

**DECLARATION OF  
RESTRICTIVE COVENANTS  
FOR  
GRACE ACRES SUBDIVISION – PHASE 2**

**TO BE FILED AFTER PLAT FILED**

## TABLE OF CONTENTS

SECTION 1: DEFINITIONS.....	5
SECTION 2: DECLARANT’S DEVELOPMENT OF THE SUBDIVISION .....	8
2.01 SUBDIVIDING. ....	8
2.02 ADDING LAND.....	8
2.03 REMOVING LAND .....	8
2.04 ASSIGNMENT OF RIGHTS. ....	8
2.05 CONTROL .....	8
SECTION 3: ARCHITECTURAL RESTRICTIONS.....	9
3.01 APPROVAL OF PLANS.....	9
3.02 HOURS FOR CONSTRUCTION ACTIVITY. ....	9
3.03 BUILDING DEADLINE.....	9
3.04 BUILDING MATERIALS.....	9
3.05 SINGLE FAMILY DWELLINGS. ....	9
3.06 NEW CONSTRUCTION ONLY. ....	9
3.07 NO MANUFACTURED OR MODULAR HOUSING. ....	9
3.08 LOCATION OF A DWELLING ON A LOT. ....	10
3.09 LIVING AREA REQUIREMENT. ....	10
3.10 SEWAGE .....	10
3.11 GARAGE.....	10
3.12 DRIVEWAY.....	10
3.13 ROOF .....	10
3.14 BRICK OR STONE. ....	10
3.15 EXTERIOR PAINT AND SIDING.....	11
3.16 STORAGE BUILDING.....	11
3.17 FENCES. ....	11
3.18 LANDSCAPING. ....	11
3.19 DRAINAGE .....	12
3.20 EXTERIOR ANTENNAS .....	12
3.21 AIR CONDITIONING UNITS.....	12
3.22 WINDOW TREATMENTS. ....	12
3.23 MAILBOXES.....	12
3.24 DESTRUCTION OF DWELLING.....	12
3.25 ALTERATION OF COMPLETED IMPROVEMENTS.....	12

SECTION 4: USE RESTRICTIONS .....	13
4.01 RESUBDIVISION.....	13
4.02 RESIDENTIAL USE.....	13
4.03 NUISANCES.....	13
4.04 HAZARDS.....	13
4.05 MOTOR VEHICLES.....	13
4.06 RECREATIONAL VEHICLES.....	14
4.07 PROHIBITED VEHICLES .....	14
4.08 UNSIGHTLY ITEMS.....	14
4.09 PETS .....	14
4.10 LIVESTOCK.....	14
4.11 TRASH.....	14
4.12 LEASING.....	15
4.13 MAINTENANCE.....	15
4.14 SIGNS.....	15
4.15 TEMPORARY STRUCTURES .....	15
4.16 MINERAL PRODUCTION .....	16
 SECTION 5: COMMON AREAS.....	 16
5.01 DEVELOPMENT AND USE.....	16
5.02 CONDEMNATION.....	16
5.03 LIABILITY OF OWNER. ....	16
 SECTION 6: THE ASSOCIATION AND THE BOARD .....	 16
6.01 ORGANIZATION. ....	17
6.02 CONTROL PERIOD.....	17
6.03 MEMBERSHIP.....	17
6.04 TRANSFER FEE.....	17
6.05 VOTING RIGHTS. ....	17
6.06 POWERS.....	18
6.07 ASSESSMENTS .....	19
6.08 ANNUAL BUDGET AND ASSESSMENTS.....	19
6.09 OPERATING FUND.....	19
6.10 RESERVE FUND .....	19
6.11 SPECIAL ASSESSMENTS.....	19
6.12 PERSONAL OBLIGATION AND LIEN .....	19
6.13 PRORATION.....	20
6.14 ENFORCEMENT .....	20

SECTION 7: ARCHITECTURAL COMMITTEE .....	21
7.01 ORGANIZATION. ....	21
7.02 APPROVAL OF PLANS. ....	21
7.03 MINOR VARIANCES. ....	21
7.04 NO WAIVER. ....	21
7.05 COMPLIANCE. ....	22
7.06 FEES.....	22
7.07 RULES. ....	22
7.08 APPEAL.....	22
 SECTION 8: EASEMENTS.....	 22
8.01 RESERVED EASEMENTS.....	22
8.02 DRAINAGE EASEMENTS.....	22
8.03 SURFACE USE.....	23
8.04 IRRIGATION SYSTEM EASEMENTS.....	23
 SECTION 9: GENERAL PROVISIONS .....	 23
9.01 CONSTRUCTION.....	23
9.02 EXEMPTION OF DECLARANT. ....	23
9.03 COMPLIANCE. ....	23
9.04 ENFORCEMENT .....	24
9.05 NOTICES. ....	24
9.06 NONWAIVER. ....	24
9.07 LIMITATION OF LIABILITY. ....	24
9.08 TERM.....	24
9.09 AMENDMENT OR TERMINATION. ....	25

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR THE VILLAS AT KIDD DRIVE**

**ETRH Development, LLC** ("Declarant") is the sole owner of the surface estate of the following real property ("Property"):

**The Villas at Judson, Lots 1-23, Block 1, Lots 1-17, Block 2, Lots 1-20, Block 3, Lots HOA #1, & HOA #2, Unit 1, as recorded in the public records of Gregg County, Texas, dated October , 2023 at 11:36:00 AM, Document Number 202314254**

Declarant hereby imposes on the Property the following covenants, conditions, and restrictions to establish a general plan for its improvement and development as a residential subdivision named **Grace Acres Subdivision – Phase 2** ("Subdivision"). The Property will be owned, held, leased, used, occupied, sold, conveyed, and encumbered subject to the provisions of this Declaration, which will run with the Property and will be binding on and inure to the benefit of each person having any right, title, or interest in or to any part of the Property and the person's heirs, successors, and assigns. Each contract, deed, or other instrument of any person executed hereafter with regard to any part of the Property shall be executed, delivered, and accepted subject to the provisions of this Declaration, regardless of whether the contract, deed, or other instrument refers to this Declaration.

