

**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
SHEPHERDS GLEN  
Bell County, Texas**

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS FOR  
SHEPHERDS GLEN**

STATE OF TEXAS     §  
                             §           **KNOW ALL MEN BY THESE PRESENTS**  
COUNTY OF BELL    §

**WHEREAS, Shepherds Glen, a Subdivision (the “Subdivision”), out of Bell County, Texas, as shown on map or plat thereof recorded in Cabinet C, Slide 306-B, C, and Replat of Shepherd’s Glen Subdivision, Lots 12, 19, 20, 24 and 25, in Cabinet D, Slide 256C, of the Plat Records of Bell County, Texas is subject to and governed by that certain Declaration of Covenants, Conditions and Restrictions for Shepherds Glen recorded at Volume 4960, Page 165, Official Public Records of Bell County, Texas.**

**WHEREAS, the Original Declaration establishes Shepherds Glen Village Association, (the “Association”) as a property Owner’s association and makes the Owners of the real property in the Subdivision (the “Property”) mandatory members of such property owners’ association.**

**WHEREAS, members of the Association desire to amend and restate the Original Declaration governing the Subdivision into the Amended and Restated Declaration of Covenants, Condition and Restrictions for Shepherds Glen, (hereinafter referred to as the “Declaration”).**

**NOW THEREFORE, it is hereby declared that:**

- 1. The Original Declaration is hereby amended in its entirety and entirely replaced by this Declaration, and such Original Declaration shall have no further force or effect upon the Property.**
- 2. All of the property shall hereafter be held, sold, conveyed and occupied subject to the easements, restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.**

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## **PURPOSE**

This amended and restated Declaration of Covenants, Conditions & Restrictions for Shepherds Glen is made by Shepherds Glen Village Association, a Texas nonprofit corporation, on the date signed below.

## **ARTICLE 1** **DEFINITIONS**

DEFINITIONS. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1. "Applicable Law" means the statutes and public laws and Ordinances in effect at the time a provision of the Documents is applied and pertaining to the subject matter of the Document provision. Statutes and ordinances specifically referenced in the Documents are "Applicable Law" on the date of the Document and are not intended to apply to the Project if they cease to be applicable by operation of law, or if they are replaced or superceded by one or more other statutes or ordinances.

1.2. "Area of Common Responsibility" means those portions of the Property the maintenance, repair, or replacement of which is the responsibility of the Association, including the Village Commons, and other Areas of Common Responsibility, as described in Section 2.4 below.

1.3. "Assessment" means any charge levied against a lot or owner by the Association, pursuant to the Documents or State law, including but not limited to Regular Assessments, Special Assessments, individual Assessments, and Deficiency Assessments, as defined in Article 7 of this Declaration.

1.4. "Association" means the association of owners of all lots in the Property, initially organized as Shepherds Glen Village Association, a Texas nonprofit corporation, and serving as the "property owners' association" defined in applicable law, such as Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration and the bylaws.

1.5. "Board" means the board of directors of the Association.

1.6. "Declaration" means this document, as it may be amended from time to time.

1.7. "Documents" means, singly or collectively as the case may be, this Declaration, the Plat, the Village Standards, the Association's bylaws, the Association's articles of Incorporation, and the rules of the Association, es any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document.

1.8. "Lot" means a portion of the Property intended for independent ownership, on which there is or will be constructed a dwelling, as shown on the Plat. Where the context indicates or requires, "lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the lot.

1.9. "Majority" means more than half.

1.10. "Member" means a member of the Association, each member being an owner of a lot, unless the context indicates that member means a member of the board or a member of a committee of the Association.

1.11. "Owner" means a holder of recorded fee simple title to a lot. Contract sellers and mortgagees who acquire title to a lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not owners. Every owner is a member of the Association.

1.12. "Plat" means all plats, singly and collectively, recorded in the Real Property Records of Bell County, Texas, and pertaining to Shepherds Glen, including all dedications, limitations, restrictions, easements, and reservations shown on the plat, as it may be amended from time to time. The initial plat, titled "Final Plat of Shepherd's Glen Subdivision," was recorded on September 24, 2002, in Cabinet C, Slide 306-B, C, Plat Records, Bell County, Texas. A replat, titled "Final Plat of Shepherds Glen Subdivision, Lots 12, 19, 20, 24 and 25" was recorded on January 23, 2009, in Cabinet D, Slide 256C, Plat Records, Bell County, Texas.

1.13. "Property" or "Village" means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is Shepherds Glen. The Property is located on land described in Appendix A to this Declaration and includes every lot and any common area thereon.

1.14. "Resident" means an occupant of a dwelling, regardless of whether the person owns the lot.

1.15. "Rules" means rules and regulations of the Association adopted in accordance with the Documents.

1.16. "Underwriting Lender" means an institutional mortgage lender, guarantor, or underwriter, such as Federal Home Loan Mortgage Corporation (Freddie Mac) or Federal National Mortgage Association (Fannie Mae). The use of this term and these Institutions may not be construed as a limitation on an owner's financing options nor as a representation that the Property is approved by any institution.

1.17. "Village Commons," also known as the "common areas," consists of the following components on or adjacent to the Property, even if located on a lot or a public right-of-way: (1) all of the Property, save and except the house lots; (2) any area shown on the plat as common area or an area to be maintained by the Association; (3) the private streets, being all streets, alleys, and cul-de-sacs within the Property that are not publicly dedicated, and any fixtures and improvements on or appurtenant to the private streets and which are intended for the use, operation, or maintenance of the private streets, including but not limited to curbs, street lamps, street name signs and traffic signs; and (4) screening walls, fences, or berms along FM 2268 that are located on Lots 20, 21 and 22.

1.18. "Village Standards" means the architectural, design, and construction guidelines and review procedures adopted pursuant to Article 4 of this Declaration, as they may be amended.

1.19. "VSC" means the Village Standards Committee of the Association.

**ARTICLE 2**  
**PROPERTY SUBJECT TO DOCUMENTS**

2.1. **PROPERTY.** The real property described in Appendix A is held, transferred, said, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each owner of the Property.

2.2. **PLAT DEDICATIONS, EASEMENTS & RESTRICTIONS.** In addition to the easements and restrictions contained in this Declaration, the Property is subject to the dedications, limitations, easements, restrictions, and reservations shown or cited on the plat, which is incorporated herein by reference. Each owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by the plat, and further agrees to maintain any easement that crosses his lot and for which the Association does not have express responsibility.

2.3. **AREA OF COMMON RESPONSIBILITY.** The Area of Common Responsibility consists of the following components on or adjacent to the Property, even if located on a lot, a public right-of-way, or on land adjacent to the Property:

- a. The Village Commons, including without limitation: (1) Lot 8 of Shepherd's Glen Subdivision; (2) the cul-de-sac island on Misty Meadow Circle; (3) the private right-of-way adjacent to Lots 21, 22 and 23; the 1.50-foot by 585.94-foot parcel adjoining the east line of Shepherds Glen Subdivision; and (3) all private streets in the Property consisting of Misty Meadow Circle, Staghorn Lane, and Brigadoon.
- b. All fences and walls within the Subdivision and along the perimeter of the Property, including any fences and walls within the Village Commons.
- c. All non-public streets in the Property, and any fixtures and improvements on or appurtenant to the streets and which are intended for the use, operation, or maintenance of the streets, including but not limited to curbs, street lamps, street name signs, and traffic signs.
- f. All public streets, but only to the extent they are not maintained by a governmental entity to the Association's standard.
- g. Any right, title, or interest in real property that is held by the Association for the use and benefit of owners or residents of the Property, including any house lot owned by the Association.
- h. Any personal property owned by the Association.
- i. Any area, item, easement, or service - the maintenance of which is assigned to the Association by this Declaration, by contract, or by the plat.
- j. Any modification, replacement, or addition to any of the above-described areas and improvements.

