

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CROWN VALLEY ESTATES  
PHASE I - SECTION I, RECORDED IN PLAT CABINET B, SLIDE 744, PLAT RECORDS,  
PARKER COUNTY, TEXAS)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 17<sup>th</sup> day of October 2002, by Crown Valley Partners, LP, a Texas Limited Partnership (hereinafter referred to as "Declarant"), by and through its general partner Crown Valley Development Corporation, a Texas Corporation.

WITNESSETH:

Declarant is the owner of that certain real property referred to in Article II and described on Exhibit A of this Declaration, which property represents Phase I of a master community development known as Crown Valley Estates, and Declarant also owns adjacent and contiguous real property on which subsequent residential development phases will be built. Declarant desires to take advantage of the presently existing unique geographical features of the subject property to propose to establish and implement highly sophisticated plans for residential living, recreation and aesthetic enhancements. In view of the various unusual and uncommon features of Declarant's long range plans, Declarant desires to impose these restrictions on the subject property and yet retain reasonable flexibility to respond to changing or unanticipated circumstances so as to control and maintain the first class quality and distinction of the Crown Valley Estate project.

IN WITNESS WHEREOF, Declarant hereby declares that the real property referred to in Article II and described on Exhibit A and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to herein as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration or any amendment, or supplement hereto (unless the context shall clearly indicate or prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to Crown Valley Homeowners Association, a Texas nonprofit corporation, which has the power, duty and responsibility of maintaining and administering the Common Properties, and collecting the assessments and charges hereinafter prescribed, and has the primary right of administering and enforcing the Covenants and Restrictions.
- (b) "Common Properties" shall mean and refer to any and all areas of land within the Property which are known, described or designated as common green, common areas, recreational easements, greenbelts, open spaces or private streets on any recorded subdivision plat of the Property or intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed or installed hereon, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Properties and any additions to or replacements of such Common Properties. The common areas now within the Crown Valley residential community generally consist of private streets, gate/guard structures, and open spaces. Declarant proposes to hold record title to the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Members to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant but prior to, or at the same time as all Lots have been sold) record title to the Common Properties will be formally transferred from the Declarant to the Association. Declarant reserves the right to effect minor redesigns or reconfigurations of the Common Properties and execute any open space declarations applicable to the Common Properties which may be permitted by law in order to reduce property taxes. Any part of the Crown Valley Driving Range, the Crown Valley Golf Course, and all associated improvements therewith, the Crown Valley Clubhouse, the Crown Valley Swimming Center, the Crown Valley Tennis Center, and the like

are not now, and shall never be part of the Common Property, and no Lot Owner shall ever acquire an interest in such, other than a Membership and being further described in the Membership documents, by virtue purchasing a Lot.

- (c) "Declarant" shall mean and refer to Crown Valley Partners, L.P., and the successors and assigns (if any) of Crown Valley Partners, L.P., with respect to the voluntary disposition of all (or substantially all) of the assets of Crown Valley Partners, L.P., and/or the voluntary disposition of all (or substantially all) of the right, title and interest of Crown Valley Partners, L.P., in and to the Property prior to the completion of development thereon. No person or entity purchasing one or more Lots from Crown Valley Partners, L.P., in the ordinary course of business shall be considered as "Declarant".
- (d) "Existing Property" shall mean and refer to the real property, which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 2.01 of Article II hereof.
- (c) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property, as amended from time to time, which is designated as a lot therein and which is or will be improved with a residential dwelling in conformity with the building restrictions herein set forth. Although some portions of the Common Properties may be platted as a "lot" on the subdivision plat, these lots shall be excluded from the definition of "Lot" as used herein. "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property. Any reference in Article IX hereof or the visibility of an item from any Adjoining Lot shall mean the visibility of such item from the ground level of the structure located on the Adjoining Lot and not the second story of a two story dwelling located thereon.
- (d) "Member" shall mean and refer to each Owner of a Lot.
- (e) "Owner" shall mean and refer to each and every person or business entity who or which is a record owner or a Fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity (ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation.
- (h) "Property" or "subdivision" shall mean and refer to all such existing properties, and any additions thereto, as are subject to this Declaration, or any amendment or supplement hereto, prepared and filed of record pursuant to the provisions of Article II hereof. Declarant presently envisions that additional properties surrounding the Existing Property will be added to the scheme of this Declaration, but may, or may not have their own distinctive set of covenant's, conditions and restrictions.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION, & ADDITIONS THERETO

- 2.01. Existing Property. The Existing Property is located in the City of Weatherford, Parker County, Texas, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes.
- 2.02. Additions to Existing property. Additional land(s) may become subject to this Declaration, or such additional lands own declaration, in any of the following manners:
  - (a) Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration.
  - (b) In the event any person or entity other than Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior

written consent and approval of the majority of the outstanding votes within each voting class of the Association.

- (c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.
  - (d) Declarant shall have the right and option (without the joinder, approval or consent of such associations) to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one-half (1/2) mile of any real property then subject to the jurisdiction of this Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Existing Property together with the covenants, conditions and restrictions established upon any other properties as one scheme.
- 2.03. **Removal of Property.** At any time prior to, or at the same time as all of the Lots are sold, Declarant may remove portions of the Existing Property from the scheme of this Declaration by filing of record a Release of Restrictions describing the portion of the Existing Property which has been released.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

- 3.01. **Membership.** Every Owner of a Lot shall automatically be and must remain a Member of the Association in good standing. The Board of Directors may declare that an Owner is not a Member in good standing because of past unpaid dues, fines, late charges, interest, legal fees, and/or any other assessments of any nature. The Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until such past unpaid amounts are paid in full.
- 3.02. **Voting Rights.** The Association shall have three classes of voting membership:
- CLASS A:** Class A Members shall be all Members other than Class B and Class C Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
  - CLASS B:** Class B Members shall be any bona fide Owner who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Class B Members shall be non-voting members of the Association. The Class B membership shall cease, and each Class B Member shall become a Class A Member when:
    - (1) the total number of votes outstanding in the Class A membership equals the total number of votes outstanding in the Class C membership; or
    - (2) on the tenth (10<sup>th</sup>) anniversary of the date hereof, whichever occurs first in time.
  - CLASS C:** The Class C Member shall be the Declarant. The Class C Member shall be entitled to six (6) votes for each Lot, which it owns, and for each Lot owned by all Class B Members.

Notwithstanding the aforementioned voting rights within the Association and consistent with the provisions of Section 12.02 hereinafter, until:

- (n) Declarant no longer owns:
  - (1) record title to any Lot; and
  - (2) a lien interest in any Lot; and
  - (3) title to any adjoining acreage intended to be developed as an additional section or phase of Crown Valley Estates; or
- (o) All Lots have been sold,

whichever occurs first in time, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant, which shall not be unreasonably withheld or delayed.

3.03. Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and Bylaws of the Association, as same may be amended from time to time. Subject to the provisions of Section 3.02 above, any action by or on behalf of the Association may be taken with the assent given in writing and signed by Members who collectively hold or control more than sixty percent (60%) of the outstanding votes of the Association.

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

- 4.01. Powers and Duties. Its Board of Directors hereinafter referred to, as the Board shall conduct the affairs of the Association. The Board shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article VI below, the following:
- (a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties;
  - (b) Any private trash and garbage collection service and security arrangements;
  - (c) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Properties only;
  - (d) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;
  - (e) Legal and accounting services; and
  - (f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, powers and duties:

- (a) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

- (b) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the Common Properties; (ii) insurance coverage (if any) on Common Properties, as they relate to the assessment, collection and disbursement process envisioned by Article V hereinafter; and (iii) utility installation, consumption and service matters;
  - (c) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or secured by such assets of the Association as deemed appropriate by the lender and the Association;
  - (d) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;
  - (e) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;
  - (f) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time;
  - (g) To make available to each Owner within ninety (90) days after the end of each year an annual report;
  - (h) Pursuant to Article VI herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;
  - (i) To enforce the provisions of this Declaration and any rules made hereunder and to fine, enforce and/or seek damages from any Owner for violation of such provisions or rules.
- 4.02. **Board Powers, Exclusive.** The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then Declarant may exercise its power and authority under Section 12.02 hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.
- 4.03. **Contracts With Owners.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.
- 4.04. **Liability Limitations.** Neither any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.
- 4.05. **Reserve Funds.** The Board may establish reserve funds, which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.
- 4.06. **Restrictions on Contracts.** Neither Declarant nor the Association may directly or indirectly enter into any management agreement or any other contract on behalf of the Association which extends beyond the date Class

B memberships cease as provided in Section 3.02 of this Declaration. The Association may, however, following such date, enter into new management agreements or other contracts in accordance with this Declaration.

- 4.07. Rules of the Board. All Owners and their occupants shall abide by any rules and regulations adopted by the Board.

ARTICLE V  
PROPERTY RIGHTS IN THE COMMUNITY PROPERTY

- 5.01. Members Easements of Enjoyment. Subject to the provisions of Section 5.03 of this Article, every Member and every tenant and family member of every Member, who resides on a Lot, and each individual who resides with either of them, on such Lot shall have a right and easement of use, recreation and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot, provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.
- 5.02. Title to the Common Properties. Declarant will hold record title to the Common Properties for an indefinite period of time, subject to the easements set forth in Section 5.01 hereof; Declarant shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by any governmental entity) to encumber, mortgage, design, redesign, reconfigure, alter, improve, landscape and maintain the Common Properties, provided that Declarant fully and timely complies with any and all requirements of any governmental requirements. At some point in time (deemed reasonable and appropriate by the Declarant but prior to or at the same time as all Lots being sold), the Declarant will convey title to the Common Properties to the Association for the purposes herein envisioned. Declarant reserves the right to execute any open space declarations applicable to the Common Properties, which may be permitted by law in order to reduce property taxes.
- 5.03. Extent of Members Easements. The rights and easements of use, recreation and enjoyment created hereby shall be subject to the following:
- (a) The right of Declarant or the Association to prescribe reasonable regulations and policies governing, and to charge fees and or deposits related to, the use, operation and maintenance of the Common Properties;
  - (b) Liens or mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by Declarant to develop and improve the Property or by the Association to improve or maintain the Common Properties;
  - (c) The right of the Association to enter into and execute contracts with any party (including, without limitation, Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association;
  - (d) The right of Declarant or the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;
  - (e) The right of Declarant and/or the Association to suspend the voting rights of any Member and to suspend the right of any individual to use or enjoy any of the Common Properties for any period during which any assessment (including without limitation "fines") against a Lot resided upon by such individual remains unpaid, and for any period deemed reasonable by the Association for an infraction of the then existing rules and regulations;
  - (f) The right of Declarant and/or the Association to dedicate or transfer all or any part of the Common Properties to any municipal corporation, development district, fresh water supply district, public agency, authority, or utility company for such purposes and upon such conditions as may be agreed upon by Declarant and the Members having a majority of the outstanding eligible votes of the Association;

- (b) The right of Declarant and/or the Association to convey sell or lease all or part of the Common Properties upon such terms and conditions as may be agreed upon by Declarant and the Members having a majority of the outstanding eligible votes of the association;
- (h) The right of the Declarant and/or the Association to enter into and execute contracts with the owner-operators of any community antenna television system ("CATV") or other similar operations for the purpose of extending cable or utility service on, over or under the Common Properties to ultimately provide service to one or more of the Lots.