**SECTION 1: DEFINITIONS**

- 1.01 The following terms and definitions govern herein unless the context indicates otherwise.
- 1.02 "Architectural Committee" means the committee described below in Section 7.
- 1.03 "Assessment" means the obligation and lien described below in Section 6.
- 1.04 "Association" means the homeowners association, if any, which may be formed as provided below in Section 6.
- 1.05 "Board" means the Board of Directors of the Association, if any.
- 1.06 "Bylaws" means the Bylaws adopted by the Board for the Association, if any.

- 1.07 "Certificate of Formation" means the document filed with the Texas Secretary of State creating the Association, if any.
- 1.08 "Common Areas" means the portions of the Property shown on the Subdivision Plat, which are not designated as Lots and which a governmental entity has not accepted for maintenance. Declarant may convey the surface estate of such Common Areas to the Association, if any.
- 1.09 "Control Period" means the period (a) from the date of this Declaration (b) to the earlier of the date when Declarant has sold and conveyed ninety percent of the Lots to one or more unrelated third parties, or the date when Declarant has voluntarily relinquished in writing its control of the Subdivision to the Architectural Committee.
- 1.10 "Declarant" means the person named above as Declarant, its affiliated entities, and their respective representatives, agents, successors, and assigns.
- 1.11 "Declaration" means this document.
- 1.12 "Dwelling" means a single-family house on a Lot.
- 1.13 "Governing Documents" means this Declaration, the Certificate of Formation, if any, and the Bylaws, if any.
- 1.14 "Improvement" means a Dwelling and every other structure and all appurtenances to structures of every type and kind on a Lot, including a house, garage, building, outbuilding, storage building, patio, deck, outdoor kitchen, driveway, tennis court, swimming pool or equipment, hot tub, fence, wall, stair, pole, exterior air conditioner, generator, tank, rain barrel or harvesting device, water-softener fixture or equipment, pump, well, tank, reservoir, antenna, tower, satellite dish or receiver, playhouse, playground, treehouse, and any facility or device used in connection with water, sewer, gas, electric, telephone, television, internet, or other utility.
- 1.15 "Livestock" means any animal other than Pets, including horses, cattle, sheep, goats, pigs, poultry, fowl, and wild animals.
- 1.16 "Lot" means a parcel of land within the Property shown as a lot on the Subdivision Plat.

- 1.17 "Motor Vehicle" means a passenger car or truck not larger than a three-quarter ton pickup.
- 1.18 "Owner" means the person who owns a fee-simple interest in the surface estate of a Lot or any other portion of the Property.
- 1.19 "Person" means a natural person, a private entity (such as a corporation, partnership, limited partnership, limited liability company, joint venture, trust, or other company or association), or a public entity (such as a federal, state, or local governmental entity, agency, department, unit, or subdivision).
- 1.20 "Pets" means dogs, cats, rabbits, ferrets, birds, guinea pigs, and other small mammals, reptiles, and fish that are commonly used as companion animals.
- 1.21 "Prohibited Vehicle" means any trailer, including a utility trailer, and any self-propelled vehicle other than a Motor Vehicle or a Recreational Vehicle, including a bus, bulldozer, excavator, front-end loader, backhoe, skid steer loader, trencher, other construction equipment, farm tractor, tractor-trailer, or truck larger than a three-quarter ton pickup, and any vehicle used to transport flammable or explosive cargo.
- 1.22 "Property" means the real property described above.
- 1.23 "Recreational Vehicle" means a camper, mobile home, trailer, trailer house, boat, personal water craft, all terrain vehicle, motorcycle, moped, golf cart, or similar equipment used for recreation.
- 1.24 "Street" means each public street on or adjoining the Property or a Lot as identified on the Subdivision Plat.
- 1.25 "Subdivision" means the residential subdivision identified above.
- 1.26 "Subdivision Plat" means the surveyor's plat or plats for the Subdivision recorded in the official public records of the clerk of the county where the Subdivision is located.

