

**THE DEER RUN ADDITION,
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

Recitals

A. JCK Real Estate, LLC., a Texas limited liability corporation executed on (LEGAL) , that certain document titled “The Deer Run Addition Declaration of Covenants, Conditions, and Restrictions” which was filed of record at Clerk’s file no. (LEGAL) of the Official Public Records of Carson County, Texas, pertaining to all of the property described therein (herein after referred to as the “Covenants”).

B. JCK Real Estate, LLC., a Texas limited liability corporation, is the owner of all the Property described in Section 1.17.

C. Declarant intends for the property to be developed as a single-family residential subdivision. Declarant declares that the Property is to be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in the Declaration which:

- (1) are for the purpose of establishing a general scheme for the development of the Property and for the purpose of enhancing and protecting the value, attractiveness, and desirability of Lots within the Property.
- (2) run with title to the Property and are binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof; and,
- (3) inure to the benefit of each Owner of the Property.

D. Each lot is subject to the Master Declaration Described in Article 1.

E. **IMPORTANT NOTICE: PURSUANT TO THE MASTER DECLARATION, UPON PURCHASING A LOT EACH OWNER BECOMES A MEMBER OF THE ASSOCIATION AND BECOMES OBLIGATED TO PAY TO THE ASSOCIATION ASSESSMENT (IN ADDITION TO THOSE REQUIRED UNDER THIS DECLARATION) AND WHICH MAY NOT BE AVOIDED BY AN OWNER. EACH OWNER’S ATTENTION IS DIRECTED TO THE MASTER DECLARATION FOR THE SPECIFIC**

TERMS APPLICABLE TO AN OWNER PURSUANT TO THE MASTER DECLARATION. WHEN THE TERMS OF THE MASTER DECLARATION CONFLICT WITH THE TERMS OF THIS DECLARATION, THE TERMS OF THIS DECLARATION WILL CONTROL.

F. LIEN DISCLOSURE: EACH LOT IS SUBJECT TO ASSESSMENT LIENS DESCRIBED IN ARTICLE 3 OF THE MASTER DECLARATION.

G. NOTICE OF STATUTE: EACH OWNER OF A LOT IS ADVISED THAT SECTION 202.004 OF THE TEXAS PROPERTY CODE AUTHORIZES COURTS TO ASSESS CIVIL DAMAGES FOR THE VIOLATION OF RESTRICTIVE COVENANTS IN AN AMOUNT NOT TO EXCEED \$200.00 FOR EACH DAY OF THE VIOLATION.

Declaration

Now, therefore, Declarant adopts the above Recitals and adopts, establishes, and imposes the following covenants, conditions, liens, and restrictions upon the Property and declares that the Property will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to such covenants, conditions, liens, and restrictions.

Article 1

Definitions

Unless the context otherwise indicates or requires, the following words or phrases when used in this Declaration have the following meanings:

- 1.0 **“Approved Trees”** has the meaning set forth in Section 5.1.
- 1.1 **“Architectural Control Committee”** will be three home owners appointed by the developer until 50% of the lots are sold. When 50% of the lots are sold, the committee’s name will change to the Deer Run Home Owners Association. At which time one member will be replaced or reseated by vote of the home owners association each year. If a member resigns or has to leave before his term is complete the remaining two members can appoint another home owner to serve out the term for that position.
- 1.2 **“Building Plan”** has the meaning set forth in Section 4.0.
- 1.3 **“City”** means the City of White Deer, Texas.
- 1.4 **“Open”**
- 1.5 **“Declarant”** means JCK Real Estate LLC.
- 1.6 **“Declaration”** means this document entitled “The Deer Run Addition Declaration of Covenants, Conditions, and Restrictions”.
- 1.7 **“Deer Run”** means tracts of land described in the Master Declaration.
- 1.8 **“Dues”** means Homeowner Association fees paid in advance, monthly, so that the governing members can pay for expenses occurred by the association such as lawn maintenance, common area irrigation, bookkeeping, insurance and maintenance not covered by the city business fees. These dues will be adjusted after each 10 lots are sold or every 6

months with the intent of keeping a near zero balance and to keep the fees as low as possible to all home owners.

1.9 “**Intersecting Fence**” has the meaning set forth in Section 3.19.

1.10 “**Landscape Requirements**” has the meaning set forth in Section 5.0

1.11 “**Lienholder**” has the meaning set forth in Section 7.14.

1.12 “**Lot**” means each Lot (*each a “**Lot**” and collectively “**Lots**”*) shown on the Plat as amended from time to time, including improvements located on the Lots, except for the Alleys and Streets.