2.4. **STREETS WITHIN PROPERTY.** Because streets and cul-de-sacs within the Property (hereafter "streets") are capable of being converted from publicly dedicated to privately owned, and vice versa, this Section addresses both conditions. Private streets are part of the common area, which is governed by the Association. Public streets are part of the common area only to the extent they are not maintained or regulated by the city or county. To the extent not prohibited by public law, the Association, acting through the board, is specifically authorized to adopt, amend, repeal, and enforce rules, regulations, and procedures for use of the streets - whether public or private - including but not limited to:

- a. Identification of vehicles used by owners and residents and their and guests.
- b. Designation of speed limits and parking or no-parking areas.



- c. Removal or prohibition of vehicles that violate applicable rules and regulations.
- d. Fines for violations of applicable rules and regulations.
- e. Programs for controlling access through entrance gates, if any.
- f. Fees related to the device by which residents operate entrance gates, if any.

### **ARTICLE 3**

#### **PROPERTY EASEMENTS AND RIGHTS**

3.1. GENERAL. In addition to other easements and rights established by the Documents, the Property is subject to the easements and rights contained in this Article.

3.2. WATER-RELATED ISSUES. The following information applies on the amended date of this Declaration.

3.2.1. Water Wells. The Board expects one (1) underground well will be a source of non-potable water for landscape irrigation and landscape water features in the Common Areas.

3.2.2. Water Supply. Except for the well water described above, water to the Property is provided by the Salado Water Supply Corporation, of which each lot owner becomes a member when a water meter is purchased for the lot.

3.2.3. Water District. The Property, is located in the Clearwater Underground Water Conservation District which has the authority for certain features in or pertaining to the Property, such as registration of water wells. Also, the Clearwater Underground Water Conservation District is a taxing authority to which the Property is subject.

3.3. OWNER'S EASEMENT OF ENJOYMENT. Every owner is granted a right and easement of enjoyment over the common areas and to use of improvements therein, subject to other rights and easements contained in the Documents. An owner who does not occupy a lot delegates this right of enjoyment to the residents of his lot. Notwithstanding the foregoing, if a portion of the common area, such as a recreational area, is designed for private use, the Association may temporarily reserve the use of such area for certain persons and purposes.

3.4. OWNER'S INGRESS/EGRESS EASEMENT. Every owner is granted a perpetual easement over the Property's streets, as may be reasonably required, for vehicular ingress to and egress from his lot.

3.5. ASSOCIATION'S ACCESS EASEMENT. The Association is granted an easement of access and entry to every lot and common area to perform maintenance, to enforce architectural and use restrictions, to respond to emergencies, and to perform any other duties required by the Documents.

3.6. UTILITY EASEMENT. The Association may grant permits, licenses, and easements over common areas for utilities, roads, and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

3.7. MINERAL RIGHTS. Some or all of the Property may be subject to a previous owner's reservation of oil, gas, or mineral rights pursuant to one or more deeds recorded in the Real Property Records of Bell County, Texas, including but not limited to rights to all oil, gas, or other minerals lying on, in, or under the Property and surface rights of ingress and egress. Because the deed reserving the mineral interest was recorded prior to this Declaration, it is a superior interest in the Property and is not affected by any provision to the contrary in this Declaration. By

accepting title to or interest in a lot, every owner acknowledges the existence of the mineral right or reservation referenced in this Section and its attendant rights in favor of the owner of the mineral interest.

3.8. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each owner and resident acknowledges and agrees, for himself and his guests, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each owner and resident acknowledge and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each owner and resident further acknowledges that the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the owner or resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each owner and resident acknowledges and agrees that the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

3.9. RISK. Each resident uses all common areas at his own risk. All common areas are unattended and unsupervised. Each resident is solely responsible for his own safety and that of his guests. The Association disclaims any and all liability or responsibility for injury or death occurring from use of the common areas.

#### **ARTICLE 4**

#### **ARCHITECTURAL COVENANTS AND CONTROL**

4.1. PURPOSE. Because the lots are part of a single, unified community, the Association has the right to regulate the design, use, and appearance of the lots and common areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements.

4.2. VILLAGE STANDARDS COMMITTEE. The VSC consists of 3 persons appointed by the Board, pursuant to the bylaws, or, at the Board's option, the board may act as the VSC. If the Board acts as the VSC, all references in the Documents to the VSC are construed to mean the Board. Members of the VSC must be owners and residents.

4.3. LIMITS ON LIABILITY. The VSC will review all submittals with respect to taste, design, and all standards specified by this Article. The VSC will make their recommendation and present it to the Board with all supporting documentation, plans and required changes if any, before issuing their written response as required by this article so the board is informed of all proposed construction and alterations. The members of the VSC have no liability for the VSC's decisions made in good faith, and which are not arbitrary or capricious. The VSC is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the VSC, (2) supervising construction for the owner's compliance with approved plans and specifications, or (3) the compliance of the owner's plans and specifications with codes and ordinances of local governmental entities, and state and federal laws.

4.4. PROHIBITION OF CONSTRUCTION, ALTERATION & IMPROVEMENT. Without the VSC's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property, if it will be visible from a street, another lot, or the common area. The VSC has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property. BEFORE MAKING ANY IMPROVEMENT OR ALTERATION TO A LOT OR DWELLING, A BUILDER OR OWNER MUST APPLY FOR THE VSC'S PRIOR WRITTEN APPROVAL.

4.5. VSC APPROVAL. To request VSC approval, an owner must make written application and submit 2 identical sets of plans and specifications showing the nature, kind, shape, color, size materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance

is sought. The VSC will return one set of plans and specifications to the applicant marked with the VSC's response, such as "Approved", "Denied", or "More Information Required". The VSC will retain the other set of plans and specifications, together with the application, for the Association's files. Verbal approval by a director, officer, member of the VSC, or the Association's manager does not constitute VSC approval, which must be in writing.

4.5.1. Deemed Approval. If the VSC falls to respond in writing - negatively, affirmatively, or request additional information within 30 days after the VSC's actual receipt of the owner's application, the owner may submit a second request for processing of its original application. If the board falls to respond within 15 days after the board's actual receipt of the owner's second request, the owner's application is deemed approved. The owner may then proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner. In exercising deemed approval, the burden is on the owner to document the board's actual receipt of the owner's initial application and second request.

4.5.2. No Approval Required. No approval is required for an owner to remodel or repaint the interior of a dwelling.

4.5.3. Building Permit. If the application is for work that requires a building permit, the VSC's approval is conditioned on the issuance of the appropriate permit. The VSC's approval of plans and specifications does not mean that they comply with public codes and ordinances. Alternatively, approval by a permitting authority does not ensure VSC approval.