**ARTICLE VI  
COVENANTS FOR ASSESSMENTS**

6.01. **Personal Obligation of Assessments.** Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

- (a) Regular assessments or charges for maintenance, taxes and insurance on portions of the Properties and the Common Properties (including, without limitation, those matters described within Section 4.01 hereof);
- (b) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- (c) Special individual assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of an individual Owner and not caused by ordinary wear and tear; and
- (d) Individual assessments and fines levied against individual Owners for violations of rules and regulations pertaining to the Association and/or the Common Properties;

such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot regardless which each such assessment is made and shall also be the continuing personal obligation of the then existing Owner of such Lot at the time which the assessment became due.

6.02. **Creation of Lien.** Declarant hereby reserves a vendor's lien against each Lot to secure the payment of any assessment which may be levied pursuant to the terms and provisions of Sections 6.05, 6.06, 6.11 and/or 12.06 hereof, and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the maximum rate permitted by law, costs and reasonable attorneys fees. Such lien may be enforced by appropriate judicial proceedings, and the amounts secured thereby shall be the obligation of and chargeable to Owner. Such lien shall be and is subordinate and inferior only to the following: (i) assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Lot; and (ii) amounts due under any first lien deed of trust duly recorded prior, to the recordation of any lien assessment as provided in Section 6.03 of this Article VI.

6.03. **Assessment Liens.**

- (a) All sums assessed but unpaid, including interest thereon at the maximum rate permitted by law from the date such assessments are due until said assessments are paid (subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum permitted by applicable law) shall constitute a lien on the Lot superior to all other liens and encumbrances, except as provided in Section 6.02 of this Article VI. Declarant, or the Board or its duly appointed agent, may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, the name

of Owner and a description of the Lot. Such notice shall be signed by Declarant or the Board or its duly appointed agent and may be recorded in the office of the County Clerk of Parker County, Texas. Such lien may be enforced by the foreclosure of it upon the Lot by the Declarant or the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and attorney's fees incurred in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall not be required to pay, any unpaid assessments owing with respect to the Lot, but such payment shall not be deemed a waiver of Owners default by either, Declarant, the Board or such mortgagee.

- (b) The amount of the assessments assessed against the Lot shall also be a personal obligation or indebtedness of the Owner hereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same.
  - (c) An Owner, by acceptance of the deed to the Property, hereby expressly vests in Declarant, the Board or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or by abandonment of his Lot.
  - (d) If any assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month that any portion of an assessment remains unpaid. The late charge shall be in the amount of Twenty-five and No/100 Dollars (\$25.00) for all Class A Members and Twelve and 50/100 Dollars (\$12.50) for all Class B Members. A reasonable service charge in an amount established by the Board shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes, in the amounts of regular or special assessments; provided, however, that the amount of any late charges assessed against Class B Members shall be fifty percent (50.0%) less than that of the amount of the late charge assessed against Class A Members.
- 6.04. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of (i) promoting the health, recreation, safety and welfare of the residents of the Property; (ii) improving and maintaining the private walkways, jogging and bicycle trails, lakes, recreational areas, (if any) or other properties, services and facilities directly related to the use and enjoyment of the Common Properties; (iii) the payment of taxes on the Common Properties and insurance (if any) in connection with the Common Properties and the repair, replacement and additions thereto; (iv) the payment for electricity for street lights and exterior lights and the repair, replacement and additions of various items within the Common Properties; (v) trash and garbage collection and security arrangements, as may be determined necessary and appropriate by the Association from time to time; (vi) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of the Common Properties; (vii) carrying out the duties of the Board as set forth in Article IV hereof; (viii) carrying out the various matters set forth or envisioned herein or in any amendment or supplement hereto; and (ix) for any matter or thing designated by any governmental agency in connection with any zoning, subdivision, planning, building or development requirements.

6.05. Basis and Amount of Regular Maintenance Assessments.

- (a) Until and unless otherwise determined by the Board, the maximum regular assessment shall be One Hundred Dollars (\$100.00) per Lot per month.
- (b) The Board may establish the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased more than thirty percent (30%) above the maximum annual assessment for the previous year unless otherwise approved by the Members of the Association as provided in Section 3.03 of Article III.



- (c) After consideration of current maintenance costs and the future needs of the Association, the Board may fix the actual annual assessment at an amount equal to or less than the then existing maximum annual assessment.
  - (d) The Board may establish a time price differential schedule for the payment of the regular assessment in which the lowest amount is the actual regular base assessment.
- 6.06. Special Assessments for Capital Improvements. In addition to the regular assessments authorized by Section 6.03 hereof, the Association may levy, in any Fiscal year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including any necessary fixtures and personal property related thereto; provided that any such assessment shall have the affirmative approval of the Members of the Association as provided in Section 3.03, Article III.
- 6.07. Uniform Rate of Annual and Special Assessments. Both regular and special capital assessments must be fixed at a uniform rate to all Lots owned by Class A Members. Each Lot owned by a Class A Member shall be charged with one hundred percent (100.0%) of the established per Lot assessment, while each Lot owned by a Class B Member shall be charged with fifty percent (50%) of the established per Lot assessment. Lots owned by Declarant shall not be charged with any portion of any assessment.
- 6.08. Date of Commencement of Assessments; Due Dates. The Board may prescribe from time to time that the regular base assessments are to be collected on an annual, semi-annual, quarterly or monthly basis, and accordingly, the Board shall prescribe the appropriate due dates and if applicable the time price differential rates and due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other assessments or special assessment under Sections 6.05 and 6.06 hereof, shall be fixed in the respective resolution authorizing such assessment.
- 6.09. Duties of the Board with Respect to Assessments.
- (a) In the event of a revision to the amount or rate of the regular base assessment, or establishment of a special group or special individual assessment, the Board shall fix the amount of the base assessment against each Lot, and the applicable due dates for each assessment, at least sixty (60) days in advance of such date or period, and the Board shall, at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.
  - (b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.
  - (c) The Board shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an Officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Board for the issuance of such certificate may make a reasonable charge.
- 6.10. Rights of Governmental Agencies. Unless otherwise approved by seventy-five percent (75.0%) of the outstanding votes within each voting class, the Association shall not by act or omission seek to abandon its obligations as established by this Declaration. However, in the event that:
- (a) The Association dissolves and the Common Properties shall not be either (i) dedicated to and accepted by an appropriate municipal corporation, county development district, fresh water supply district, public agency, authority or utility to be devoted to purposes as nearly as practicable the same as those to which such Common Properties were required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Properties; or
  - (b) The Association its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Properties which it is obligated to maintain hereunder; then, in either such event, any governmental agency shall have the right, but not the obligation, to assume the duty of performing all such maintenance obligations of the Association at any time after such dissolutions

upon giving written notice to the Owners, or at any time after the expiration of twenty-one (21) days after receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, such governmental agency may collect, when the same become due, all assessments, annual or special, levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining or caring for the Common Properties and, if necessary, enforce the payment of delinquent assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligations, such governmental agency may levy an assessment upon each Lot on a pro-rata basis for the costs of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the Lot against which each assessment is made. During any period that such governmental agency assumes the obligation to maintain and care for the Common Properties, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of such governmental agency to maintain the Common Properties shall cease and terminate when the Association, its successors or assigns, shall present to such governmental agency reasonable evidence of its willingness and ability to resume maintenance of the Common Properties. In the event such governmental agency assumes the duty of performing the maintenance obligations of the Association as provided herein, then such governmental agency, its agents, representatives and employees, shall have right of access, ingress and egress to and over the Common Properties for the purposes of maintaining, improving and preserving the same, and in no event, and under no circumstances, shall such governmental agency be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or construction (excluding, however, maintenance and gross negligence) relating in any manner to maintaining, improving and preserving the Common Properties.

- 6.11. **Exempt Property.** The following property otherwise subject to this Declaration shall be exempted from the assessment, charges and liens created herein:
- (a) All properties dedicated and accepted by the local public authority and devoted to public use;
  - (b) All Common Properties as defined in Article I hereof;
  - (c) Any and all areas, which may be reserved by the Declarant on the recorded plat(s) of the Property.

#### ARTICLE VII INSURANCE, REPAIR AND RESTORATION, SECURITY AGREEMENTS

- 7.01. **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 Properties, 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 subject property. Such insurance may include, but need not be limited to:
- (a) insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundations and excavation costs as determined annually by the insurance carrier;
  - (b) Public liability and property damage insurance on a broad form basis;
  - (c) Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds.
- 7.02. **Insurance Proceeds.** The Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article VII, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

- 7.03. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any Loss or damage, the Association may levy a special assessment as provided for in Article VI of this Declaration to cover the deficiency.
- 7.04. Security Arrangements. Declarant and the Association have arranged for the employment and utilization of (i) unarmed security personnel generally stationed at the gatehouse entry point in the Property and (ii) armed security personnel to patrol the Property at regular intervals. Declarant and the Association hope that the gatehouse and private streets concept will discourage undesired and unauthorized vehicular and pedestrian traffic within the Property and foster a higher degree of peace and tranquility. As development, completion and occupancy of homes within the Property advances toward final conclusion in the coming years, Declarant and the Association anticipate that greater degrees of access control will be emphasized at the Property gatehouse.

Although Declarant and the Association reasonably believe that the existence and visibility of security personnel and a controlled access point may discourage the commission of criminal acts (i.e., burglary, theft, etc.) within the Property, nevertheless neither Declarant nor the Association warrant or guarantee that (a) the security personnel arrangements are sufficient and adequate to diminish or eliminate the commission of crimes against persons or property; and (b) such acts will not be attempted or actually occur within the Property these security arrangements are not designed or intended to replace the conventional police and fire protection and paramedical services available from local government entities.

The Association will seek to carry public liability insurance generally covering bodily injury and property damage arising out of negligent acts by employees, Members or authorized representatives of the Association. The Association will not carry any insurance pertaining to, nor does it assume any liability or responsibility for, the real or personal property of the Owners (and their respective family members and guests).

EACH OWNER EXPRESSLY UNDERSTANDS, COVENANTS AND AGREES WITH DECLARANT AND THE ASSOCIATION THAT:

- (a) NEITHER DECLARANT NOR THE ASSOCIATION HAS ANY RESPONSIBILITY OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER REGARDING OR PERTAINING TO THE REAL AND PERSONAL PROPERTY OF EACH OWNER;
- (b) EACH OWNER SHALL, FROM TIME TO TIME AND AT VARIOUS TIMES, CONSULT WITH REPUTABLE INSURANCE INDUSTRY REPRESENTATIVES OF EACH OWNER'S OWN SELECTION TO SELECT, PURCHASE, OBTAIN AND MAINTAIN APPROPRIATE INSURANCE PROVIDING THE AMOUNT, TYPE AND KIND OF INSURANCE DEEMED SATISFACTORY TO EACH OWNER COVERING HIS OR HER REAL AND PERSONAL PROPERTY;
- (c) EACH OWNER RELEASES AND HOLDS DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY UNINSURED LIABILITY, CLAIMS, CAUSES OF ACTION OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER ARISING OUT OF OR RELATED (DIRECTLY OR INDIRECTLY) TO ANY AND ALL ASPECTS OF THE SECURITY SYSTEM AND PRIVATE-STREETS WITHIN THE PROPERTY, INCLUDING, WITHOUT LIMITATION:
- (i) THE INTERVIEWING, HIRING, TRAINING, LICENSING, BONDING AND EMPLOYMENT OF SECURITY PERSONNEL;
  - (ii) THE INSTRUCTIONS, DIRECTIONS AND GUIDELINES ISSUED TO OR BY THE SECURITY PERSONNEL; AND
  - (iii) THE DUTIES, PERFORMANCE, ACTIONS, INACTIONS OR OMISSIONS OF OR BY THE SECURITY PERSONNEL;
- (d) EACH OWNER WILL COOPERATE WITH DECLARANT, THE ASSOCIATION AND THE ARCHITECTURAL CONTROL COMMITTEE IN CONNECTION WITH THE ESTABLISHMENT, EVOLUTION AND MAINTENANCE OF REASONABLE CONTROLS ON THE PEDESTRIAN AND VEHICULAR TRAFFIC INTO AND WITHIN THE PROPERTY AND ABIDE BY ANY AND

ALL RULES AND REGULATIONS OF THE ASSOCIATION, AS ADOPTED AND PROMULGATED FROM TIME TO TIME, RELATED TO THE ENTRY UPON AND USE OF ANY PRIVATE STREETS AND OTHER COMMON AREAS WITHIN THE PROPERTY.