1.13 “**Master Association**” means The Master Association Deer Run Addition.

1.14 “**Master Declaration**” means (*Legal*)(*Recorded Description*)

1.15 “**Owner**” means the record Owner of the simple title to a Lot on which there is or will be built a Residence but not including those having an interest merely as security for the performance of an obligation.

1.16 “**Plat**” means the plat recorded under Document No. (*Legal*)

1.17 “**Property**” means the following described property:

All of The

(*Legal*)

(*Insert address when obtained.*)

Including other tracts of land within the District that Declarant may acquire in the future and subject to the Declaration. Declarant or any other developer of land included in the District may, in its sole discretion and without the joinder of any other person, subject land included in the District to any portion of this Declaration by recording a document imposing upon such land any of the provisions of this Declaration. The document must describe the land to be subjected to this Declaration and must be recorded in the Official Public Records of Carson County, Texas.

1.18 “**Residence**” means one detached single-family residence.

1.19 “**Streets**” mean any land located in an easement or a right-of-way dedicated for motor vehicle use.

1.20 (*Legal*)

Article 2

Restrictions on Use of Lots

2.0 Lot Classification.

- (a) All lots are equal to one vote in all HOA related events.
- (b) All assessments will be made on a square foot per lot basis.

2.1 Residential Use. All Lots are to be used for single-family residential purposes only; however, Declarant may authorize Lots to be used by builders temporarily for model homes. Subject to the provisions of Section 2.4, no building may be erected, altered, placed, or permitted to remain on any Lot other than one Residence per Lot and other buildings approved by the Architectural Control Committee.

2.2 Single-Family Use. No Residence may be occupied except by one family consisting of persons related by blood, adoption, or marriage, or by no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants who are being paid a reasonable salary for their services.

2.3 Restrictions on Resubdivision. No Lot may be subdivided into a lesser depth than that shown on the Plat except by City condemnation for extra width of Streets. None of the Lots may be subdivided without Declarant's consent.

2.4 Composite Building Site. Any Owner of one or more adjoining Lots may, with the prior approval of Declarant, consolidate such Lots into a single building site. Owners of three adjoining Lots may, with the prior approval of Declarant, consolidate such Lots into two separate building sites. The side Lot setback for such building site will be measured from the exterior of the combined Lots. The combined building sites will remain separate Lots for voting purposes.

2.5 Temporary Structures. No temporary dwelling, shop, trailer, mobile home, manufactured home, modular home, or structure of any kind of a temporary character will be permitted on any Lot except: (i) children's playhouses and dog houses which may be placed on a Lot only in places which are not visible from any Street unless otherwise approved by the Architectural Control Committee; (ii) buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any Street unless otherwise approved by the Architectural Control Committee; and (iii) a builder or contractor may have a temporary construction trailer on a Lot during construction of the Residence on that Lot.

2.6 Greenhouses and Gazebos. As required in Section 4.0, no greenhouse or gazebo may be placed or constructed on a Lot without the prior approval of the Architectural Control Committee.

2.7 New Construction. No prefabricated structure or any type of building may be moved onto a Lot. All structures on a Lot must be constructed on the building site, unless approved by the Architectural Control Committee, except items covered in article 2.5.

2.8 Use of Garages. Except for temporary usage as part of the sales facilities contained in any model homes constructed by a homebuilder, no garage may be converted to living space or used in any manner to preclude the parking of two automobiles therein unless there remains garages available for parking at least two automobiles.

2.9 Vehicles. No automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, tractor, or similar vehicle or equipment may be parked for storage in the driveway, front yard or along the street of any Residence on the Property, nor may any such vehicle or equipment be parked for storage in the side or rear yard of any Residence unless completely concealed from public view by fence. No such vehicle or equipment may be used as a Residence or office temporarily or permanently. This restriction does not apply to any vehicle, machinery, or equipment temporarily parked and used for the construction, maintenance, or repair of a Residence in the immediate vicinity. Only passenger automobiles, passenger vans, and pickup trucks that are in operating condition, have current license plates and inspection stickers, and are in regular use as motor vehicles on the Streets and highways of the State of Texas may be temporarily parked on the Street or in the driveway where visible from the Street.

2.10 Hazardous Materials. No vehicles of any size which transport flammable, explosive, or hazardous cargo may be kept on the Property at any time.

2.11 Prohibited Animals. No animals, livestock, or poultry of any kind may be raised, bred, or kept on the Property except dogs, cats, and other household pets to provide companionship for the private family. Animals are not to be raised, bred, or kept for commercial purposes or for food. No person can keep cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, geese, chickens, turkeys, ostriches, emus, skunks, or any other similar animal or fowl on a Lot. No pet may be kept on a Lot that interferes with the quietude, health, or safety of the community.

