

# **TWELVE FIVE HUNDRED PRESTON OWNERS ASSOCIATION:**

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

Amended and Restated as of June 25, 2014

and

Amended as of April, 2022



201400193714

DECLARATION 1/40 ✓

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**TWELVE FIVE HUNDRED PRESTON OWNER'S ASSOCIATION, INC.**

**June 25, 2014**

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**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**TWELVE FIVE HUNDRED PRESTON OWNER'S ASSOCIATION, INC.**

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

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TWELVE FIVE HUNDRED PRESTON OWNER'S ASSOCIATION, INC. ("**Restated Declaration**") is made and executed on the date in the signature block hereof to be effective upon recording in the Real Property Records of Dallas County, Texas (the "**Effective Date**") by Twelve Five Hundred Preston Owner's Association, Inc., a Texas nonprofit corporation ("**Association**"), for the purposes herein set forth as follows:

WITNESSETH:

**WHEREAS**, Edmor Properties, Inc. ("**Declarant**") executed that certain Provisions for the Care and Maintenance of Common Areas and Facilities of Twelve Five Hundred Preston dated December 5, 1977 and recorded same in Volume 77235, Page 0294, Real Property Records, Dallas County, Texas; and executed that certain Amendment to the Provisions for the Care and Maintenance of Common Areas and Facilities of Twelve Five Hundred Preston dated January 19, 1978 and recorded same in the Real Property Records, Dallas County, Texas; and executed that certain Declaration of Covenants and Restrictions of Twelve Five Hundred Preston dated May 26, 1978, and recorded same in Volume 78103, Page 0375, of the Real Property Records, Dallas County, Texas, (said instruments being collectively referred hereafter as the "**Declaration**"; and

**WHEREAS**, said instruments created certain restrictions and conditions on the title of the real property described on Exhibit A attached hereto (the "**Property**"); and

**WHEREAS**, Twelve Five Hundred Preston Owner's Association, Inc., a Texas nonprofit corporation, ("**Association**") was created on August 20, 2009 (in the place and stead of a previous association), to enforce and administer the covenants and restrictions of Twelve Five Hundred Preston Owner's Association, Inc.; and

**WHEREAS**, Declarant has surrendered management and control of the Association to its Members; and

**WHEREAS**, the Association, acting upon the approval of its Members, desires to amend and restate the Declaration as set forth hereafter;

**NOW, THEREFORE**, the Association makes this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Twelve Five Hundred Preston Owner's Association, Inc. with provisions for Twelve Five Hundred Preston Owner's Association, Inc., to replace the Declaration to the extent that any portion thereof is not specifically retained herein. To that end the Association hereby declares that the Property is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions, easements, charges and liens hereinafter set forth and shall hereafter be subject to the jurisdiction and assessments of the Association on the terms and provisions herein stated.

## ARTICLE I PURPOSE

The Property is encumbered by this Declaration for the following reasons: to ensure the preservation of the values and amenities in the Property and for the maintenance of Common Maintenance Areas (hereinafter defined); to ensure the best and highest use and most appropriate development, improvement, and alteration of the Property; to protect the Owners against improper use of surrounding Lots; to preserve so far as practicable the natural beauty of the Property; to encourage and secure the erection and maintenance of attractive improvements on each Lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for and sustain a development of the highest quality to enhance the value of investment made by Owners of Lots (as hereinafter defined). To this end The Association desires to subject the Property, together with such additions as may hereafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each of the Owners thereof.

## ARTICLE II DEFINITIONS

The following words when used in this Declaration (unless the context indicates otherwise) shall have the following meanings.

(a) "ACC" and "Architectural Control Committee" and "Committee" shall mean and refer to the Architectural Control Committee, its successors and assigns, established pursuant to Article IV herein.

(b) "Access Drive" shall mean and refer to each of the three areas designated upon the Plat "Common Area No. 5 of Block A/7450, Common Areas No. 1 of Block B/7450, and Common Areas No. 1 of Block C/7450". Such areas have been designated as Common Areas for access driveway, utilities, and drainage. Reference to "alleys" shall include such Access Drives; reference to "streets" shall not.

(c) "Association" shall mean and refer to TWELVE FIVE HUNDRED PRESTON OWNER'S ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns as provided for herein, created on August 20, 2009 (in the place and stead of a previous association) to enforce and administer the covenants and restrictions of Twelve Five Hundred Preston Owner's Association, Inc..

(d) "Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and Bylaws of the Association.

(e) "Common Area" shall mean and refer to all areas of the Property intended to be devoted to the common use and enjoyment of the Owners, as follows:

- (i) All of the Property other than (a) Lots and (b) the publicly dedicated streets in the Property.
- (ii) The easements upon those portions of Lots 9 and 10, Lots 15, 16 and 17, and Lots 24 and 25 of Block A, and Lots 12 and 13 and Lots 17 and 18 of Block C, hereinafter called and shown on the Plat as "Driveway Easements".
- (iii) The masonry perimeter wall constructed by the developer or reconstructed by the Association. In every case where a wall is located upon a Lot, the easement upon each such Lot appertaining to the maintenance, repair and replacing of such a wall shall also be considered as part of the Common Area.
- (iv) All structures, improvements and landscaping from time to time existing upon the Common Area designated in the previous subparagraphs (i), (ii), and (iii).

(f) "Common Facilities" shall mean and refer to all facilities, equipment, supplies and other personalty owned or leased or otherwise obtained by the Association for the Use on or in connection with the Common Area.

(g) "Common Maintenance Areas" shall mean and refer to the Common Areas and such other areas, improvements and facilities, including those lying within private easement areas or dedicated public easements or rights-of-way, as the Board from time to time may elect to maintain for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners.

(h) "Community" shall mean the Twelve Five Hundred Preston subdivision.

(i) "Declaration" shall have the definition described in the recitals above.

(j) "Easement" shall mean the right of persons other than the owner of title to land to use and have access over and across such land for a specified purpose. Easements may be for many purposes including, without limitation, maintenance, utilities, drainage, etc.

(k) "Lot" shall mean and refer to Lots 1 through 41, inclusive, on Block A, Lots 1 through 14, inclusive, in Block B, Lots 1 through 18, inclusive, in Block C, and Lots 1 through 10, inclusive, in Block D, upon the recorded Subdivision Plat of the Property.



(l) "Member" shall mean and refer to all those who own one or more Lots in the Community.

(m) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having an interest in the Lot merely as security for the performance of an obligation.

(n) "Private Drive" shall mean and refer to each of the four (4) areas designated upon the Plat as "driveway easement" and defined in the easement notes as "Access and utility easement for private drive, utility drive, and landscape development."

(o) "Property" or "Properties" shall mean and refer to the real property described on Exhibit A attached hereto and such other real property as may be annexed thereto as provided in this Declaration.

(p) "Restated Declaration" shall mean and refer to this Amended and Restated Declaration for Twelve Five Hundred Preston Owner's Association, Inc..

(q) "Residence" or "Single Family Residence" shall mean and refer to a single Family dwelling and its attached or detached garage situated on a Lot.

(r) "Setback" shall mean the distance between the home and the boundary of a Lot.

(s) "Single Family" shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

(t) "Structure" shall mean any three-dimensional object including, without limitation, houses, sheds, dog houses, gazebos, poles, driveways and walks, basketball goals, etc.

(u) "Subdivision" shall mean the portion of the Property which is subdivided for residential purposes as shown on the Subdivision Plat and may be used interchangeably with "Community".

(v) "Subdivision Plat" shall mean and refer to the map or plat of Twelve Five Hundred Preston filed for record in Volume 77248, Page 1230, Map Records, Dallas County, Texas.