4.6. VSC GUIDELINES. The Association may publish architectural restrictions, guidelines, and standards developed by the VSC, subject to revision from time to time, including revisions to reflect changes in technology, style, and taste. The Association, acting through the VSC, has the right to establish and enforce architectural restrictions, guidelines, and standards relating to every aspect of proposed or existing improvements on a lot, including but not limited to dwellings, fences, and landscaping, and further including replacements or modifications of original construction or installation.

## **ARTICLES**

### **CONSTRUCTION AND USE RESTRICTIONS**

5.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The Board or the VSC, as the case may be, may grant a variance or waiver of a restriction or rule on a case-by-case basis when the unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing. The grant of variance does not affect a waiver or estoppel of the association's right to deny a variance in other circumstances.

5.2. CONSTRUCTION RESTRICTIONS. Without the VSC's prior written approval for a variance, improvements constructed on every lot must have the characteristics described in the Village Standards, which may be treated as the minimum requirements for improving and using a lot. The VSC and the Board may promulgate additional rules and restrictions as well as interpretations, additions, and specifications off the restrictions contained in this Article. An owner shall review the Village Standards before planning improvements, repairs, or replacements to his lot and dwelling.

5.3. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. In addition to the restrictions contained in this Article, each lot is owned and occupied subject to the right of the board to establish Rules, and penalties for infractions thereof, governing:

- a. Use of common areas.
- b. Hazardous, illegal, or annoying materials or activities on the Property.
- c. The use of Property-wide services provided through the Association

- d. The consumption of utilities billed to the Association.
- e. The use maintenance and appearance of exteriors of dwellings and lots.
- f. Landscaping and maintenance of yards.
- g. The occupancy and leasing of dwellings.
- h. Animals.
- i. Vehicles.
- j. Disposition of trash and control of vermin, termites, and pests.
- k. Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for resident.

5.4. ANIMAL RESTRICTIONS. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for any commercial purpose or for food. Up to six chickens in total may be maintained by an owner. No roosters will be allowed. Chickens may range freely within the owner's lot when the owner is present or otherwise in a mobile pen or coop approved by VSC. Chickens may not range freely through the subdivision. Chickens shall be cared for so as not to cause nuisance odors. Customary domesticated household pets may be kept for personal companionship subject to rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. If the rules fail to establish animal occupancy quotas, no more than 6 dogs and/or cats may be maintained on each lot. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other lots. Pets must be maintained inside the dwelling; shall not be kept outside permanently and may be kept in a fenced yard or GPS boundary area only if they do not disturb residents of other lots.

5.5. ANNOYANCE. No lot or common area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law. The board has the sole authority to determine what constitutes an annoyance.

5.6. APPEARANCE. Both the lot and the dwelling must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots. The VSC is the arbitrator of acceptable appearance standards.

5.7. DECORATIVE ACCESSORIES. The installation of all exterior items and surfaces, including without limitation: address numbers, mailboxes, decorative hardware, external ornamentation, light fixtures, pole lamps, and exterior paint and stain, must have the prior written approval of the VSC, which may specify the design, color, materials, and location. The VSC may prohibit certain items, or may require that some or all exterior items (1) be uniform, (2) follow a specified pattern of variation, or (3) be from a limited number of choices.

5.8. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the board.

5.9. DRIVEWAYS. The driveway portion of a lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage and parking vehicles. Without the board's prior approval, a driveway may not be used: (1) for storage purposes, including storage of boats, trailers, lawn equipment and inoperable vehicles; or (2) for major repair or restoration of vehicles. Routine maintenance and minor repairs that do not exceed 7 days are acceptable.

5.10. FIRES. Except for barbecue grills, small fire pits and outdoor fireplaces no exterior fires on the Property are permitted. Burning of cuttings associated with maintenance of the subdivision is allowed when deemed necessary by the Board provided it complies with requirements of Bell County.

5.11. GARAGES. Without the board's prior written approval, the original garage area of a lot may not be enclosed that prohibits the access of two standard-size operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving, or activity is taking place in the garage. Garage doors must be closed overnight.

5.12. GUNS. Hunting and shooting are not permitted anywhere on or from the Property.

5.13. HOOPS. Without the VSCs prior written approval, basketball goals and other recreational or sporting equipment may not be used, attached, mounted, or installed on the exterior of the dwelling or in a yard area on the lot. This prohibition also applies to portable goals and equipment. If the VSC grants approval for such equipment, the approval may be revoked if the equipment is not maintained or used, or if it becomes unsightly.

5.14. LANDSCAPING. No person may perform landscaping, planting, or gardening on the common area or Areas of Common Responsibility, without the board's prior written authorization.

5.15. LEASING OF HOMES. An owner may lease the dwelling on his lot. Whether or not it is so stated in a lease, every lease is subject to the Documents. An owner is responsible for providing his tenant with copies of the Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Documents, federal or state law, or local ordinance is deemed to be default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant.

The owner of a leased lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the Documents against the owner's tenant.

5.15.1. Short Term Leases. This leasing covenant does not include short term leasing for Air Bed and Breakfast (AirBnB) or similar rentals or leases, which is specifically prohibited. Minimum allowable lease terms are six months.

5.16. NOISE & ODOR. A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring lots.

5.17. OCCUPANCY. Other than the completed principal dwelling, no thing or structure on a lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, and storage sheds. Recreational vehicles for visiting guests may be parked in driveways for no more than 7 days.

5.18. RESIDENTIAL USE. The use of a house lot is limited exclusively to residential purposes or any other use permitted by this Declaration. This residential restriction does not, however, prohibit a resident from using a dwelling for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (5) the uses do not interfere with residents' use and enjoyment of neighboring lots.

5.19. SCREENING. The VSC may require that the following items be screened from the view of the public and neighboring lots and dwellings, if any of these items exists on the lot: (1) air conditioning equipment; (2) satellite reception equipment; (3) clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind; (4) yard maintenance equipment; (5) wood piles and compost piles; (6) accessory structures that do not have prior approval of VSC; (7) garbage cans and refuse containers; (8) anything determined by the board to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing, or with plant material,

such as trees and bushes, or any combination of these. As used in this Section, 'screened from view' refers to the view of a person in a passenger vehicle driving on street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining lot.

5.20. SEPTIC TANKS. As originally developed, each lot will have a septic tank system. The materials and methods used to install, construct, maintain, repair, and replace, as needed, the septic tank system must conform with the applicable requirements of the State of Texas and local authorities having jurisdiction. The owner of a lot must ensure that his septic tank conforms to applicable requirements of the State of Texas and local authorities having jurisdiction, and that it remains in compliance. Public regulatory agencies include, without limitation, city and county departments of public works and the Texas Commission on Environmental Quality. Each lot must have its own septic tank. Lots may not share septic tanks. The owner, solely at the owner's expense, must maintain and operate the septic tank in a manner that is satisfactory to the public regulatory agencies. The owner must maintain his septic tank in a manner that prevents odors that are objectionable to residents of other lots or to the public, that does not create unsanitary conditions, and that remains in compliance with governmental regulations. Additional requirements may be contained in the Village Standards.