2.12 Outdoor Pets. No more than two outdoor pets will be permitted on each Lot. Pets must be restrained or confined on the back of the Lot inside a fenced area or within the Residence. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All

pets must be properly tagged for identification and vaccinated against rabies. Dog owners must keep the dogs from barking so as not to disturb other Lot Owners. Owners must cleanup and remove all pet debris when Owners are walking and exercising their dogs.

2.13 Uncontrolled Animals. If an Owner violates the provisions of Section 2.11 or 2.12--and specifically fails to control barking dogs--Declarant, the Master Association, the Owner of any Lot included in the District, or any other Owner may recover from the violating Owner reasonable attorney's fees and court costs incurred in enforcing the provisions of Sections 2.11 and 2.12. All such costs will be an assessment as a "Special Owner Assessment" pursuant to Section 3.4 of the Master Declaration without the requirement of a Majority Vote of the Members. The Owner incurring such expense shall give notice of the expense to the Board of Directors of the Master Association who shall then issue a Special Owner Assessment against the violating owner pursuant to Section 3.4 of the Master Declaration. The person incurring such attorney's fees and court costs may enforce the provisions of this section as provided (i) in Section 3.12 of the Master Declaration, or (ii) in Section 6.8 hereof, or (iii) by applicable law.

2.14 Junk/Trash. No portion of the Property may be used as a dumping ground for junk, dead tree limbs, rubbish, or as a site for the accumulation of unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative vehicles, and discarded appliances and furniture. Trash, garbage, and other waste may not be kept on any Lot except in the City's approved containers. If trash, garbage, waste or debris will not fit into the City approved containers, it must be completely removed from the Property and not stored on any portion of the Property.

2.15 Antennas. Except with the written permission of Declarant, no antennas, discs, satellite dish, or other equipment for receiving or sending sound or video messages will be permitted on the Property which are visible from the Streets.

2.16 Prohibited Activities. No Lot or improvement may be used for retail or manufacturing purposes of any kind except for personal use, and only then after a permit is issued by the ACC or HOA. No noxious or offensive activity may be undertaken on the Property, and nothing may be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this Section 2.16 prohibits and Owner's use of a Residence for quiet, inoffensive activities such as home office, tutoring, or giving music or art lessons so long as such activities do not materially increase the number of cars parked on the Lot or Street or interfere with other Owner's use of Streets and the enjoyment of the Residences and yards.

2.17 Easement Protection. Within easements on each Lot, no structures, planting, or materials may be placed or permitted to remain which may: (i) damage or interfere with the

installation and maintenance of utilities, (ii) change the direction of flow within drainage channels, or (iii) obstruct or retard the flow of water through drainage channels.

2.18 Signs. No sign of any kind may be displayed to the public view on any Lot except (i) one sign of not more than six square feet advertising the Residence for rent or sale, (ii) signs used by a builder during construction and sales periods, (iii) signs used by Declarant to advertise the Property during the development, and (iv) political signs no more than 30 days before a national, state, or local election day which must be removed within two days after such election. The Architectural Control Committee or its agents have the right to remove any sign, billboard, or other advertising structure that does not comply with this Section 2.18 and in so doing, will not be subject to any liability in connection with such removal.

2.19 Clothes Drying/Yard Equipment. The drying of clothes in public view is prohibited. An enclosure must be constructed as required by the Architectural Control Committee to screen from public view equipment used for drying clothes, yard maintenance and equipment, and storage of other materials.

2.20 No Fires. Except within fireplaces in the Residence approved fire pits or other structure approved by the Architectural Control Committee and except for outdoor cooking, no burning of anything is permitted anywhere on the Property.

2.21 No Playground Equipment on the Common Areas. No trampolines, jungle gyms, swing sets, or any other type of playground equipment may be placed in the commons areas unless it is owned and maintained by the District or the Master Association, or if permitted by the Architectural Control Committee or the Home Owners Association for temporary use for community celebration.

2.22 No Vehicles in the Common Areas. No golf carts, go-peds, go-carts, motorcycles, or other motorized vehicles of any type are permitted on the commons areas or on walking trails and sidewalks in the Division except wheelchairs, carts, and scooters being used by the physically impaired and landscape equipment being used to maintain the Addition.

2.23 Parties in the Commons Areas. Disruptive parties and disruptive congregations of people in the Commons Areas after dark are prohibited.

