

**KELLER SADDLEBROOK ESTATES HOMEOWNERS ASSOCIATION
SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

The Keller Saddlebrook Estates Homeowners Association ("Association"), a non-profit corporation organized and existing under the laws of Texas, consisting of members that are the owners of certain real property in the City of Keller, Tarrant County, State of Texas, makes this Declaration of Covenants, Conditions, and Restrictions ("Declaration") concerning the residential subdivision known as Saddlebrook Estates. This Declaration revokes all previous Declarations and dedicatory instruments amending the Declaration.

The Association desires that Saddlebrook Estates constitute a single residential community with access, use, and rights and obligations toward the ownership, operation, and maintenance of community facilities, open space, and other amenities, and that such are also benefited and burdened by the same land-use restrictions and controls; to provide minimum construction, use, and maintenance restrictions to promote and assure that Saddlebrook Estates is a quality residential community; and to enhance and protect the value, desirability, and attractiveness of Saddlebrook Estates.

Therefore, the Association declares that all of the real property described in Exhibit A below shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions. These easements, covenants, conditions, and restrictions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof, and their heirs, successors, and assigns, and shall benefit the Association and each of its members.

1. DEFINITIONS

- 1.1 Association: the Keller Saddlebrook Estates Homeowners Association, its successors and assigns.
- 1.2 Areas of common responsibility: any designated landscape maintenance easements, perimeter masonry walls not otherwise maintained by the City of Keller or another property owner and such other improvements, if any, including irrigation systems, lighting, entrance monuments, signs, and rights-of-way landscaping, all as designated by the Board of Directors of the Association in its Manual of Operations.
- 1.3 Articles of Incorporation: the document filed with the Texas Secretary of State to incorporate the Keller Saddlebrook Estates Homeowners Association, which functions as the state license to form a corporation and function as a separate legal entity. It is filed in the real property records of Tarrant County, Texas.
- 1.4 Bylaws: the rules, regulations, and procedures, required by the state to be prepared and maintained by the Board of Directors and approved by the Association, that govern the internal management of the Association, and which is filed in the real property records of Tarrant County, Texas.
- 1.5 Declaration: this Declaration of Covenants, Conditions and Restrictions, which is approved by the Association and filed in the real property records of Tarrant County, Texas.
- 1.6 Governing Documents: the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions, and the Bylaws.
- 1.7 Lienholder: the holder of a first mortgage lien on a residence.
- 1.8 Lot: a portion of the property designated on the Subdivision Plat, excluding streets, alleys, and any areas of common responsibility.

- 1.9 Management Agent: a company with which the Association is contractually engaged for operation and management of the subdivision and the performance of the Association's obligations under this Declaration.
- 1.10 Manual of Operations: the document, prepared and maintained by the Board of Directors, that provides current information required by the governing documents. The Manual of Operations has no controlling authority and creates no additional responsibilities for members of the Association, but is for informational purposes only.
- 1.11 Member: every person or entity who is an owner of property in the subdivision.
- 1.12 Owner: the record owner of fee simple title to any lot, but shall exclude those having such interest merely as security for the performance of an obligation.
- 1.13 Property or Subdivision: real property known as Saddlebrook Estates, described in Exhibit A below.
- 1.14 Residence: a single-family residential unit constructed on a lot, being part of the property, including the parking garage utilized in connection with the unit, and the lot upon which the unit is located.
- 1.15 Subdivision Plat: the three Owner's Certification of Final Plat, filed in the Plat Records of Tarrant County, Texas, and referenced in Exhibit A below.