### ARTICLE III USE

All Lots in the Subdivision shall be used for Single Family residential purposes except for any Lot owned by the Association. No Owner shall occupy or use his Lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private Single Family residence for the Owner or his tenant. During the construction and sales period of a Residence, a builder may erect and maintain such

structures and equipment as are customary in connection with such construction and sale, but the size and, location of any such structures or equipment shall be subject to Architectural Control Committee ("ACC") approval. All such temporary construction and sales structures shall be aesthetically compatible with the Subdivision, as determined by the ACC in its sole discretion.

No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence construction of improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or between the curb and property line.

No Owner or Owner's agent shall clear, make improvements to, plant within or disturb any Common Maintenance Area except at the written direction of the Board.

#### ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

Section 1. Members. There is hereby created an Architectural Control Committee (ACC) consisting of not less than three (3) nor more than five (5) members. The Bylaws shall establish the number of members of the Committee. The members of the ACC shall be appointed by the Board. The Board may remove members of the committee and fill any vacancies in Committee membership. A majority of Committee members may act for the Committee, and notice of its meetings shall be in accordance with rules made by the Board or by the ACC if the responsibility therefor is delegated to the ACC by the Board. Committee members shall not be entitled to compensation for their services rendered in such capacity.

Section 2. Powers. This Restated Declaration is intended to provide for a high quality residential community through a practical and effective administration of the Property. To that end the ACC is granted broad powers [i] to construe and apply the covenants and restrictions contained herein and such rules and guidelines as may be made hereafter; [ii] to control the quality of construction, design, materials, size, location, and harmony of appearance of all structures, including those on the Lots of Members; and [iii] to decide all questions arising hereunder related to the Committee's function. The ACC and its functions are governed under this Restated Declaration, the Bylaws, and rules promulgated by the Board and shall report to the Board.

Section 3. Application. No building, garage, carport, fence, wall, antenna, light, outbuilding or other Structure or improvement may be commenced, erected, altered, added onto, placed, maintained or repaired, nor may any exterior painting of any improvement be undertaken, on any Lot until, to the extent applicable, the complete plans including site plans, floor plans depicting room sizes and layouts, exterior elevations and any other plans or information deemed necessary by the ACC for the performance of its function ("Required Plans") are submitted and approved in writing by the Architectural Control Committee as to the (i) conformity and harmony of exterior design, color, type and appearance of exterior surfaces with existing structures in the Subdivision; (ii) quality of workmanship and materials, adequacy of site dimensions, adequacy of design and proper facing of main elevations with respect to nearby streets; and (iii) conformity and harmony with the other standards set forth in this Declaration and other matters as to which the ACC has been vested with the authority to render a

final interpretation and decision. The Required Plans shall be initialed by the Owner and submitted in duplicate. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

Section 4. Time. Within thirty (30) days after the Owner has submitted to the Committee the Required Plans and written notice that the Owner desires to obtain ACC approval, the Committee shall notify Owner in writing whether the Required Plans are approved or disapproved. Upon approval by the ACC, the Committee will initial and return a copy of such plans to the Owner. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ACC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event Required Plans submitted by the Owner have not been approved or disapproved within thirty (30) days after being submitted, the Required Plans so submitted will be deemed to have been approved but a deemed approval shall not permit a violation of any of the terms of this Declaration nor extend to any deviation from or alteration to the Required Plans actually submitted nor to any matter requiring a written variance. Modifications to any materials submitted to the ACC following approval by the ACC shall be resubmitted for its inspection and approval in accordance with this Article IV.

Section 5. Review. The Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one interpretation. The goal of the Committee is to encourage the construction of dwellings of good architectural design, quality and proper size compatible with the conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. Without limiting the foregoing, the ACC is authorized and empowered to consider and review any and all aspects of design, construction and landscaping which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one or more Owners or the general value of Lots in the Property. The ACC shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with the standards set forth in this Declaration, provided that the ACC shall have sole discretion with respect to all standards specified herein. One objective of the ACC is to conform generally with community standards and prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built or maintained in the Property. The ACC shall have the authority, among other things, to prohibit the use of lightweight composition roof material, to require that the colors of roofing materials be as provided in the governing documents, to regulate the construction and maintenance of awnings, to require mail boxes and address plates to be of an acceptable type, material and design, to regulate the style of chimney caps and generally to require that any plans meet the standards of the existing improvements on neighboring Lots. The ACC may from time to time publish and promulgate design guidelines regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Restated Declaration; provided, however, any such published guidelines shall not constitute the sole basis for approval or disapproval of plans, specifications and other materials submitted to the ACC for approval.

Section 6. Variances. The Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of the Declaration or to correct or avoid hardships to Owners. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit an Owner to construct, erect or install a dwelling which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling with such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to any Owner or for the denial of a request for such variance. Each request for a variance submitted hereunder shall be reviewed independently of similar requests, and the grant of a variance to any one Owner shall not constitute a waiver of the Committee's right to deny a variance to another Owner. The decisions of the Architectural Control Committee with respect to variances shall be final and binding upon the applicant.

Section 7. Decisions. All decisions of the Committee shall be final and binding, and there shall be no appeal from or procedure to alter of any action of the Committee, except by appropriate judicial procedure for injunctive relief when such action has been patently arbitrary and capricious. In the event of construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner, the Association, or the Committee may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefor provided that each such offending party shall first be given written notice of the perceived violation and the opportunity for a period of thirty (30) days following such written notice to remedy the violation prior to the filing of suit. If the offending party is in process of building a Structure of material size and cost and does not cease in the construction thereof, the Association or any Member is entitled to seek a temporary restraining order to maintain the status quo while the matter is resolved.

Section 8. Exculpation from Liability. Neither the members of the ACC, the Association, nor the officers, directors, employees, partners, members, managers, agents or representatives of any of them shall have any liability to any person submitting matters to the ACC for approval or to any Owner of property affected by any decision of the ACC by reason of mistake in judgment, negligence or malfeasance or for any other reason arising out of or in connection with approval or disapproval of matters submitted to the ACC. Any defects or errors in or omissions from the documents submitted to the ACC shall be the responsibility of the entity or person submitting the documents, and the ACC shall have no obligation to check for defects or errors in or omissions from any such documents or to check for such documents' compliance with the general provisions of this Declaration, City codes and regulations, FHA or VA regulations, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

Section 9. Standing Committee. The Architectural Control Committee shall be duly constituted and shall continue to function for the entire term of this Declaration, including any extensions thereof.

## ARTICLE V BUILDING AND USE RESTRICTIONS

Section 1. Single Family Residence. All Lots in the Subdivision shall be used only for Single Family residential purposes. Each Lot will be developed by one single-family residence and related facilities deemed appropriate by the ACC. No residential building shall remain incomplete for more than twelve (12) months after construction has commenced. The term "residential purposes" as used herein shall be held and construed to exclude any commercial use, industrial use, apartment house, hospital, clinic, house of worship, and/or professional use, and such excluded uses are hereby expressly prohibited. Business use will be permitted providing that the use conforms to zoning regulations, is not detectable by sight, sound or smell, and does not increase or obstruct vehicular or pedestrian traffic. Bonafide live-in servants may reside in the single-family residence.

Section 2. Garages. Every Residence shall have and maintain an enclosed garage large enough to accommodate under roof a minimum of two (2) full-sized automobiles; provided, however, that a covered parking area may be substituted for such enclosed garage but only if cars parked therein cannot be seen from any dedicated street in which case permission must be obtained in writing from the ACC prior to commencement of construction. No garage shall be permanently enclosed for conversion to any other use. No garage, basement, trailer, mobile home, or any similar or temporary Structure or similar improvement shall be used on any Lot as a personal dwelling residence at any time. In the event a garage door is visible from any street or alleyway, there shall be installed by the Owner an automatic remote control door opener and closer and the doors to such garage shall be kept closed when not in use.