Article 3

Construction Procedures

3.0 **Front Elevation of Residence.** All Residences must be constructed to front on the Street on which the Lot fronts unless the Lot fronts on two Streets in which case, the Residence must Front, as the Architectural Control Committee may approve, on either of the two Streets or partially on both.

3.1 **Height of Residence.** No Resident may be more than 30 feet in height without approval by the Architectural Control Committee. Minimal height of the top of the concrete slab is 18” higher than the top of the curb on that lot.

3.2 **Garage Required.** Each Residence must have a minimum of a two car attached garage which must conform in design and materials with the main structure of the Residence. All garages must be only rear entry from the alley. All lots that are bordered on two sides by alleys will have the option of facing their garage on either alley as long as the set back requirements in Article 3.14 are met. All garages must meet the set back requirements in Article 3.14.

3.3 **Driveways.** All driveways must be surfaced with concrete or a similar substance approved by the Architectural Control Committee.

3.4 **New Materials.** All building materials must be new; however, used brick is acceptable.

3.5 **Building Materials.** No building material of any kind or character may be placed or stored upon a Lot until the commencement of construction of improvements. During construction material must be placed only within the property lines of the Lot upon which the improvements are to be erected, unless permission of the Lot owner is given. Construction and use of material must progress without undue delay.

3.6 **Completion of Residence.** All Residences and other structures must be completed within eight months from the date construction is commenced unless extended by the Architectural Control Committee.

3.7 **HVAC Systems.** All heating, ventilation, and air conditioning systems (**“HVAC”**) on the ground must be screened with the same material used on the exterior walls of the Residence so the HVAC systems are not visible from the Streets. The screen must be approved by the Architectural Control Committee. HVAC systems may not be installed on the roof of a Residence where they are visible from any Street unless approved by the Architectural Control

Committee. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a Residence or at any other location where it is visible from any street.

3.8 Underground Utilities. All utilities must be installed underground.

3.9 Minimum Floor Area. The total air conditioned living area of the Residence, as measured to the outside of exterior walls but exclusive of open porches, garages, patios, basements and detached buildings, must be at least:

- | | | |
|-----|------------------------------------|--|
| (a) | 1400 square feet for single story: | Zero Lot Homes
Block 2, Lots 1, 2, 3, 4
Block 3, Lots 1, 2, 3, 4 |
| (b) | 1,800 square feet | All Other Lots |

3.10 Exterior Walls. Unless otherwise approved by the Architectural Control Committee, the exterior walls of each building constructed on a Lot, including but not limited to chimney flues, must be at least 75% brick, brick veneer, stone, stone veneer, or stucco. Other masonry material, synthetic stucco, or other siding may only be used if approved by the Architectural Control Committee.

3.11 Zero Lot Lines. The side yard setbacks for Residences on Block 2, Lots 1, 2, 3 4 and Block 3 Lots 1, 2, 3, 4 are as follows:

- (a) A Residence must be built on Lot lines in the two areas listed in 3.11.
- (b) On each Zero Lot line with the 5-foot easement on the side Lot line as shown on the Plat, the side yard setback is a minimum of 6 feet including the 5-foot easement **(the “6-Foot Setback”)**.
- (c) The 6-Foot Setback must be perpetually maintained free and clear from any obstructions other than an 18-inch eave overhang encroachment, normal landscaping, and approved fences and walls crossing the setback at right angles, but the approved fences or walls must be equipped with a gate.
- (d) Except as provided in Section 3.12, the wall located on the Zero Lot Line must be a solid wall out of materials required in Section 3.10.
- (e) No portion of a residence (*other than overhanging eaves, rain gutters, and downspouts*) may project over the 6-Foot Setback.

3.12 Zero Lot Line Windows. All windows in the walls constructed on a Zero Lot line must be permanently opaque or must be of such material that cannot be seen through from either side at any height and must not be able to open.

3.13 *(Open)*

3.14 Setback Restrictions. No Residence constructed on a Deer Run Addition Lot may be located nearer to the front Lot line than 20 feet. The minimum side yard setback for all Lots, other than lots listed in 3.11, is 5 feet. On corner Lots, no building may be erected on the side Lot line nearer to the Street than 10 feet. All rear setbacks for garages are 20 feet. Out buildings can be closer than the rear set back if inside the rear fence which may be on the property line and along the drive to the corner of the garage.

