



STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON COUNTY §

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE HOME PLACE AT JARRELL**

The undersigned owners of the real property identified on Exhibit A attached hereto (the "Property") hereby declare and affirm that they are the owners of the Property and that all of the Property shall be held, sold, and conveyed subject to the this Amended and Restated Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), which is for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding upon any and all persons having any right, title, or interest in or to the Property, or any part thereof. Buyers and owners of lots listed under Exhibit A are referred to below collectively as "Owners" and singularly as "Owner," and include their legal representatives, heirs, successors, and assigns. Jarrell Town Center Ltd., a Texas Limited Partnership shall be referred to as the "Declarant."

I. PURPOSE

The Property is hereby encumbered by the covenants, conditions, restrictions, easements, and charges set forth below in order to:

- (a) Insure the best and highest use and the most appropriate development and improvement of each lot within the Property for residential purposes;
- (b) Protect the Owners of lots against the improper use of surrounding lots;
- (c) Preserve, so far as practicable, the natural beauty of the Property;
- (d) Guard against the erection of unsightly structures of improper or unsuitable materials;

- (e) Encourage and secure the proper continued maintenance of the land and improvements on each lot;
- (f) Secure and maintain the proper use of easements within the Property;
- (g) Preserve, as far as practicable, lines of sight from the lots; and
- (h) In general, provide for a residential subdivision of the highest quality to enhance the value of the investment made by owners in purchasing lots and constructing homes.

II. OWNERS' ASSOCIATION AND ARCHITECTURAL CONTROL

A. OWNERS' ASSOCIATION. The Declarant shall establish a property owners' association that shall be known as The Home Place At Jarrell Homeowners Association (the "Association"). Any person or entity, upon becoming an Owner, shall automatically become a member of the Association. Membership in the Association shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated, except together with the title to the said property interest.

B. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee (the "Committee") shall be designated and compose of three (3) members, chosen by Declarant. The following person(s) are hereby designated as the initial members of the Committee: **Troy Bradshaw, Charles Ashby, Bart Bradshaw**. The Committee shall serve at the pleasure of the Declarant, its successors and assigns, and a member of the Committee may resign or be removed for any reason or for no reason at all.

At any time, without regard to whether Declarant owns any lots in the Property, Declarant may transfer to the Association the authority and responsibility for designation and removal of members of the Committee. Declarant shall give notice of such election to transfer by filing a *Notice of Transfer* in the office of the County Clerk of Williamson County, Texas, copies of which shall be forwarded to the Owners.

C. SUBMISSION & APPROVAL OF PLANS. Every Owner of lot who intends to build improvements on subject shall deliver a complete set of construction plans, completed Architectural Control Committee application including application fee and a checklist with all specification items on the checklist delivered to the Committee at P.O. Box 466, Jarrell, TX 76537, or such other address as may be designated by the Committee, along with the Architectural Control Committee application fee not less than fourteen (14) days prior to the date construction on the lot is to be commenced. No structure or improvement (including but not limited to, buildings, fences, walls, landscaping, pools, driveways, or site clearing) shall commence or be placed or altered on any lot until the Plans receive preliminary approval in writing by a majority of the members of the Committee. The Plans shall include all architectural and engineering plans, plus: information on exterior materials, colors, and elevation (including roof type and color); a drainage plan; site plan showing the location of every proposed structure of improvement; a landscaping plan; a driveway construction plan; and any other information or documents which may be required by the Committee. If erecting an outdoor building, all exterior materials shall match the existing home in color and quality. Each site plan shall be accompanied by a written certification by a registered professional engineer so the effect that the site plan conforms to requirements of this Declaration and of the recorded subdivision plat. In regard to construction which does not involve the construction or substantial remodeling or rebuilding of a residence, the Committee may, in its sole discretion, accept submission of fewer than all of the foregoing materials. The Committee may postpone its review of the Plans pending receipt of any information or materials which the Committee, in its sole discretion, may require. Copies of the Plans may be retained by the Committee until the subdivision is built out in its entirety. The Committee may refuse to approve the Plans on any grounds which, in the sole and absolute discretion of the Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. In reviewing the Plans, the Committee shall be guided by, but not limited by, the checklist set forth in Article I of this Declaration. Initial approval will be preliminary and final approval shall be granted upon inspection and approval of the completed home, landscaping, fences and sidewalks, by the ACC.