ARTICLE VIII  
USE OF COMMON PROPERTIES

The Common Properties may be used and enjoyed as follows:

- 8.01. Restrictive Actions by Members. No Member shall permit anything to be done on or in the Common Properties to which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.
- 8.02. Damage to the Common Properties. Each Member shall be liable to the Association for any damage to any portion of the Common Properties caused by the negligence or willful misconduct of the Member or his family and/or guests.
- 8.03. Rules of the Board. All Members shall abide by any rules and regulations adopted by the Board, and it shall be the responsibility of the Member to make certain such Members guests, family members and family member's guests abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorneys fees. In the event a Member's guest, family member, or guest of a family member violate said rules and regulations, such Member shall be liable to the Association for all damages and costs, including reasonable attorneys fees.
- 8.04. Use of Common Properties. Use of the Common Properties shall be limited to Members, their families and guests, with the exception of the regular business activities of Class B Members or the Association, no person or entity shall use any portion of the Common Properties to:
- (a) solicit, promote or conduct business, religious, political or propaganda matters;
  - (b) distribute handbills, newsletters, flyers, circulars or other printed material;
- without the prior written consent of the Association (which consent may be withheld in its sole and absolute discretion).
- 8.05. Private Streets. The entry gatehouse, street sidewalks and alley network within the Crown Valley residential community are "private" and constitute a portion of the Common Properties which are subject to the jurisdiction and administration by the Association. In addition to the other provisions appearing within this Article VIII, the Board is specifically authorized to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing use of the entry gatehouse, sidewalks, streets and alleys covering items such as (but not necessarily limited to):
- (a) identification and entry programs for Members, their respective immediate families, their guests and vehicles owned or driven by any of them;
  - (b) speed limits, designated parking areas, restricted parking areas and no parking areas;
  - (c) signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
  - (d) a fine system through which the Association can levy and collect fines from Members for violations of the applicable rules and regulations; and

(e) disclaimers of liability for any and all matters or occurrences on or related to the Common Property.

ARTICLE IX  
CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS, PROTECTIVE COVENANTS

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

- 9.01. Residential Use. All Lots (excluding, however, those platted lots on which certain Common Properties will be located) shall be used for residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than a single-family dwelling and a private garage for two (2) or more automobiles. No building or structure on any Lot shall exceed two (2) stories in height. Residential Use shall be deemed to include, but not be limited to prohibiting specifically, the use of any Lot for a duplex apartment, garage apartment, or other apartment use. No Lot shall ever be used for any commercial purpose (excluding, however, those platted lots on which certain Common Properties will be located), which shall include but not be limited to garage sales, yard sales and sidewalk sales.
- 9.02. Minimum Floor Space. Each dwelling constructed on any Lot in the subdivision shall contain a minimum of two thousand four hundred (2,400) square feet of air-conditioned floor area, exclusive of porches, garages or breezeways attached to the main dwelling. Each one and one-half (1½) story or two (2) story dwelling constructed on any residential Lot in the subdivision shall contain a minimum of two thousand (2,000) square feet of air conditioned ground floor area (exclusive of all porches, garages or breezeways attached to the main dwelling) All foundations built or constructed upon a Lot shall be approved by an engineer, and bear the file stamp of such engineer.
- 9.03. Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two automobiles. No garage shall directly face a residential street or any of the Common Properties.
- 9.04. Roofs. All roofs shall be (i) constructed of cedar wood shingles, wood shake, slate or other three dimensional material with a color and physical appearance resembling new or weathered cedar wood shingles. All wood shingles and wood shakes are to be fireproofed. Composite shingles with minimum 30-year warranty may also be used. All colors to be earth tone, and (ii) approved by the Committee, and (iii) otherwise be in compliance in all respects with applicable the City of Weatherford ordinances. The roof pitch of any structure shall be eight (8) feet by twelve (12) feet minimum and twelve (12) feet by twelve (12) feet maximum.  
  
The Committee shall only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision.  
  
Standing seam metal roofs shall be permitted but shall be an earth color and the Architectural Control Committee prior to installation, painting, or repainting thereof must approve all metal roofs and the painting or repainting thereof.  
  
There shall be no solar panels permitted within or upon the Property that are visible from any other Lot, the Golf Course, or Common Property.
- 9.05. Building Lines. All residences or dwellings erected or placed on any Lot shall face the road or street adjacent to the Lot as shown on the recorded plat at time of purchase of the Property or as prescribed in the deed from Declarant conveying the Lot. No portion of such dwelling or residence shall be nearer to the front property line of said Lot than as designated on the recorded plat of the Property. No structure or improvement of any kind shall be nearer to the side property line of any Lot than as designated on the recorded plat of the Property. No structure or improvement of any kind shall be constructed or placed upon any Lot outside any perimeter fencing upon such Lot.
- 9.06. Fences. No chain link fences or other wire type fences shall be erected or located on any Lot. All fences, no matter the location of such, shall be in compliance with the Design Guidelines, and any amendments therein, as promulgated by the Architectural Control Committee. All fencing walls facing the street shall be constructed of wrought iron, or of brick or rock construction to match the outside of the house. All fencing walls along rear

property line, or along side property lines (behind front of house) can be brick, rock or wood construction. Wood fencing shall be western red cedar or redwood. All posts supporting wood fences shall be constructed with galvanized pipe. There shall be a minimum of four stringers. There shall be a concrete strip under all wood fencing to a depth of 12 inches. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the recorded plat of the Property. No fence, wall or hedge shall exceed six feet six inches (6'6") in height unless otherwise specifically required by a governmental agency. Wood fencing approved by the Committee will be allowed to extend from the outer perimeter of a home to the side property line a distance not to exceed approximately ten percent (10.0%) of the Lot width on any side of the home. The Committee may allow some flexibility on this dimension in the case of pie shaped or irregularly shaped Lots. This wood fencing will be allowed only if such fence is to be located between the front and rear boundaries of the dwelling and approval will be subject to thorough consideration of the effect such proposed fencing might have on adjoining Lots and/or dwellings. In addition, such wood fencing must be recessed from the front building line of the dwelling a minimum distance of ten (10) feet. Any fencing located from the front of the Lot to the back of the Lot (perpendicular to front property line) may be of wood material; provided, however, that all such wood fencing, regardless of location, shall (i) be double faced (i.e. no stringers or posts shall be visible from any residential street), (ii) be composed of cedar or redwood, (iii) have slats measuring between four (4) and eight (8) inches wide which are installed vertically only (not horizontally or diagonally), (iv) have an even flat top and (v) not be painted or stained (except with a clear stain) on any surface which faces a Street, alley or adjoining Lot unless otherwise approved by the Committee. Where a fence faces a street, it must be built with brick pillars at approximately every eight (8) feet separating the wood sections. All, service and sanitation facilities must be enclosed within fences, walls or landscaping so as not to be visible from any residential street or Common Property.

Fences on Lots adjacent to lakes, golf course property or every greenbelt must be ornamental in nature and must be approved by the Committee in compliance with the Design Guidelines, and as amended from time to time. Given the great variety of potential fencing and screening configurations and materials, it is understood that the fencing restrictions contained in this Section 9.06 may not be exhaustive; therefore, no fence, wall or hedge shall be erected, placed or altered on any Lot without the approval of the Committee and permitted and approved by and through the City of Weatherford.

9.07. No sign or signs shall be displayed to the public view on any Lot, except that: (i) any builder, during the applicable initial construction and sales period, may utilize one professional sign (of not more than nine (9) square feet in size) per Lot for advertising and sales purposes provided that such sign must be approved by the Committee; (ii) thereafter, a dignified "For Sale" or "For Rent Sign (of not more than nine (9) square feet in size) may be utilized by the Owner of the respective Lot for the applicable sale or rent situation; (iii) development-related signs owned or erected by Declarant shall be permitted; and (iv) signs displaying the name of a security company shall be permitted, provided that such signs are (a) ground mounted, (b) limited to two (2) in number (one in the front yard and one in the back yard); (c) of a reasonable size; and (d) subject to the prior written approval of the Committee. Signs which are temporary in nature, (i.e. notice of birthday party), shall only be permitted for a specified period of time upon approval by the Committee of a written request by the individual Lot Owner describing the nature of the sign and the time period for which it will be displayed.

9.08. Easements, Utilities. All streets, alleys and easements shown on the recorded plat of the Property have been reserved for the purposes indicated. No Owner may erect any structure of any type whatsoever in these neither easement areas, nor may an Owner use the surface of an easement area for any private use. With respect to these easement areas, as well as any other areas described within recorded easement documents, and the Common Properties, any and all bona fide public utility service companies (including, but not limited to, General Telephone Company, Lone Star Gas Company and Weatherford Utilities, Tri County Electric Cooperative) shall have the right of access, ingress, egress, regress and use of the surface estate for the installation and maintenance of utility facilities.

Except as to special street lighting or other aerial facilities which may be required by the City of Weatherford or may be required by the franchise of any utility company, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within or upon the Property, whether upon Lots, easements, streets, or rights-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, cable television, and telephone) shall be buried underground, under

recreational easements, Common Properties, streets, or utility easement areas for the purpose of serving any structure located on any part of the Property.

9.09. Temporary Structures. No temporary structure of any kind shall be erected or placed upon any Lot. Temporary structures shall include, but not be limited to, any garage, servant's house or other improvement erected more than one hundred twenty (120) days prior to the completion of the main portion of the single family dwelling. However, any Class B Member may maintain temporary sales or construction offices provided such sales or construction offices are removed within thirty (30) days after completion of sales or construction, as the case may be.

9.10. Vehicles. Any truck, bus, boat, boat trailer, trailer, mobile home, motor home, campmobile, camper, motorcycle or any motorized vehicle other than a conventional automobile shall be stored, placed or parked within the garage of the appropriate Owner or so as to be completely hidden from view.

Trucks with tonnage in excess of three-quarters (¾) ton shall not be permitted to park overnight on the streets, driveways or otherwise within the Property. No vehicle of any size, which transports inflammatory or explosive cargo, may be parked or stored within the Property at any time. All street parking is to be temporary only and

9.11. Garbage; Weeds. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in city-approved containers. All garbage containers shall be placed at the intersection of the rear alley and driveway on the day of collection. For those Owners whose Lots do not have rear alleys, such garbage containers shall be placed on the street in front of their dwelling on the day of collection, and shall otherwise be in compliance with applicable ordinances of the City of Weatherford.