3.15 Regular Roofs. No roof on any Residence constructed on Lots 1 through 30, Block 1, may have less than a 5 in 12 roof slope from side-to-side nor less than a 5 in 12 roof slope from front-to-back. The Architectural Control Committee has the right to approve the color of all roofing materials. Unless otherwise approved by the Architectural Control Committee, all roofs must be either:

- (a) cedar shingles;
- (b) cedar shake shingles;
- (c) laminated shingles with at least a 30-year warranty by the manufacturer;
- (d) cement, clay, or plastic tiles; or steel tiles;
- (e) metal roofing material with full trim, gutters and downspouts, but galvanized corrugated roofing or trim is not acceptable.

3.16 Outbuildings. Any outbuilding to be constructed on a Lot must be in compliance with Article 4.

3.17 Irrigation System. Before a Residence may be occupied or used, the Owner must install an automatic irrigation system so the landscaped areas of each Lot may be adequately irrigated. Landscaped areas, unless directed or required by a Governing body must be irrigated at a rate to keep the area, (Plants, Trees, Grass), alive and in good condition.

3.18 Fences. The design of all fences and the materials for all fences must be approved by the Architectural Control Committee. On Lots 1 through 4, Block 2 and Lots 1 through 4, Block 3, no fence or wall be permitted to extend nearer to a Street abutting the front Lot line, than the front of the Residence. All fences should be built on property lines to the specifications covered in Article 3.18, 3.19, 3.20. Fences or walls erected by Declarant or other

builders will become the property of Owner of the Lot on which the same are erected, and if no other party maintains the fences or walls, they must be maintained and repaired by the Lot Owner. No portion of any fence may be higher than *eight* feet unless approved by the Architectural Control Committee. There cannot be any chained link fence which is visible from a Street or Alley located on any Lot. All wooden fences must be repaired and replaced as needed so that there are no broken posts or boards or leaning fences.

Notwithstanding anything contained herein to the contrary, all adjoining front fences between Residences constructed on Deer Run Association must be constructed out of a material and approved by the Architectural Control Committee and must have an access gate.

3.19 Intersecting Fence. If any fence facing the front of a Lot intersects **(the "Intersecting Fence")** with another fence, the Intersecting Fence built last, if higher or lower, must be decreased or increased appropriately in height at a steady rate over the last 10 feet in length before it intersects with the other fence. No two-fence segments of different heights may meet without the 10-foot transition area required in this section.

3.20 Back Fence. Each Residence constructed on Deer Run Lots must have a 6 foot fence on the back of the lot constructed out of material approved by the Architectural Control Committee.

3.21 Address Numbers. The address designation for each residence must be placed in the brick on the front of the Residence and must include the first word of the street name and the street number.

3.22 Sidewalks. Owners of all Residences built on Deer Run Lots must install a 4-foot sidewalk from the front of the Residence to the front curb or existing sidewalk.

3.23 Portable Sanitary Systems. During construction on any Lot, each builder must provide a portable sanitary system for use by contractors, subcontractors and their employees until the construction is completed.

3.24 Construction Debris. During construction on a Lot, the builder must put all construction trash and builders debris, which is susceptible to being blown from the construction site in a container approved by the Architectural Control Committee. The container must be emptied periodically so there is always room for the trash. Builders must prevent construction trash from blowing out of the container and off of the construction site. Trash is to be picked up and in containers or hauled off at the end of each work day.

Article 4

Architectural Control

4.0 Authority. No Residence, building, greenhouse, gazebo, fence, wall, driveway, or other structure may be commenced, erected, placed, maintained, altered, reroofed, or replaced, or the exterior stained, painted, or repainted until all colors, plans and specifications, and a plot plan (**collectively the “Building Plan”**) have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee may refuse to approve a Building Plan which may, in the reasonable opinion of the Architectural Control Committee, adversely affect the living enjoyment of Owners or the general value of Lots. In considering the harmony of external design between existing structures and the Building Plan. Declarant will consider only the general appearance of the proposed building as can be determined from exterior elevations on submitted plans.

4.1 Plan Submittal. A complete copy of the Building Plan must be submitted in duplicate to the Architectural Control Committee or its designee either by (i) certified mail, return receipt requested or (ii) personal delivery to the Architectural Control Committee. The Building Plan must be submitted at least 15 days before commencement of any dirt work or foundation construction. The Building Plan must—if at all possible—show the nature, kind, shape, height, materials, exterior color scheme, and location of all improvements, including but not limited to elevations and floor plans on each structure to be built, square footage, roof pitch, and percentage of brick or other material to be used as exterior siding. The Building Plan must specify building location on the Lot. Samples of proposed construction materials must be delivered promptly to the Architectural Control Committee upon request.