5.21. SIGNS. An owner may erect, per lot, one professionally made sign of not more than 4 square feet advertising the lot for sale or for rent. An owner may temporarily place one yard/estate sale sign on their lot and at the subdivision entrance for a period not to exceed 48 hours. Such temporary signs shall be promptly removed at the end of 48 hours. Owners failing to remove the sign(s) promptly will be fined. No other sign or unsightly object may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the board's prior written approval. The board's approval may specify the location, nature, appearance, dimensions, number, and time period of a sign or object. The Association may affect the removal of any sign or object that violates this Section or which the Board deems inconsistent with neighborhood standards without liability for trespass or any other liability connected with the removal.

5.22. TELEVISION. Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another lot are prohibited within the Property, except (1) reception-only antennas or satellite dishes designed to receive television broadcast signals, (2) antennas or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS), or (3) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MPS) (collectively, the "Antenna") are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard, or (c) attached to or mounted on the rear wall of a structure below the eaves.

If an owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the owner may install the Antenna in the least conspicuous location on the lot where an acceptable quality signal can be obtained. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

5.23. TEMPORARY STRUCTURES. Without the prior written approval of the VSC, improvements or structures of a temporary or mobile nature, such as tents, accessory sheds, gazebos, dog houses, greenhouses, portable sheds, and mobile homes, are prohibited (not allowed). However, an owner or owner's contractor may maintain a temporary structure (such as a portable toilet or construction trailer) on the lot during construction of the dwelling.

5.24. VEHICLES. All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section and Rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. Without prior written board approval, the following types of vehicles and vehicular equipment-mobile or otherwise may not be kept, parked, or stored anywhere on the Property if the vehicle is visible from a street or from another lot: mobile homes, motor homes, buses, trailers, boats, aircraft, inoperable vehicles, commercial truck cabs, trucks with tonnage over one ton, vehicles which are not customary personal passenger vehicles, and any vehicle which the board deems to be a nuisance, unsightly, or inappropriate. Recreational vehicles may be

parked in driveways for up to seven days; while loading or unloading in preparation for travel or on return from travel or for visiting guests. This restriction includes overnight parking on streets and alleys in excess of 72 hours. This restriction does not apply to vehicles and equipment temporarily on the Property in connection with the construction or maintenance of a dwelling. Vehicles that transport flammable or explosive cargo are prohibited from the Property at all times. The Association may affect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle.

5.25. WINDOW TREATMENTS. All window treatments within the dwelling that are visible from the street or another dwelling must be maintained in good condition and must not detract from the appearance of the Property. The VSC may require an owner to change or remove a window treatment that the VSC determines to be inappropriate or unattractive. The VSC may prohibit the use of certain colors or materials, for window treatments, and may require the use of a uniform color or type of window treatment.

5.26 FIRE HYDRANTS. Owners of lots containing a fire hydrant are responsible for ensuring that the hydrant and its operating valve are fully and easily accessible to emergency responders. The hydrant must be fully exposed on all sides such that the flange and bolt heads are flush with grade. The path around the hydrant and the operating valve must extend at least 3-feet in all directions from the center of the hydrant. The water valve box between the hydrant and the water main must be kept clear of obstructions such as dirt, leaves and weeds. If the surrounding grade is generally higher than the flange, then a retaining wall of approved materials must be installed around the perimeter of the cleared path. The water valve box must be adjusted to grade, setting it flush with the ground. A 5-foot clear area must be maintained at the front of the hydrant to allow unobstructed access to the "steamer nozzle" (the large nozzle) for the Fire Department to connect a suction hose to the hydrant nozzle.

## **ARTICLE 6**

### **ASSOCIATION AND MEMBERSHIP RIGHTS**

6.1. BOARD. Unless the Documents expressly reserve a right, action, or decision to the owners, or another party, the board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through its Board of directors."

6.2. THE ASSOCIATION. The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a property owners association and a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its members, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association will continue to exist at least as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

6.3. GOVERNANCE. The Association will be governed by a board of directors elected by the members. Unless the Association's bylaws or articles of Incorporation provide otherwise, the board will consist of at least 3 persons elected at the annual meeting of the Association, or at a special meeting called for that purpose. The Association will be administered in accordance with the bylaws. Unless the Documents provide otherwise, any action requiring approval of the members may be approved in writing by owners of at least a majority of all lots, or at a meeting by owners of at least a majority of the lots that are represented at the meeting.

6.4. MEMBERSHIP. Each owner is a member of the Association, ownership of a lot being the sole qualification for membership. Membership is tied to and part of, and may not be separated from ownership of the lot. The board may require satisfactory evidence of transfer of ownership before a purported owner is entitled to vote at meetings of the Association. If a lot is owned by more than one person or entity, each co-owner is a member of the Association and may exercise the membership rights appurtenant to the lot. A member who sells his lot under a contract for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the board. However, the contract seller remains liable for all assessments attributable to his lot until fee title to the lot is transferred.

6.5. VOTING. One vote is appurtenant to each lot. The total number of votes equals the total number of lots in the Property. If additional property is made subject to this declaration, the total number of votes will be increased automatically by the number of additional lots or tracts. Each vote is uniform and equal to the vote appurtenant to every other lot. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the Association's bylaws.

6.6. VOTING BY CO-OWNERS. The one vote appurtenant to a lot is not divisible. If only one of the multiple co-owners of a lot is present at a meeting of the Association, that person may cast the vote allocated to the lot. If more than one of the co-owners is present, the lot's one vote may be cast with the co-owners' unanimous agreement. Co-owners are in unanimous agreement if one of the co-owners casts the vote and no other co-owner makes prompt protest to the person presiding over the meeting. Any co-owner of a lot may vote by ballot or proxy, and may register protest to the casting of a vote by ballot or proxy by the other co-owners. If the person presiding over the meeting or balloting receives evidence that the co-owners disagree on how the one appurtenant vote will be cast, the vote will not be counted.

6.7. BOOKS & RECORDS. The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to applicable law, such as Article 1396-2.23.5. of the Texas Nonprofit Corporation Act,

6.8. INDEMNIFICATION. The Association indemnifies every officer, director, and committee member (for purposes of this Section, 'Leaders') against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. The Association may maintain general liability and directors and officer's liability insurance to fund this obligation.

6.9. OBLIGATIONS OF OWNERS. Without limiting the obligations of owners under the Documents, each owner has the following obligations:

6.9.1. Information: Within 60 days after acquiring an interest in a lot, within 60 days and after the owner has notice of a change in any information required by this Subsection, and on request by the Association from time to time, an owner will provide the Association with the following information: (1) a copy of the recorded deed by which owner has title to the lot; (2) the owner's address, phone number, and driver's license number, if any; (3) any mortgagee's name, address, and loan number; (4) the name and phone number of any resident other than the owner; (5) the name, address, and phone number of owner's managing agent, if any.

6.9.2. Pay Assessments. Each owner will pay assessments properly levied by the Association against the owner or his lot, and will pay regular assessments without demand by the Association.

6.9.3. Compliance. Each owner will comply with the Documents as amended from time to time.

6.9.4. Liability. Each owner is liable to the Association for violations of the Documents by the owner, a resident of the owner's lot, or the owner or resident's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed. Similarly, each owner is liable for damage to the Property caused by the negligence or willful misconduct of the owner, a resident of the owner's lot, or the owner or resident's family, guests, employees, contractors, agents, or invitees.