## **SECTION 2: DECLARANT'S DEVELOPMENT OF THE SUBDIVISION**

- 2.01 SUBDIVIDING.** Declarant may divide, subdivide, or resubdivide the Property into several areas or parcels and may develop or sell all or part of the Property at any time.
- 2.02 ADDING LAND.** From time to time, Declarant may add additional land to the Subdivision as additional units or phases and thereby make this Declaration and its provisions apply equally to the added land, and the rights and duties of the persons subject to this Declaration will be the same with respect to the added land as with respect to the land described in this Declaration. To add land to the Subdivision under this Declaration, Declarant must only record in the land records of the county where the Subdivision is located a written notice that (a) refers to this Declaration and its recording information, (b) states the provisions of this Declaration will apply to the added land, and (c) contains a description of the added land.
- 2.03 REMOVING LAND.** From time to time, Declarant may remove any portion of its land from the Subdivision and thereby terminate the application of this Declaration and its provisions to the removed land. To remove land from the Subdivision under this Declaration, Declarant must only record in the land records of the county where the Subdivision is located a written notice that (a) refers to this Declaration and its recording information, (b) states the provisions of this Declaration will no longer apply to the removed land, and (c) contains a description of the removed land.
- 2.04 ASSIGNMENT OF RIGHTS.** Declarant's conveyance of a Lot or any other portion of the Property will not itself convey or assign any of Declarant's rights under this Declaration. In order to assign any of its rights under this Declaration, Declarant must refer specifically in writing to this Declaration and state it is assigning its rights under this Declaration. From time to time, however, Declarant may temporarily authorize another person – such as a builder in the Subdivision unaffiliated with Declarant – to exercise specified rights, privileges, or exemptions of Declarant under this Declaration.
- 2.05 CONTROL.** Declarant has all the powers and rights reserved to itself in this Declaration. If an Association is formed as provided below in Section 6, then Declarant also has all the powers and rights granted in this Declaration to the Association and the Board until the end of the Control Period, when such powers and rights will vest in the Association and the Board.



### **SECTION 3: ARCHITECTURAL RESTRICTIONS**

- 3.01 APPROVAL OF PLANS.** No person other than Declarant may erect, place, or modify an Improvement on a Lot until the person has obtained the approval of the Architectural Committee as provided below in Section 7.
- 3.02 HOURS FOR CONSTRUCTION ACTIVITY.** Except in an emergency or when other unusual circumstances exist, as determined by the Architectural Committee, outside construction work or noisy interior construction work shall be permitted only between the hours of 6:00 a.m. and 10:00 p.m.
- 3.03 BUILDING DEADLINE.** An Owner other than Declarant must begin construction of a Dwelling on a Lot no later than eighteen months from the date of the Owner's acquisition of the Lot.
- 3.04 BUILDING MATERIALS.** No person other than Declarant may store any materials whatsoever on a Lot except for the building materials used in the construction of Improvements on the Lot, which may remain on the Lot only so long as the construction actively progresses on the Lot without undue delay, after which the Owner must remove the materials or store them in a suitable enclosure on the Lot. No person other than Declarant may place or store any building materials on any Street at any time.
- 3.05 SINGLE FAMILY DWELLINGS.** A person may only construct one detached single family Dwelling on each Lot that is not more than two stories in height. No other type of residential building or structure may be constructed or placed on a Lot.
- 3.06 NEW CONSTRUCTION ONLY.** A person may only construct new Dwellings and Improvements on the Property using new building materials. No person may move an existing building or structure onto the Property, or remodel or convert such a structure moved onto the Property into a Dwelling or other Improvement.
- 3.07 NO MANUFACTURED OR MODULAR HOUSING.** A person may not place or install on the Property a manufactured home, a moveable factory-built home, a structure mounted on a permanent chassis, a modular or prefabricated home, or any similar building or structure, regardless of whether its components are manufactured or assembled on or off the Property.

- 3.08 LOCATION OF A DWELLING ON A LOT.** The front of a Dwelling must face the Street adjoining the Lot. If the Lot adjoins more than one Street, the Dwelling must face the shortest boundary line of the Lot that adjoins a Street. The location of a Dwelling must comply with the building setback lines for the Lot shown on the Subdivision Plat. The eaves, steps, and patios of a Dwelling may extend over a building setback line for the Lot, but may not extend over a boundary line for the Lot.
- 3.09 LIVING AREA REQUIREMENT.** Each Dwelling on the Property must contain no less than **1,500** square feet of living area, excluding its open porches and garage.
- 3.10 SEWAGE.** The Owner must connect the Owner's Dwelling and continuously use the sewer system in place for the Subdivision. No person may install or use an individual septic disposal system on a Lot.
- 3.11 GARAGE.** Each Dwelling must include an attached garage capable of holding at least **two** Motor Vehicles. A person may not modify or enclose a garage to make it part of the living area of the Dwelling. A person may not construct a carport or detached garage on a Lot. If the Owner or any other Person residing on the Lot has one or more Motor Vehicles, when not in use, at least one such Motor Vehicle must be parked in the garage on the Lot before any other such Motor Vehicles are parked on the driveway or on a Street.
- 3.12 DRIVEWAY.** When a person constructs a Dwelling on a Lot, the person must also construct a concrete driveway on the Lot from the adjoining Street to the garage for the Dwelling that is between **16' and 20' in width** with at least a 4" thickness of concrete. The person constructing the driveway must repair at his expense any damage to the Street and its curb caused by the construction of the driveway.
- 3.13 ROOF.** The roof of each Dwelling must have a pitch of at least **8" in 12"** and no more than 12" in 12" and must be constructed of **Twenty-Year** bondable limited warranty composition shingles.
- 3.14 BRICK OR STONE.** The Owner must construct the exterior walls of a Dwelling with brick, brick veneer, or stone covering at least **60%** of the area of the exterior walls, excluding doors, windows, and gable areas. The Owner must obtain the prior approval of the Architectural Committee of the type and color of such materials before starting such construction.

