

GF #1005461 SPL
ALAMO TITLE COMPANY

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DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF PARKER §

WHEREAS, Developer is the owner of the real property in Parker County, Texas, described in Article II, Section 1, of this Declaration and desires to create thereof a planned community with open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and to this end desires to subject the real property described in Article II, Section 1, to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants, restrictions and conditions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused or will cause to be incorporated under the laws of the State of Texas, as a non-profit corporation, Muir Hill Estates Homeowners' Association, Inc., for the purpose of exercising the functions aforesaid; and

NOW, THEREFORE, Developer declares that the real property described in Article II, Section 1, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions, easements, charges and liens (sometimes referred to herein as "restrictions, covenants and conditions") hereinafter set forth:

ARTICLE I

Definitions

Section 1. The following words, when used in this Declaration or any supplemental Declaration (unless otherwise indicated) shall have the following meanings:

a. "Association" shall mean and refer to Muir Hill Estates Homeowners' Association, Inc., its successors and assigns.

b. "The Properties" shall mean and refer to the Existing Property, and additions thereto, as are subject to this Declaration or any Supplemental Declaration.

* This instrument is being refiled to add legal description which was inadvertently left off at original filing.

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- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the members of the Association.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties, with the exception of Common Properties as herein defined.
- e. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- f. [Intentionally deleted.]
- g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of The Properties, including Other Owners and purchasers under contract from Developer, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgages unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- h. "Member" shall mean and refer to every person or entity that holds membership in the Association.
- i. "Developer" shall mean and refer to H.P. Homes, Inc., its heirs, successors and assigns.

ARTICLE II
Properties Subject to this Declaration:
Additions Thereto

Section 1. Existing Property - The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Parker County, Texas, and is more particularly described as follows:

See Exhibit A attached hereto and incorporated here for all purposes, all of which property shall hereafter be referred to as "Existing Property."

ARTICLE III
Association, Organization and Management

Section 1. Board of Directors. The Board of Directors of the Association shall consist of not less than three (3) or more than nine (9) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

Section 2. Classes of Members. The Association shall have two classes of voting membership:

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- (a) Class A: Class A members shall be all owners with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot which they own. When more than one person holds record title to a Lot, all such persons shall be members of the Association; however, the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.
- (b) Class B: Class B members shall be the Developer. The Class B member shall have a total number of votes equal to one (1) more than the total number of votes of the Class A members combined; provided, however, at the time that the total number of Lots owned by the Class A members first equals or exceeds four (4) times the total number of Lots owned by the Class B member, the Class B member shall at all times thereafter be entitled to only one (1) vote for every Lot owned by it.

Section 3. Other Membership Provisions. Each Owner of the Lot shall be a member of the Association, and such membership shall continue so long as such person or entity continues to be an Owner. The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as a part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association. Each Owner shall comply with all rules and regulations as established by the Association from time to time.

Section 4. Rights and Powers of Association. The Association shall have the duty to maintain, insure, and pay all taxes and assessments on (or reimburse Developer for same) all common areas on the Land and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

- (a) The power to promote the health, safety, and welfare of the Owners of the Lots.
- (b) The power to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and Bylaws of the Association.
- (c) The power to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and to pay all expenses in connection with such charges or assessments, all office expenses, and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.
- (d) The power to acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell lease, transfer, to dedicate for public use, or otherwise

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to dispose of real personal property in connection with the affairs of the Association.

- (e) The power to borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred.
- (f) The power to keep accounting records with respect to all activities and operations of the Association.
- (g) The power to contract with and employ others for maintenance and repair.
- (h) The power to adopt rules and regulations concerning the operation of the Association.
- (i) The power to appoint a management company to operate the Association.
- (j) The power to have and to exercise any and all powers, rights, and privileges that a corporation organized under the Texas Non-Profit Corporation Act by law may now or at a later time have or exercise.
- (k) The power to act in the capacity of principal, agent, joint venturer, partner, or otherwise.