6.10. TRANSFER-RELATED FEES. A number of independent fees may be charged in relation to the transfer of title to a lot, including but not limited to fees for resale certificates, estoppel certificates, copies of the Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind, and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments. Transfer-related fees do not apply to the following transfers unless a party to the transfer requests the corresponding documentation: (1) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (2) transfer to, from, or by the Association; (3) voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent. Transfer-



related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees.

Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association are not subject to the Association's assessment lien, and are not payable by the Association. This Association, does not obligate the board or the manager to levy transfer-related fees.

## **ARTICLE 7**

### **COVENANT FOR ASSESSMENTS**

7.1. PURPOSE OF ASSESSMENTS, The Association will use assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of owners and residents, including but not limited to maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the board's decision with respect to the use of assessments is final.

7.2. PERSONAL OBLIGATION. An owner is obligated to pay assessments levied by the board against the owner or his lot. An owner makes payment to the Association at its principal office or at any other place the board directs, Payments must be made in full regardless of whether an owner has a dispute with the Association, another owner, or any other person or entity regarding any matter to which this Declaration pertains. No owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the common area or by abandonment of his lot. An owner's obligation is not subject to offset by the owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the owner and a continuing covenant running with the lot.

<b>IF YOU OWN A SHEPHERDS GLEN LOT, YOU MUST PAY ASSESSMENTS TO THE ASSOCIATION.</b>
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7.3. CONTROL FOR ASSESSMENT INCREASES. This Section of the Declaration may not be amended without the approval of at least two-thirds of the lots. In addition to other rights granted to owners by this Declaration, owners have the following powers and controls over the Association's budget:

7.3.1. Veto Increased Dues. At least 60 days prior to the effective date of an increase in regular assessments, the board will notify an owner of each lot of the amount of, the budgetary basis for, and the effective date of the increase. The increase will automatically become effective unless owners of at least a majority of the lots disapprove the increase by petition or at a meeting of the Association. In that event, the last-approved budget will continue in effect until a revised budget is approved.

7.3.2. Veto Special Assessment. At least 60 days prior to the effective date of a special assessment, the board will notify an owner of each lot of the amount of the budgetary basis for and the effective date of the special assessment. The special assessment will automatically become effective unless owners of at least majority of the lots disapprove the special assessment by petition or at a meeting of the Association.

7.4. TYPES OF ASSESSMENTS. There are 5 types of assessments: Regular, Special, Individual, and Deficiency.

7.4.1. Regular Assessments. Regular assessments are based on the annual budget. Each lot is liable for its equal share of the annual budget. If the board does not approve an annual budget or fails to determine new regular assessments for any year, or delays in doing so, owners will continue to pay the regular assessment as last determined. If during the course of a year the Board determines that regular assessments are insufficient to cover the estimated common expenses for the remainder of the year, the board may increase regular assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. Maintenance, repair, replacement, and beautification as necessary, of the Area of Common Responsibility, including the Village Commons.
- b. Retirement of debt
- c. Utilities billed to the Association.
- d. Services billed to the Association and serving all lots.
- e. Taxes on property owned by the Association and the Association's income taxes. Management, legal, accounting, auditing, and professional fees for services to the Association.
- f. Management, legal, accounting, auditing, and professional fees for services to the Association.
- g. Costs of operating the Association, such as telephone, printing, meeting expenses, and educational opportunities of benefit to the Association.
- h. Premiums and deductibles on insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association, including fidelity bonds and directors and officer's liability insurance.
- i. Contributions to the reserve funds.
- j. Any other expense which the Association is required by law or the Documents to pay, or which in the opinion of the board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Documents.

7.4.2. Special Assessments. In addition to regular assessments, and subject to the owners' control for assessment increases, the board may levy one or more special assessments against all lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special assessments do not require the approval of the owners, except that special assessments for the following purposes must be approved by owners of least a majority of the lots:

- a. Acquisition of real property, other than the purchase of a lot at the sale foreclosing the Association's lien against the lot.
- b. Construction of additional improvements within the Property, but not replacement of original improvements.
- c. Any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

7.4.3. Individual Assessments. In addition to regular and special assessments, the board may levy an individual assessment against a lot and its owner. Individual assessment may but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an owner or his lot into compliance with the Documents; fines for violations of the Documents; insurance deductibles; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per/lot basis; and "pass through" expenses for services to lots provided through the Association and which are equitably paid by each lot according to benefit received.

7.4.4. Deficiency Assessments. The board may levy a deficiency assessment against all lots for the purpose of defraying, in whole or in part, the cost of repair or restoration if insurance proceeds or condemnation awards prove insufficient.

7.5. BASIS & RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each lot is uniform for all lots, regardless of a lot's location or the value and size of the lot or dwelling.

7.6. ANNUAL BUDGET. The board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The board will make the budget or its summary available to an owner of each lot, although failure to receive a budget or summary does not affect an owner's liability for assessments. The board will provide copies of the detailed budget to owners who make written request and pay a reasonable copy charge.

7.7. DUE DATE. The board may levy regular assessments on any periodic basis - annually, semi-annually, quarterly, or monthly. Regular assessments are due on the first day of the period for which levied. Special and individual assessments are due on the date stated in the notice of assessment or, if no date is stated, within 10 days after notice of the assessment is given. Assessments are delinquent if not received by the Association on or before the due date.

7.8. RESERVE FUNDS. The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association must budget for reserves and may fund reserves out of regular assessments.

7.8.1. Operations Reserves. The Association will endeavor to maintain operations reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including the full amount of deductibles on insurance policies maintained by the Association.

7.8.2. Replacement & Repair Reserves. The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the common area and Area of Common Responsibility.

7.9. LIMITATIONS OF INTEREST. The Association, and its Officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents, or any other document or agreement executed or made in connection with the Association's collection of assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid special and regular assessments, or reimbursed to the owner if those assessments are paid in full.

## **ARTICLE 8**

### **ASSESSMENT LIEN**

8.1. ASSESSMENT LIEN. Each-owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay assessments to the Association. Each assessment is a charge on the lot and is secured by a continuing lien on the lot. Each owner, and each prospective owner, is placed on notice that his title may be subject to the continuing lien for assessments attributable to a period prior to the date he purchased his lot.

8.2. SUPERIORITY OF ASSESSMENT LIEN. The assessment lien is superior to all other liens and encumbrances on a lot, except only for (1) real property taxes and assessments levied by government and taxing authorities, (2) a deed of trust or vendor's lien recorded before this Declaration, (3) a recorded deed of trust lien securing a loan for construction of the original dwelling, and (4) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due. The assessment lien

is subordinate and inferior to a recorded deed of trust lien that secures a first or senior purchase money mortgage, an FHA-Insured mortgage, or a VA-guaranteed mortgage.

**Yes, the HOA can foreclose!**  
**If you fail to pay assessments to the Association, you may lose title to your home if the Association forecloses its assessment lien against your lot.**

8.3. EFFECT OF MORTGAGEE'S FORECLOSURE. Foreclosure of a superior lien extinguishes the Association's claim against the lot for unpaid assessments that became due before the sale, but does not extinguish the Association's claim against the former owner. The purchaser at the foreclosure sale of a superior lien is liable for assessments coming due from and after the date of the sale, and for the owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

8.4. NOTICE AND RELEASE OF NOTICE. The Association's lien for assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be recorded in the county's real property records. If the debt is cured after a notice has been recorded, the Association will record a release of the notice at the expense of the curing owner.