- 3.15 EXTERIOR PAINT AND SIDING.** The Owner must obtain the prior approval of the Architectural Committee of the type and color of all exterior siding and paint, stain, or other coating before such materials are installed on a Lot. The Owner must use at least two coats of paint or sealer on all exterior wood surfaces at the time of the construction of a Dwelling or Storage Building.
- 3.16 STORAGE BUILDING.** A person may not construct any storage building on a Lot. A person may construct one storage building on a Lot if it contains **no more than 120 square feet of floor space, does not exceed 10' in height** (measured vertically from the natural finish ground elevation to the highest point of its roof), has a composition roof, has painted siding that matches the architectural style and color of the Dwelling on the Lot, is placed behind fencing in an area where it is least visible from a Street or another Lot, and is maintained with a good visual appearance matching the Dwelling on the Lot. Only one such storage building may be placed on a Lot.
- 3.17 FENCES.** The Owner may construct a wood privacy fence on the Owner's Lot along its boundary lines with adjoining Lots that is **Six Feet (6')** in height. A person may not construct a fence or wall of any material other than wood pickets and wood or metal posts, such as chain link, barbed wire, hog wire, chicken wire, or wood rail. All fence posts must be hidden from view from every Street. A person may not erect a fence or wall (a) between the Street that the front of the Dwelling faces and a line extending across the front of the Dwelling to the side boundary lines of the Lot, or (b) directly on or over a boundary line for a Lot.
- 3.18 LANDSCAPING.** The Architectural Committee may designate the landscaping requirements for the Subdivision, including the approved type, design, and method of planting grass, flower beds, and any trees. Prior to the completion of a Dwelling on a Lot, the Owner of the Lot must plant such grass on the entire yard of the Lot, install front flower beds, and install any trees, as specified by the Architectural Committee. The Owner of a Lot must properly cultivate and maintain all grass, plants, shrubs, trees, and landscaping on the Lot.
- 3.19 DRAINAGE.** A person other than Declarant may not alter, obstruct, or interfere with the established drainage patterns of any Lot or other portion of the Property without the prior written approval of the Architectural Committee.
- 3.20 EXTERIOR ANTENNAS.** A person may install an antenna or dish only on the roof of a Dwelling in an area behind and below the center ridge line of the roof that is not visible from a Street. A person may not install or use (a) a free-standing

antenna or dish on a Lot or (b) any television, internet, or radio wires between the Dwelling and any adjoining Street.

**3.21 AIR CONDITIONING UNITS.** A person may not install or use a window or wall type air conditioner on a Lot that is visible from a Street.

**3.22 WINDOW TREATMENTS.** A person may only use suitable blinds or curtains as window treatments and may not install or use tin foil, blankets, towels, paper, or similar materials for window treatments.

**3.23 MAILBOXES.** A person may not install or use an individual mailbox on a Lot and may only use the mailbox assigned to the Lot in the community mailboxes installed for the Subdivision. The community mailboxes must be of similar sizes and design unless the local postmaster specifies otherwise. Any person who damages the mailboxes shall be personally liable for the cost of repairing or replacing the damaged portions of the mailboxes, and either the Association (if one exists) or any Owner (if no Association exists) may enforce this obligation against such person. Otherwise, the Association (if one exists) is responsible for the cost of repairing or replacing the damaged mailboxes, or the affected Owners (if no Association exists) are jointly responsible for the cost of repairing or replacing the damaged mailboxes.

**3.24 DESTRUCTION OF DWELLING.** If a weather event, flood, fire, or any other cause destroys or damages a Dwelling, the Owner must rebuild, repair, or remove the Dwelling within six months after such destruction or damage.

**3.25 ALTERATION OF COMPLETED IMPROVEMENTS.** A person may not alter a completed Improvement on a Lot in a way that modifies its function or its exterior appearance without the prior written approval of the Architectural Committee.

#### **SECTION 4: USE RESTRICTIONS**

**4.01 RESUBDIVISION.** The Owners of separate Lots may by written agreement and surveyor's plat subdivide a Lot that adjoins the Lot of each Owner. Otherwise, an Owner other than Declarant may not divide or subdivide a Lot or convey an easement in a Lot without the prior written approval of the Architectural Committee.

**4.02 RESIDENTIAL USE.** No person may occupy or use a Lot except for single-family residential purposes. No person may construct a structure or building on a Lot

except for one single-family dwelling and its customary and usual accessory structures. No person may erect, occupy, or use a structure on a Lot as a multi-family residence, duplex, apartment, office, retail, or commercial building. No person may conduct any business, commercial, professional, or manufacturing activity on any Lot.

- 4.03 NUISANCES.** No person may conduct any activity, allow any condition, or construct or possess any Improvement or item on any part of a Lot or any other portion of the Property that would constitute a nuisance, would be offensive or detrimental to another person or property, or would violate applicable law.
- 4.04 HAZARDS.** No person may conduct any activity, allow any condition, or construct or possess any Improvement or item on any part of a Lot or any other portion of the Property that would be unsafe or hazardous to any person or property, would constitute a nuisance or be offensive or detrimental to another person or property, would increase the rate of insurance or cause the cancellation of insurance on any Lot or Improvement, or would violate applicable law. Without limiting the foregoing, no person may have an open fire on a Lot except within safe indoor or outdoor fireplaces or cooking appliances and devices that are attended while in use or may use or possess firearms, fireworks, or explosive devices on a Lot except as permitted by applicable law.
- 4.05 MOTOR VEHICLES.** No person may park, store, or keep a Motor Vehicle on any part of a Lot or any other portion of the Property except on the Street adjoining the Lot, on the driveway on the Lot, or inside the garage on the Lot. No person may park, store, or keep an inoperable Motor Vehicle on the Property except temporarily for a reasonable period until it can be made operable. No person may park, store, or keep a Motor Vehicle on any Street for more than twenty-four consecutive hours at a time or move it from place to place in the Subdivision to avoid this prohibition.
- 4.06 RECREATIONAL VEHICLES.** No person may park, store, or keep a Recreational Vehicle on any part of a Lot or any other portion of the Property except inside a garage on the Lot or behind the Dwelling on the Lot in an area that is adequately screened by fencing or landscaping so it is not visible from any other Lot or Street. No person may reside in a Recreational Vehicle on the Property either temporarily or permanently.
- 4.07 PROHIBITED VEHICLES.** No person other than Declarant may park, store, or keep a Prohibited Vehicle on the Property except temporarily as necessary for the construction of an Improvement on the Property.