If after ten (10) days prior written notice an Owner shall fail to: (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then Declarant or the Board shall have the authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collection from the Owner of such Lot a sum not to exceed five hundred dollars (\$500.00) for mowing or cleaning said Lot on each respective occasion (which may be day after day until such violation is remedied) of such mowing or cleaning. The assessments, together with interest (at the highest permitted lawful rate per annum) thereon and any costs of collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall 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 shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

9.12. Construction Completion Time. All exterior construction of the primary residential structure, garage, porches, and any other appendages or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinetry work completed, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than eighteen months (18) months following the date the Lot Owner purchased such Lot.

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, or portion thereof, an Owner must commence construction within ninety (90) days after the occurrence causing the damage. No construction or restoration shall commence, however, until plans and specifications have been submitted to the Committee (and are subsequently approved) as required in Article X (b) hereof. In the event the Owner does not desire to rebuild, the Owner must clear away all remaining debris and restore the Lot to the condition in which it existed prior to the initial construction of the damaged residence within ninety days after the occurrence causing the damage.

Each Lot Owner who purchases a vacant Lot, or a Lot whereupon a residence existed, but for whatever reason has ceased to exist, shall submit to the Committee with six months after the date of the purchase of, or destruction of the residence upon, his or her Lot, all plans for the construction and requests for variances. This

timetable is designed to make certain all residences are completed within the eighteen (18) month time frame requirement.

- 9.13. **Offensive Activities; Pets.** No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance within the Property or any portion thereof. There shall be no outside toilets, save and except during the construction phase of a residence and such toilet shall be removed immediately after the completion of construction.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept (except there shall be no swine which includes pot bellied pigs and the like); provided that they are not kept, bred or maintained for commercial purposes and further provided that all Owners shall comply with the applicable ordinances of the City of Weatherford. A maximum of three domestic pets are allowed per Lot.

- 9.14. **Exterior Surfaces.**

(a) The exterior surface of all residential dwellings shall be constructed of glass, brick or other materials approved by the Committee. It is specifically required that the exterior wall area of each residence located within the Property and upon any Lot shall not have less than eighty percent (80%) brick, "natural" rock or stone construction. (No manufactured rock is allowed) Stucco is not allowed as a part of the 80% brick, rock or stone requirement. Stucco to be traditional 3-coat process or as approved by Architectural Control. The surface area of windows surrounded completely by masonry or brick may be included within the composition of the exterior masonry wall area of a residence. No previously used materials, other than antique brick, shall be permitted on the exterior of the residential structures located within the Property or upon any Lot. All chimneys to be brick, rock or stone construction.

No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee. All exterior paint colors shall be in harmony with neighborhood.

- 9.15. **Antennas and Aerials.** All television antennas and other antennas and aerials shall be located inside the attic or under the roof so as to be completely hidden from view. Satellite dishes shall be permitted, but limited to twenty-four inches (24") or less, and only if they are not visible from any street, alley or Adjacent Lot and do not extend above the height of the fence located on the Lot upon which such satellite dish is situated. No towers for television, radio, short wave or the like shall be permitted on any Lot.

All equipment, including but not limited to television, cable, or satellite, that is mounted to a roof shall be totally screened from the view of any other Lot, the Golf Course or the Common Property.

- 9.16. **Landscaping.** Each residence shall be fully landscaped within one hundred twenty (120) days after the date on which the living structure is ninety-five (95.0%) percent complete. The landscaping of each Lot shall be principally grass and no landscaping plan shall be implemented until approval of the Committee has been obtained. Landscaping will not be allowed to obstruct sight lines or driveway intersections. All landscape areas to be irrigated and maintained and approved by the City of Weatherford and shall be in accordance with Design Guidelines and any amendments thereto. All existing trees are to be preserved to the extent possible.

- 9.17. **Retaining Walls.** Retaining walls shall be constructed of concrete and shall be faced with brick or stone of the same type as that used on the dwelling. However no retaining wall shall be ever be constructed with approval of the Committee and without a stamped engineer's approval on the building plans of such request.

- 9.18. **Basketball Goals and Tennis Courts.** Basketball goals, backboards and nets shall only be permitted if they are not visible from any street or Common Property. There shall not be permitted any tennis Courts upon any Lot within or upon the Property.

- 9.19. **Gazebos, Greenhouses, Storage Sheds, Decks and Clotheslines.** No gazebo, greenhouse, storage shed, clothesline, decks or other similar structure shall be erected, constructed or placed upon any Lot without prior written approval by the Committee.



- 9.20. Mail Boxes, Flagpoles, Sculptures and Statues. All mailboxes will be clustered and provided by Home Owners Association. No on-lot mailboxes will be allowed. There shall be no flagpoles, statues or sculptures allowed so as to permit a visible from any adjoining Lot, Golf Course, or Common Property.
- 9.21. Pool Equipment. No pool may be erected, constructed or installed without the prior written consent of the Committee. Aboveground pools are expressly prohibited. All pool service equipment shall be fenced and located in either (i) a side yard between the front and rear boundaries of the dwelling, or (ii) in the rear yard adjacent to the dwelling; and shall not be visible from any residential street or alley, Common Property or any Adjoining Lot.
- 9.22. Utility Meters and Air-Conditioning Compressors. All utility meters, equipment, air conditioning compressors, evaporative coolers and similar items must be located in areas designated by the Committee and must be screened from view as required by the Committee.
- 9.23. Combining Lots. Any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefore being approved as set forth) in this Declaration) and such other improvements as are permitted herein. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration. Any such consolidation shall give consideration to easements shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited. Combined Lots shall meet approval of the City of Weatherford.
- 9.24. Minimum Lot Area. No Lot shall be re-subdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Lot Owners, to file a replat of the Plat to effect a re-subdivision or reconfiguration of any Lots in the Property then owned by Declarant, so long as such replat results in each re-subdivided Lot containing not less than the minimum lot size prescribed by the City of Weatherford Zoning Ordinances, as applicable. Lot Owners shall not unreasonably withhold or delay their joinder in or consent to the replat or amendments to the Plat. The privilege to replat Lots in the Property owned by the Declarant reserved in this Section 9.04 shall be exercisable only by Declarant or any successor in Declarant's ownership of such Lots who acquires such ownership other than by purchase, and such privilege shall not be exercisable by, inure to the benefit of, or be assignable to any purchaser from Declarant or from any successor or assign of Declarant of any Lot in the Property.
- 9.25. Drilling and Mining Operations. No oil and gas drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in-boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.
- No Lot shall have a septic system or other type of aerobic sewage treatment system. All Lots, and structures thereon shall be connected to the sanitary sewer system of the City of Weatherford.
- 9.26. Removal of Dirt. The digging or excavating of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.
- 9.27. Window Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Property or upon any Lot.
- 9.28. Exterior Lighting. No exterior light, including landscape lighting, shall be installed or maintained on any Lot without the prior approval of the Committee. Further, and notwithstanding such prior approval, upon being given notice by the Committee that any exterior light is objectionable, the Owner of the Lot on which same is located shall immediately remove said light or shield the same in such a way that it is no longer objectionable.
- 9.29. Membership To The Club. Any Lot Owner may be nominated for membership in the Crown Valley Country Club. In the event a Lot Owner is found to be eligible for membership in the Crown Valley Country Club and

the Lot Owner is invited by Crown Valley Country Club to become a member, such Lot Owner shall become a member of the Crown Valley Country Club and shall be required to complete a Crown Valley Country Club Nomination and Purchase Agreement. Upon acceptance by Crown Valley Country Club as a member, such Lot Owner shall be subject to all dues and membership requirements set forth in the membership bylaws and membership plan, and all amendments thereto, of Crown Valley Country Club; and such Lot Owner(s) shall at all times remain a member in good standing in the Crown Valley Country Club during such time as any Lot Owner owns a Lot and is eligible to be a member of Crown Valley Country Club. Nothing set forth herein shall require Crown Valley Country Club to maintain a Lot Owner as a member.

9.30. Driveways. All driveways shall be of concrete. No asphalt, hot top, or the like shall be used on any Lot for driveways, sidewalk or otherwise. All driveways and sidewalks that are located in front of the house, fence or wall shall consist of exposed aggregate construction and in accordance with the Design Guidelines, and amendments thereto.

9.31. Miscellaneous.

9.32. Duty of Maintenance.

(a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way appurtenant thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash refuse and waste;
- (ii) Lawn mowing on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas;
- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (vii) Keeping parking areas, driveways, curbs and roads in good repair;
- (viii) Complying with all government health and police requirements;
- (ix) Repair of exterior damages to improvements;
- (x) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association; and
- (xi) Repainting of improvements.

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

ARTICLE X  
ARCHITECTURAL CONTROL

- 10.01. Design Guidelines. The Committee may, from time to time, publish and promulgate Design Guidelines (herein so called), and such Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications. In any event, such Design Guidelines shall not be binding upon the Committee and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials submitted to the Committee for approval.
- 10.02. Architectural Control shall be supervised by an Architectural Control Committee, hereinafter called the Committee, consisting of either the Construction Group, as hereinafter described, or the Board, in the following manner:
- (a) The Construction Group shall consider and may act as the Committee only with respect to requests for approvals or variances made by or on behalf of Class B Members. Any requests for approvals or variances made by or on behalf of Class A Members must be considered and acted upon only by the Board, under which circumstances the Board will be acting as the Committee. Provided, however, that for purposes of this Section, a Class B Member shall be treated as a Class A Member commencing upon occupancy of the residence constructed on such Class B Member's Lot.
    - (i) The Construction Group shall be composed of three (3) or more individuals selected and appointed by Declarant. The Construction Group shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Property.
 

A majority of the Construction Group members may act on behalf of the entire Construction Group. In the event of the death or resignation of any member of the Construction Group the remaining members shall, have full authority to designate and appoint a successor. No member of the Construction Group shall be entitled to any compensation for service performed hereunder and neither the Construction Group nor any of its members shall be liable to any Owner, for any claims, causes of action or damages of what ever kind (except where occasioned by gross negligence) arising out of service performed, actions taken, or inaction in connection with any undertaking, responsibility, or activity hereunder or request for same.
    - (ii) The Board shall function as the representative of the Owner of the Lots for the purposes herein set forth, as well as for all other purposes consistent with the creation and preservation of a first class residential development. The Board shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Property.
 

A majority of the members of the Board may act on behalf of the entire Board or the Board may appoint an advisory committee to act on behalf of the Board. No member of the Board or of any advisory committee shall be entitled to any compensation for service performed hereunder and neither the Board, any of its members, nor the members of any advisory committee shall be liable to any Owner for any claims, causes of action or damages of what ever kind (except where occasioned by gross negligence) arising out of service performed, actions taken, or inaction in connection with any undertaking, responsibility, or activity hereunder or request for same.
  - (b) No building, structure, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications under a plot plan have been submitted to and approved in writing by the Committee as to:
    - (i) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets;

- (ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
  - (iii) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon and any drainage arrangement;
  - (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the authority to render a final interpretation and decision.
- (c) Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked Approved and returned to the Owner or his designated representative marked "Approved", and accompanied by a statement of complete approval or approval based on certain conditions and specifications, signed and dated by a representative of the Committee. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement under signature of a representative of the Committee and dated, of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of 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 respective 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 no such approval shall be presumed if the request is submitted by or on behalf of a Class B Member to the Board as the Committee or if the request is submitted by or on behalf of a Class A Member to the Construction Group as the Committee. Further provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, and as described in the following paragraph, 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.