Section 3. Parking. There shall be a minimum of four on-site parking spaces for each Lot, at least two of which shall be within the enclosed garage or covered parking area, and two of which are in the driveway. It is in the interest of all homeowners that on street parking of Owner's vehicles be limited so as to allow through traffic in the area, in particular for emergency and maintenance vehicles.

Section 4. Outbuildings. Every outbuilding, inclusive of such Structures as a detached garage (if allowed by the ACC), storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the ACC. In no instance shall an outbuilding exceed one (1) story in height other than a detached garage, nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling.

Section 5. Maximum Coverage. Not more than sixty percent (60%) of the area of a Lot may be covered by the first floor of all Structures of any kind upon the Lot including residence, garage/carport.

Section 6. Minimum Square Footage. Each single family residence must contain a minimum of the following square feet of air conditioned space (exclusive of garages and porches): [a] 2,000 square feet of air-conditioned space for a one-story residence; and [ii] 2,500 square feet of air-conditioned space for a two-story residence, of which not less than 1,750 square feet must be on the ground floor.

Section 7. Building Height. No Residence or other Structure shall exceed a height of two (2) stories plus attic space, nor a height of thirty (30) feet, and shall comply with the Comprehensive Zoning Ordinance of the City of Dallas.

Section 8. Setback/Building Line Requirements. Except as herein specifically provided, no building, garage, carport, wall or fence shall extend beyond the minimum building lines or setback lines shown on the Plat, for the front, rear and side yards. Where a garage opening faces the street or a garage or carport opening faces an Access Drive or Private Drive (1) such garage opening or such carport opening shall not, at its nearest point, be less than eighteen feet from such street right-of-way line or the Access Drive which such garage opening or carport opening faces or the nearest part of the paving of such Private Drive, whichever may be applicable, and (2) the average of the shortest and longest distances between such garage opening or carport opening and the nearest point of such street right-of-way line, Access Drive or paving shall not be less than twenty feet. A garage or carport "opening" shall mean any side or sides of a garage or carport through which autos or other items which would be kept in such garage or carport could be seen from outside other than through a neighboring window. An opening shall be considered to "face" a street, Access Drive or Private Drive if autos or other items which would be kept in such garage or carport could be seen through such opening from such street, Access Drive or Private Drive other than through a neighboring window. Walls along Zero Lot Lines, as hereinafter defined, shall extend to rear Lot lines, and the minimum rear building lines or rear setback lines shall not apply to such walls. Fences or walls may also extend to side Lot lines subject to the provisions hereinafter contained. Any part of such fence or wall between the side setback line and the side Lot line may be an extension of a wall of the Residence, garage and/or carport. Walls along or within a side setback line may extend to the rear Lot line. Any part of such wall between the front and rear building lines may be a wall of the Residence, carport, and/or garage upon the Lot, and that part of such wall, if any, between the rear setback or building line and the rear Lot line may be an extension of such wall.

Walls or other approved fences (but not parts of residences, garages, carports, or other buildings) may be built along the following Lot lines

The East Line of Lot 5, Block A

The Southwesterly Lines of Lot 6, Block A

The rear or side line of all Lots backing or siding to access driveways

Anything herein to the contrary notwithstanding, garden and screening walls may be constructed between the front property line and the building setback line provided they are not in excess of four (4) feet in height and are of materials approved by the ACC.

Anything herein to the contrary notwithstanding, a trellis not in excess of nine feet in height may be constructed between the rear property line and the rear setback line provided the



materials and plans for the construction of same have been approved by the ACC, save and except that:

- (i) it may not extend beyond the side lot setback line, and
- (ii) this right is subject to the easements granted to the Association which shall not be liable to a property owner for any damage done to trellis, landscaping, or plants in the reasonable exercise of its rights under such easement.

The Owner of a Lot may build a temporary fence on the side Lot line, other than his Zero Side Line, without regard to the side setback or building line, if the Owner of the Lot adjoining such side Lot line shall not have commenced construction upon such adjoining Lot and such fence may extend to the rear Lot line. The design of such temporary fence shall be subject to approval of the ACC. The Owner erecting such fence or his successor in ownership of the Lot shall remove such fence within fifteen (15) days after written notice from the ACC in order to accommodate construction on the adjacent Lot.

No part of a wall (i) between the rear setback line and the rear Lot line or (ii) between the side setback line and the side Lot line, shall be over eight (8) feet tall.

Section 9. Zero Lot Line Certificate. Each Owner shall, after laying out a residence on a Lot but prior to pouring a foundation, engage a licensed civil engineer or architect who shall prepare a certificate for the ACC stating that the construction as laid out on the Lot meets all zero Lot line and setback requirements of the Declaration of Covenants and Restrictions of Twelve Five Hundred Preston Owner's Association, Inc.

Section 10. Zero Side Line Lots. Each of the Lots, except for Lots 1, 27, 35 and 36; Block A, Lots 5 and 6, Block B; Lots 1, 14, and 16, Block C; and Lot 1 of Block D, has a least one Lot boundary line for which no minimum building line or "setback line" is designated upon the Plat. Such Lot lines are hereinafter called Zero Side Lines. Each Lot having a Zero Side Line is hereinafter called a Zero Side Line Lot. It is intended that the improvements to be placed upon each Lot having a Zero Side Line will be such as to afford privacy to the Lot immediately adjoining the Zero Side Line (hereinafter called the Adjoining Lot). The following provisions shall apply to such Zero Side Line, the Zero Side Line Lots and the Adjoining Lots:

(a) The Owner of a Zero Side Line Lot shall, at the time of constructing a residence upon such Lot, construct a masonry wall not less than seven (7) feet tall nor more than eight (8) feet tall along the entire Zero Side Line from the front setback line to the rear Lot line; provided, however, that if the Owner of a Zero Side Line Lot shall desire to place an eave and gutter along the Zero Side Line such Owner may set back part or all of such wall to the extent necessary to accommodate such eave and gutter.

(b) Any part of such wall between the front and rear building lines may be a wall of the Residence, carport, and or garage upon the Lot, and that part of such wall, if any, between the rear setback or building line and the rear Lot Line may be an extension of such wall, but no other part of such Residence, carport, or garage shall extend beyond such rear building line. To the extent that such wall constitutes all or any part of a wall of the Residence, carport or garage upon

the Lot, it may be two (2) stories in height. That portion of the wall, however, from the minimum rear building line or rear setback line to the rear Lot line shall not be over eight (8) feet high.

(c) Such wall, regardless of its height, shall be without windows, doors, or other openings, and shall be of solid design so as to completely avoid visibility through any part thereof.

(d) Should an Owner of a Zero Side Line Lot wish to have doors or windows on such Lot facing the Zero Side Line, which are not a part of the wall itself on the Zero Side Line, each such window or door shall be set back from the Zero Side Line a minimum distance of eight (8) feet or each such window or door, in its entirety, shall be lower than the top of the wall along the Zero Side Line.

(e) The Owner of each Zero Side Line Lot shall provide adequate guttering or other appropriate means to avoid drainage from improvements upon his Lot (other than a free standing wall on the Zero Side Line) to or upon the Lot adjacent to the Zero Side Line ("Adjoining Lot").

(f) The City of Dallas will not presently allow the eaves of any Structure upon a Zero Side Line Lot to extend over such Zero Side Line into the Adjoining Lot. If the City of Dallas shall at any time permit such extension, the extension shall be no more than one (1) foot over such Zero Side Line into the Adjoining Lot. A building permit for such extension must be submitted to the ACC.

(g) If the owner of a Zero Side Line shall set back from the Zero Side Line part or all of the wall along such Zero Side Line pursuant to the provisions contained in subparagraph (a) above, the Owner of the Adjoining Lot shall have an easement upon that portion of such Zero Side Line which lies between the wall and the Zero Side Line for the purposes of planting and using and enjoying said area, and the Owner of the Zero Side Line Lot shall not be entitled to the use and enjoyment thereof except for the purpose of building, maintaining, repairing and replacing any of the Structures along the Zero Side Line.