- 4.08 UNSIGHTLY ITEMS.** No person may use or place any item in an area on a Lot, which is viewable from a Street or another Lot, and which is unreasonably unsightly, including sports equipment (such as volleyball nets, soccer goals, or basketball goals), lawn and garden maintenance equipment (such as lawnmowers and tillers), storage of materials (such as firewood or building materials) or facilities for hanging, drying, or airing clothing or household fabrics (such as clothes lines).
- 4.09 PETS.** An Owner may keep Pets on a Lot provided (a) they are not kept, bred, or maintained for any business purpose, (b) no more than two Pets are kept on the Lot, and (c) the perimeter boundary of the Lot is fenced adequately to retain such Pets and prevent them from leaving the Lot. No person may allow a Pet outside the Lot where it is kept unless restrained by an appropriate leash or transport container.
- 4.10 LIVESTOCK.** No person may keep, raise, or breed any Livestock on a Lot.
- 4.11 TRASH.** No person may store or dump – or allow the storage or dumping of – trash, rubbish, garbage, manure, debris, or other offensive material of any kind on a Lot. The Owner of a Lot shall place all trash, rubbish, garbage, manure, debris, or other offensive material on the Lot in sanitary containers constructed of metal, plastic, or masonry materials with tight-fitting covers or lids and placed in an area on the Lot that (a) is not in front of the Dwelling or in the driveway and (b) is adequately screened by fencing or landscaping so it is not visible from any other Lot or Street. Each Owner must contract with an independent disposal service for weekly collection of all garbage or other wastes if a governmental entity does not provide such collection service to the Lot. No person may allow such items or their containers on a Street for more than twenty-four consecutive hours.
- 4.12 LEASING.** No Owner may lease a Lot or any Improvement on a Lot for a period of less than ninety consecutive days. If an Owner leases a Lot or any Improvement on a Lot to another person, the Owner is liable for any failure to comply with any provision of this Declaration by such person or the person's guest. If the Association exists at the time of such lease, the Owner must also provide a written notice to the Board stating (1) the address of the Dwelling, (2) the commencement date and term of the lease, and (3) if another person is managing the leasing of the Dwelling on behalf of the Owner, the name, mailing address, phone number, and email address of such person.

**4.13 MAINTENANCE.** Each Owner must keep all grass, plants, shrubs, and trees on the Owner's Lot maintained, cultivated, pruned, and free of trash and other unsightly material. Each Owner must keep all Improvements on the Owner's Lot in good condition and repair and adequately painted or otherwise maintained.

**4.14 SIGNS.** No person may place or display any sign on a Lot that the Lot or an Improvement on the Lot is for lease. A person may place or display a sign on a Lot that the Lot or an Improvement on the Lot is for sale, but the sign must not contain more than 6 sq. ft. of area and the person may place only one such sign on the Lot unless the Architectural Committee approves the use of more than one sign on the Lot. The foregoing provisions do not apply to Declarant or to a developer of multiple Lots, who may place or display a larger sign advertising all or part of the Subdivision, but who must remove such sign upon completion of the construction in the area advertised on the sign. A political sign on a Lot advertising a candidate or measure for an election must not be installed more than 90 days before the election; must be removed on the 11th day after the election; must be ground-mounted; must be limited to only one sign for each candidate or measure; must not contain any balloons or lights; must not threaten the public health or safety; must not be larger than four feet by six feet; must not violate a law; must not contain language, graphics, or any display that would be offensive to the ordinary person; and must not be accompanied by music or other sounds or by streamers or otherwise be distracting to motorists. A person may place temporary school spirit signs on a Lot.

**4.15 TEMPORARY STRUCTURES.** Declarant may place or use – or allow another builder to place or use – a temporary sales or construction office, temporary toilet facility, storage container, tent, shack, or other temporary building or structure on the Property during the construction and sale of a Dwelling. After such construction and sale of a Dwelling, no person may place or use any such items on the Lot without the prior written approval of the Board.

**4.16 MINERAL PRODUCTION.** No person may allow or conduct any mining, quarrying, drilling, boring, exploring for, or removing any oil, gas, other hydrocarbons, other minerals of any kind, rocks, stones, sand, gravel, aggregate, or dirt, nor allow or place any oil or gas wells, derricks, pumps, tanks, tunnels, excavations, mines, shafts, equipment, or facilities on any Lot. To the extent Declarant owns an interest in the mineral estate of the Property, Declarant waives its right to use the surface of the Property for the exploration, development, or production of oil, gas, or other hydrocarbons or minerals.

## **SECTION 5: COMMON AREAS**

**5.01 DEVELOPMENT AND USE.** If Declarant transfers or leases a Common Area to the Association, the Board will have the sole authority to control the improvement, maintenance, and use of the Common Area, and will be solely responsible for all expenses for doing so, including all taxes and insurance relating to the Common Area.

**5.02 CONDEMNATION.** If a person exercising the power of eminent domain condemns all or any part of the Common Areas, the owner of record of the Common Area will be entitled to participate in the condemnation proceedings and will have the sole authority to determine whether to contest or defend any such proceeding, to settle any proceeding, or to convey the subject property to the condemning authority in lieu of condemnation.