Section 5. Enforcement of Declaration. The Association, through the Board of Directors, shall have the right to enforce this Declaration, except and to the extent that the right to enforce certain provisions hereof has been granted to the Architectural Control Committee, whether expressly or by implication. If the Board of Directors shall fail or refuse to enforce this Declaration for an unreasonable period of time, after written request to do so, then any aggrieved Owner may enforce this Declaration on his own behalf by appropriate action, whether in law or in equity.

ARTICLE IV Property Rights in Common Properties

Section 1. Members' Easements of Enjoyment. Subject to these terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the Bylaws of the Association, his right and easement of enjoyment to members of his family, his guests, his tenants, or contract purchasers who reside on The Property.

Section 2. Title to Common Properties. Developer may retain the legal title or easements to the Common Properties until such time as it no longer owns any Lots. The Association shall pay or reimburse Developer for taxes, insurance premiums, and maintenance relating to the Common Properties.

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Section 3. Decorative Fencing. In addition to the other common areas defined herein, the Common Properties shall include decorative fencing around a portion of the perimeter of The Properties and a portion of the Common Property. The design and materials of construction and/or repair of the said decorative fence shall be approved by the Architectural Control Committee.

ARTICLE V Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot or Living Unit owned by him within The Properties, hereby covenants, and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments of charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon The Property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Separate annual or special assessments shall be made upon each Lot or Living Unit whether or not there is more than one Living Unit per Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used, exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon or appurtenant to The Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Annual assessments shall begin on the first day of the month following the initial conveyance of any Lot by the Developer, and annual assessment for the Owner of each Lot or Living Unit shall be determined at an annual rate.

The Board of Directors of the Association, may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51 percent (51%) of the

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votes of each Member who has voted in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

Section 5. This Section intentionally deleted.

Section 6. Quorum for any Action under Sections 4 and 5. The Quorum for any action authorized by Sections 4 and 5 shall be as follows:

- a. At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast 51 percent of all the votes of the membership shall constitute a quorum.
- b. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Due Date of Assessments. The annual assessments provided for herein shall become due and payable on the 1st day of January after the commencement day hereinabove set out and the due date of any special assessment under Article V Section 4 hereof shall be fixed in the resolution authorizing such assessment.

The Board of Directors may, at its option, change the annual assessments to semi-annual, quarterly, or monthly assessments and determine the due date thereof.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association 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. A reasonable charge may be made by the Board for the issuance of such certificate and such certificate shall be conclusively evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment: Personal Obligations of Owner; Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on The Property which

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shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against The Property, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of his property.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Properties as defined in Article I, Section 1, hereof.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI Architectural Control

Section 1. The Developer hereby appoints an Architectural Control Committee (herein so called), which shall consist of up to three (3) members, who shall be appointed by the Developer. All matters before the Architectural Control Committee shall be decided by majority vote of its

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members. After the Developer conveys the last Lot owned by the Developer, the Association shall assume all of the rights and powers of the Architectural Control Committee and shall exercise same, through the Board of Directors, in the manner herein provided. In the event of the death, incapacity or resignation of a member of the Architectural Control Committee, the successor for such member shall be appointed by the majority of the remaining members of the Architectural Control Committee if such death, incapacity or resignation occurs on or before the Developer conveys the last Lot owned by the Developer, and by the Association if such death, incapacity or resignation occurs thereafter.

Section 2. All building plans must be submitted to the Architectural Control Committee for approval before construction begins. No building, fences, wall, sign, exterior light, or other structure or other apparatus, either permanent or temporary shall be commenced, erected, placed or maintained upon the Existing Property (or any Lot constituting a part thereof), nor shall any remodeling or reconstruction thereof, exterior addition thereto, change therein, or alteration, excavation, subdivision or re-subdivision thereof, including without limitation changes in or alterations of grade, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location and other material attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee and shall include a plot plan showing the location of the improvements, the plan for drainage and the construction plans giving the dimensions of all improvements and shall specify in addition to construction diagrams and specifications, all materials to be used and color schemes for all improvements. If the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval of the Architectural Control Committee will be deemed to have been given, and this Article will be deemed to have been submitted to it, approval of the Architectural Control Committee will be deemed to have been given, and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have the right, all in the sole discretion of the Architectural Control Committee, to disapprove any plans and specifications submitted to it for any of the following reasons:

- (a) if such plans and specifications are not in accordance with any of the provisions of these covenants or the codes, ordinances and regulations of the Tarrant County, Texas;
- (b) if the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surrounding of the Existing Property or with the adjacent dwellings or structures or with the topography;
- (c) if the plans and specifications submitted are incomplete;
- (d) if the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;

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- (c) if the Architectural Control committee deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Existing Property.