(h) The owner of such Zero Side Line Lot is hereby granted an easement upon the Adjoining Lot upon a strip of land six (6) feet wide along the entire Zero Side Line for the purpose of building, maintaining, repairing, and replacing any of the Structures along the Zero Side Line. Said Adjoining Lot Owner is required to provide timely access over and across the easement for such purposes. Eaves on such Adjoining Lot may overhang not more than two (2) feet into such easement and shall not be less than eight (8) feet from the ground. The Owner of the Adjoining Lot will have the right to use and enjoy the area subject to such easement and shall maintain such area, but will not place any Structures or improvements within such easement which would unreasonably interfere with such building, maintenance, repair, or replacement by the adjoining Zero Side Line Lot Owner. The Zero Side Line Lot Owner will be liable to the Adjoining Lot Owner for any damage to the Adjoining Lot (and to the land covered by the easement, if any, under subparagraph (g) above) caused by the use of such easement. The Adjoining Lot Owner may construct a fence extending to the neighboring Zero Side Line (or to the wall set back under the provision of subparagraph (a), but any such fence shall have a gate or



easily removable section not less than four (4) feet wide with the six (6) foot strip covered by this easement.

Section 11. Drainage Issues. The owner of the Adjoining Lot is responsible for creating and maintaining drainage on the side lot that is proper and sufficient to prevent water encroachment and/or water damage on, through and under the Zero Side Line wall and Adjoining Lot.

Section 12. No Merger of Lots. Two Lots may not be merged and used for the construction of one home. Each Lot shall be improved by the location thereon of one home. Use of each Lot shall be in compliance with Article III above.

Section 13. Common Screening Walls. The first Owner of Lots 26, 27, or 28, Block A, who shall begin construction of improvements upon any such Lot, or the first Owner of Lots 13, 17, or 18, Block C shall begin construction of improvements upon any such Lot (each of whom is hereinafter called "First Owner") will construct a free standing screening wall on the entire common boundary line of said Lots. The Owner of each of the other such Lots who shall construct improvements upon such other Lots (each of whom is hereinafter call a "Subsequent Owner") will pay to the First Owner a proportionate share of the cost of building such wall, based on the relative common footage. The First Owner will present the Subsequent Owners(s) reasonable evidence of the cost of such wall and the amount payable will be paid within thirty (30) days after whichever of the following dates shall be later, to-wit: (i) the date of delivery of such evidence, or (ii) the date on which the Subsequent Owner begins construction of improvements on his Lot.

(a) Such wall, regardless of its height, will be of masonry construction, will be not less than seven (7) nor more than eight (8) feet tall, will be without windows, doors or other openings, and will be of solid design so as to completely avoid visibility through any part thereof.

(b) The Owners of such Lots shall at all times be responsible for the maintenance, repair, and replacing of such wall. Any such work on any such wall shall be performed by agreement of the Owners of these Lots. In the event such Owners shall disagree upon the necessity of any such work or the manner of performing it or the person or persons or other entity to perform it, such matters shall be determined by the ACC. The Owners will share proportionately the cost of all such work.

Section 14. Perimeter Wall and Other Walls. The Declaration recites that the Declarant was to build a masonry perimeter wall of at least seven (7) feet in height along certain portions of the Subdivision. Such perimeter wall will constitute part of the Common Area owned and maintained by the Association. The Association shall have an easement upon each Lot bounding on the perimeter wall for the purpose of maintaining, repairing, and replacing the wall.

Section 15. Driveways. Automotive access to Lots adjacent to Access Drives shall be by driveways entering from such Access Drives. Automotive access to Lots 9 through 17,

Block A/7450 may be by driveways entering from either the public alley on the north side of those Lots or from Sunlight Drive.

Section 16. Underground Utilities. Underground utility service, including electric service of the type known as 120/240 volt, single phase, three wire, 60 cycle alternating current and telephone service will be made available to all Lots. It is the intent and purpose of these restrictions that utility services in the Property shall be maintained underground. Therefore, no poles, towers, or other similar Structures nor overhead lines shall be installed for any purpose on the Property without the written permission of the ACC and concurrence of the Board.

Section 17. Antennae. It is the intent of these restrictions that radio and television antennae shall, to the extent practicable and subject to Federal Communications Commission regulations, be invisible from any dedicated street. Therefore, such antenna, satellite dish, or similar Structure shall require the approval of the Committee which shall, to the extent allowed, regulate the location and visibility thereof.

(a) No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas may be maintained on any portion of any Lot, except those which are fully enclosed or retractable within the structure of the Residence. No microwave dishes, antennas, receivers or transmitters may be placed on any Lot without being fully enclosed or fully screened from public view.

(b) Except as provided in the following sentence, no satellite dish may be erected, constructed, placed or permitted to remain on any Lot without the express prior written consent of the ACC, which consent may be conditioned upon the ACC's approval of the screening of the satellite dish from the public's view and of the location of the dish which may not be visible from any street or the ground level of any adjoining Lot and may not extend above the height of any fence. Miniature satellite dishes (39 inches or less in diameter) will be permitted, provided the location and color of the dish will be subject to ACC approval prior to installation, and such dishes are not visible from the street. It is acknowledged that regulation of such dishes is subject to constraint by FCC Regulation.

(c) Towers of any kind are prohibited. Solar apparatus, if erected, must be maintained in such a way that it is screened from public view, installed in a location not visible from the street and rights of way or other parcels or portions thereof and must be approved by the ACC before erection.

Section 18. Exterior Lighting. It is the intent of these restrictions that exterior lighting will be of such nature as to serve as an effective deterrent to trespassers but also so as to cause minimum interference with residents of other Lots. The plan for such lighting will be subject to the approval of the ACC. See the nuisance provisions hereafter.

Section 19. Signs. No signs of any kind shall be displayed to the public view on any Lot, other than identification of the name and address of Owner or resident, and except for the following:

(a) Banners or pennants (e.g., school, non-religious, seasonal) of a reasonable size may be displayed but may be subject to ACC approval.

(b) One (1) professional sign of not more than nine (9) square feet advertising the property for sale. The sign may state only the name and phone number of the sellers and/or their agent.

(c) Notwithstanding the foregoing, signs used by the original home builder to advertise the property during the construction and sales period shall be permitted. Signs advertising subcontractors or suppliers are specifically prohibited.

(d) Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 10 days after the election as provided by §202.009, Texas Property Code.

(e) Signs and decorations for the purpose of holiday or religious celebrations and observances may be placed in the front yard on the property no earlier than 30 days prior to the event/date and should be removed no later than thirty (30) days after the event/date.

(f) Distressed, foreclosure and bankruptcy references are specifically prohibited.

(g) Garage sale and estate sale signs must comply with City Code. A sign advertising the sale can be placed on the property where the sale is occurring. Up to five signs may be placed at remote locations advertising the sale. Signs must be placed on private property, must have permission of the property owner and must be removed within 24 hours following the sale. A garage sale must not last for more than three (3) consecutive calendar days. Not more than two garage sales can be conducted during any 12 month period. A City permit is required to conduct a garage sale and must be present at the sale. No signs are permitted in the right-of-way or in the median. Signs placed in the right-of-way, median or on private property without the owner's permission will be removed and/or ticketed by the City.

(h) Security/alarm system signs should be professional and set back at least ten (10) feet from the front lot line. The sign should be 12 – 18 inches off the ground or may be affixed to a wall or fence and placed to face target traffic. The sign should be of standard size. No more than one sign shall be in the front yard but a second sign may be at a side or rear entrance if these entries are vulnerable to unwanted access. The Owner may adhere window and door decals on his/her property as well.

Section 20. Visibility. Anything shall be deemed to be visible from any street, alley, other Lot, or elsewhere only if it could be seen from such place after there are erected on the Lot all Zero Side Line walls and party walls which are to be built when all Lots on the Property have been improved.