**5.03 LIABILITY OF OWNER.** An Owner may not alter, modify, or perform any work on any Common Area without the prior written approval of the owner of record of the Common Area. Each Owner is liable to the owner of record of the Common Area and each other Owner for all damages to a Common Area caused by an act or omission of the Owner, the Owner's family, or the Owner's tenant, guest, or invitee.

## **SECTION 6: THE ASSOCIATION AND THE BOARD**

**6.01 ORGANIZATION.** During the Control Period, Declarant has the sole and exclusive authority, in its discretion, to establish the Association as a Texas nonprofit corporation with the powers set forth by law and in the Governing Documents. If Declarant does not establish the Association during the Control Period, then after the expiration of the Control Period, the Owners, by a majority vote at a duly called meeting of the Owners, may establish the Association as a Texas nonprofit corporation with the powers set forth by law and in the Governing Documents. Upon such creation of the Association by Declarant or the Owners, the remaining provisions of this Section 6 will become operative.

**6.02 CONTROL PERIOD.** During the Control Period, neither Declarant, the Association, nor the Board has the power to collect regular or special Assessments on any Property in the Subdivision and membership in the Association is not mandatory. After the Control Period, the Association through the Board has the power to collect regular and special Assessments on Lots in the Subdivision and membership in the Association is mandatory. Consequently, the Texas Residential Property Owners Protection Act, Texas Property Code Chapter 209, does not apply



during the Control period but does apply after the Control Period. The following Sections 6.03-6.14 do not apply during the Control Period but do apply after the Control Period.

**6.03 MEMBERSHIP.** Each Owner is automatically a member of the Association for as long as the Owner owns a Lot. Membership is appurtenant to and runs with the ownership of a Lot. The Owner's transfer of the title to a Lot automatically transfers the membership appurtenant to the Lot, regardless of whether the deed or other instrument of conveyance refers to the membership. An Owner may not sever, divide, transfer, pledge, mortgage, or alienate the Owner's membership except in a transfer of the title to the Lot.

**6.04 TRANSFER FEE.** The Board may set and collect a reasonable fee to transfer a membership from an Owner of a Lot to the new Owner of the Lot.

**6.05 VOTING RIGHTS.** Each Lot is entitled to one vote at each meeting of the Owners. Declarant and any other Owner may cast the number of votes corresponding to the number of Lots owned by Declarant or the other Owner at the time of the meeting. The Board in the Bylaws may specify the method and procedure for notices, meetings, and voting of the Owners.

**6.06 POWERS.** The Association has the powers of a Texas nonprofit corporation, subject only to the limitations expressly set forth in this Declaration. The Association through the Board has the power to do any act necessary to exercise each power granted by law or this Declaration. Its powers include the following:

- a. Bylaws. To make, establish, promulgate, amend, repeal, and re-enact the Association's Bylaws so long as they do not conflict with this Declaration.
- b. Rules. To make, establish, promulgate, amend, repeal, and re-enact rules of conduct for persons on the premises of the Subdivision, so long as they do not conflict with this Declaration.
- c. Insurance. To obtain and maintain policies of insurance that the Board determines are reasonably necessary or appropriate to carry out the Association's functions.
- d. Records. To keep books and records of the Association's activities.

- e. Assessments. To levy Assessments against Owners and Lots as provided in this Declaration or by law.
- f. Right of Entry. To enter at any time in an emergency – or in a nonemergency after twenty-four hours’ notice – onto a Lot to determine compliance with this Declaration or to maintain or repair any part of the Lot to conform to this Declaration without liability for trespass. The Lot’s Owner is personally obligated to pay the Association’s expenses in connection with the foregoing for which the Association may levy an Assessment against the Owner and the Lot. If the Board determines in its sole discretion that the Owner has failed or refused to comply with any of its maintenance obligations in Section 4.13 above, the Association or its contractor may at any reasonable time enter on such Lot and perform such maintenance and charge the cost to the Owner as provided below.
- g. Enforcement. To maintain a legal action in its own name and on its own behalf – or in the name of and on behalf of any Owner who consents to it – to restrain any breach or threatened breach, to settle claims, to enforce liens, and to take all other actions to enforce the provisions of this Declaration. Provided, however, the Board may not expend any Association funds to maintain any legal action against Declarant.
- h. Legal and Accounting Services. To retain and pay for legal and accounting services.
- i. Interpretation of Declaration. To interpret the provisions of this Declaration and determine if an Owner has failed to comply with the Owner’s obligations under this Declaration.

**6.07 ASSESSMENTS.** The Board may not levy an Assessment against Declarant or any portion of the Property owned by Declarant, notwithstanding any provision herein to the contrary. After Declarant transfers a Lot to an unaffiliated third party, the Board may levy Assessments against such Lot and its Owner. The level of such Assessments must otherwise be equal and uniform among all such Owners and Lots. The Board may also levy a specific Assessment against a particular Lot and its Owner for any obligation of the Lot or its Owner to the Association arising by law or under this Declaration, including those arising under Section 4.

**6.08 ANNUAL BUDGET AND ASSESSMENTS.** Before the beginning of each fiscal

year, the Board will prepare a written budget of its anticipated expenses during the year in performing its functions under this Declaration and set the amount of annual Assessments to fund such budget. The Board will notify each Owner of the amount of the annual Assessment against each Lot and its Owner and the date when the annual Assessment must be paid to the Association. The Board may require the payment of the annual Assessment in one payment or installment payments during the year. The Board may not increase the amount of an annual Assessment by more than five percent per fiscal year without the approval of at least two-thirds of the Owners.