8.5. POWER OF SALE. By accepting an interest in or title to a lot, each owner grants to the Association a private power of nonjudicial sale in connection with the Association's assessment lien. The Board may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a board meeting.

8.6. FORECLOSURE OF LIEN. The assessment lien may be enforced by judicial or non-judicial foreclosure. A foreclosure must comply with the requirements of applicable law, such as Chapter 209 of the Texas Property Code. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law, in any foreclosure, the owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees, subject to applicable provisions of the bylaws and the requirements of applicable law, such as Chapter 209 of the Texas Property Code. The Association has the power to bid on the lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same. The Association may not foreclose the assessment lien if the debt consists solely of fines and/or a claim for reimbursement of attorney's fees incurred by the Association.

## **ARTICLE 9**

### **EFFECT OF NONPAYMENT OF ASSESSMENTS**

An assessment is delinquent if the Association does not receive payment in full by the assessment's due date. The Association, acting through the board, is responsible for taking action to collect delinquent assessments. The Association's exercise of its remedies is subject to applicable laws, such as Chapter 209 of the Texas Property Code, and pertinent provisions of the bylaws. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the board nor the Association, however, is liable to an owner or other person for its failure or inability to collect or attempt to collect an assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association has.

9.1. INTEREST. Delinquent assessments are subject to interest from the due date until paid, at a rate to be determined by the board from time to time, not to exceed the lesser of 18 percent or the maximum permitted by law. If the board fails to establish a rate, the rate is 10 percent per annum.

9.2. LATE FEES. Delinquent assessments are subject to reasonable late fees, at a rate to be determined by the board from time to time.

9.3. COSTS OF COLLECTION. The owner of a lot against which assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent assessments, including attorneys' fees and processing fees charged by the manager.

9.4. ACCELERATION. If an owner defaults in paying an assessment that is payable in installments, the Association may accelerate the remaining installments on 10 days written notice to the defaulting owner. The entire unpaid balance of the assessment becomes due on the date stated in the notice.

9.5. SUSPENSION OF USE AND VOTE. If an owner's account has been delinquent for at least 30 days, the Association may suspend the right of owners and residents to use common areas and common services during the period of delinquency. The Association may also suspend the right to vote appurtenant to the lot. Suspension does not constitute a waiver or discharge of the owner's obligation to pay assessments.

9.6. MONEY JUDGMENT. The Association may file suit seeking a money judgment against an owner delinquent in the payment of assessments, without foreclosing or waiving the Association's lien for assessments.

9.7. NOTICE TO MORTGAGEE. The Association may notify and communicate with the holder of any lien against a lot regarding the owner's default in payment of assessments.

9.8. FORECLOSURE OF ASSESSMENT LIEN. As provided by this Declaration, the Association may foreclose its lien against the lot by judicial or nonjudicial means.

9.9. APPLICATION OF PAYMENTS. The board may adopt and amend policies regarding the application of payments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the board's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the lot's account.

## **ARTICLE 10**

### **ENFORCING THE DOCUMENTS**

10.1. NOTICE AND HEARING. Before the Association may exercise many of its remedies for a violation of the Documents or damage to the Property, the Association must give an owner written notice and an opportunity for a hearing, according to the requirements and procedures in the bylaws and in applicable law, such as Chapter 209 of the Texas Property Code. Notices are also required before an owner is liable to the Association for certain charges, including reimbursement of attorneys' fees incurred by the Association.

10.2. REMEDIES. The remedies provided in this Article for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by law, the Association has the following right to enforce the Documents, subject to applicable notice.

10.2.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

10.2.2. Fine. The Association may levy reasonable charges, as an individual assessment, against an owner and his lot if the owner or resident, or the owner or resident's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the owner's obligations under the Documents.

10.2.3. Suspension. The Association may suspend the right of owners and residents to use common areas for any period during which the owner or resident, or the owner or resident's family, guests, employees,

agents, or contractors violate the Documents. A suspension does not constitute a waiver or discharge of the owner's obligations under the Documents.

10.2.4. Self-Help. The Association has the right to enter any part of the Property, including lots, to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the board is not trespassing and is not liable for damages related to the abatement. The board may levy its costs of abatement against the lot and owner as an individual assessment. Unless an emergency situation exists in the good faith opinion of the board, the board will give the violating owner 15 days notice of its intent to exercise self-help.

10.2.5. SUIT. Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

10.3. BOARD DISCRETION. The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any or further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

<p style="text-align: center;"><b>STATE LAW APPLIES</b> <b>to many of the Association's enforcement rights and remedies.</b></p>
--

10.4. NO WAIVER. The Association and every owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Documents at any future time. No officer, director, or member of the Association is liable to any owner for the failure to enforce any of the Documents at any time.

10.5. RECOVERY OF COSTS. The costs of curing or abating a violation are at the expense of the owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

**ARTICLE 11**  
**MAINTENANCE AND REPAIR OBLIGATIONS**

11.1. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the board deems appropriate. The Association maintains, repairs, replaces, and beautifies, as a common expense, the Areas of Common Responsibility.

11.2. OWNER RESPONSIBILITY. Every owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

11.2.1. House Maintenance. Each owner, at the owner's expense, must maintain all improvements on the lot, including but not limited to the dwelling, fences, walls, exterior lights and lamps, sidewalks, and driveways, except any area or component designated as a Cottage Common. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each owner is expected to maintain their lot's improvements at a level, to a standard, and with an appearance that is commensurate with the

neighborhood. Specifically, each owner must repair and replace worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces.

11.2.2. Yard Maintenance. Each owner, at the owner's expense, must maintain the yards on his lot at a level, to a standard, and with an appearance that is commensurate with the neighborhood and the Village Standards. Unless the Village Standards provide otherwise, each owner must:

- a. Maintain an attractive ground cover or lawn on all yards visible from a street.
- b. Maintain an attractive appearance for shrubs and trees visible from a street.
- c. Periodic mowing, trimming, pruning, or edging, as appropriate for the type of plant material, and as needed.
- d. Maintain lawn weeds or grass so it does not exceed 6-inches in height. In those areas composed of native field grasses that produce tall stems soon after mowing, the area shall be mowed when the stems attain approximately 25 percent cover on the lot.
- e. Plant material and replacement, as needed.
- f. Keep beds and grounds substantially weed-free.
- g. Fertilize and water lawns, grounds, trees, and shrubs.
- h. Control plant-destructive insects and diseases.
- i. Remove litter.
- j. Maintain a landscape irrigation system.

11.2.3. Avoid Damage. An owner may not do any work or to fail to do any work which, in the reasonable opinion of the board, would materially jeopardize the soundness and safety of the Property, reduce the value of the Property, adversely affect the appearance of the Property, or impair any easement relating to the Property.

11.2.4. Responsible for Damage. An owner is responsible for his own willful or negligent acts and those of his or the resident's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement to the common areas, the Area of Common Responsibility, or the property of another owner.