2. GENERAL PROVISIONS

- 2.1 Easements Easements for the installation, operation and maintenance of all public utilities desiring to use same and for drainage facilities are reserved for the purposes indicated as shown on the subdivision plat. General ingress and egress easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the lot property lines to the residences located thereon. Each public utility utilizing such easements reserves the right to remove and replace or remove and keep removed any obstruction to the operation of such public utilities located within said easements.
- 2.2 Severability and Warranty of Enforceability Invalidity of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. The Association makes no warranty or representation as to the present or future validity or enforceability of this Declaration or any covenant or restriction herein.
- 2.3 Term and Amendment This Declaration shall run with and bind the property, and shall benefit and be enforceable by the Association or the owner of any lot subject to this Declaration, their respective heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the real property records of Tarrant County, Texas, after which time this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by at least sixty-six percent (66%) of the total outstanding votes held by members at a meeting at which a quorum is present. Any and all amendments shall be recorded in the real property records of Tarrant County, Texas.
- 2.4 Headings and Grammar The headings contained in this Declaration are for reference purposes only and shall not affect the meaning or interpretation of this Declaration. The singular wherever used in this Declaration shall be construed to mean the plural when applicable, and such grammatical changes required to make these provisions apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

3. HOMEOWNERS ASSOCIATION

- 3.1 Formation and Governance The Association shall be maintained as a non-profit corporation in good standing under the laws of the State of Texas, and its business and affairs shall be managed by a Board of Directors. Management and governance of the Association shall be implemented in accordance with the governing documents, all of which shall be recorded in the real property records of Tarrant County, Texas. A Manual of Operations shall be maintained by the Board of Directors to provide current information necessary for executing the governing documents.
- 3.2 Membership Each owner, by acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, shall automatically become a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one (1) membership. When a lot has more than one (1) owner, all owners shall be members. Transfer of ownership, either voluntarily or by operation of law, shall terminate such owner's membership in the Association, and membership shall be vested in the transferee. However, a transfer shall not release an owner from any personal obligation with respect to assessments which accrue prior to the transfer.
- 3.3 Voting Members shall be entitled to one (1) vote for each lot owned, and may vote in person or by proxy. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. There shall be no cumulative voting.

4. ASSOCIATION COVENANTS

- 4.1 Governing Authority The Association shall be bound by the terms and conditions of the governing documents. A Manual of Operations shall be maintained by the Board of Directors to provide guidance and current information for executing the governing documents.
- 4.2 Principal Address The Association shall maintain a principal address, and shall include that address in the Manual of Operations. The Association shall notify each member in writing of any changes to its principal address. In the absence of any other address, the Association's principal address shall be the registered address on file with the Texas Secretary of State.
- 4.3 Notices Any notice required to be given to any member or owner under the provisions of this Declaration shall be deemed to have been delivered by
- 4.3.1 depositing same with the U.S. Postal Service by certified mail, addressed to the owner at the most recent address shown on the Association's records at the time of such mailing,
 - 4.3.2 electronic delivery to the email address shown on the Association's records,
 - 4.3.3 posting the notice in a conspicuous manner reasonably designed to provide notice to Association members
 - 4.3.3.1 in a place located on the Association's common property, or
 - 4.3.3.2 on any website available to Association members that is maintained by the Association or by a management agent on behalf of the Association, or
 - 4.3.4 personal delivery to the owner,

in the particular manner required by law. If the Association's records show that a property is owned by two (2) or more persons, notice to one co-owner is deemed notice to all co-owners. Similarly, notice to one resident is deemed notice to all residents. Any notice required to be given to the Association under the provisions of this Declaration shall be deemed to have been delivered upon actual receipt by the Association's president, secretary, managing agent, or attorney.