The Architectural Control Committee is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the Architectural Control Committee shall be final, conclusive and binding upon all Owners. Neither the Architectural Control Committee nor Developer shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications to meet local Code and Laws. The signature of any two members of the Architectural Control Committee on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full Architectural Control Committee.

ARTICLE VII Restrictive Covenants

Each of the specifically numbered Lots shown upon any recorded residential subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance for continuity and conformance with the intended master plan of the premises:

- a. No dwelling, accessory structure, alterations to existing structures, fence, or landscaping shall be erected or maintained on any Lot until the plans and specifications for same have been submitted according to the current Application Procedure and approved by the Architectural Control Committee prior to commencement of the same.
- b. No trees shall be removed except by utility easements as required in furnishing of utility services, and no building, fence, wall, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the color, nature, kind, shape, height, materials and location of same shall have been submitted, in writing, to and approved according to the Application procedure, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee.
- c. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.
- d. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the lot, or as otherwise approved by the Architectural Control Committee.

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e. No dwelling or accessory structure shall be erected or maintained nearer than seventy (70) feet from the front property line and twenty-five (25) feet from the side lines of any Lot or as approved otherwise by the Architectural Control Committee.

f. The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be not less than the following: all lots shall contain a minimum floor area of 2,800 square feet in the Living Unit. Developer may allow a variance up to 8% of the minimum.

g. All dwellings shall be constructed of stone, stucco, masonry, brick, or of a glass building material of the kind usually used for outside wall construction, or of such other materials as may be approved by the Architectural Control Committee, to the extent of 100% masonry on the house front and sides, 70% on the back. Any accessory structures (including barns) must be masonry, similar to the house, unless otherwise approved by the Architectural Control Committee.

h. No fence, wall, or hedge shall be placed on any portion of the sites with a greater height than six feet (6'). Homeowner fences should be wrought-iron, vinyl or pipe and cable, or as approved by the Architectural Control Committee. Wood panel or picket fences are only allowed with approval in writing by the Architectural Control Committee. Lots containing trail, access or park easements may only install black wrought-iron fencing as specified by the Architectural Control Committee on those easement lines in the rear side yards of the Lots. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property or at the request of the Architectural Control Committee.

i. All lots shall be used for single-family residential purposes only and no commercial use of any kind shall be permitted. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two and one-half (2-1/2) stories in height (excluding basements), and a private garage as provided below.

j. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.

k. None of the Lots shall be subdivided into smaller Lots.

l. No animals, livestock, or poultry of any kind shall be raised, bred on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

m. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

n. No sign shall be erected or maintained on any Lot except a "for sale" sign which sign shall not

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exceed twelve (12) square feet in size, or a sign owned by the Developer or by the Association.

o. The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the Architectural Control Committee.

p. Roofs shall be composition shingles (25-year guarantee minimum), wood shingles, slate, imitation slate, or roof tiles if compatible in color and texture with the prevailing roofing of homes within The Property. Other roofing materials must be approved in advance by the Architectural Control Committee.

q. No pole mast, antenna, radio, television, satellite dish or other aerial shall be erected or maintained on any Lot except as approved by the Architectural Control Committee.

r. The garage door of any house or residence within The Properties must open to the rear or side of the house or as approved by the Architectural Control Committee.

s. Sporting, recreation, exercise and or play equipment, dog runs or other outdoor items shall be placed in the back yards of the Lots.

t. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the Owner in a neat and orderly fashion. In the event this restriction is not complied with, The Association has the right to cause this maintenance to be done at the expense of the Owner.

u. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

v. No drilling, oil development operations oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained or permitted upon any Lot.

w. No outbuilding, shop trailer or residence of a temporary character shall be permitted (except as otherwise reserved as a right by the Developer). No building material of any kind shall be stored upon the lot until the owner is ready to commence improvement.

x. No boats, trailers, mobile home, camper, boat trailer or similar wheeled vehicle larger than a pickup truck shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Living Unit situated thereon. No house trailer, mobile home, camper, boat trailer, or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, wall or enclosed portion of such Lot and any such fence, wall or other enclosure shall be subject to approval by the Architectural Control Committee.