It is specifically understood and provided that approval by the Committee of any Plans, or components thereof, shall not constitute a certification or assurance of compliance with this Declaration, the subdivision Plat, or applicable law. The full burden of responsibility for compliance with all such requirements shall at all times be and remain upon the Owner.

D. ADOPTION OF RULES & REGULATIONS. The Committee shall have the authority to adopt, and to amend from time to time, such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or appropriate for the performance of its duties hereunder.

E. ACTION OF THE COMMITTEE. The vote of the majority of all of the members of the Committee shall constitute an act of the Committee. The Committee may, by resolution, unanimously adopted in writing, designate one or two of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the Committee, except the granting of variances.

F. FAILURE TO ACT. In the event that Plans are submitted to the Committee as provided above, and the Committee shall fail either to approve or reject the Plans within thirty (30) days following the submission of all Plans required by the Committee, no approval by the Committee shall be required, and approval of the Plans shall be presumed; provided, however, that such 14-day period shall not begin to run until all information required by the Committee to assist the Committee in its review has been received. Any failure of the Committee to act upon a request for a variance, however, shall not be deemed a consent to the variance, and the Committee's written approval of all requests for variances shall be required.

G. VARIANCES. The Committee may grant a variance from compliance with any of the provisions of this Declaration or any supplemental declaration, when, in the opinion of the Committee, in its sole and absolute discretion, the variance will not be adverse to the overall development plan for the Property, and the variance is justified due to visual or aesthetic consideration or unusual circumstances. All variances must be evidenced in

writing and must be signed by at least one of the members of the Committee. The granting of a variance shall not operate to waive or amend any of the terms and provisions of this Declaration or any supplemental declaration for any purpose except as to the particular property and in the particular instance covered by the variance. A variance shall not be considered to establish a precedent for any future waiver, variance modification, or amendment of the terms and provisions of this Declaration.

H. DURATION OF APPROVAL. The approval or consent of the Committee of any Plans, whether by action or inaction, and any variances granted by the Committee, shall be valid for a period of three (3) months only, unless construction in accordance with the Plans or variance is commenced on a lot within that 3-month period, the Owner shall be required to resubmit the Plans or the request for a variance to the Committee. The Committee shall then have the authority to reevaluate the Plans or request in accordance with this Article and may, in addition, consider any changes in circumstances which may have occurred since the time of the original approval.

I. NO WAIVER FOR FUTURE APPROVALS. The approval of the Committee to any Plans or variance request shall not be deemed a waiver of any right to withhold approval or consent as to any other Plans or variance request, or other matter whatever, nor shall the approval or consent be deemed a precedent for future approvals by the Committee.

J. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, shall be liable to any Owner or to any other person for any loss, damage, or injury arising out of the performance or non-performance of the Committee's rights and duties under this Declaration.

III. USE RESTRICTIONS

A. LAND USE & CLEANING. All lots shall be used for single family residential purposes only, and no building or improvement shall be erected, altered, placed, used, or permitted to remain on any lot except as authorized under this Declaration. Any removal of trees or shrubbery, or other natural plans, must be approved by the Committee prior to any such action. Only (1) residence shall be erected on a lot. No

house may be used as a model home or information center staffed, without prior consent of the Committee.