11.3. OWNER'S DEFAULT IN MAINTENANCE. If the board determines that an owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the owner is responsible, the board may give the owner Written notice of the Association's intent to provide the necessary maintenance at owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the owner fails or refuses to timely perform the maintenance, the Association may do so at owner's expense, which is an individual assessment against the owner and his lot. In case of an emergency, however, the board's responsibility to give the owner written notice may be waived and the board may take any action it deems necessary to protect persons or property, the cost of the action being the owner's expense.

## **ARTICLE 12**

### **INSURANCE**

12.1. GENERAL PROVISIONS. All Insurance affecting the Property is governed by the provisions of this Article, with which the Board will make every reasonable effort to comply. The cost of insurance coverages and bonds maintained by the Association is an expense of the Association. Insurance policies and bonds obtained and

maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. Each owner irrevocably appoints the Association, acting through its Board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association. Additionally:

12.1.1. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give at least 10 days prior written notice to the board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the Insured.

12.1.2. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, which will be paid by the party who would be liable for the loss or repair in the absence of insurance. If a loss is due wholly or partly to an act or omission of an owner or resident or their invitees, the owner must reimburse the Association for the amount of the deductible that is attributable to the act or omission.

12.2. PROPERTY. To the extent it is reasonably available, the Association will obtain blanket all-risk insurance for insurable common area improvements. If blanket all-risk insurance is not reasonably available, then the Association will obtain an insurance policy providing fire and extended coverage. Also, the Association will ensure the improvements on any lot owned by the Association.

12.3. GENERAL LIABILITY. The Association will maintain a commercial general liability insurance policy over the common areas - expressly excluding the liability of each owner and resident within his lot-for bodily injury and property damage resulting from the operation, maintenance, or use of the common areas. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the Insurer's denial of an owner's claim because of negligent acts of the Association or other owners. If available, the Association may obtain liability insurance over the Area of Common Responsibility for bodily injury and property damage resulting from the maintenance of the Area of Common Responsibility.

12.4. DIRECTORS & OFFICERS LIABILITY. To the extent it is reasonably available, the Association will maintain directors' and officers' liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

12.5. OTHER COVERAGES. The Association may maintain any insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association, including but not limited to worker's compensation insurance, fidelity coverage, and any insurance and bond requested and required by an Underwriting Lender for planned unit developments as long as an Underwriting Lender is a mortgagee or an owner.

12.6. OWNER'S RESPONSIBILITY FOR INSURANCE. Each owner will obtain and maintain fire and extended coverage on all the improvements on his lot, in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. Further, each owner will obtain and maintain general liability insurance on his lot. The Board may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other owners. Each owner and resident is solely responsible for insuring his personal property in his dwelling and on the lot, including furnishings, vehicles, and stored items. Within 60 days after the date of damage, the owner will begin repair or reconstruction of any portion of his unit not covered by the Association's blanket insurance policy, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof.

**ARE YOU COVERED?**

**The Association does NOT insure the individual houses or their contents.**

12.7. RECONSTRUCTION & REPAIR. Promptly after a loss (insured or uninsured) to a house or lot, the owner will obtain reliable and detailed estimates of the cost of restoring the damaged property. Any damaged or



destroyed improvements on the lot will be repaired and restored substantially as they existed immediately prior to the damage or destruction, or, alternatively, the lot will be cleared of all surface improvements and debris, graded, and seeded. Alternate plans and specifications for repair and restoration must be approved by the VSC. If an owner fails to repair or restore damage as required by this Section, the Association may (1) make the necessary repairs or (2) remove the damaged improvements from the lot, and may levy an individual assessment against the owner and lot for the cost thereof, after giving the owner reasonable notice of the Association's intent to do so, and without liability for trespass or any other liability connected with the repairs or removal.

### **ARTICLE 13**

#### **MORTGAGEE PROTECTION**

13.1. INTRODUCTION. This Article establishes certain standards for the benefit of Mortgagees, as defined below, and is written to comply with Chapter VI of Fannie Mae's Selling Guide in effect at the time of drafting. If a Mortgagee requests from the Association compliance with the guidelines of an Underwriting Lender, the Board, without approval of owners or mortgagees, may amend this Article and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender. This Article is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this Article controls. As used in this Article, a "Mortgagee" is a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first deed of trust lien against a lot. Some sections of this Article apply to all known Mortgagees. Other sections apply to "Eligible Mortgagees," as defined below.

13.1.1. Known Mortgagees. An owner who mortgages his lot will notify the Association, giving the complete name and address of his mortgagee and the loan number. An owner will also provide that information on request by the Association from time to time. The Association's obligations to mortgagees under the Documents extend only to those mortgagees known to the Association. All actions and approvals required by mortgagees will be conclusively satisfied by the mortgagees known to the Association, without regard to other holders of liens on lots; The Association may rely on the information provided by owners and mortgagees.

13.1.2. Eligible Mortgagees. "Eligible Mortgagee" means a mortgagee that submits to the Association a written notice containing its name and address, the loan number, the identifying number and street address of the mortgaged lot, and the types of actions for which the Eligible Mortgagee requests timely notice. A single notice per lot will be valid so long as the Eligible Mortgagee holds a mortgage on the lot. The board will maintain this information. A representative of an Eligible Mortgagee may attend and address any meeting which an owner may attend.

#### **13.2. MORTGAGEE RIGHTS.**

13.2.1. Termination. An action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by at least 51 percent of Eligible Mortgagees, in addition to the required consents of owners. An action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least two-thirds of Eligible Mortgagees. The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within 30 days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

13.2.2. Inspection of Books. Mortgagees may inspect the Association's books and records, including the documents, by appointment, during normal business hours.

13.2.3. Financial Statements. If a Mortgagee so requests, the Association will give the Mortgagee an audited statement for the preceding fiscal year within 120 days after the Association's fiscal year-end. A Mortgagee may have an audited statement prepared at its own expense.

13.2.4. Right of First Refusal. Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a lot does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien.

13.3. INSURANCE POLICIES. If an Underwriting Lender is a Mortgagee or an owner, at the request of the Underwriting Lender the Association will comply with the Underwriting Lender's insurance requirements to the extent the requirements are reasonable and available, and do not conflict with other insurance requirements of this Declaration.

#### **ARTICLE 14** **AMENDMENTS**

14.1. CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of this declaration may be executed by the Board alone. Otherwise, amendments to this declaration must approved by owners of at least a majority of the lots.

14.2. METHOD OF AMENDMENT. For an amendment that requires the approval of owners, this Declaration may be amended by any method selected by the Board from time to time, pursuant to the bylaws, provided the method gives an owner of each lot the substance if not exact wording of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment.

14.3. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by an officer of the Association, certifying the requisite approval of owners and, if required, Eligible Mortgagees; and (3) recorded in the real property records of every county in which the Property is located.

14.4. MERGER. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by owners of at least a majority of the lots. Upon a merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established upon any other property under its jurisdiction. No merger or consolidation, however, will affect a revocation, change, or addition to the covenants established by this Declaration within the Property.