- 4.4 Communication The Association shall make its best efforts to communicate with owners through informal platforms, such as, but not limited to, an Association website, an electronic mail platform, social media groups, a management agency platform, and physical signage. Information about said platforms shall be included in the Manual of Operations. Neither the Association, Board of Directors, Architectural Review Committee, nor any officers, directors, members, or employees thereof shall be liable to any owner for any claims, causes of action, or damages arising out of mistake of judgment, negligence, or nonfeasance arising out of or in connection with communication or failure to communicate through said platforms.
- 4.5 Assessments The Association shall establish, fix, and collect annual assessments and special assessments.
- 4.5.1 Purpose The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the owners, the improvement and maintenance of the areas of common responsibility and any other property owned by the Association, and the performance of the rights and obligations of the Association as provided in this Declaration. Assessments shall include, but not be limited to, funds in amounts to cover actual Association costs for all taxes, insurance, repairs, replacements, maintenance and other activities as may be authorized by the Board of Directors; legal and accounting fees; fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or property; the costs of grounds maintenance and other facilities and service activities; the establishment and maintenance of reasonable reserves; and other charges required or contemplated by this Declaration which the Board of Directors determines to be necessary.
- 4.5.2 Annual Assessments Annual assessments shall be due and payable on an annual basis unless otherwise designated by the Association, and are due on the date(s) established by the Board of Directors. The annual assessments shall be fixed at a uniform rate for all lots, and each owner shall be jointly and severally liable to the Association for payment. Annual assessments shall be pro-rated as of the date of transfer of any lot. The annual assessment may be increased by up to ten percent (10%) over the preceding year's annual assessment by the Board of Directors without Association approval.
- 4.5.3 Special Assessments In addition to the regular annual assessments authorized above, the Association may, in any assessment year, levy a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to this Declaration. The special assessment shall be due on the date established by the Board of Directors, and shall be prorated as of the date of transfer of any lot. The special assessment shall be fixed at a uniform rate for all lots, and each owner shall be jointly and severally liable to the Association for payment. Special assessments shall be pro-rated as of the date of transfer of any lot.
- 4.5.3.1 Shortfall Assessment The Association may, in any assessment year, levy a special assessment to address a shortfall in the Association's finances due to an insufficiency in regular assessments and reserve funds. A shortfall can result from such circumstances as an unforeseen increase in operating expenses, default in payment of assessments by owners, emergency repairs, or response to a natural disaster. Shortfall assessments should be rare occurrences and not part of the routine budgeting process. A shortfall assessment in the amount of ten percent (10%) of the

current year's annual assessment may be levied by the Board of Directors without Association approval.

4.5.4 Notice The Association shall give written notice to all members within sixty (60) days after the date on which the assessment has been fixed and levied, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due. Failure of the Association to levy an assessment or charge for any one year shall not affect the right of the Association to issue assessments in future years.

4.5.5 Meeting Approving Increase or Special Assessment The Association shall give written notice of any meeting called for the purpose of increasing the annual assessment or levying a special assessment to all members not less than ten (10) days or more than sixty (60) days in advance of such meeting. Quorum for the meeting shall be ten percent (10%) of all of the total votes entitled to be cast by the members of the Association. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any increase over ten percent (10%) of the preceding year's annual assessment must be approved by at least sixty-six percent (66%) of the total outstanding votes held by the members at a meeting at which a quorum is present. Any special assessment must be approved by at least sixty-six percent (66%) of the total outstanding votes held by the members at a meeting at which a quorum is present.

4.6 Architectural Review Committee The Association shall form an Architectural Review Committee, consisting of three (3) members of the Association appointed by the Board of Directors. Members of the Architectural Review Committee may, at any time and without cause, be removed by the Board of Directors.

4.6.1 Purpose The role of the Architectural Review Committee is to enhance and protect the value, desirability, and attractiveness of Saddlebrook Estates and maintain and enforce consistent standards regarding modifications to an owner's residence and/or lot, while balancing those standards with an owner's enjoyment of his or her property, an owner's individual creativity of design, and changing norms in community and lifestyle.

4.6.2 Responsibilities The Architectural Review Committee is responsible for reviewing an owner's request for modification to the owner's residence and/or lot, reviewing plans, specifications, drawings, photographs, or supplemental materials included in the owner's request, reviewing the conditions and restrictions set out below to determine if the owner's request is compliant, and notifying the owner of the Architectural Review Committee's decision to approve or disapprove the request.