B. MINIMUM FLOOR AREA, AND EXTERIOR MATTERS.

1. **Square Footage.** Any dwelling of a single-story design shall contain a minimum of 1,750 square feet of air conditioned floor area, exclusive of all porches, garages, decks, patios, breezeways, terraces and balconies. Any dwelling of a two-story design constructed on any lot shall contain a minimum of 1,850 square feet of air conditioned floor area, exclusive of all porches, garages, decks, patios, breezeways, terraces, and balconies.
2. **Stories.** No dwelling shall exceed two (2) stories in height.
3. **Location of two-stories.** Any dwelling of a two-story design shall be constructed on the outermost perimeter of the subdivision; no two-story dwellings are permitted in the interior of the subdivision.
3. **Exterior Materials.** 4 side masonry or Eighty-Five percent (85%) of the exterior of each dwelling including chimney shall be of masonry construction. (In computing this percentage, all gables and window and door openings shall be excluded from the total area of exterior walls.)
4. **Roof.** Roof may be constructed of either (a) minimum 30-year life or greater dimensional shingles (no 3-tab roofs permitted) or (b) concrete or clay tile; or (c) approved metal. If metal is used, the metal surface must have a dull finish upon installation and must meet Committee approval as to all aspects of it, including color, type, and finish.

C. FOUNDATIONS. Not more than three feet (3 ft) of vertical surface of concrete slab of any dwelling shall be exposed to view from any public street or adjacent lot.

D. BUILDING SETBACKS. No building or other structure or improvement (excluding fences, which are discussed below, and landscaping) shall be located on any lot nearer to the property lines than is set forth below.

1. **Front Setback.** (The Street is the "front" of a lot.)

A. All lots must have a minimum of twenty-five feet (25 ft) set back from the front of the lot. Front yard setbacks shall be staggered to allow a range of six feet (6 ft) offset with a minimum variation of two feet (2 ft) increments from house to house. No staggered setbacks are required on cul-de-sac lots or curves.

2. **Rear Setback.** All lots must have a minimum of twenty feet (20 ft) setback from the rear of the lot.
3. **Side Setback.** All lots must have a minimum of seven feet (7 ft) on each side of the lot.
4. **The setbacks described above shall have control over any setbacks drawn on the plat of the Property.** Variations from these requirements may be granted by the Committee on a case-by-case basis. In reviewing a requested variance, the Committee shall consider such factors as the location of buildings on adjoining lots, lot size and shape, drainage, topography, and any other factors which the Committee deems relevant.
5. All corner lots have a minimum fifteen feet (15 ft) set back from side street.

E. GARAGES, DRIVEWAYS, & SIDEWALKS

1. **Garages.** All garages shall comply with all restrictions, covenants, conditions, and limitations on use provided for other improvements in the subdivision. All garages shall be suitable for not less than two (2) automobiles, nor more than four (4) automobiles. All garages shall consist of enclosed structures and no carports shall be permitted on any lot. No garage may be enclosed as living area without first obtaining written approval from the Committee.
2. **Driveways.** All driveways shall be constructed of concrete; no asphalt driveways are allowed. The location of the driveway must be approved by the Committee. All driveways must be built in compliance with the ACC detail driveway construction plans.

3. **Sidewalks.** Sidewalks must be installed along the front of each lot and installed during the construction of the residence. All sidewalks shall be constructed at the back of the curb with no grass between. All sidewalks shall be 3'6" in width and be constructed from side property line to side property line. Any sidewalks on corner lots, must be constructed from property line to the curb.

F. **MAILBOXES.** If postal delivery to each residence is ever approved by the U.S. Postal Service, all mailboxes and their stands must be of a design and construction that is approved by the Committee.

G. **UNFINISHED STRUCTURES.** No house or other structure shall remain unfinished for more than 270 days after the foundation has been commenced. No building materials of any kind shall be placed or stored on a lot until the Owner is ready to commence construction.

H. **PROHIBITED STRUCTURES.** No tent, shack, shed, carport, barn, or other building, or structure of a temporary character, shall be erected or used on any lot at any time, either temporarily or permanently. No structures erected elsewhere (including, but not limited to, existing houses and prefabricated structures) shall be moved onto any lot. No house trailer or mobile home shall be placed on any lot.

I. **VEHICLES, TRAILERS, & BOATS.** No bus, semi-trailer, tractor, machinery, equipment, truck larger than 1-ton pickup, boat, trailer, or recreational vehicle of any type shall be kept, parked, placed, maintained, constructed, or repaired on or in the street, or in the driveway in front of the house on any lot, except for construction and repair vehicles of any type shall be constructed or repaired on the street or on any lot in a location that is visible from any street or neighboring property.