4.2 Standards. The Architectural Control Committee will use its best efforts to promote and ensure a high level of architectural design, quality, harmony, taste, and conformity throughout the Property consistent with this Declaration. The Architectural Control Committee will have sole discretion with respect to taste, design, exterior color, and all standards specified herein. One objective of the Architectural Control Committee is to prevent the building of unusual, radical, curious, odd, bizarre, peculiar, or irregular structures on the Property. The Architectural Control Committee, from time to time, may publish and promulgate bulletins regarding architectural standards which will be fair, reasonable, and uniformly applied and will carry forward the spirit and intention of this Declaration.

4.3 Rules and Regulations. The Architectural Control Committee may promulgate and enforce reasonable rules and regulations to carry out its architectural control duties or conducts its proceedings, including the formulation of guidelines to govern construction and

maintenance of improvements and for the establishment and collection of a reasonable fee for performance of its architectural control duties and functions. The Architectural Control Committee may, in its sole discretion, change the guidelines in any manner to supplement, amend, delete, modify, or abandon the guidelines as it deems reasonable.

4.4 Arbitration. An Owner aggrieved by a decision of the Architectural Control Committee regarding the Owner's Lot will have the right to submit the Architectural Control Committee's decision to arbitration. To do so, within 15 days following the date of the Architectural Control Committee's decision, the Owner must give the Architectural Control Committee written notification of the Owner's intentions to submit the decision to arbitration; otherwise, the right to arbitration is waived. Within 10 days of the notice to the Architectural Control Committee, the Owner must appoint an architect, the Architectural Control Committee must appoint an architect, and the two appointed architects must, within 10 days of the appointment, select a third architect. The three architects must (i) have been licensed as an architect under the laws of the State of Texas for more than 10 years, (ii) have practiced architectural drafting of residential house plans for at least three years, and (iii) not have prepared the Building Plan. The architects will serve as an arbitration board to review the decision of the Architectural Control Committee. The decision of two of the arbitration board will be final and binding upon the Owner and the Architectural Committee. The prevailing party must pay the fee of the architect appointed by that party and the losing party must pay the fees of the other two architects.

4.5 Deviation. The Architectural Control Committee may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of this Declaration or its rules and regulations relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the Architectural Control Committee's sole judgment, such modifications and deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and its improvements as a whole. The Architectural Control Committee may require the submission to it of such documents and items as it deems appropriate in connection with its consideration of a request for a variance. The Architectural Control Committee may require an Owner to pay the Master Association a fee in an amount solely determined by the Architectural Control Committee for granting a request for a variance.

4.6 Liability of the Architectural Control Committee. The members of the Architectural Control Committee and the partners, officers, directors, agents, employees, shareholders, and attorneys of any member of the Architectural Control Committee have no liability for decisions made by the Architectural Control Committee so long as such decisions are

made in good faith and are not arbitrary or capricious. Any errors in or omissions from the Building Plan will be the responsibility of the Owner of the Lot. The Architectural Control Committee has no obligation to check for errors in or omissions from the Building Plan or to check the Building Plan for compliance with the general provisions of this Declaration, State or Federal statutes or the common law, setback for Lot lines, building lines, easements, or any other matters.

Article 5

Landscaping

5.0 **Landscape Requirements.** Unless otherwise approved by the Architectural Control Committee or the Master Association, each Owner must comply with the landscape requirements set forth in the Article 5 (**Landscaping**).

5.1 **Trees.** For the purposes of this Article 5, the approved trees (**the “Approved Trees”** are:

- (a) Cedar Elm (*Ulmus crassifolia*);
- (b) Red Oak (*Quercus texana or shumardi*);
- (c) Lace Bark Elm (*Ulmus parvifolia*);
- (d) Burr Oak (*quercus macrocarp*);
- (e) Green Glory or Shademaster Locust (*Gleditsia triacanthos inermis* {sterile only});
- (f) Chinese Pistache;
- (g) Austrian Pine; and
- (h) Additional as approved by the HOA.

5.2 **Tree Measurements.** The Approved Trees must be only single trunk or multi trunk of at least 3-inch as measured at a point six inches above the root ball or Evergreens six feet tall measured from the top of the root ball to the tip of the tallest branch or leaf. All trees must comply with criteria as set forth in the latest edition of the American Standards for Nursery Stock as published by the American Association of Nurserymen. No tree shall be planted closer than ten feet from any structure, or three feet from property lines.

5.3 Tree Quantity. The Owner of each Lot must plant a minimum of 3 trees in the front yard. The Approved Trees must be placed on each Lot to comply with line of site requirements of the City.

5.4 Landscaping. Except for sidewalks and driveways, the front yard of all Lots must be covered with shrubbery, live ground cover or sod as required by the Architectural Control Committee.