- (d) Upon submission of a written narrative request for same the Committee may, from time to time, in its sole discretion permit owners to construct, erect, or install improvements which are in variance from the Covenants or Restrictions which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance request by any Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce these Covenants and Restrictions against any other Owner. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought and the potential impact on the surrounding Lots and Common Properties. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted. Any variance granted by the Committee shall be considered a rule made under this Declaration.
- e) The Committee may from time to time publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of these Covenants and Restrictions; provided, however, that the Construction Group may publish such bulletins only with respect to Class B Members and the Board may do so only with respect to Class A Members. Such bulletins shall supplement these Covenants and Restrictions and are incorporated herein by reference. Although the Committee shall not have unbridled discretion with respect to taste, design and any absolute standards specified herein, the Committee shall be responsive to technological advances or general changes in architectural designs and related conditions in future years and use its best efforts to

balance the equities between matters of taste and design (on the one hand) and use of private property (on the other hand).

- 10.03. Preliminary Plan Submissions. The Architectural Control Committee is authorized and empowered to and shall consider, review and comment on preliminary plans submitted in duplicate on an informal basis to assist Owners, developers and prospective purchasers of portions of the Property in complying with applicable covenants and restrictions and to assist in the completion of feasibility studies undertaken by such persons or entities. If the preliminary plans and specifications are approved by the Committee, one set thereof will be retained by the Committee, and one complete set of plans will be marked "Approved" and returned to the Owner or his designated representative. If found not to be in compliance with these Covenants, Conditions and Restrictions, one set of such preliminary plans and specifications shall be marked "Disapproved", and returned accompanied by a reasonable statement of items found not to comply with these Covenants, Conditions and Restrictions. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, approval of the matter submitted shall be presumed. Comments on and approvals of preliminary plans and specifications shall be binding upon the Architectural Control Committee provided that conforming final plans and specifications are submitted within ninety (90) days of such preliminary comments or approvals.
- 10.04. Plan Submissions. Final plans and specifications shall be submitted in duplicate to the Committee prior to the construction of any improvements on an Lot, which plans and specifications shall include, to the extent applicable to the proposed improvements as determined by the Architectural Control Committee, the following:
- (a) A topographical plat showing contour grades (with one foot (1') contour intervals, unless otherwise specified by the Committee) and showing the location of all proposed improvements, structures, patios, driveways, parking areas and structures, fences and walls. Existing and finished grades shall be shown at Lot corners and at corners of proposed improvements. Lot drainage provisions shall be included as well as cut and fill details if any appreciable change in the Lot contour is contemplated.
  - (b) Exterior elevations of all proposed buildings and structures.
  - (c) A description of exterior materials, colors, textures and shapes of all buildings and structures.
  - (d) A landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation, ground cover, street furniture and sculpture.
  - (e) Parking areas and driveway plans.
  - (f) Screening including size, location and method.
  - (g) Utility connections, including routing of electrical, gas and telephone cables.
  - (h) Exterior illumination, if any, including location, manufacturer's fixture number and support photometric test data.
  - (i) Any public street or utilities to be built with the completed engineering design for said improvements.
  - (j) Foundation borings and design bearing the certificate of a registered geotechnical engineer.
  - (k) Trash container storage locations and related screening.
  - (l) Proposed use of parcel of land.
  - (m) Dimensional floor plan of all enclosed spaces including one example of each residential unit type, each recreation or service building, and any garages or parking facilities.
  - (n) Fire protection system.
  - (o) Location and name of all proposed streets, alleys, walkways and easements.

- (p) Structural design, bearing the certificate of a registered structural engineer.
- (q) Such other matter as may be required by the then applicable zoning code of the City or such other municipal or governmental authority having jurisdiction over the Property.
- (r) Signs, including size, shape, color, content, location, materials and illumination.
- (s) Any other data or information requested or deemed reasonably necessary by the Architectural Control Committee.

10.05. Approval Procedure. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications will be reviewed by the Committee, one complete set of plans will be marked "Approved" and returned to the Lot Owner or his designated representative. If found not to be in compliance with these Covenants, Conditions and Restrictions, one set of such plans and specifications shall be marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants, Conditions and Restrictions. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, approval of the matters submitted shall be presumed. Any material modifications or changes to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. Material modifications or changes in plans and specifications for residential improvements must be approved or disapproved in writing within five (5) business days (ten (10) business days with respect to commercial plans and specifications) or such modifications or changes shall be deemed to be approved.

The Committee is authorized and empowered to consider and review and all aspects of construction, completion of other improvements and location, quality and quantity of landscaping on the Lots, which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owner(s) or the general value of the Property. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee.

All improvements approved by the Committee shall be diligently commenced after obtaining all necessary governmental approvals therefore and thereafter shall be pursued to completion.

10.06. Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit a Lot Owners to construct, erect, or install improvements, which are in variance from the Covenants and Restrictions or architectural standards. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any Lot Owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and architectural standards provided hereunder, against any other Owner.

ARTICLE XI  
EASEMENTS

11.01. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities over, under and across the Property are reserved as set forth in Section 9.08 above. Full rights of ingress and egress shall be had by Declarant and any bona fide utility company at all times over the easement areas for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

- 11.02. Ingress, Egress and Maintenance by the Association. Full rights of Ingress and egress shall be had by the Association at all times over and upon the Common Properties for the purpose of maintaining the Common Properties as set forth herein.
- 11.03. Police Power Assessment. With respect to the Common Properties and street, easements and rights-of-way within the Property, the City of Weatherford and all other governmental agencies and authorities shall have full rights of ingress, egress, and access for personal 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 Property.

ARTICLE XI  
GENERAL PROVISIONS

- 12.01. Registration with the Association. In order that the Declarant and the Association can properly acquaint every Lot purchaser and every Owner with these Covenants and Restrictions and the day-to-day matters within the Association's jurisdiction, no acquisition of any Lot within the Property shall become effective until and unless:
- (a) the then existing "Information Package" has been properly executed by the Association, Declarant and the Purchaser/Transferee; and
  - (b) all directives by the Association and Declarant have been properly and timely followed.

Each and every Owner shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of the Owner(s) (b) the full name of each individual family member who resides within the residential dwelling of the Owner; (c) the business address, occupation and telephone numbers of each Owner; (d) the description and license plate number of each automobile owned or used by Owner and brought within the Property; (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Owners cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association.

- 12.02. Power of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney in fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:
- (a) to exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of or relating to any matter whatsoever involving this Declaration and the Property;
  - (b) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and
  - (c) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights of way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Parker County Clerk's Office and shall remain in full force and effect thereafter until the fifteenth (15<sup>th</sup>) anniversary of the recordation of this Declaration.

- 12.03. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association, Declarant and/or the Owners

subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending January 1, 2055, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years each unless an instrument is signed by not less than ninety percent (90.0%) of the then Owners has been recorded, agreeing to abolish the Covenants and Restrictions in whole or in part; provided, however, that no such agreements to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every Owner at least ninety (90) days in advance of any action taken.

- 12.04. Amendments. Except as provided in Sections 12.02 (b) and 12.03 of this Article XII, the Covenants and Restrictions of this Declaration may be amended and/or changed in whole or in part, only with the consent of Declarant and ninety percent (90.0%) of the other Owners, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Parker County, Texas; or by a resolution passed by the majority of the Board evidencing the consent of ninety percent (90.0%) of the Owners and authorizing the President of the Association to execute such document.
- 12.05. Enforcement. Enforcement of these Covenants and Restrictions shall be by a proceeding initiated by any Owner, any member of the Construction Group or the Board or by the City of Weatherford, or the Declarant against any person or persons violating or attempting to violate any Covenant or Restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. The Construction Group, and each of its appointed members, and the Declarant shall have an election and right, but not an obligation or duty, to enforce these Covenants and Restrictions by a proceeding or proceedings at law or in equity. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any obligation or responsibility to enforce any of these Covenants and Restrictions. Failure by any party to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party. Further, and with respect to any litigation brought against the Construction Group, the Board or any of their members or representatives arising out of any action, failure to act, or performance or nonperformance of duties imposed hereby, by the Construction Group, the Board or their members or representatives, the Construction Group, the Board and/or their members or representatives so sued shall be entitled to recover their reasonable attorneys fees from the person or entity bringing such action against it or them, unless the Construction Group, the Board or their members or representatives shall specifically be adjudicated liable to such claimant.
- 12.06. Imposition of Violation Fines. In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Covenants and Restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed five hundred dollars (\$500.00). If after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine, which shall also not exceed five hundred dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines, which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorney's fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.
- 12.07. Severability. If any one of these Covenants or Restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenants and Restrictions shall not be affected thereby.
- 12.08. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.
- 12.09. Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.
- 12.10. Proposals of Declarant. The proposals of Declarant, as set forth in various provisions hereinabove, to develop additional parcels of property for residential purposes and/or expand the Common Properties (not only



geographically but also in terms of the types of amenities available for use) and items of a related nature are mere proposals and expressions of the existing good faith intentions and plans of Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by Declarant upon which any person or entity can or should rely.

- 12.11. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions (excluding Article IX and issues concerning "substantial completion") of this Declaration or the Association Bylaws, shall be determined by the Board. Matters pertaining to Article IX and issues concerning substantial completion shall be determined by the Committee. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be Final and binding upon all Owners.

12.12. Access, Use, and Ownership of the Golf Course and Golf Club.

Access to and use of the Golf Club and Golf Course is strictly subject to the Golf Club's rules and procedures, and no person gains any right to enter or to use the Golf Club by virtue of membership in the Association or ownership or occupancy of a Unit.

All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant, the Association, any Builder, or by any person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of the Golf Club. No purported representation or warranty in such regard, written or oral, shall be effective unless specifically set forth in writing by the Golf Club and Golf Course's owner.

Ownership or operation of the Golf Club and/or Golf Course may change at any time in any manner, including by virtue of (a) the sale to or assumption of operations by an independent person; (b) establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Golf Club and/or Golf Course or an entity owned or controlled by its members become the owner(s) and/or operator(s) of the Golf Club and/or Golf Course; or (c) the conveyance of the Golf Club and/or Golf Course to the persons who hold an ownership in the Declarant, or one or more affiliates, shareholders, employees, or independent contractors of Declarant or its composite parties. Consent of the Association, any neighborhood association, any Voting Member, or any Owner shall not be required to effectuate any change in ownership or operation of the Golf Club and/or Golf Course.

Rights to use the Golf Club and Golf Course will be granted only to such persons, and on such terms and conditions, as may be determined by the Golf Club and Golf Course owner and/or operator. Such owner or operator shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Golf Club and/or Golf Course and to terminate use rights altogether.

12.13. Assumption of Risk and Indemnification.

Each Owner, by its purchase of a Lot in the vicinity of the Golf Club and Golf Course, hereby expressly assumes the risk of noise, personal injury, or property damage caused by maintenance and operation of the Golf Club and Golf Course, including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset); (b) noise caused by golfers and other users of the Golf Course and Golf Club and all facilities thereof; (c) use of pesticides, herbicides, and fertilizers; (d) use of effluent in the irrigation of the Golf Course; (e) reduction in privacy caused by constant golf traffic on the Golf Course and to and from the Golf Club and Golf Course, or the removal or pruning of shrubbery or trees on the Golf Club property; (f) errant golf balls and golf clubs; and (g) design or redesign of the Golf Club, including the golf course.