Motor homes, recreational house trailers, horse trailers, campers, boats, boat trailers, trailer of any type, and recreational vehicles of all types which are kept on a lot, shall be kept within a garage and not be visible from neighboring property or from streets or access roads, and shall never be used as a temporary or permanent dwelling. Such vehicles may not be kept, placed, or maintained on any undeveloped lot at any

time. No motorized vehicles of any kind shall be operated in any manner which is dangerous, noisy, or creates a nuisance.

J. PLUMBING, PROPANE & FUEL TANKS, AND WATER SOFTENERS. All residences shall be equipped with approved sanitary plumbing fixtures. Plumbing installation shall meet the requirements of the *National Plumbing Code*, and the City of Jarrell *Building Code*. No butane or fuel tank or other structure or facility for the storage of combustible fuels shall be placed or maintained on any lot unless it is underground (except for small tanks 100 gallons or less). All water purifiers and softeners must be located within the garage or the dwelling, and must not be visible from neighboring lots.

K. SATELLITE DISHES SHALL NOT BE ON FRONT OF THE RESIDENCE. In order to assure uniformity and good service in the Subdivision.

L. DUMPING, RUBBISH, GARBAGE, & STORAGE. No rubbish, trash, junk, ashes, scrap, building materials, inoperative vehicles, or other unsightly storage of personal property is allowed on any portion of any lot. Grass clippings shall be properly disposed of and shall not be dumped in drainage easements or ditches, on empty lots or behind fences. Trash, garbage, and other waste shall be stored in "animal-proof" sanitary containers. All trash cans and other equipment for storage of trash materials shall be kept clean and shall not be visible from the street except on appropriate trash pickup days. Small (less than 10' x 10') compost personal gardening are allowed so long as they are not heaps for visible from the street or neighboring lot and there is no odor.

M. CLOTHESLINES. No clotheslines shall be constructed, placed, erected, or used on any lot in such a way as to be visible from outside that lot.

N. POLES, LIGHTS, FLAGPOLES. No poles, exterior overhead lights, flagpoles, or other similar structures, shall be constructed or maintained upon any lot without prior consent of the Committee. This shall not be construed to prohibit attractive landscaping lighting or security lighting that does not intrude on neighboring lots.

P. SOLAR. All solar panels or other solar collection devices must be constructed or added as an integral part of the architectural design of a dwelling, and their design and installation require the approval of the Committee.

Q. FENCES. All fences are subject to the prior written approval of the Committee, the same as for all other improvement pursuant to SII.B above.

1. All other fences must be six feet in height, 1" x 6' cedar pickets with "dog ear" tops.
2. A city of Jarrell permit is required to build a fence.
3. All cedar fences will be stained with approved color (pecan)

R. WINDOWS. No reflective material may be used on or in windows which face to the front or the side of any lot.

S. LANDSCAPING. All homes must have the entire front yard, rear and side yards sodded and sprinkled. All landscape plans and specifications (including plant type, size, and location) must be approved by the Committee. Each homeowner must plant two (2) native shade trees in the front portion (i.e., in front of the house) of each lot within thirty (30) days of the substantial completion of the residence. Each tree must be at least two inches (2") in diameter and planted at the property depth. All landscaping must be completed no later than 60 days after the house is completed. Trees, other than the two mentioned above, must be at least two-inch (2") caliper; shrubs (other than ground cover) must be at least three-gallon (3 gal.) size. The entire front, rear, and side yard must be on an automatic, underground sprinkler system. The entire front, rear, and side yard must be completely sodded with grass (except for flower or shrubbery beds); grass may be either Bermuda, Buffalo, Zoysia, or other draught resistant grass (no St. Augustine). No columns allowed in front yards. Any lot with utility boxes must be landscaped with (6) six (5) five gallon dwarf Burford Holly shrubs. Xeroscaping is also permitted.