4.6.3 Discretion The Architectural Review Committee may approve any submission for approval for modification to a residence and/or lot that it, in its discretion, deems consistent with the purpose of this Declaration. Approval by the Architectural Review Committee of an owner's submission of plans and specifications shall be deemed to be an acknowledgment by the Architectural Review Committee that the plans and submissions comply with this Declaration. Future submissions for approval for modifications shall be reviewed separately and apart from other such submissions and the grant of approval to any owner shall not constitute a waiver of the Architectural Review Committee's rights to strictly enforce this Declaration and the standards provided herein against any other owner.

4.6.4 Liability The Architectural Review Committee shall have no obligation to check for errors in or omissions from any plans or specifications for modification to a residence and/or lot regarding municipal, county, and state permits related to the modification or compliance with all municipal, county, and state ordinances governing the modification. No member of the Architectural Review Committee shall be personally liable

to any owner for any claims, causes of action, or damages arising out of the disapproval of any submission for approval for modification to a residence and/or lot. Neither the Association, Board of Directors, Architectural Review Committee, nor any officers, directors, committee members, or employees thereof shall be liable to any owner for any claims, causes of action, or damages arising out of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove a submission for approval for modification.

- 4.7 Indemnity and Insurance The Association shall indemnify, defend, and hold harmless the Board of Directors, the Architectural Review Committee, and each director, officer, committee member, or employee of the Association from all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorney's fees) incurred by such indemnified person from matters arising as a result of the sole or concurrent negligence of the indemnified party, under this Declaration, to the fullest extent permitted by applicable law. The Association shall maintain sufficient and proper liability insurance, covering damage or injury caused by a) conditions of the areas of common responsibility, b) the negligence of the Association, the Board of Directors, the Architectural Review Committee, and any of its directors, officers, committee members, or employees, and c) other conditions the Board of Directors may deem necessary or appropriate.
- 4.8 Maintenance of Areas of Common Responsibility The Association shall operate, maintain and, when necessary, repair and/or replace the landscaping improvements, lighting, and irrigation systems located in the areas of common responsibility, including any designated landscape maintenance easements, the masonry wall along the eastern perimeter of the subdivision facing Keller-Smithfield Road, perimeter masonry walls not otherwise maintained by the City of Keller or another property owner, each subdivision entry planting area and signage, where such operation and maintenance is not contrary to the requirements and limitations of the City of Keller.
- 4.9 Records The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
- 4.9.1 Request to Inspect Records An owner may submit a written request by certified mail to the Association's principal address to access the Association's records. The written request shall include sufficient detail describing the books and records requested, and whether the owner desires to inspect or copy the records. Within ten (10) business days from receipt of the written request, the Association shall either a) provide the copies to the owner, provide available inspection dates, or provide written notice that the Association cannot produce the documents within the ten (10) days, along with either another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies shall be sent to the owner, or b) after a diligent search, the requested records are missing and cannot be located.
- 4.9.1.1 Costs of Inspection Upon the receipt of the written request, the Association shall estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to the Texas Administrative Code. Before providing the requested records, the Association shall require that the owner remit such estimated amount to the Association. The Association shall provide a final invoice to the owner on or before the 30th business day after records are provided by the Association. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner shall be refunded the excess amount no later than the 30th business day after the date the final invoice is sent to the owner.