Section 21. Sidewalks and Driveways. An aggregate finish concrete sidewalk must be built along the full street frontage of the Lot abutting the street curb and in accordance with

the City of Dallas Building Code; however, Lots with private drives on the street frontage may construct the sidewalk portion of the driveway in another material subject to the approval of the Architectural Control Committee. Driveways on each residential Lot will be constructed of a material in accordance with the City of Dallas Building Code. All materials and finishes require prior ACC approval. Asphalt and gravel driveways and sidewalks are specifically prohibited. The Owner has the obligation to maintain the sidewalks and driveways on his/her Lot in good repair at his/her own expense.

Section 22. Pets. No animals, livestock, poultry, exotic or dangerous pets of any type (e.g. pit bulls, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community may be raised, bred or kept on any Lot except for cats, dogs or other generally recognized household pets of a reasonable number provided that they are not kept or maintained for any commercial purposes and provided further that no more than a total of four (4) adult animals may be kept on a single Lot. Adult animals for the purpose of this Declaration shall mean and refer to animals one (1) year or older. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance or posing a safety threat to the other residents.

Section 23. Garbage and Debris Removal. No Lot may be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup as applicable. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, right of way or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers and receptacles authorized by local governmental authorities may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

Section 24. Temporary Structures. Except for a storage facility approved by the ACC, no Structure of a temporary character such as, without limiting this provision, a trailer, tent, shed, garage, barn or other outbuildings shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot. Temporary religious or other Structures must not be visible from the street, other Lots, or Common Areas and shall not be on the Lot for more than two weeks without ACC approval. All Structures of a temporary character must be approved by the Architectural Control Committee.

Section 25. Vehicles. No trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a three-quarter (3/4) ton pick-up, or wrecked, junked or inoperable vehicle may be kept, parked, stored or maintained on any portion of the front yard area of a Lot nor shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots or dwelling and

streets. Intermittent overnight parking of trailer, motor home, tent, boat, recreational vehicle or travel trailer for a period of time not to exceed twenty-four (24) consecutive hours will be permitted. No dismantling or assembling of an auto, trailer, any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ACC shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination and notification by the ACC, the vehicle and/or accessory shall be removed or otherwise brought into compliance with this paragraph. No vehicles, trailers, implements or apparatus may be parked on any easement or Common Area. All matters set forth in this Article requiring approval shall require the express written approval, in advance, of the ACC.

Section 26. Maintenance. All yards, lawns, sidewalks and alleys shall be kept neat and well maintained. All grass and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from each Lot and adequate landscape replacements promptly installed. Lawns must be properly maintained (not to exceed four inches [4"] in height), and fences must be repaired and maintained. No objectionable or unsightly usage of Lots which is visible to public view will be permitted. Excess building materials shall not be stored on any Lot unless in a fenced area out of public view, and any materials not needed for construction and any building refuse shall promptly be removed from each Lot.

Section 27. Landscaping. All front yards and side yards on all Lots must be planted with grass or other ground cover exclusive of any landscaped areas, and all front yards shall be improved with an automatic irrigation system. The front yard of all Lots shall be improved with at least two (2) three and one-half inch (3.5") caliper trees measured twelve inches (12") above grade. The foundation of the front elevation of all Living Units shall be screened with shrubs or other permanent landscaping. Decorative ground cover rock in the front and side yards may not exceed twenty five percent (25%) of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, landscape timbers, sodding or landscaping. Allowances may be made for areas left in their natural state depending on their appearance.

Section 28. Nuisances.

(a) No noxious or offensive activity may be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(b) No Owner or occupant may perform any work that will impair the structural soundness or integrity of another Residence or impair any easement.

(c) No exterior lighting of any sort may be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property. As stated elsewhere herein, it is intended that lighting be sufficient to facilitate greater security in the Community.

(d) No exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively to protect the Lot and improvements situated thereon or entry door and patio intercoms) shall be placed or used upon any Lot.

(e) All matters set forth in this Article requiring approval shall require the express written approval, in advance, of the ACC.

#### Section 29. Personal Conduct of Members

While these covenants relate primarily to the construction and maintenance of the Property, it is important to the quiet enjoyment of the Residences by all Owners, that the personal conduct of residents in the Property not, in itself, constitute a nuisance. Therefore, NOTICE IS HEREBY GIVEN THAT no noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance within the Property or any portion thereof. Loud, boisterous, drunken, or threatening conduct, on the part of any Member or resident, tenant, or invitee, or vandalism, or trespassing on the Lot of another Owner, or any activities which injure or may injure persons or property shall, without limitation, be defined as "Offensive Activity". Cumulative of any other fines, penalties or damages provided herein, upon a complaint from any Owner of tenant of an Owner, and after such investigation as the Board may deem appropriate, a written notice shall be sent by the Board (or the Management Company or attorney retained by the Board) to the Owner of the Lot occupied by the person or person violating this provision (and to the occupant if other than the Owner) specifying the nature of the complaint and making formal demand that it cease. If the offending party is a tenant, the Owner shall have 30 days from formal notice to remove the offending tenant or to otherwise insure that the Offensive Activity does not recur. The Owner, and, if enforceable, the offending party, shall thereafter be subject to a fine to be determined by the Board not to exceed \$500.00 for each subsequent violation. The violation fines shall be levied against the Owner and, if applicable and enforceable, the tenant or other offending party, as a special assessment. The assessment shall include interest at 18% or the highest permissible rate whichever is less, and reasonable attorney's fees (if incurred).

Section 30. Obligation of Owner for Property. The obligation of an Owner for compliance with the covenants and restrictions herein shall not be released or diminished by his/her property being occupied by a tenant or other residents.

### ARTICLE VI UTILITY EASEMENTS

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change or impede the direction or flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither the Association nor any utility company using the easements herein referred to shall be liable for any damage done by them or their

assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

(b) There is hereby created a right of ingress and egress across, over and under the Properties for the sole purpose of installing, replacing, repairing and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas and appurtenances thereto.

## ARTICLE VII MAINTENANCE EASEMENTS

(a) The Association hereby reserves unto itself and its assigns an easement upon and across Lots as shown and depicted on the Subdivision Plat within which the Association shall have the right to construct, reconstruct, clean, repair and maintain a perimeter and entry fence or wall, entry monuments and signage, and other Common Facilities having such design and features and being constructed of such materials, as the Association shall determine in its discretion, and such plants, vegetation and landscaping as the Association may determine. The Association and its assigns shall have a general right of access upon such Lots for the purpose of repair, maintenance and cleaning of any Common Facilities so constructed pursuant to the power hereby reserved and for the purpose of maintaining and replacing any landscaping or vegetation lying in the easement area. The easement area and Common Facilities constructed or installed therein shall be maintained by the Association in good repair and condition.

(b) In the event that any Owner fails to maintain his Lot as required herein or in the event of emergency, the Association shall have the right, but not the obligation, to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and repair of the Property. As provided in Article X below the Owner shall bear the cost of such maintenance or repairs and the obligation shall be secured in the assessment lien provided in Article XIII below. Entry upon the Lot as provided herein shall not be deemed a trespass, and neither the Association, nor any officer, director, partner, member or manager thereof, shall be liable for any damage unless such damage is caused by willful misconduct or gross negligence.

## ARTICLE VIII DRAINAGE EASEMENTS

Easements for drainage throughout the Subdivision are reserved as shown on the Subdivision Plat. No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Residence may:

(a) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;



(b) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the ACC and the City of Dallas;

(c) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements, except that a fence may be erected over a drainage easement so long as such fence does not impede the flow of water;

(d) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(e) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the ACC, Board, or the Association, and neither the ACC, the Board, the Association nor any officer or agent thereof shall be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the Subdivision.