T. SIGNS. No signs of any character shall be allowed on any lot except one professionally done for lot identification purposes; provided, however, that the Declarant shall have the right, during the periods of development, construction, and sales, to

construct and maintain signs as may be reasonably convenient for such construction and sale. In addition, when a lot or home is for sale, one "For Sale" sign may be placed on the lot, but it may not be larger than three feet square (3 ft x 3 ft).

1. **Address Signs.** A recessed address sign of either concrete or metal must be set into the front wall of all houses (no address signs may be placed in the front yard). The sign must have four inch (4") numerals, but no more than six inches (6") in overall height, and have an appropriate overall width so as to accommodate all numerals. The sign must be situated so as to be visible from the street.
2. **No Trespassing Signs.** No trespassing signs may be displayed on front porches of occupied residences, so long as they are displayed in a tasteful and not distracting manner.

U. ANIMALS & LIVESTOCK. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other ordinary household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes, and provided that they are maintained as essentially indoor pets. No more than four (4) dogs, cats, or other household pets (in the aggregate) shall be kept on a lot at any time, and pets must not be allowed to become a nuisance to the neighborhood. If more than four (4) animals, you must apply for a waiver through the HOA. Each case shall be decided on a "case by case" basis.

No animal shall be allowed to run at large within the Property. All animals, when allowed outdoors, shall be kept within an enclosed area, which must be clean, odor-free, sanitary, and reasonably free of waste at all times.

Per the Williamson County Leash Law: "Williamson County and all its cities require dogs to be under their owner's control at all times. This means they must be on a leash or confined to their owner's property. Dogs that run loose are subject to impoundment, and their owners are responsible for impoundment and boarding fees. They also risk a citation and fines of up to \$500."

V. FIREARMS & FIREWORKS. No firearms, fireworks, or other explosives shall be kept or maintained on any lot, other than firearms for the protection of an Owner's family and property, and firearms for sporting or recreational purposes. No explosives, or fireworks of any type, shall be discharged within the Property. No hunting, including hunting with bow and arrow, pellet gun, or sling shot, shall be permitted within the Property, and no firearms of any type shall be discharged within the Property unless necessary in order to protect an Owner's person, family, or property.

W. PROHIBITED ACTIVITIES. No business, professional, commercial, or trade venture or activity shall be conducted on any lot; provided however, that storage areas, model homes, and sales offices may be constructed and maintained by Declarant, its successors and assigns. An office incidental to an Owner's business may be maintained within an Owner's residence so long as activities conducted in connection with the home office do not attract traffic, otherwise become an annoyance or nuisance to the subdivision, and the office is not advertised in any way. No model homes, information centers, or marketing centers will be permitted on any lot unless approved by the Declarant. A model home, information center or marketing center is defined as any home which is either furnished or unfurnished and staffed by a sales representative, builder, host, or employee to generate home sales.

X. ANNOYANCE OR NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which is an annoyance or nuisance to the neighborhood (this includes noise pollution such as barking dogs and loud music). All exterior lighting shall require approval by the Committee as a design feature.

Y. DRILLING & MINING OPERATIONS. No drilling of any type, and no oil development or refining, quarrying or mining operation of any kind, shall be permitted upon or in any lot, nor shall oil wells, oil tanks, tunnels, mining excavations, or shafts be permitted upon the Property. No derrick, windmill, or other structure designed for use in pumping water or boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted upon any lot.

Z. RESUBDIVISION. None of the lots shall be resubdivided. Only one single family dwelling shall be erected on a lot.

AA. BURNING. There shall be no burning on any lot, or any portion of the property by any person, including builders, residents, contractors or other Owners.

BB. PARKING. On street parking in excess of 24 hours for RVs, boats, trailers, owners, or their guest and invitees, is prohibited.

IV. EASEMENTS & DRAINAGE AREA

A. DRAINAGE AREA. Declarant shall maintain designated drainage areas in an attractive appearance. Drainage areas, if any, shall be under the sole control of Declarant. Declarant shall have the sole right, at its absolute discretion, to landscape all areas within drainage areas, including at Declarant's option, the installation of street lighting, plants and ground cover.