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y All houses and structures permitted shall be completed within twelve (12) months from date of commencement of construction or unless otherwise extended by the Architectural Control Committee. No structure shall be occupied unless and until the premises are connected in a proper way with its sewage treatment system.

z Specifically exempted from the provisions of this section are activities by the Developer, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by them are completed.

aa No vehicle larger than a pickup truck or any vehicle of any size which transports inflammatory or explosive or hazardous cargo may be kept in The Properties at any time.

bb No mailbox shall be installed without the prior approval of the Architectural Control Committee.

cc All driveways must be constructed of concrete or asphalt with 3 inch minimum thickness. Each driveway must have a storm pipe under it at the borrow ditch and the storm pipe must be capped with mortared brick or stone.

dd The front yard of each Lot on which a residential Living Unit is constructed shall contain an underground water sprinkler system for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition. The sprinkler system shall provide watering coverage to the front yard all the way to the street pavement.

ee Each lot on which a dwelling unit is constructed shall have landscaping in its front yard all the way to the street pavement including, but not limited to, shrubs, flowers, trees, ground cover, and grass, of a sufficient quality, quantity and design to be compatible with the intent of the Developer. Landscaping of a Lot shall be completed within one hundred twenty (120) days after the date on which the Living Unit is ninety percent (90%) complete. The Owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.

ff Each Owner shall mow and maintain the landscaping and vegetation on his/her Lot (including the area between the street pavement and the Lot's property lines) in such a manner as to control weeds, grass and/or other unsightly growth at all times. If after ten (10) days prior written notice and 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 the Association shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot on each respective occasion of such mowing or cleaning, and the costs thereof shall be assessed against the Lot of the offending Owner, who shall be given written notice thereof specifying the amount of assessment and demanding payment within thirty (30) days of said notice. The assessments together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with

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such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred and may be enforced as set forth in Section 9 of Article IV, above. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.

gg. At the time of initial construction of any Living Unit, each residential dwelling shall include provisions for the installation of smoke detectors and such other safety and security devices which, in the opinion of the Architectural Control Committee, are reasonably required for the individual Living Unit.

hh. Each Lot on which a residential Living Unit is constructed shall contain an underground aerobic-type sewage treatment system, which system shall be subject to the approval of the Architectural Control Committee. The Association may contract with an aerobic system maintenance company to provide the maintenance to all such systems.

ii. Each Owner of any Lot or dwelling unit in The Properties, shall maintain his Lot and shall construct and maintain all improvements thereon in accordance with the applicable ordinances and regulations of the Tarrant County, Texas.

jj. A Sanitary Control Plan will be prepared and is to be observed by all property owners and builders in Muir Hill Estates unless a written deviation is submitted and approved by the Architectural Control Committee. The Control Plan establishes the locations of all water wells, sanitary control fields and the available space of on-site waste water systems.

ARTICLE VIII Easements Reserved

a. No shrubbery, fence, building or other permanent structure shall be erected or maintained within areas designated on any recorded plat of The Properties as utility, drainage, access, trail, park, equestrian, or landscaping easements, except as may be approved by the Architectural Control Committee and Tarrant County (if approval from Tarrant County is required by applicable law).

b. Developer reserves for the use and benefit of the Association a perpetual easement as shown on the recorded plat of The Properties and of such other additions as may hereafter be covered and included in this Declaration as Supplemented for the purpose of erecting a fence of reasonable height and composition. The Homeowners Association shall repair and maintain the fence as needed.