#### ARTICLE IX ANNEXATION OF ADDITIONAL PROPERTIES

At any time the Board may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein and subject to such other or different terms, covenants, conditions, easements and restrictions as may be imposed thereon. No such annexation shall be effective unless approved in writing by Owners constituting at least two-thirds (2/3) of the outstanding votes of the Members of the Association present or represented by proxy at a duly called meeting. Such annexation shall be evidenced by a Declaration of Annexation executed by the President of the Association to verify approval of the Association and executed by the owner[s] of the property to be annexed. Nothing herein contained shall establish any duty or obligation on the part of the Association or any Owner to annex any property to this Declaration, and no owner of property excluded from the Declaration shall have any right to have such property annexed thereto.

#### ARTICLE X ENFORCEMENT

If the Owner of any Lot, or his heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, acting through the Board of Directors, or any Owner to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant may result in irreparable damage to the Association and other Owners; thus the breach of any provision of this Declaration may not only give rise to an action



for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorneys' fees. The Architectural Control Committee and the Association, shall not be charged with any affirmative duty to police, control or enforce the terms of this Declaration, and these duties shall be borne by and be the responsibility of the Owners.

In lieu of the above, if an Owner fails after thirty (30) days written notice from the Board to cure a violation of the covenants, the Board may in its sole discretion cause the violation to be cured and assess the Owner for the cost thereof. The assessment shall be secured by the lien referenced in Article XIII below.

#### ARTICLE XI SECURITY

Security may be provided by the Association from time to time as determined by the Board; provided, however, the Association is not now a provider of security, nor shall it be obligated to provide security. Each Owner bears responsibility for providing security for his/her home and property.

#### ARTICLE XII ATHLETIC EQUIPMENT

Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within ten feet (10') from the front property line of any Lot or the side lot lines of corner lots in the Subdivision without the prior written consent of the ACC. All basketball backboards shall be of a clear, see-through material and all supporting poles and stanchions shall be painted either black or dark hunter green.

#### ARTICLE XIII COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Assessment. Each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The amount of each assessment shall be equal for the 83 Lots. No Member may exempt itself from liability for the assessments provided for herein by the non-use of the Common Area or Common Facilities, by the abandonment or sale of the lot or in any other manner. To secure payment of the annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, there is hereby granted in favor of the Association a continuing lien upon the property against which each such assessment is made. A power of sale is granted to the Association and its designee to foreclose the lien by non-judicial sale. Each such assessment, together with such interest thereon and costs of collection including reasonable attorneys' fees, shall also be the personal obligation of the person

who was the Owner of such property at the time the obligation accrued. The lien for unpaid assessments shall remain on the Lot if title passes to a successor in title.

Section 2. Purpose. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, the administration of the Association, and in particular, for the improvement, maintenance, replacement, and operation of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

Section 3. Annual Assessments. The annual assessments for Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs, including reserve funds, of the Association during the year for which the assessment is being made. The assessment and budget shall be furnished to the Members for approval by a majority of Members in person or by proxy at a meeting duly called at which a quorum is present.

Section 4. Adjustments. The annual assessment may not be increased by more than ten percent (10%) above that of a previous year without the approval of the Members as hereinafter provided. Any increase in the annual assessment of more than ten percent (10%) above that of a previous year shall require the approval of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for that purpose. The quorum required for any action authorized herein above shall be as follows: Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all Members, or delivered to their residences, not less than thirty (30) days in advance of the meeting. At the first meeting called as provided above, the presence at the meeting of Members or of proxies entitled to cast twenty percent (20%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, the Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Special Assessments. In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a special assessment on improved Lots only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Maintenance Areas, or for such other lawful purpose related to the use of the Properties as the Board of Directors or the Owners may determine, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners of improved Lots who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners of improved Lots at least thirty (30) days in advance and shall set for the purpose of the meeting. A Lot shall be deemed to be an "improved Lot" when construction of a Residence thereon is completed and closing of a sale thereof has taken place, or when the Residence is occupied as a residence, whichever first occurs.

Section 6 Date[s] of Payment. Annual assessments are made and billed semi-annually on January 1<sup>st</sup> and July 1<sup>st</sup> of each year and are due by the tenth (10<sup>th</sup>) day of the month in which dues are assessed ("**Assessment Date**"). A twenty-five dollar (\$25.00) late payment fee will be assessed against any Member who has not paid within thirty-one (31) days of each billing

date. Any Member who has not paid any assessments and any late fees within sixty (60) days of the scheduled billing date will be additionally assessed interest at the rate of ten percent (10%) per annum and a Notice of Lien may be filed against the Member's Lot on behalf of the Association at the Member's expense, at the direction of the Board of Directors.

Owners shall be obligated for annual assessments from and after the date of purchase of a Lot, with the annual assessment for any partial year of ownership of a Lot being an amount which bears the same relationship to the annual assessment provided for above as the remaining number of months in that year bear to twelve. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Budget. In December of each year the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following calendar year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid.

Section 8. Effect of Non-Payment of Assessments: The Lien, Remedies of the Association.

- (a) Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the greater of [i] the rate of twelve (12) percent per annum, or [ii] 2% over prime, except that no interest provided for above shall exceed the limit for legal interest as provided by the usury laws of Texas.
- (b) Upon written notice to an Owner, and the expiration of thirty (30) days following such notice, the Association may bring an action at law against the Owner personally obligated to pay the same to enforce such Owner's payment obligation, and the Association may foreclose its lien against the Owner's Lot.
- (c) Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association and to enforce the power of sale in connection with said lien.
- (d) A power of sale is hereby reserved by the Association and may be granted to one or more trustees appointed by the Board to execute the assessment lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all other Owners.
- (e) No Owner shall be freed of liability for any assessments provided for herein by virtue of non-use of Common Area, or non-existence of Common Area. Under current

Texas law the Association is required to file an application to the district court of Dallas County and obtain approval prior to filing notice and conducting a non-judicial foreclosure sale on a Lot.

Section 9. Costs and Fees. In addition to the foregoing charges for delinquent accounts, each Owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association and such reasonable late charges and collection charges as the Board of Directors may establish, all of which shall also be subject to the lien of the Association.

Section 10. Subordination of the Lien to Mortgages. The lien to secure payment of assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now existing or hereafter existing and encumbering a Lot to secure any purchase money or home improvement loan, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien securing any such subsequent assessment.

Section 11. Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

ARTICLE XIV  
MAINTENANCE FUND AND GENERAL POWERS AND DUTIES  
OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Maintenance Fund. The Board, for the benefit of the Owners, shall establish and maintain a maintenance fund into which shall be deposited the annual assessments collected from Owners and which maintenance fund shall be used to improve, beautify, maintain, manage and operate the Common Maintenance Areas and to operate and manage the Association so as to promote the recreation, health, safety, convenience of the Members. Such uses may include, without limitation, payment of the following:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

(b) Care and preservation of the Common Maintenance Areas.

(c) If the Association chooses by majority vote, the services of a professional person or management firm to manage the Association or any separate portion thereof under the direction of the Board of Directors, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty, upon ninety (90) days' prior written notice to the managing party) and the services of such other personnel as the Board of Directors or the manager may determine.

(d) Legal, accounting, architectural and engineering services.

(e) A policy or policies of insurance insuring the Association and its directors and officers against any liability to the public or to the Owners (and/or invites or tenants) incident to the operation of the Association in such amounts as determined by the Board of Directors.

(f) Workers compensation insurance to the extent necessary to comply with any applicable laws.

(g) Such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable.

(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

(i) Perpetual maintenance and enhancement of any Common Maintenance Area.

(j) Costs and expenses, including professional services, incurred by the ACC in the exercise of its duties and responsibilities.

(k) Establishing a reserve fund for the periodic maintenance, repair and replacement of improvements in the Common Maintenance Areas, the purpose of any such reserve fund so established by the Board being to ensure the continuous and perpetual use, operation, maintenance and supervision of the Common Maintenance Areas. The amount of the reserve to be included in the assessments will be fixed by the Board.