Each Owner agrees that Declarant, the Association, and Declarant's affiliates, joint venturers, or agents shall not be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of an Owner's Lot to the Golf Club, Golf Course or any facility thereof, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, any of Declarant's affiliates, joint venturers, and or agents or the Association. The Owner hereby agrees to indemnify and hold

harmless Declarant, Declarant's affiliates, agents, and the Association, against any and all claims by Owner, Owner's visitors, tenants, and all others upon such Owner's Lot.

12.14. View Impairment.

Neither Declarant nor the Association guarantee or represent that any view over and across any golf course from adjacent Lots will be preserved without impairment. No provision of this Declaration shall be deemed to create an obligation of the Association or Declarant to relocate, prune, or thin trees or other landscaping. The Golf Club owner, may, in its sole and absolute discretion, add trees and other landscaping to any portion of the Golf Club or Golf Course, and add any all-necessary facilities thereto, it deems necessary, from time to time. In addition, the Golf Club owner may, in its sole and absolute discretion, change the location, configuration, size, and elevation of the tees, bunkers, fairways, and greens from time to time. Any additions or changes to the Golf Club or Golf Course may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Any addition or change to the Golf Club may not adversely affect drainage flow across Crown Valley Estates.

12.15. Rights of Access and Parking.

There is hereby established for the benefit of the Golf Club and Golf Course, and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, designers, and other permitted users, a right and nonexclusive easement of access and use over all roadways located within Crown Valley reasonably necessary to travel between the entrance to Crown Valley and the Golf Club and Golf Course and over those portions of Crown Valley Estates (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Golf Club and/or Golf Course. Without limiting the generality of the foregoing, members and other permitted users of the Golf Club and Golf Course, including guests and invitees, shall have the right to park their vehicles on the roadways located within Crown Valley at reasonable times before, during, and after tournaments and other similar functions held by or at the Golf Club and/or Golf Course to the extent that the Golf Club and/or Golf Course has insufficient parking to accommodate such vehicles.

12.16. Joinder of Lienholders. First American Bank, Lienholder with respect to the Property has joined in the execution of this Declaration for the purpose of consenting to, and making its lien subject to the terms and provisions hereof. However, this paragraph shall not be deemed to otherwise in any way affect any other part hereof.

12.17. No Liability. Neither Declarant, the Association, the Committee, and the Board nor the officers, directors, members, employees, partners and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every Owner of any of said property agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases, renounces, and quietclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and

hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

IN WITNESS WHEREOF, Crown Valley Partners, L.P., being the Declarant herein caused this instrument to be executed this 17th day of October 2002.

Crown Valley Partners, L.P.

By: Crown Valley Development Corporation, General Partner

By: [Signature]  
Jim Martin, Co-President

By: [Signature]  
Greg Regian, Co-President

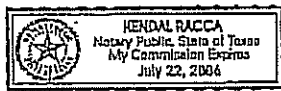
First American Bank, Lienholder

By: [Signature]  
Bill Baker, Vice-President

STATE OF TEXAS §  
COUNTY OF PARKER §

This instrument was acknowledged before me on this the 17 day of October 2002 by Jim Martin and Greg Regian, Co-Presidents of Crown Valley Development Corporation.

[Signature]  
Notary Public [Signature]



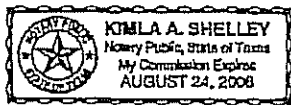
STATE OF TEXAS §  
COUNTY OF PARKER §

This instrument was acknowledged before me on this the 17 day of October, 2002 by Bill Baker, Vice-President of First American Bank, for the purpose and consideration therein expressed and in the capacity therein stated.

[Signature]  
Notary Public

After Recording Return To:

Weatherford Title  
522 PALO PINTO STREET  
WEATHERFORD, TEXAS 76086



FILED THIS INSTRUMENT  
OFFICIAL PUBLIC RECORDS  
ON Oct 21, 2002 at 9:18P

Document Number: 0046257  
Amount: \$1.00

By  
Lura Herra

STATE OF TEXAS COUNTY OF TARRANT  
I hereby certify that this instrument was  
filed on the date and time stamped herein by me  
and was duly recorded in the volume and page  
of the record records of Public Deeds  
as stamped herein by us.

Oct 21, 2002

JENNIE BARNER, COUNTY CLERK  
TARRANT COUNTY

27/28 61

SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR CROWN VALLEY ESTATES

---

STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF PARKER

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN VALLEY ESTATES ("Supplementary Declaration") shall pursuant to Article II section 2.02.(a) of the original Declaration, as Amended, add and annex the additional FORTY (40) lots located in Phase II Section 1, recorded in PLAT CABINET C, SLIDE 321, VOLUME 2373, PAGE 61. PLAT RECORDS, PARKER COUNTY, TEXAS, as further described in Exhibit A, into of Covenants, Conditions and Restrictions for Crown Valley Estates recorded in Plat Cabinet B, Slide 744, Plat Records, Parker County, Texas, as Amended (the "Declaration"). This Supplementary Declaration is made this 12th day of October, 2005, by the Declarant.

Declarant has determined to add and annex the Lots contained in Exhibit A into the Association and subject them that certain amendments to the Declaration pursuant to the filing of this Supplementary Declaration. Accordingly, such Lots shall be fully subject to all the provisions and conditions of the Declaration (as previously amended) subject only to the following complimentary additions, deletions and modifications as set out below. Such complimentary additions, deletions and modifications set out below shall ONLY BE APPLICABLE to the forty (40) Lots contained in Crown Valley Estates Phase 2 Section 1 attached as Exhibit A to this Supplementary Declaration.

ARTICLE IX

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS, PROTECTIVE CONVENANTS

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

- 9.02 Minimum Floor Space: Each dwelling constructed on any Lot in Crown Valley Estates Phase 2 Section 1 that is adjacent to the golf course shall contain a minimum of three thousand (3,000) square feet of air-conditioned floor area of which two thousand six hundred (2,600) square feet must be on the first floor, exclusive of porches, garages or breezeways attached to the main dwelling. Each dwelling constructed on any Lot in the Crown Valley Estates Phase 2 Section 1 that is not adjacent to the golf course shall contain a minimum of two thousand four hundred (2,400) square feet of air-conditioned floor area of which one thousand eight hundred (1,800) square feet must be on the first floor, exclusive of porches, garages or breezeways attached to the main dwelling. A foundations built or constructed upon a Lot shall be approved by an engineer, and bear the file stamp of such engineer.
- 9.03 Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two automobiles and a maximum of four automobiles. No garage

shall directly face any Common Properties and cannot directly face the street. All garage doors shall be constructed of unfinished cedar wood as approved by the Architectural Control Committee.

- 9.04 Roofs. All roofs shall be (i) constructed of cedar wood shingles, wood shake, slate or other three dimensional materials with a color and physical appearance resembling new or weathered cedar wood shingles. All wood shingles and wood shakes to be fireproofed. Composite shingles with minimum 30-year warranty may also be used. All composite shingles to be "Weather wood" color, and (ii) approved by the Committee, and (iii) otherwise be in compliance in all respects with applicable City of Weatherford ordinances. The roof pitch of any structure, except for stucco style homes and/or tile roofs, shall be eight (8) feet by twelve (12) feet minimum and twelve (12) feet by twelve (12) feet maximum. The roof pitch for stucco style homes with tile roofs shall be six (6) feet by twelve (12) feet minimum and twelve (12) feet by twelve (12) feet maximum.

The committee shall only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision.

Standing seam metal roofs shall be permitted but shall be an earth color and the Architectural Control Committee prior to installation, painting, or repainting thereof must approve all metal roofs and the painting or repainting thereof.

9.06 Fences. There must be a rear and side fence installed prior to any buyer moving into a residence. No chain link fences or other wire type fences shall be erected or located on any Lot. All fences, no matter the location of such, shall be in compliance with the Design Guidelines, and any amendments thereto, as promulgated by the Architectural Control Committee. All fencing along the golf course shall be four (4) foot in height wrought iron with two (2) inch square tubing vertical posts with ball caps, one and one half (1-1/2) inch square tubing horizontals; and 1/2" square tubing vertical pickets spaced four (4) inches apart. All fencing along rear property line, or along side of property lines (behind front of house) can be brick, rock, wood construction (except along the golf course as discussed above). Wood fencing shall be western red cedar, spruce, natural stained pine or redwood. These shall be a minimum of four stringers with metal posts mandatory. No fence, wall or hedge shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line indicated on the recorded plat of the Property. No fence, wall or hedge shall exceed six feet inches (6'6") in height unless otherwise specifically required by a governmental agency. Wood fencing approved by the Committee will be allowed to extend from the outer perimeter of a home to the side property line a distance not to exceed approximately ten percent (10.0%) of the Lot width on any side of the home.

- 9.14 Exterior Surfaces. The exterior surface of all residential dwellings shall be constructed of glass, brick or other materials approved by the Committee. It is specifically required that the exterior wall area of each residence located within the Property and upon any Lot shall not have less than eighty-five percent (85%) brick "natural" rock or stone construction with the front exterior being no less than one hundred (100%) brick "natural" rock or stone construction, (No manufactured rock is allowed). Homes that are adjacent to the golf course require one hundred percent (100%) brick "natural" rock or stone construction on the rear of the residence. Stucco is allowed as a part of the (80%) brick, rock or stone

course require one hundred percent (100%) brick "natural" rock or stone construction on the rear of the residence. Stucco is allowed as a part of the (80%) brick, rock or stone requirements. Stucco to be traditional 3-coat process or as approved by Architectural Control. All chimneys on a perimeter wall to be (100%) brick, rock or stone construction. Chimneys not located on a perimeter wall may be constructed or approved siding material.

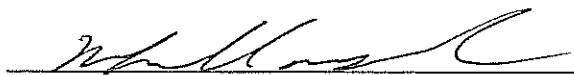
No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee. All exterior paint colors shall be in harmony with neighborhood.

- 9.20 Mailboxes. All mailboxes erected within Crown Valley must be in compliance with all requirements of the U.S. Post Office. Additionally, mailboxes on all lots must match the masonry used on the home. There shall be one mailbox containing an address plat for every lot to be located adjacent to driveway and denoted on the applicable Lot plot plan approved in advance.
- 9.30 Driveways. All driveways and flat work above the sidewalks shall be exposed aggregate, stamped, salt finished or other approved materials or processes. No asphalt, hot top, or the like shall be used on any Lot for driveways, sidewalks or otherwise.
- 9.31 Setbacks: All front setbacks a minimum of twenty five (25) feet, the rear set back shall be a minimum of twenty five (25) feet for all Lots that are adjacent to the golf course and twenty (20) feet for all other lots. All other setbacks will remain as recorded in Crown Valley Estates plat in Parker County.
- 12.18 Joinder of Lien holder. First American Bank SSB, Lien holder with respect to the Property, has joined in the execution of this First Amendment for the purpose of consenting to, and making its lien subject to the terms and provisions hereof. However, this paragraph shall not be deemed to otherwise in any way affect any other part hereof..

IN WITNESS WHEREOF, Crown Valley Acquisitions, being the Declarant herein, caused this instrument to be executed effective this 12<sup>th</sup> day of Oct., 2005.

CROWN VALLEY ACQUISITIONS, L.P.

By: Pars Investments, Inc, General Partner

By:   
Typed Name: Mehrdad Moayedi  
Its: President

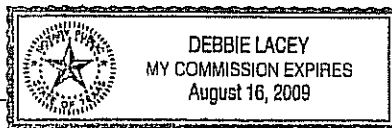
Washington Federal, Lien holder

By: [Signature]  
Typed Name: Mike Owens  
Its: Vice President, Washington Federal Savings

STATE OF TEXAS §  
TARRANT §  
COUNTY OF ~~PARKER~~ §

This instrument was acknowledged before me on the 12th day of OCTOBER, 2005, by Mehrdad Moayed, President of Pars Investments, Inc., General Partner of Crown Valley Acquisitions, L.P.