**6.09 OPERATING FUND.** The Board will establish an operating fund into which it will make deposits and disbursements in performing its functions.

**6.10 RESERVE FUND.** The Board will establish an operating fund into which it may make deposits and disbursements in to repair or maintain Common Areas.

**6.11 SPECIAL ASSESSMENTS.** With the prior approval by written vote of a majority of the Owners, the Board may also levy special Assessments to enable it to carry out its mandatory functions under this Declaration.

**6.12 PERSONAL OBLIGATION AND LIEN.** Each unpaid Assessment, together with interest on it at the maximum rate allowed by law and all attorney's fees and other costs of collection, is the personal obligation of the Owner of the Lot against which the Assessment is levied and is secured by a continuing lien against the Lot and its Improvements that is superior to all other liens against the Lot, except for tax liens as provided by law and liens granted by the Owner to purchase a Lot or finance Improvements on the Lot. Upon request, the Board may subordinate such lien to any other lien. The Board may pursue foreclosure or any other remedy to collect an unpaid Assessment and to enforce the lien as provided by law.

**6.13 PRORATION.** When the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment will be prorated as of the date when the obligation first arose in proportion to the amount of the Assessment year or other period remaining after that date.

**6.14 ENFORCEMENT.** In acting on behalf of the Association in pursuing an enforcement action, the Board must comply with all laws, including any applicable requirements of the Texas Residential Property Owners Protection Act, Texas Property Code Chapter 209, in effect at the time of the enforcement action. To the

fullest extent allowed by law, the Board may pursue one or more of the following remedies or any other remedy allowed by law to enforce the provisions of the Governing Documents or rules of conduct adopted by the Board against an Owner for a violation by the Owner or by any person whom the Owner caused or allowed to be on the Property:

- a. to impose a special charge per violation in an amount that is reasonably proportional to the violation to punish the Owner for the violation and deter the Owner from repeating the violation;
- b. to suspend the Owner's rights to vote or use any Common Area so long as the violation exists;
- c. to cure or abate the violation on behalf of the Owner and to charge the cost and any related expenses to the Owner as an Assessment; or
- d. to seek injunctive and any other relief allowed by law against the violation and to recover from the Owner all of the Association's expenses and costs in doing so, including attorneys' fees and court costs.

## **SECTION 7: ARCHITECTURAL COMMITTEE**

**7.01 ORGANIZATION.** The Architectural Committee will consist of three to five members. During the Control Period, Declarant has the sole authority to appoint, to remove without cause at any time, and to accept the resignation of each member of the Architectural Committee. After the Control Period, if the Association exists, then the Board has the sole authority to appoint, to remove without cause at any time, and to accept the resignation of each member of the Architectural Committee. After the Control Period, if the Association does not exist, then the members who last served on the Architectural Committee shall appoint their successors. Each member will serve until the member's resignation or removal and the appointment of a successor. The act of a majority of the members constitutes the act of the Architectural Committee unless indicated otherwise. The Architectural Committee may by unanimous vote designate in writing one member to act on its behalf and may by majority vote rescind such designation. No member is entitled to compensation for serving on the Architectural Committee. No member is personally liable for any act or omission committed in the capacity as a member except for gross negligence.

- 7.02 APPROVAL OF PLANS.** No person other than Declarant may erect, place, or modify an Improvement on a Lot until (a) the person has submitted to the Architectural Committee two complete sets of plans and specifications (including front elevation) for the proposed Improvement, two complete plot plans locating the proposed Improvement on the Lot, and two complete sets of the finish grade elevations for the Lot, and (2) the Architectural Committee has approved such plans in writing. The Architectural Committee shall retain one copy of such plans and return the second copy to such person endorsed with the Architectural Committee's action. If the Architectural Committee fails to approve or disapprove such plans within thirty days after they are delivered to the Architectural Committee, and if such plans comply fully with the terms of the Governing Documents, then the Architectural Committee shall be deemed to have approved such plans upon the expiration of such thirty days.
- 7.03 MINOR VARIANCES.** The Architectural Committee by unanimous vote may grant minor variances from compliance with any Architectural Restriction when it determines the minor variance will not impair or detract from the high-quality development of the Subdivision and the minor variance is justified because of unusual or aesthetic considerations or circumstances. The granting of a minor variance will not waive or amend any provision of this Declaration except as to the particular Lot and instance covered by the minor variance and will not establish a precedent or future waiver or amendment of any provision of this Declaration.
- 7.04 NO WAIVER.** The Architectural Committee's approval of any plan or specification for any particular Improvement will not waive its right to withhold approval for any plans or specifications for any other Improvement.
- 7.05 COMPLIANCE.** The Architectural Committee will monitor the construction of Improvements in the Subdivision to assure compliance with the Architectural Restrictions. The Architectural Committee may inspect such construction at any time and may order each person responsible for the construction to discontinue the construction until such person complies with this Declaration.
- 7.06 FEES.** The Architectural Committee may set and collect a reasonable fee for its services from any person requiring its services other than Declarant.
- 7.07 RULES.** The Architectural Committee may adopt any procedural and substantive rules, not in conflict with this Declaration, proper for the performance of its duties, including a governmental or industry building, fire, or housing code to govern the construction of Improvements in the subdivision.

**7.08 APPEAL.** During the Control Period, the decision of the Architectural Committee will be final and non-appealable. After the Control Period, any person who is aggrieved by any act or omission of the Architectural Committee must appeal such act or omission to the Board as provided by Tex. Prop. Code § 209.00505.