(l) Doing any other thing or things necessary or desirable in the judgment of the Board to keep the Property neat, clean, in good order and repair and safe, or which is considered to be for the general benefit of the Association and its Members.

The judgment of the Board in the expenditure of the maintenance fund shall be final and conclusive so long as such judgment is exercised in good faith.

Section 2. Powers and Duties of Board. The Board, for the benefit of the Members, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Articles of Incorporation or Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes and with regard to the Common Areas, if any, on behalf of the Association.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to governing the business and affairs of the Association.

(d) To protect or defend the Common Maintenance Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument signed by Members constituting a majority of the outstanding votes of the Members.

(f) To make available for inspection by Members within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Members at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(i) To collect all assessments and enforce all penalties for non-payment including the enforcing of liens and institution of legal proceedings.

(j) To retain the services of attorneys, accountants and any other person or service provider reasonably necessary for the operation and management of the Association.

(k) The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund, and the exclusive right and obligation to manage the business and affairs of the Association.

(l) The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity, including a professional management company to operate and manage the Association, for the performance of services which the Board is not otherwise required to perform pursuant to the terms hereof, any such contract to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

Section 3. Indemnification. The Association shall indemnify its directors and officers to the fullest extent provided by the Texas Non-Profit Corporation Act as the same exists or may hereafter be amended.

#### ARTICLE XV TITLE TO COMMON AREAS

The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of the Association to establish additional Common Area.

The Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its officers, directors and Members covering occurrences on the Common Areas. The policy limits shall be determined by the Board of Directors. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of Members, members of the Board, officers of the Association and the management company retained by the Association (if any), insuring them against liability.

Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, Members, members of the Board, officers, the management company and other insureds, as their interests may be determined.

The Association shall not convey or mortgage any Common Area without the affirmative vote of two-thirds (2/3rds) of the outstanding votes of the Members.

#### ARTICLE XVI DURATION AND AMENDMENT

(a) This Declaration shall remain in force and effect until January 1, 2050, at which time, the term of this Declaration shall be automatically extended for successive periods of ten (10) years each, except as otherwise hereinafter provided. Upon expiration of the initial or any extended term, the Members may elect to terminate this Declaration upon vote of Owners constituting two-thirds (2/3rds) of the outstanding votes of the Members. In that event, the Board shall cause written evidence of such termination to be recorded in the Official Public Records of Real Property of Dallas County, Texas.

(b) This Declaration may be amended by the approval of a majority of all of the Members of the Association by vote, in person or by proxy or by absentee ballot, at either a duly called meeting or by written instrument executed by a majority of Members. Any such amendment shall be filed of record in the Official Public Records of Real Property of Dallas County, Texas. Notwithstanding the foregoing, in response to any governmental or quasi-governmental requirement, particularly with respect to those agencies directly or indirectly involved in, or having an impact on, mortgage financing, the Board shall have the right and privilege to amend, this Declaration to conform to such governmental requirements. The Board shall also have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

#### ARTICLE XVII GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN DALLAS COUNTY, TEXAS AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OF PROVISIONS



HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN DALLAS COUNTY, TEXAS.

ARTICLE XVIII  
INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible or more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. The Board of Directors shall be the final arbiter in case of any disagreement as to the interpretation of a provision hereof.

ARTICLE XIX  
OMISSIONS

If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

ARTICLE XX  
GENDER AND GRAMMAR

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

In the event of conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

ARTICLE XXI  
RULES AND REGULATIONS

The Association is charged with administering and enforcing those certain covenants, conditions and restrictions contained in this Declaration and other documents described on page 1 hereof. In order to comply with Chapter 202 and 209 of the Texas Property Code the following Rules and Regulations are hereby adopted to be filed in the County where the Property is located in accordance with Section 202.006 of the Texas Property Code.

In order to comply with Section 202.007(d) of the Texas Property Code and to ensure uniformity throughout the Community, the following Rules and Regulations are hereby promulgated:



Section 1. Composting Devices.

(a) The ACC may regulate any composting device, irrigation system or like improvement, equipment or device by placing certain restrictions upon them, including but not limited to restrictions on size, type, shielding, materials and location as long as the economic installation of the device on the Property where there is reasonably sufficient area to install the device is not prohibited.

(b) No composting device or like improvement or equipment shall be installed in or on property:

- [i] owned by the Association;
- [ii] owned in common by the members of the Association; or
- [iii] in an area other than the fenced yard or patio of a property owner.

Section 2. Irrigation Systems.

The ACC, in conformity with the Declarations, may, in its discretion, regulate the installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purposes. Although such limitations may be determined by the Board on a case-by-case basis, as plans for such devices are submitted, such limitations shall include the requirement that no devices may protrude above the yard or patio fence line and must remain hidden from public view.

Section 3. Harvested Rainwater Device and/or Rain Barrels.

(a) The ACC may regulate harvested rainwater devices, rain barrel(s) or like improvements, equipment, or other such devices by placing certain restrictions upon them, including but not limited to restrictions on size, type, shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area as long as such restriction does not prohibit the economic installation of the device on the property and there is reasonably sufficient area on the property in which to install the device.

(b) No harvested rainwater device, rain barrel(s) or like improvement or equipment shall be installed in or on property:

- [i] owned by the Association;
- [ii] owned in common by the members of the Association; or
- [ii] located between the front of the property owner's home and an adjoining or adjacent street.

(c) No harvested rainwater device, rain barrel(s) or like improvement or equipment shall be installed in or on property if the barrel or system:

[i] is of a color other than a color consistent with the color scheme of the property owner's home; or

[ii] displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

(d) At the ACC's discretion, the use of gravel, rocks or cacti in a composting device, irrigation system, harvested rainwater device, rain barrel(s) or like improvement or equipment may be prohibited.

#### Section 4. Solar Energy Devices.

(a) In accordance with Section 202.010 of the Texas Property Code, the Rules and Regulations promulgated herein supersede any conflicting provisions in the Association's governing documents. Any provision in the Association's governing documents that prohibits or restricts installation of a solar energy device, excepting those contained herein, is void. Solar Energy Device has the meaning assigned by Section 171.107 of the Tax Code.

(b) Solar Energy Devices may only be installed with prior approval by the ACC, in accordance with the Declaration. Approval or Denial by the ACC shall be in writing. Within fourteen (14) days of plan submission, the ACC will either approve or deny said plans, or the ACC may request additional information from the owner, to be submitted to the ACC within seven (7) days of request. In the event such Additional information is not received, the submitted plans will be considered denied. The ACC may deny such plans if the Board determined in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

(c) A Solar Energy Device is prohibited if it:

[i] threatens the public health or safety;

[ii] violates a law;

[iii] is located on property owned or maintained by the Association;

[iv] is located on property owned in common by the members of the Association;

[v] is located in an area on the property owner's property other than on the roof of the home; or in a fenced yard or patio owned and maintained by the property owner; is mounted on the roof of the home and extends higher than or beyond the roofline; or is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10% above the energy production of the device if located in an area designated by the Association; or does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze or black tone commonly available in the marketplace; if located in a fenced yard or patio, is taller than the fence line; as installed, voids material warranties; or was installed without prior approval by the Board or ACC.

#### Section 5. Roofs:

(a) In accordance with Section 202.011 of the Texas Property Code, the Rules and

Regulations promulgated herein supersede any conflicting provisions in the Association's governing documents. Any provision in the Association's governing documents is void if it prohibits or restricts a property owner who is otherwise authorized to install shingles on the roof of the property from installing shingles that:

- [i] are designed primarily to be wind and hail resistant; provide heating and cooling efficiencies greater than those provided by customary composite shingles; or provide solar generation capabilities; and

- [ii] when installed: resemble the shingles used or otherwise authorized for use on property in the subdivision; are more durable than and are of equal or superior quality to the shingles described in the governing documents; and match the aesthetics of the property surrounding the owner's property.