14.5. TERMINATION. Termination of the terms of this Declaration and the status of the Property as a planned unit development are according to the following provisions. In the event of substantially total damage, destruction, or public condemnation of the Property, an amendment to terminate must be approved by owners of at least two-thirds of the lots. in the event of public condemnation of the entire Property, an amendment to terminate may be executed by the board without a vote of owners. In all other circumstances, an amendment to terminate must be approved by owners of at least 80 percent of the lots.

14.6. CONDEMNATION. In any proceeding, negotiation, settlement, or agreement concerning condemnation of the common area, the Association will be the exclusive representative of the owners. The Association may use condemnation proceeds to repair and replace any damage or destruction of the common area, real or personal, caused by the condemnation. Any condemnation proceeds remaining after completion, or waiver, of the repair and replacement will be deposited in the Association's reserve funds.

#### **ARTICLE 15** **DISPUTE RESOLUTION**

15.1. INTRODUCTION & DEFINITIONS. The Association, the owners, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

15.1.1. "Claim" means any claim, grievance, or dispute between parties involving the properties, except exempt claims as defined below, and including without limitation:

- a. Claims arising out of or relating to the interpretation, application, or enforcement of the Documents.
- b. Claims relating to the design, construction, or maintenance of the Property.

15.1.2. "Claimant" means any Party having a Claim against any other Party.

15.1.3. "Exempt Claims" means the following claims or actions, which are exempt from this Article:

- a. The Association's claim for assessments, and any action by the Association to collect assessments.
- b. An action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.
- c. Enforcement of the easements, architectural control, maintenance, and use restrictions of this Declaration.
- d. A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

15.1.4. "Respondent" means the Party against whom the Claimant has a Claim.

15.2. MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article,

15.3. NOTICE. Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Section.

15.4. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

15.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within 120 days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have 30 additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least 5 years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

15.6. TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 30 days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination

of the mediation proceedings indicating that the Parties are at an impasse. and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

15.7. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorneys' fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

15.8. ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorneys' fees and court costs.

15.9. GENERAL PROVISIONS, A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article.

15.10. LITIGATION APPROVAL & SETTLEMENT. In addition to and notwithstanding the above alternate dispute resolution procedures, the Association may not initiate any judicial or administrative proceeding without the prior approval of owners of at least 75 percent of the lots, except that no such approval is required (1) to enforce provisions of this Declaration, including collection of assessments; (2) to challenge condemnation proceedings; (3) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (4) to defend claims filed against the Association or to assert counterclaims in a proceedings instituted against the Association; or (5) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of owners in order to preserve the status quo. The board, on behalf of the Association and without the consent of owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims. This Section may not be amended without the approval of owners of at least 75 percent of the lots.

**ARTICLE 16**  
**GENERAL PROVISIONS**

16.1. COMPLIANCE. The owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

16.2. HIGHER AUTHORITY. The Documents are subordinate to federal and state law, and local ordinances. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with local, state, or federal law or ordinance.

**DRAFTER'S DICTUM**

**Users of this document should periodically review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by this document.**

16.3. NOTICE. All demands or other notices required to be sent to an owner or resident by the terms of this Declaration may be sent by ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. If an owner fails to give the Association an address for mailing notices, all notices may be sent to the owner's lot, and the owner is deemed to have been given notice whether or not he actually receives it.

16.4. LIBERAL CONSTRUCTION. The terms and provision of each Document are to be liberally construed to give effect to the purposes and intent of the Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved in favor of the operation of the Association and its enforcement of the Documents, regardless which party seeks enforcement.

16.5. SEVERABILITY. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

16.6. CAPTIONS. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

16.7. APPENDIX. The following appendix is attached to this Declaration and incorporated herein by reference: Appendix A - Description of Subject Land.

16.8. INTERPRETATION. Whenever used in the Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

16.9. DURATION. Unless terminated or amended by owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

16.10. PREPARER. The original Declaration was prepared in the law offices of Sharon Reuler of Settle & Pou, P.C., 4131 N. Central Expressway, Suite 1000, Dallas, Texas 75204. This amended and restated Declaration was prepared by Shepherds Glen Village Association.

**CERTIFICATION & ACKNOWLEDGMENT:**

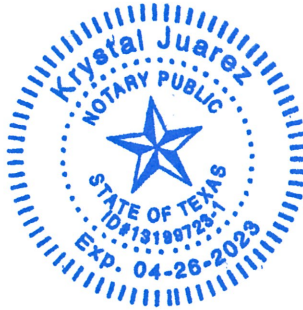
Signed this 16 day of November, 2022.

Shepherds Glen Village Association,  
A Texas non-profit corporation

By: Mark W. McGraw  
Mark W. McGraw  
Board President

STATE OF TEXAS     §  
                                  §  
COUNTY OF BELL   §

This instrument was acknowledged before me on the 16 day of November, 2022, by Mark W. McGraw, President of Shepherds Glen Village Association, a Texas non-profit corporation.



By: Krystal Juarez  
Notary Public

**AFTER RECORDING RETURN TO:**  
Shepherds Glen Village Association  
P.O. Box 283  
Salado, Texas 76571

**APPENDIX A  
DESCRIPTION OF SUBJECT LAND  
SHEPHERDS GLEN**

The 11.778-acre tract described by metes and bounds in the Field Notes for the Final Plat of Shepherd's Glen Subdivision, recorded on September 24, 2002, in Cabinet C, Slide 306-B,C, Plat Records, Bell County, Texas and Replat of Shepherd's Glen Subdivision, Lots 12, 19, 20, 24 and 25, recorded on January 23, 2009, in Cabinet D, Slide 256C, Plat Records, Bell County, Texas, including the following common areas and 20 house lots:

**HOUSE LOTS**

LOTS 1, 4 - 7 AND 11 - 25

**VILLAGE COMMONS**

LOT 8

LANDSCAPE AND FOUNTAIN INTERIOR TO MISTY MEADOW CIRCLE

PRIVATE RIGHT-OF-WAY ABUTTING LOTS 21, 22 AND 23

1.50-FOOT BY 585.94-FOOT STONE WALL COMMON AREA

**PRIVATE STREETS (ALSO VILLAGE COMMONS)**

MISTY MEADOW CIRCLE

STAGHORN LANE

BRIGADOON



**Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513**

**Instrument Number: 2022069544**

**As  
AMENDMENT**

**Recorded On:** November 16, 2022

**Parties:** SHEPHERDS GLEN VILLAGE ASSOCIATION

**To** SHEPHERDS GLEN

**Comment:**

**Billable Pages: 31**

**Number of Pages: 32**

( Parties listed above are for Clerks' reference only )

**\*\* Examined and Charged as Follows \*\***

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$125.00

**Total Fees: \$131.00**

**\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

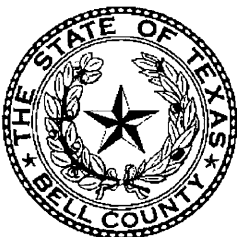
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information**

Instrument Number: 2022069544  
Receipt Number: 316718  
Recorded Date/Time: 11/16/2022 3:01:33 PM  
User / Station: fosterk - BCCCD0639

**Record and Return To:**

SHEPHERDS GLEN VILLAGE ASSOCIATION  
PO BOX 283  
SALADO, TX 76571



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly  
recorded in the Real Property Records in Bell County, Texas

Shelley Coston  
Bell County Clerk