5.5 Completion of Landscaping. Landscape Requirements must be completed within 60 days after the first to occur of the following: (i) substantial completion of the Residence, (ii) issuance of the final certificate of occupancy by the City, or (iii) occupancy of the Residence. An Owner will have no right to change the location of Approved Trees along the Streets as originally designated by the Architectural Control Committee.

5.6 Maintenance of Landscaping. Each Owner must comply with the Landscape Requirements at the Owner's own cost and expense. The Owner's maintenance obligation will include, but will not be limited to responsibility for:

- (a) replacing dead or damaged trees with live Approved Trees along Streets in the same locations as originally designated by Declarant;
- (b) watering and fertilizing all landscaping;
- (c) pruning trees;
- (d) mowing grass;
- (e) edging grass along sidewalks along the Lot line;
- (f) insect control for all landscaping;
- (g) maintaining the yards in a sanitary and attractive manner; and
- (h) maintaining the irrigation system in good operating condition.

Grass, weeds, and vegetation on each Lot must be kept mowed at regular intervals to maintain the Lot in a neat and attractive manner. The Owners of all Lots with completed homes must not permit weeds or grass to grow more than six inches high. Upon failure of any Owner to maintain any Lot or replant trees as required, the Master Association, Declarant, or its assigns may, at its option, replant trees and have the grass, weeds, and vegetation cut as often as necessary in its judgment, and the Owner of the affected Lot will be obligated, when presented with an itemized statement, to reimburse the Master Association or Declarant for the cost of the work. This provision may be enforced as a Special Owner

Assessment as provided in Section 4.3 of the Master Declaration without the necessity of a vote by the Members.

Article 6

Easements

6.1 **Utility Easements.** Declarant, the Master Association, and providers of utility services have and are granted easements for installation, maintenance, repair, removal, and operation of utilities and drainage facilities on, under, and across the easements and for the removal of any obstruction that may be placed in an easement that would constitute interference with the use of the easement or with the use, maintenance, operation, or installation of the utility. Neither the City, utility companies, Declarant, nor the Master Association has any obligation to repair any improvements or landscaping installed in any easement.

6.2 **Other Easements.** Declarant and the Master Association have an easement as reasonably necessary for ingress and egress at all times over and upon the Property to carry out all of their rights, functions, duties, and obligations set out in the Declaration. Any entry by Declarant or the Master Association upon a Lot must be made with as little inconvenience to the affected Owner as practical. Each Owner of a Lot must mow weeds and grass and keep and maintain in a neat and clean condition any easement which may traverse any portion of the Lot/Lots.

6.3 **Side Yard Easements.** The 5-foot easements shown on the Plat for Block 2, Lots 1, 2, 3, 4 and Block 3, Lots 1, 2, 3, 4 is called the “**Servient Estate**”. The Lot on which a structural wall of a house is erected on the Zero Lot Line is called the “**Dominant Estate**”. The purpose of the Servient Estate is for a roof overhang and drainage and access for construction, maintenance, repair, and restoration of the roof and structural wall located on the Dominant Estate. In addition to the 5-foot easement as shown on the Plat across the Servient Estate, the Owner of the Dominant Estate will have a temporary construction easement over the 10-Foot Setback during construction of improvements on the Dominant Estate, but this additional easement will automatically terminate upon substantial completion of construction of the residence on the Dominant Estate. The rights of the Dominant Estate are subject to the rights of any other easement holder—such as a utility—and to the right of the Owner of the Servient Estate to receive prior notice from the Owner of the Dominant Estate of his intention to enter the Servient Estate. The Owner of the Dominant Estate must indemnify the Owner of the Servient Estate from all liens, claims, or liabilities arising out of or connected with the use of the

Servient Estate. The Owner of the Dominant Estate will have the right at all reasonable times to enter the Servient Estate to build, repair, maintain, and restore the roof and any structural wall located on the Dominant Estate. The Owner of the Dominant Estate may remove fences or other materials interfering with his use of the Servient Estate, but the Owner of the Dominant Estate must replace the fence and other materials and restore—as much as reasonably possible—any landscaping damaged during use of the Servient Estate.

Article 7

General Provisions

7.0 Recorded Plat. All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and will be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant, whether specifically referred to therein or not.

7.1 Maintenance of Improvement. Each Lot Owner must:

- (a) maintain the exterior of the Residence, buildings, fences, walls, and other improvements on the Owner's Lot in good condition and repair;
 - (b) replace worn and rotten parts;
 - (c) regularly repaint or restain all painted and stained surfaces, as needed;
- and,
- (d) not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or other exterior portions of the improvements to deteriorate.