- 1. Maintenance of Drainage Areas & Street Lighting.** The Association shall maintain the drainage areas, if any, and street lighting, until and unless the Association transfers responsibility for the maintenance to some other person or entity (such as the Owner's or the City of Jarrell).
- 2. Expenses Involved in Street Lighting & Maintaining Drainage Areas.** All expenses incurred in the improvement, installation of, and maintenance of street lighting, and maintenance of the drainage areas, shall be paid by the Association and the Association shall be authorized to levy a maintenance assessment against each Owner, who occupies the Property as a primary or secondary residence, in the sum of \$120.00 per year. This maintenance assessment shall be payable on January 1 of each calendar year beginning upon the closing date of property.
- 3. Increases.** This maintenance assessment may be increased annually by the Association, acting through its Board of Directors (the "Board"), by the same percentage increase (if any) in the U.S. Consumer Price Index or similar index selected by the Board.

4. **Assessment Lien.** An assessed maintenance assessment shall be the personal debt of the Owner of each Lot and shall be secured by a lien against each Lot as provided in Article V, below.

B. UTILITIES EASEMENT. An easement fifteen feet (15 ft) in width adjacent to the front property line adjoining each street is expressly reserved on all lots for use by public utility companies for the purpose of constructing and maintaining utility conduits, telephone lines, street lighting, electric, electric light poles, towers, and other equipment to supply utility services. Private utility companies (such as cable TV providers) may not use the public utility easements without the prior written consent of the Committee, which may grant or withhold its consent for any reason, or for no reason.

C. MISCELLANEOUS DRAINAGE. No building shall be constructed on a lot until provisions have been made for drainage of significant amounts of surface water to offset, without draining across adjacent property. Drainage shall be into the street or road area, or into natural drainage areas, and such drainage shall be the responsibility of each Owner. No Owner may block any drainage ditch.

V. MAINTENANCE REQUIREMENTS

A. LAND. All plants, shrubs, trees, grass and landscaping on a lot shall be maintained by each lot owner in an attractive, trimmed, and neat condition at all times. The Owner of each lot, by the acceptance of the conveyance of the lot, also assumes the obligation to maintain all portions of the lot situated in an area designated on the recorded plat, in these covenants, or as recorded in the Williamson County Deed or Plat Records as *greenbelt, common, area, park, drainage, recreation*, or similar areas.

B. REPAIRS & ALTERATIONS TO STRUCTURES. Each Owner shall maintain his dwelling and all improvements on his lot in good condition and repainting as necessary. However, any exterior repainting which involves a change in color or any other redecorating, alteration, repair, or improvement which changes the external appearance of a dwelling, shall require approval of the Committee in the same manner as new construction. All work shall be done expeditiously, in a good and workmanlike manner, with minimum inconvenience to other Owners.

C. ACCEPTABILITY OF MAINTENANCE. The Committee shall have final authority to determine the acceptability of the maintenance and appearance of all lots and houses, and to determine the necessity for further maintenance of lots or houses within the Property. No unsightly lots or houses shall be permitted at any time.

D. DEFAULT. In the event an Owner of a lot or dwelling shall fail to maintain his lot or dwelling, or any improvements, in a neat and orderly manner as provided above, which failure is not remedied within thirty (30) days following a written notification by the Board or the Committee to the Owner, the Board and/or the Committee, its agents and representatives, shall have the right (but not the obligation) to enter upon the lot and property and repair, paint, and maintain the lot and the exterior of any and all buildings and other improvements, and the landscaping, all at the expense of the Owner.

E. MAINTENANCE EXPENSE. In the event that Declarant, the Board or the Committee incurs any expense in maintaining all or any portion of a lot or house, the costs shall be charged to and paid by the Owner of that lot or house. If the Owner fails to pay those costs upon demand, the Board and/or the Committee shall have the right to maintain an action in a court of appropriate jurisdiction to recover any sums so expended, together with reasonable attorney's fees and interest at the highest rate allowed by law.