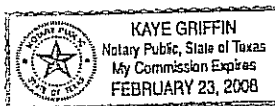
[Signature]  
Notary Public



STATE OF TEXAS §  
Collin §  
COUNTY OF ~~PARKER~~ §

This instrument was acknowledged before me on the 15th day of September, 2005, by Mike Owens as Vice President of Washington Federal ~~Bank~~ Savings for the purpose and consideration therein expressed and in the capacity therein stated.

[Signature]  
Notary Public  
Kaye Griffin



AFTER RECORDING PLEASE RETURN TO"

CROWN VALLEY ACQUISITIONS, L.P.  
3901 W. AIRPORT FREEWAY  
SUITE 200  
BEDFORD, TX 76021



COPY

FIRST AMENDMENT  
TO  
Declaration of Covenants, Conditions and Restrictions for  
CROWN VALLEY ESTATES

STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF PARKER

(Phase I – Section I – RECORDED in PLAT CABINET B, SLIDE 744, PLAT RECORDS, PARKER COUNTY, TEXAS)

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Crown Valley Estates ("First Amendment") amends the Declaration of Covenants, Conditions and Restrictions for Crown Valley Estates recorded in Plat Cabinet B, Slide 744, Plat Records, Parker County, Texas (the "Declaration"). This First Amendment is made this 5th day of December, 2003, by Crown Valley Acquisitions, L.P., a Texas limited partnership ("Crown Valley Acquisitions"), as successor to Crown Valley Partners, L.P., a Texas limited partnership ("Crown Valley Partners"), the original Declarant under the terms of the Declaration, Crown Valley Acquisitions having acquired all rights of Declarant under the Declaration by virtue of that certain deed from Crown Valley Partners to Crown Valley Acquisitions dated October 17, 2002, and recorded in Volume 2050, Page 1262, Deed Records, Parker County, Texas.

Pursuant to the rights reserved to Declarant in Section 12.02 of the Declaration, Declarant has determined that certain amendments to the Declaration are necessary, proper and expedient under the circumstances and conditions now existing. Accordingly, Declarant is hereby amending the Declaration as set out below such that the provisions in this First Amendment shall replace all inconsistent provisions of the Declaration as stated herein. All other provisions of the Declaration shall remain in full force and effect and shall not be modified or amended except as set out in this First Amendment.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration or any amendment, or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

c) "Declarant" shall mean and refer to Crown Valley Acquisitions, L.P., and the successors and assigns (if any) of Crown Valley Acquisitions, L.P., with respect to the voluntary disposition of all (or substantially all) of the assets of Crown Valley Acquisitions, L.P., and/or the voluntary disposition of all (or substantially all) of the right, title and interest of Crown Valley Acquisitions, L.P., in and to the Property prior to the completion of development thereon. No person or entity purchasing one or more Lots from Crown Valley Acquisitions, L.P., in the ordinary course of business shall be considered as "Declarant".

ARTICLE VII  
INSURANCE, REPAIR AND RESTORATION, SECURITY AGREEMENTS

7.04 **Security Arrangements.** This section is hereby amended to state that Declarant and the Association have arranged that the security gates will not be manned and NO hired armed security personnel will patrol the Property. All references to security personnel and manned gatehouse are hereby deleted. All other provisions of Section 7.04 regarding acknowledgements and releases by each Owner remain unchanged.

ARTICLE IX  
CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS, PROTECTIVE COVENANTS

The following provisions from Article IX of the Declarations are amended by the substitution of the following designated sections for the original sections contained in the Declaration.

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

9.02 **Minimum Floor Space.** Each dwelling constructed on any Lot in the Subdivision shall contain a minimum of two thousand (2,000) square feet of air-conditioned floor area, single story, exclusive of porches, garages or breezeways attached to the main dwelling. Each two (2)-story dwelling constructed on any residential Lot in the subdivision shall contain a minimum of sixteen hundred (1,600) square feet of air-conditioned ground floor area (exclusive of all porches, garages, or breezeways attached to the main dwelling). A foundations built or constructed upon a Lot shall be approved by an engineer, and bear the file stamp of such engineer.

9.03 **Garages.** Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two automobiles. Garage door can directly face the street. All garage doors shall be constructed of unfinished stained cedar wood as approved by the Architectural Control Committee.

9.04 **Roofs.** All roofs shall be (i) constructed of cedar wood shingles, wood shake, slate or other three dimensional materials with a color and physical appearance resembling new or weathered cedar wood shingles. All wood shingles and wood shakes to be fireproofed. Composite shingles with minimum 20-year warranty may also be used. All composite shingles to be "Weather wood" color, and (ii) approved by the Committee, and (iii) otherwise be in compliance in all respects with applicable the City of Weatherford ordinances. The roof pitch of any structure shall be eight (8) feet by twelve (12) feet minimum and twelve (12) feet by twelve (12) feet maximum.

The committee shall only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision.

Standing seam metal roofs shall be permitted but shall be an earth color and the Architectural Control Committee prior to installation, painting, or repainting thereof must approve all metal roofs and the painting or repainting thereof.

9.06 **Fences.** No chain link fences or other wire type fences shall be erected or located on any Lot. All fences, no matter the location of such, shall be in compliance with the Design

Guidelines, and any amendments thereto, as promulgated by the Architectural Control Committee. All fencing walls facing the street shall be constructed of wrought iron, or of brick or rock construction to match the outside of the house. All fencing walls along rear property line, or along side of property lines (behind front of house) can be brick, rock, wood construction. Wood fencing shall be western red cedar, spruce, or redwood. These shall be a minimum of four stringers. No fence, wall or hedge shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line indicated on the recorded plat of the Property. No fence, wall or hedge shall exceed six feet inches (6'6") in height unless otherwise specifically required by a governmental agency. Wood fencing approved by the Committee will be allowed to extend from the outer perimeter of a home to the side property line a distance not to exceed approximately ten percent (10.0%) of the Lot width on any side of the home. The Committee may allow some flexibility on this dimension in the case of pie shaped or irregularly shaped Lots. This wood fencing will be allowed only if such fence is to be located between the front and rear boundaries of the dwelling and approval will be subject to thorough consideration of the effect such proposed fencing might have on adjoining Lots and/or dwellings. In addition, such wood fencing must be recessed from the front building line of the dwelling a minimum distance of ten (10) feet. Any fence located from the front of the Lot to the back of the Lot (perpendicular to front property line) may be of wood materials; provided, however, that all such wood fencing, regardless of location, shall (i) be double faced (i.e. no stringers or posts shall be visible from any residential street), (ii) be composed of cedar, spruce, or redwood, (iii) have slats measuring between four (4) and eight (8) inches wide which are installed vertically only (not horizontally or diagonally), (iv) have an even flat top and (v) not be painted or stained (except with a clear stain) on any surface which faces a Street, alley or adjoining Lot unless otherwise approved by the Committee. Where a fence faces a street, it must be built with brick pillars at approximately every (8) foot separating the wood sections. All, service and sanitation facilities must be enclosed within fences, walls or landscaping so as not to be visible from any residential street or Common Property.

Fences on Lots adjacent to lakes, golf course property or every greenbelt must be ornamental metal in nature and must be approved by the Committee in compliance with the Design Guidelines, and as amended from time to time. Given the great variety of potential fencing and screening configurations and materials, it is understood that the fencing restrictions contained in this Section 9.06 may not be exhaustive; therefore, no fence, wall or hedge shall be erected, placed or altered on any Lot without the approval of the Committee and permitted and approved by and through the City of Weatherford.

- 9.14 Exterior Surfaces. The exterior surface of all residential dwellings shall be constructed of glass, brick or other materials approved by the Committee. It is specifically required that the exterior wall area of each residence located within the Property and upon any Lot shall not have less than eighty percent (80%) brick "natural" rock or stone construction. (No manufactured rock is allowed) Stucco is not allowed as a part of the (80%) brick, rock or stone requirements. Stucco to be traditional 3-coat process or as approved by Architectural Control, provided, however, that on two-story homes that do not directly back up to the Golf Course or Mikus Road, the rear portion at the home can be no less than fifty percent (50%) brick, natural rock or stone, provided that the overall masonry percent of house is no less than eighty percent (80%). The surface area of windows surrounded completely by masonry or brick may be included within the computation of the exterior masonry wall area of a residence. No previously used materials, other than antique brick, shall be permitted on the exterior of the residential structures located within the Property or upon any Lot. All chimneys on a perimeter wall to be (100%)

brick, rock or stone construction. Chimneys not located on a perimeter wall may be constructed of approved siding material.

No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee. All exterior paint colors shall be in harmony with neighborhood.

9.20 Mailboxes. All mailboxes erected within Crown Valley must be in compliance with all requirements of the U.S. Post Office. Additionally, mailboxes on all lots must be consistent throughout the subdivision and be constructed of natural stone to match the stone used on the entryway to the subdivision. There shall be one double mailbox for every two lots to be located at curbside on the property line between the two adjacent lots. Developer will provide all address plates.

9.30 Driveways. All driveways shall be concrete. No asphalt, hot top, or the like shall be used on any Lot for driveways, sidewalks or otherwise. All driveways located within the front property line, entryways, and all patios visible from the golf course, or any common area, shall consist of exposed aggregate and in accordance with the Design Guidelines, and amendments thereto. All sidewalks and any portion of the driveway from the sidewalk to the street not contained in the property line shall be concrete.

ARTICLE XI  
GENERAL PROVISIONS

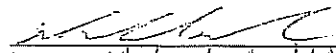
The following section is added to the General Provisions:

12.18 Joinder of Lienholder. First American Bank, Lienholder with respect to the Property, has joined in the execution of this First Amendment for the purpose of consenting to, and making its lien subject to the terms and provisions hereof. However, this paragraph shall not be deemed to otherwise in any way affect any other part hereof..

IN WITNESS WHEREOF, Crown Valley Acquisitions, being the Declarant herein, caused this instrument to be executed effective this 30<sup>th</sup> day of December, 2003.

CROWN VALLEY ACQUISITIONS, L.P.

By: \_\_\_\_\_, General Partner

By:   
Typed Name: Michael M. Magala  
Its: \_\_\_\_\_

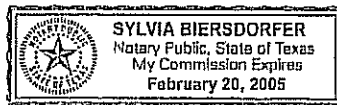
FIRST AMERICAN BANK Bank, Lienholder

By: W.C. Brackeen  
Typed Name: William C. Brackeen  
Its: Senior Vice President

STATE OF TEXAS §  
  §  
COUNTY OF PARKER §

This instrument was acknowledged before me on the 9th day of January, 2003, by Mehrdad Moayedi of \_\_\_\_\_, General Partner of Crown Valley Acquisitions, L.P.

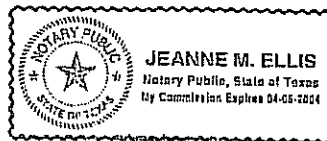
Sylvia Biersdorfer  
Notary Public



STATE OF TEXAS §  
  §  
COUNTY OF PARKER §

This instrument was acknowledged before me on the 12th day of January, 2004, by William C. Brackeen as Senior Vice President of First American Bank, for the purpose and consideration therein expressed and in the capacity therein stated.