ARTICLE IX General Provisions

Section 1. Duration. The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association

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or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five(25) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of fifty-one Percent (51%) of the Lots or Living Units has been recorded, agreeing to eliminate or change said restrictions, covenants and conditions in whole or in part; provided, however, that no such agreement to eliminate or change shall then be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is then sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Reserved Rights of Developer. Notwithstanding any other provision hereof, Developer reserves the right (upon application and request of the owner of any Lot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by Developer) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of Developer such action be necessary to relieve hardship or permit good architectural planning to be affected. Developer also reserves the right to redivide and replat any of The Property shown on the Plat of any Lot or Unit now or hereafter recorded for any Lot or Unit of The Properties at any time in question owned by Developer without any notice or consent of any other Owner.

Section 3. Sales Office. Developer may designate the location of a Sales Office for use in offering Lots for sale, and for all purposes incident thereto. Said use is intended as temporary, and shall cease at such time as seventy-five percent (75%) of the Lots in all have been sold and Living Units constructed thereon, or on December 31, 2001, whichever occurs later.

Section 4. Invalidity and Severability. The invalidation by any Court of any reservation, covenant and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

Section 5. Acceptance of Declaration. The provisions hereof are hereby made a part of each contract and deed in respect of any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

Section 6. Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for The Properties.

Section 7. Other Committees. Developer may appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

Section 8. Assignment. Developer may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

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Section 9. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 10. Enforcement; Attorney's Fees. Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants and conditions, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any controversy, claim, or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and court costs.

Section 11. Amendments. Notwithstanding anything herein above, Developer, at its sole discretion, may amend or change these covenants and restrictions with the consent of at least fifty-one percent (51%) of the outstanding votes of the Association.

Section 12. Rules and Regulations. Developer may adopt certain reasonable rules and regulations, together with sanctions for the violation thereof, to insure maintenance of the character and quality of Muir Hill Estates Homeowners' Association in harmony with the guidelines set forth in these Restrictive Covenants and Conditions. From time to time, the Association may amend or vary such rules and regulations according to the Bylaws of the Association.

Executed this 15th day of February, 2001.

H.P. HOMES, INC.

By [Signature]
SID WHITENER, PRESIDENT

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 15th day of February, 2001 by SID WHITENER, PRESIDENT, on behalf of H.P. HOMES, INC.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

Printed Name: _____



After Recording Return to:
HP Homes Inc.
3327 Winthrop Ave # 245
Fol Wath. TI 76116

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00409315 OR 1913 250

Doc Bk Vol Pg
00414204 OR 1925 1150

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On Feb 21, 2001 at 10:40P

Document Number: 00409315

Amount: 37.00

By
Patricia Nelson

SURE OF TERMS CARRY OF BURDEN
I hereby certify that this instrument was
filed as the date and time stamped herein by me
and was duly recorded in the volume and page
of the same records of: Porter County
as stamped herein by me.

Feb 21, 2001

Jayne Brunson, County Clerk
Porter County

AFT for Recording Return-TO:
HP Hernos, Inc..
3327 Winthrop Ave. # 245
Foul Wash. TI 76116

Doc Bk Vol Pg
00409315 04 1912 250

Doc Bk Vol Pg
00414204 OR 1925 1151

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On Feb 21, 2001 at 10:40 AM

Payment: Bookery 00409315

Amount 37.00

By
Patricia Nelson

STATE OF OREGON COUNTY OF JAMES
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: Porter County
as stamped herein by me.

Feb 21, 2001

Joan Brown, County Clerk
Porter County

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EXHIBIT "A"

Lots 1-24, Muir Hill Estates, Phase I, Parker County, Texas, according to the plat recorded in Cabinet B, Slide 483, Plat Records, Parker County, Texas.

Doc Bk Vol Pg
00414204 OR 1925 1153

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On Apr 26, 2001 at 10:50P

Document Number: 00414204

Record: C.M.

By
Patricia Nelson

STATE OF OREGON COUNTY OF PARKER
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 same records of: Parker County
as stamped herein by me.

Apr 26, 2001

Jane Irwinson, County Clerk
Parker County

9/10/01