(b) Shingles installed under Section (a) above must:

- [i] resemble the shingles used or otherwise authorized for use on property in the subdivision;

- [ii] be more durable than and of equal or superior quality to the shingles described by the governing documents; and

- [iii] match the aesthetics of the property surrounding the owner's property.

Section 6. Flag Display.

(a) In compliance with Section 202.011 of the Texas Property Code, the Association shall not prohibit an owner from the display of the flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces. However, the Association may and therefore does place the restrictions outlined herein upon the display of such flags. The display of all other flags is prohibited, other than as stipulated in Article V, Section 19.

(b) The flag of the United States must be displayed in accordance with 4 U.S.C. Section 5-10.

(c) The flag of the State of Texas must be displayed in accordance with Chapter 3100, Government Code.

(d) A flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.

(e) The display of a flag, or the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of records.

(f) A displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.

(g) No flagpole may exceed 20 feet, and only one flagpole may be installed or erected

upon a property. The location of any flagpole must be approved by the ACC, and ACC can, at its discretion, deny any proposed location except that such denial may not prevent the installation or erection of at least one flagpole per property that is not more than 20 feet in height and may not violate any provision of the Texas Property Code.

(h) No flag may be larger than 3 x 5 feet, and only one United States flag, one Texas flag and one military flag may be flown, for a total not exceeding three flags.

(i) In the event that lights are used to display a flag, the ACC, at its discretion, may regulate the size, location and intensity of any lights used.

(j) Flag clips must be used on any flag to abate noise.

(k) No owner may locate a flag or flagpole on property that is owned or maintained by the Association, or owned in common by the members of the Association.

#### Section 7. Certain Religious Items.

In order to comply with Section 202.018 of the Texas Property Code and to ensure uniformity throughout the Community, the following Rules and Regulations are hereby promulgated:

(a) The Association shall not prohibit an owner or resident from displaying or affixing on the entry to the owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief. However, the Association may and therefore does place the restrictions outlined herein upon the display of such religious symbols. The display of all other religious symbols found to violate these provisions is prohibited. Additionally, these guidelines apply to religious symbols on the entry of the dwelling only, as described in Section 2(b) below. All other religious symbols fall under the guidelines previously established in the Declaration.

(b) No religious item shall be displayed or affixed on the entry to the owner's or resident's dwelling unit that:

- [i] is not motivated by the owner's or resident's sincere religious belief;
- [ii] threatens the public health or safety;
- [iii] violates the law;
- [iv] contains language, graphics, or any display that is patently offensive to a passerby;
- [v] is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
- [vi] individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.

(c) No owner or resident is authorized to use a material or color of an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the restrictive covenants governing the dwelling.

(d) The Association may remove an item displayed in violation of these guidelines.

Section 8. Effect of Rules and Regulations.

These Rules and Regulations shall supplement all other Rules and Regulations and supersede and render null and void any previously adopted Rules and Regulations only to the extent that the terms of such Rules and Regulations are contradictory. Additionally, these Rules and Regulations, to the extent that they contradict any governing document, including the Declaration, will supersede such document due to the fact that these Rules and Regulations are being enacted to directly mirror the wording of the newly enacted sections or amendments to the Texas Property Code, which is itself controlling.

This is to certify that the foregoing Rules and Regulations were adopted by the Board of Directors, in accordance with the Texas Property Code.

ARTICLE XXII  
ADDITIONAL INFORMATION

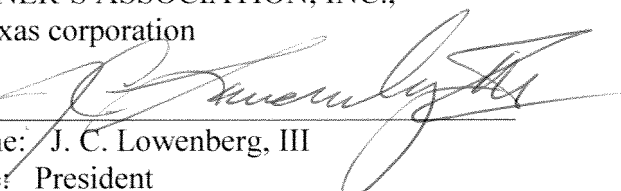
Architectural design guidelines for the Subdivision, rules and regulations of the Association (in addition to those set forth in Article XIII above), and other documents and information which may affect an Owner, prospective Owner, builder, or contractor for improvements to a Lot are maintained at the offices of the Association at the address of the Registered Agent of the Association (typically the Treasurer) in the City of Dallas, County of Dallas, State of Texas. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to this Declaration to determine his/her rights and obligations.

Exhibit A - Property Description

[Signature Page Follows.]

EXECUTED as of the Effective Date by the President of the Association to evidence the approval hereof by the required vote of the Members of the Association at a duly called meeting duly conducted on June 25, 2014.


TWELVE FIVE HUNDRED PRESTION  
OWNER'S ASSOCIATION, INC.,  
a Texas corporation

By:   
Name: J. C. Lowenberg, III  
Title: President

STATE OF TEXAS       §  
                                     §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on July 29<sup>th</sup>, 2014, by J. C. Lowenberg, III, President of Twelve Five Hundred Preston Owner's Association, Inc., a Texas nonprofit corporation, on behalf of said entity.



  
Notary Public in and for the State of Texas

**AMENDMENT TO AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TWELVE FIVE HUNDRED PRESTON OWNER'S ASSOCIATION, INC.**

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

THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TWELVE FIVE HUNDRED PRESTON OWNER'S ASSOCIATION, INC. (this "**Amendment**"), is made and executed on the date in the acknowledgement below to be effective upon recording in the Official Public Records of Dallas County, Texas (the "**Effective Date**"), by Twelve Five Hundred Preston Owner's Association, Inc., a Texas nonprofit corporation (the "**Association**").

RECITAL

The Association, acting upon the approval of its Members, and in compliance with the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Twelve Five Hundred Preston Owner's Association, Inc. (the "**Declaration**"), filed and recorded August 1, 2014, as Document Number 201400193714 in the Official Public Records of Dallas County, Texas, and the Amended and Restated Bylaws of Twelve Five Hundred Preston Owners Association, Inc. (the "**Bylaws**"), filed and recorded August 1, 2014, as Document Number 201400193904 in the Official Public Records of Dallas County, Texas, hereby amends the Declaration as set forth herein.

**NOW, THEREFORE**, the Association hereby declares that the Property is and will be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration as amended by this Amendment, and hereafter will be subject to the jurisdiction and assessments of the Association on the terms and provisions stated in the Declaration, as amended hereby.

**1. Amendment of Section 1 of Article V.**

Section 1 of Article V, BUILDING USE AND RESTRICTIONS, is amended to add the following:

The rental of a Residence is prohibited unless the term is for a minimum period of six months. Nightly rentals and short term transient occupancy are prohibited. Leases must require tenants to comply with the Association's rules, regulations and restrictions for the use of the Common Areas and Common Facilities. Within a week of the occupancy of a Residence by tenants, the Owner must submit a copy of the fully executed lease to a member of the Association's Board of Directors. The Association, acting through the Board of Directors or the Architectural Control Committee, has the authority to enforce these restrictions and covenants as provided in Article X of the Declaration, and violations by Owners or their tenants will subject Owners to penalties.

**2. Use of Capitalized Terms.** All capitalized terms not specifically defined herein will have the meanings attributed to them in the Declaration.

EXECUTED as of the Effective Date by the President of the Association to evidence the approval hereof by the required vote of the Members of the Association at a duly called meeting that was duly conducted on April \_\_\_, 2022.

TWELVE FIVE HUNDRED PRESTON OWNER'S  
ASSOCIATION, INC., a Texas nonprofit corporation

By: \_\_\_\_\_  
Name: Hugh Hackney  
Title: President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on April \_\_\_, 2022, by HUGH HACKNEY, President of Twelve Five Hundred Preston Owner's Association, Inc., a Texas nonprofit corporation, on behalf of said entity.

\_\_\_\_\_  
Notary Public in and for The State of Texas