Jeanne M. Ellis  
Notary Public



Official Receipt For Recording in:

Parker County Clerk

Weatherford, Texas 76086

Issued To:

CROWNVALLEY ACQUISITION LP  
3901 AIRPORT Fwy  
STE 200  
WEATHERFORD TX 76081

Recording Fees

Document Description	Number	Vol	Page	Recording Amount
Recording	00506206	2185	14	\$17.00
1ST AMEND COV MEHRDAD				

\$17.00

Collected Amounts

Payment Type	Amount
Check	\$17.00

\$17.00

Total Received : \$17.00  
Less Total Recordings: \$17.00  
Change Due : \$0.00

Thank You  
JEANE BRUNSON - County Clerk

By Deputy - Patricia Melson

Receipt# Date Time  
0090916 01/22/2004 10:18a

SECOND AMENDMENT  
TO  
Declaration of Covenants, Conditions and Restrictions for  
CROWN VALLEY ESTATES

STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF PARKER

(Phase I – Section I – RECORDED in PLAT CABINET B, SLIDE 744, PLAT RECORDS, PARKER COUNTY, TEXAS and Crown Road Estates, RECORDED in PLAT CABINET C, SLIDE 178, VOLUME 2263, PAGE 1784, PLAT RECORDS, PARKER COUNTY, TEXAS )

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Crown Valley Estates (“Second Amendment”) amends the Declaration of Covenants, Conditions and Restrictions for Crown Valley Estates recorded in Plat Cabinet B, Slide 744, Plat Records, Parker County, Texas (the “Declaration”). This Second Amendment is made this 14<sup>th</sup> day of July, by Crown Valley Acquisitions, L.P., a Texas limited partnership (“Crown Valley Acquisitions”), as successor to Crown Valley Partners, L.P., a Texas limited partnership (“Crown Valley Partners”), the original Declarant under the terms of the Declaration, Crown Valley Acquisitions having acquired all rights of Declarant under the Declaration by virtue of that certain deed from Crown Valley Partners to Crown Valley Acquisitions dated October 17, 2002, and recorded in Volume 2050, Page 1262, Deed Records, Parker County, Texas.

Pursuant to the rights reserved to Declarant in Section 12.02 of the Declaration, Declarant has determined that certain amendments to the Declaration are necessary, proper, and expedient under the circumstances and conditions now existing. Accordingly, Declarant is hereby amending the Declaration as set out below such that the provisions in this Second Amendment shall replace all inconsistent provisions of the Declaration as stated herein. All other provisions of the Declaration shall remain in full force and effect and shall not be modified or amended except as set out in this Second Amendment.

ARTICLE VI  
COVENANTS FOR ASSESSMENTS

6.05 Basis and Amount of Regular Maintenance Assessments

- (e) Each lot within Crown Valley Estates shall pay to Crown Valley Golf Course as part of their mandatory quarterly individual assessment a \$40 per month social membership fee which shall permit each homeowner to use the clubhouse, pool, tennis courts and workout facilities. Such monthly social membership fee shall be equal to \$40 per month or 1/2 the actual cost of the lowest monthly social membership dues offered or charged to any individual who is not a resident of

the development. The monthly social fee shall be set at \$40 per month for a period of twelve (12) months from the completion and opening of the clubhouse, swimming pool, and workout facility. Thereafter, the fee shall be adjusted annually based upon inflation. If the homeowner obtains a golf membership, the full value of the social membership dues shall be applied as a credit to the monthly golf membership dues. I.e. If a homeowner decides to upgrade his social membership to a full golf membership he would be charged the full amount of a non-resident golf membership, but would then receive a credit to the dues for a full priced non-resident social membership. The \$40 monthly social membership fee shall not commence until the completion and opening of the clubhouse, pool, tennis courts and workout facilities. No dues fees, etc shall be paid on any lot in the development owned by the Declarant, and no monthly social membership dues shall begin to accrue on any lot sold to a builder until twelve (12) months after the closing date of such lot so as to allow the builder time to construct a home on such lot.

ARTICLE IX  
CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS, PROTECTIVE  
COVENANTS

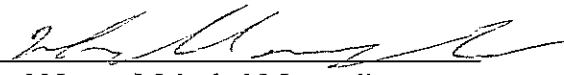
9.06 Fences.

(b) In addition to the guidelines for fences recorded in the First Amendment, every residence constructed in Crown Valley Estates must have a fence that meets the approved guidelines.

IN WITNESS WHEREOF, Crown Valley Acquisitions, being the Declarant herein, caused this instrument to be executed effective this 15<sup>th</sup> day of September, 2005.

CROWN VALLEY ACQUISITIONS, L.P.

By: Pars Investments, Inc., General Partner

By:   
Typed Name: Mehrdad Moayedi  
Its: President



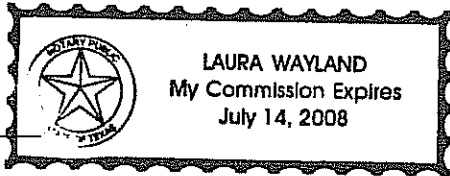
Citibank Texas, N. A., F/K/A First American Bank, SSB, Lien Holder

By: [Signature]  
Typed Name: William C. Brackeen  
Its: Vice President

STATE OF TEXAS §  
  §  
COUNTY OF PARKER §

This instrument was acknowledged before me on the 15 day of September, 2005, by Mehrdad Moayedi, President of Pars Investments, Inc., General Partner of Crown Valley Acquisitions, L.P.

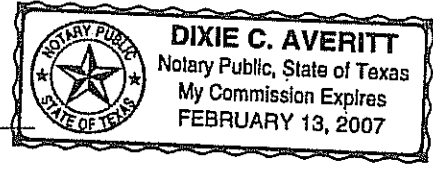
[Signature]  
Notary Public



STATE OF TEXAS §  
  §  
COUNTY OF WICHITA §

This instrument was acknowledged before me on the 13<sup>th</sup> day of Sept, 2005, by William C. Brackeen, as Vice President of Citibank Texas, N. A. F/K/A First American Bank, SSB, for the purpose and consideration therein expressed and in the capacity therein stated.

[Signature]  
Notary Public



After Recording Send To:  
Crown Valley  
3901 Airport Freeway Suite 200  
Bedford, TX 76021

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Sep 19, 2005 at 04:55P

Document Number: 00570268

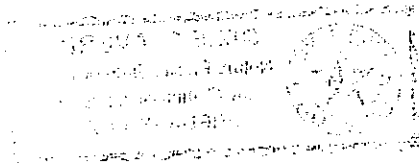
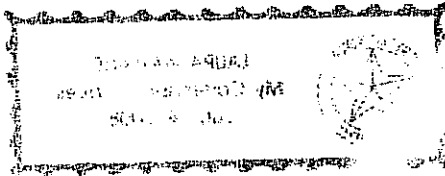
Amount 24.00

By  
Monica Castro

STATE OF TEXAS COUNTY OF PARKER  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of: Parker County  
as stamped hereon by me.

Sep 19, 2005

JANE BRINSON, COUNTY CLERK  
PARKER COUNTY



THIRD AMENDMENT  
TO  
Declaration of Covenants, Conditions and Restrictions for  
CROWN VALLEY ESTATES

STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF PARKER

(Phase I – Section I – RECORDED in PLAT CABINET B, SLIDE 744, PLAT RECORDS, PARKER COUNTY, TEXAS and Crown Road Estates, RECORDED in PLAT CABINET C, SLIDE 178, VOLUME 2263, PAGE 1784, PLAT RECORDS, PARKER COUNTY, TEXAS )

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Crown Valley Estates (“Third Amendment”) amends the Declaration of Covenants, Conditions and Restrictions for Crown Valley Estates recorded in Plat Cabinet B, Slide 744, Plat Records (as previously amended), Parker County, Texas (the “Declaration”). This Third Amendment is made this 10<sup>th</sup> day of January, by Crown Valley Acquisitions, L.P., a Texas limited partnership (“Crown Valley Acquisitions”), as successor to Crown Valley Partners, L.P., a Texas limited partnership (“Crown Valley Partners”), the original Declarant under the terms of the Declaration, Crown Valley Acquisitions having acquired all rights of Declarant under the Declaration by virtue of that certain deed from Crown Valley Partners to Crown Valley Acquisitions dated October 17, 2002, and recorded in Volume 2050, Page 1262, Deed Records, Parker County, Texas.

Pursuant to the rights reserved to Declarant in Section 12.02 of the Declaration, Declarant has determined that certain amendments to the Declaration are necessary, proper, and expedient under the circumstances and conditions now existing. Accordingly, Declarant is hereby amending the Declaration as set out below such that the provisions in this Second Amendment shall replace all inconsistent provisions of the Declaration as stated herein. All other provisions of the Declaration shall remain in full force and effect and shall not be modified or amended except as set out in this Second Amendment.



ARTICLE VI  
COVENANTS FOR ASSESSMENTS

6.05 (e) is deleted in its entirety and replaced with the following:



6.05 Basis and Amount of Regular Maintenance Assessments

- (e) Each lot within Crown Valley Estates shall pay to Crown Valley Golf Course as part of their mandatory quarterly individual assessment a \$40 per month social membership fee which shall permit each homeowner to use the clubhouse, pool, tennis courts and workout facilities. Such monthly social membership fee shall be equal to \$40 per month or 1/2 the actual cost of the lowest monthly social membership dues offered or charged to any individual who is not a resident of the

C

development. The monthly social fee shall be set at \$40 per month for a period of twelve (12) months from the completion and opening of the clubhouse, swimming pool, and workout facility. Thereafter, the fee shall be adjusted annually based upon inflation. If the homeowner obtains a golf membership, the mandatory social membership shall be applied as a credit to the monthly golf membership dues. I.e. If a homeowner decides to upgrade his social membership to a full golf membership he would be charged the full amount of a non-resident golf membership, but would then receive a credit to the dues paid in their mandatory social membership. The \$40 monthly social membership fee shall not commence until the completion and opening of the clubhouse, pool, tennis courts and workout facilities. No dues fees, etc shall be paid on any lot in the development owned by the Declarant, and no monthly social membership dues shall begin to accrue on any lot sold to a builder until twelve (12) months after the closing date of such lot so as to allow the builder time to construct a home on such lot.

IN WITNESS WHEREOF, Crown Valley Acquisitions, being the Declarant herein, caused this instrument to be executed effective this 1 day of February, 2006.

CROWN VALLEY ACQUISITIONS, L.P.

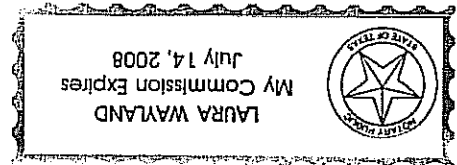
By: Pars Investments, Inc., General Partner

By: Mehrdad Moayedi  
Mehrdad Moayedi, President

STATE OF TEXAS                    §  
  §  
COUNTY OF PARKER            §

This instrument was acknowledged before me on the 1 day of February, 2006, by Mehrdad Moayedi, President of Pars Investments, Inc., General Partner of Crown Valley Acquisitions, L.P.

Laura Wayland  
Notary Public



After Recording Send To:  
Crown Valley  
3901 Airport Freeway Suite 200  
Bedford, TX 76021

Doc# 584898 Fees: \$20.00  
02/02/2006 2:01PM # Pages 2  
Filed & Recorded in Official Records of  
PARKER COUNTY, TEXAS  
TEOME DRISGAM COUNTY CLERK