F. APPLICABILITY. These covenants also apply to building contractors who own lots "in inventory", prior to construction of a residence, as well as to homeowners all Owners must keep their lots neat and orderly.

VI. GENERAL PROVISIONS

A. INTEREST. In the event any charge, cost or other expense or monetary duty is not paid when due, then such amount shall bear interest at the highest rate allowed by law from the due date until paid.

B. ENFORCEMENT. The Declarant, the Association, and each Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by this Declaration, or any supplemental declaration. Any failure to enforce these covenants and restrictions shall not be deemed

a waiver of the right to do so thereafter. Any violation of these covenants shall not affect the lien of any mortgage or deed of trust of any secured party. Any person or entity found by a court of appropriate jurisdiction to be in violation of this Declaration shall be liable to the party seeking to enforce this Declaration for all costs, expenses, and reasonable attorney fees incurred in connection with the enforcement.

C. PRIORITY OF LIENS. All duties or burdens imposed upon Owners by this Declaration are deemed to impose a lien and charge upon each lot, including, but not limited to, the “*Assessment Lien*” described in SIV.A.4, and the obligations described in SV above. In the event of default of any of these obligations by an Owner, the Association, its successors and assigns, shall have the rights to foreclose its lien pursuant to §51.002 of the *Texas Property Code*. This lien or charge shall at all times be subordinate to any valid lien securing an indebtedness incurred primarily for purchase money or construction of improvements.

D. SEVERABILITY. Invalidation of any one or more of the provisions of these covenants and restrictions by judgment or court order shall in no way affect the validity of any other provisions shall remain in full force and effect.

E. AMENDMENT & DURATION: Notwithstanding anything to the contrary contained in these covenants, conditions, and restrictions, the Declarant shall have, and hereby reserves, the right at any time, without the joinder or consent of any other party or entity (including the Owners) to amend these restrictions, covenants, and conditions by an instrument in writing duly signed, acknowledged, and filed for record in the office of the County Clerk of Williamson County, Texas, so long as the amendment (in the sole discretion of Declarant) will not be inconsistent with the general, overall plan for the development of the property. Each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this paragraph, and this power is coupled with an interest and is irrevocable. These covenants, conditions, and restrictions shall be effective for a term of thirty years (30 yrs.) from the date this Declaration is recorded; provided, however, that all easements shall be perpetual. After the 30-year period, these covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years (10 yrs.) each, until terminated by written

instruments signed by the Owners or at least two-thirds (2/3) of the lots comprising the Property.

[This Space is Intentionally Left Blank. Signature Page Follows.]

CERTIFICATION & ACKNOWLEDGMENT

IN WITNESS WHEREOF, Declarant has certified and executed this Amended and Restated Declaration as of this the 21 day of March, 2018.

JARRELL TOWN CENTER, LTD.



By: Troy Bradshaw, as representative for the
Declarant of The Homeplace at Jarrell.

STATE OF TEXAS

§

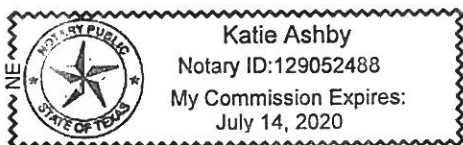
§

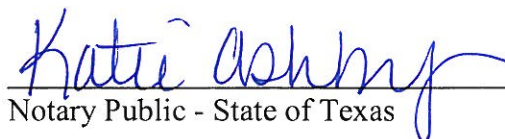
COUNTY OF WILLIAMSON

§

Before me, the undersigned authority, on this day personally appeared Troy Bradshaw, representative of Jarrell Town Center, Ltd., the declarant for the Homeplace at Jarrell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of March, 2018.




Notary Public - State of Texas



Office of the Secretary of State

CERTIFICATE OF FILING OF

The Homeplace At Jarrell Homeowners Association
File Number: 802133145

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/12/2015

Effective: 01/12/2015



NANDITA BERRY

Nandita Berry
Secretary of State