0%

### FINE/FEE SCHEDULE

- VIOLATION-----Informal contact by board member to explain rule being violated and corrective action that needs to be taken.

If after ten days no corrective action has been taken or the resident has not notified the board of extenuating circumstances preventing the corrective action to be taken, the following steps will apply:

- Written letter from the board requesting immediate correction of the rule violation.
- If after ten days and no response, a notification will be sent to the homeowner advising that they have incurred a fine of fifty dollars and corrective action must be completed immediately
- If after ten days and no response, a notification will be sent to the homeowner advising that they have incurred a fine of one hundred dollars and corrective action must be completed immediately
- If after ten days and no response, a notification will be sent to the homeowner advising that they have incurred a fine of two hundred and fifty dollars and corrective action must be completed immediately.

### PARKING VIOLATIONS

In the event of total non-compliance the Association reserves the right for the removal of the vehicle from the premises.

### LANDSCAPE

In the event of non-compliance, the Association will follow the remedies as described in section 8.04 to bring the property into compliance

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

ARLINGTON LV HOA INC  
P O BOX 172952  
ARLINGTON, TX 76003

Submitter: ARLINGTON LV HOA INC

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

Filed For Registration: 1/14/2015 10:35 AM

Instrument #: D215007979

OPR 38 PGS \$160.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D215007979

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