## **SECTION 8: EASEMENTS**

**8.01 RESERVED EASEMENTS.** All easements, dedications, limitations, restrictions, and reservations shown on the Subdivision Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made before the Property became subject to this Declaration are incorporated by reference and made a part of this Declaration. Declarant reserves the rights, without the joinder of any Owner or other Person, to make changes to such easements and to create additional easements on the Property for public-utility purposes (including water, sewage, gas, electricity, telephone, internet, and drainage) in favor of any governmental entity or utility company along any front, rear, or side boundary line of any Lot. Such easements will have a maximum width of ten feet, and those along rear or side boundary lines of Lots will straddle the boundary lines with five feet on each adjoining Lot.

**8.02 DRAINAGE EASEMENTS.** Declarant hereby creates and reserves easements across each Lot for water drainage, as required by the contours of the Property and the Improvements on the Property approved by Declarant or the Architectural Committee.

**8.03 SURFACE USE.** A Person must not disturb or displace any soil or vegetation, or construct any Improvement, in or on any drainage easement, except as approved in writing by the Architectural Committee. Declarant, the Association, and an Owner may plant shrubs, trees, lawns, flowers, or other vegetation on the surface area of an easement on the Owner's Lot so long as such uses do not interfere with the functioning of the utilities installed and maintained in the easement.

## **SECTION 9: GENERAL PROVISIONS**

**9.01 CONSTRUCTION.** The provisions of the Governing Documents will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property as set forth in this Declaration. The provisions of the Governing Documents are independent and severable, and the invalidity or partial invalidity of any provision will not affect the validity or

enforceability of any other provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter.

**9.02 EXEMPTION OF DECLARANT.** When the phrase "other than Declarant" is used herein it means Declarant is exempt from the provision in question. Neither Declarant nor any of Declarant's Property will in any way be subject to the control of or under the jurisdiction of the Association, the Board, or the Architectural Committee, notwithstanding any provision in this Declaration to the contrary.

**9.03 COMPLIANCE.** Each Owner and other person on the Property must comply strictly at all times with the provisions of the Governing Documents and any rules of conduct adopted by the Board. A failure to do so gives rise to a cause of action to recover any amounts due for damages or injunctive relief or both.

**9.04 ENFORCEMENT.** Declarant, the Association, or any Owner may pursue any action and seek any remedy allowed by law or the Governing Documents against any other Owner or other person who violates any provision of the Governing Documents or rules of conduct adopted by the Board.

**9.05 NOTICES.** Any notice permitted or required to be given by the Governing Documents must be in writing. Unless otherwise required by law, the notice must be delivered to the person to whom the notice is directed (a) by delivery to the person or to the person's Dwelling, (b) by U.S. mail, first class or certified, (c) by a nationally recognized overnight delivery service, (d) by email to the person, or (e) by any other method required or permitted by law or the Governing Documents. Any notice to a person is proper if delivered or sent to (a) the last address that the person provided to the party sending the notice, or (b) the address shown for the person on the website for the appraisal district of the county where the Subdivision is located. A notice by mail or overnight delivery is given when deposited, properly addressed and with proper postage, with the U.S. Postal Service or overnight delivery service. A notice by email is given when transmitted to the person's email address.

**9.06 NONWAIVER.** A person's failure or refusal to enforce any provision of the Governing Documents at any time will not constitute a waiver of the person's right to enforce the provision in the future.

**9.07 LIMITATION OF LIABILITY.** Each Owner or lienholder who accepts the conveyance or grant of any interest in a Lot thereby agrees that Declarant, the

Association, the Board, the Architectural Committee, and their respective members, representatives, employees, and agents will have no liability to any Owner or any other person in tort, contract, or otherwise for any act or omission directly or indirectly arising from or relating to the creation, enforcement, construction, application, or use of any provision of the Governing Documents, or for any other act or omission relating to the Governing Documents, except for gross negligence. Declarant makes no warranty or representation as to the present or future validity or enforceability of any provision of the Governing Documents. Any Owner acquiring a Lot in reliance on any provision of this Declaration assumes all risks of the validity and enforceability of the Governing Documents, and by acquiring the Lot, agrees to hold Declarant harmless if such provision is adjudicated to be invalid or unenforceable.

**9.08 TERM.** This Declaration is effective on the date it is recorded in the official public records of the county where the Property is located and will continue thereafter in effect for twenty years, after which it will automatically renew for successive periods of five years each, unless amended or extinguished as provided herein.

**9.09 AMENDMENT OR TERMINATION.** Prior to Declarant's sale of any Lots, Declarant may amend or terminate any or all provisions of this Declaration. After Declarant's the sale of any Lot, this Declaration may be amended or terminated in whole or in part only upon the approval by written vote of at least fifty-one percent of the Owners. Any such amendment or termination will be effective upon Declarant's or the Board's recording of written notice certifying such amendment or termination in the official public records of the county where the Property is located. Provided, however, this Declaration may not be amended or terminated between the end of the Control Period and the assumption of office by the Board elected after the end of the Control Period.

**ETRH Development, LLC**

By: \_\_\_\_\_  
**Brent Conaway, President**



**ACKNOWLEDGMENT**

STATE OF TEXAS §  
COUNTY OF SMITH §

This instrument was acknowledged before me on \_\_\_\_\_, **2025**, by **Brent Conaway, President of ETRH Development, LLC.**, on behalf of such company.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires:\_\_\_\_\_