7.2 Commons. The Commons may be used by the Owners of the Lots as a park for recreational purposes. The Declarant or the Master Association may from time to time promulgate and enforce reasonable rules and regulations for the use of the Commons Area. The Commons Area is to be used for the quiet enjoyment of the Owners of the Property.

7.3 Mortgages. The breach of any provision hereof will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Lot or any part thereof encumbered by such mortgage or deed of trust, but the provisions will be binding as to Lots acquired by foreclosure, trustee's sale, or otherwise, only as to any breach occurring after such acquisition of title.

7.4 Term. This Declaration will run with and bind title to the Property and will remain in full force and effect for 30 years after this Declaration is recorded in the Official Public Records of Carson County, Texas. This Declaration will thereafter extend automatically for successive periods of 10 years unless amended as provided in Section 7.12.

7.5 Severability. If any condition, covenant, or restriction herein contained is invalid—which invalidity will not be presumed until it is determined by the final non-appealable judgment or final non-appealable order of a court of competent jurisdiction—such invalidity will not affect any other condition, covenant, or restriction, each of which will remain in full force and effect.

7.6 Binding Effect. Each of the conditions, covenants, restrictions, and agreements herein contained is made for the mutual benefit of, and is binding upon, each person acquiring any part of the Property and each person owning any land included in the District. This instrument, when executed, will be filed for record in the Official Public Records of Carson County, Texas, so that each Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions, and agreements herein contained.

7.7 Enforcement. Declarant, the Master Association, the Owner of any Lot included in the District, and the Owner of each Lot have an easement and the right to have this Declaration faithfully carried out and performed with reference to each Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof and to recover damages. The Owner of each Lot has the right and easement to have this Declaration strictly construed and applied to all Lots whether owned by Declarant, its successors and assigns, or others regardless as to whether or not reference to this Declaration is made in the document conveying the Lot to the Owner. Failure to enforce this Declaration will not be deemed a waiver of the right to do so thereafter.

7.8 Other Authorities. If other authorities, such as the City, impose more demanding, expensive, or restrictive requirements than those set forth herein, the requirements of such authorities must be met. Other authorities imposition of lesser requirements than those set forth herein do not supersede or diminish the requirements herein.

7.9 Address for Plan Submission. Any plan submission, notice, or correspondence to the Architectural Control Committee must be made at the following address:

JCK Real Estate, LLC.

P.O. Box 7

White Deer, Texas 79097

7.10 Address for notices or Correspondence. Any notices or correspondence to an Owner of a Lot will be made to the current address supplied to the Declarant. Any notice or correspondence to Declarant must be made to at the following address:

JCK Real Estate, LLC.
P.O. BOX 7
WHITE DEER, TEXAS 79097

7.11 Change of Address. Declarant or the Architectural Control Committee may change its address for notice and plan submission by recording a notice of change of address in the Official Public Records of Carson County, Texas.

7.12 Amendment. At any time the Declarant or any owner of Lots included in all additional property subjected to this Declaration (as shown by the Carson County Official Public Records) may propose an amendment to these Declarations. An amendment must be approved by 51% of all lots amending the covenants, conditions, and restrictions set forth herein other than specific provisions affecting the Deer Run Lots. Any amendment must be recorded in an instrument containing such amendments, except that for 30 years following the recording of this Declaration, no such amendment will be valid or effective without the joinder of the Declarant. Declarant will be under no obligation to consent to any amendment of this Declaration.

7.13 Assignability. Declarant and its successors may assign their rights, privileges, duties, and obligations hereunder by documents signed by Declarant or its successors or assigns specifically assigning its rights, privileges, duties, and obligations hereunder, which documents must be recorded in the Official Public Records of Carson County, Texas.

7.14 Joinder of Lienholder. JCK Real Estate, LLC, a Texas limited corporation, is the lienholder on the Property (**the “Lienholder”**). The Lienholder joins in the execution of this Declaration to subordinate its lien to this Declaration.

7.15 Approvals. All consents and other evidences of approval by Declarant or the Architectural Control Committee must be in writing and signed by Declarant or the Architectural Control Committee before they are binding.

7.16 Attorney’s Fees. If attorney’s fees are incurred for the enforcement of this Declaration, the party prevailing in litigation is entitled to recover reasonable attorney’s fees and court and other costs. Attorney’s fees assessed against an Owner may be collected as a

Special Owner Assessment as provided in Section 3.4 of the Master Declaration without the necessity of a vote by the Members.

7.17 Time. Time is of the essence.

7.18. Gender. When the context requires, singular nouns and pronouns include the plural.

Dated the _____ day of _____ .