- 4.9.1.2 Original and Confidential Records At the discretion of the Board of Directors or the Association's management agent, certain records may only be inspected in the presence of a Director or of an employee of the Association's management agent. No original records shall be removed from the management agent's office or the Association's designated records storage location without the express written consent of the Board of Directors. As determined by the Board of Directors, at its discretion, certain Association records may be kept confidential, such as personnel files, owner account or other personal information (except addresses), unless the owner requesting the records provides a court order or written authorization from the person whose records are sought.
- 4.9.1.3 Attorney Records Attorney's files and records relating to the Association (excluding invoices requested by an owner pursuant to the Texas Property Code), are not records of the Association and are not subject to inspection by the owner or subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association shall not be required to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.
- 4.9.2 Records Retention The Association shall keep the following records for at least the time periods stated below:
- 4.9.2.1. General: "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more, a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. (Example: If a record is created on June 14, 2012 and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017.) If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.
- 4.9.2.2 Permanent: The Articles of Incorporation or Certificate of Formation, the Declaration of Covenant, Conditions and Restrictions, the Bylaws, and any other governing documents, guidelines, rules, regulations, and policies and all amendments thereto recorded in the real property records of Tarrant County to be effective against any owner and/or member of the Association.
- 4.9.2.3 Four (4) Years: Contracts with a term of more than one (1) year between the Association and a third party. The retention term begins upon expiration of the contract term.
- 4.9.2.4 Five (5) Years: Account records of each owner. Account records include debit and credit entries associated with amounts due and payable by the owner to the Association, and written or electronic records related to the owner and produced by the Association in the ordinary course of business.
- 4.9.2.5. Seven (7) Years: Minutes of all meetings of the Board of Directors and of the Association.

4.9.2.6. Seven (7) Years: Financial books and records produced in the ordinary course of business, tax returns, audits of the Association.

- 4.10 Management Agreements The Association shall be authorized to enter into management agreements with third parties for operation and management of the subdivision and the performance of the Association's obligations under this Declaration. A copy of all such agreements shall be available for review by any owner upon request, and information about the management agent and its procedures shall be included in the Manual of Operations. The Board of Directors shall be responsible for entering into such management agreements, and shall have sole discretion to determine if the third party has the skills necessary to manage the subdivision. Given the complicated legality of property rights, compliance with state and municipal legislation, litigiousness surrounding the modern homeowners association, and preservation of owner and neighbor relationships, the use of a management agent is strongly recommended. The management agent may manage areas of operations including, but not limited to, title issues, owner orientation, meetings, notices and mailings, legal affairs, accounting, billing, collections, office processes, property inspections, violations, enforcement, and processing Architectural Review Committee submissions.

5. OWNER COVENANTS

- 5.1 Governing Authority Each owner, by acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, shall be bound by the terms and conditions of the governing documents. Each owner should be familiar with the Manual of Operations maintained by the Board of Directors.
- 5.2 Contact Information Each owner, by acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, upon acquiring fee simple title to a lot, shall immediately notify the Association of the owner's name, mailing address, and electronic mail or "email" address, and shall immediately notify the Association of any changes.
- 5.3 Assessments Each owner, by acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, whether expressed in any such deed or other instrument of conveyance, shall be deemed to agree to pay to the Association a) annual assessments or charges, and b) special assessments. Such assessments shall be established, fixed, and collected as provided in this Declaration. The annual and special assessments, together with such interest and costs of collection as provided below, shall be a continuing covenant running with the property, a continuing affirmative covenant personal to the owner, and a continuing lien on the property effected on the date when the assessments is due. Such personal obligation shall not pass to successors in title to the affected property unless expressly assumed by the successors. No owner may exempt himself or herself from personal liability for annual assessments or special assessments by waiver of the use or enjoyment of any portion of the subdivision or by abandonment of the residence.
- 5.3.1 Subordination to Purchase Money Lien The lien securing the annual assessments and special assessments shall be subordinate to the lien of any purchase money mortgage. The transfer of any lot shall not affect the assessment lien. However, the transfer of any lot pursuant to a decree of foreclosure or a non-judicial foreclosure of the purchase money mortgage lien shall extinguish the lien of such assessments that became due prior to such transfer. No transfer shall relieve such lot from liability for assessments becoming due after the transfer.
- 5.4 Construction, Maintenance, and Use of Residence and/or Lot Each owner, by acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, whether expressed in any such deed or other instrument of conveyance, shall be deemed to agree to conform to the conditions and restrictions of construction, maintenance, and use of the owner's residence and/or lot set out below.

- 5.5 Modifications to Residence and/or Lot Each owner, by acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, whether expressed in any such deed or other instrument of conveyance, shall be deemed to agree to obtain approval from the Architectural Review Committee for modifications to the owner's residence and/or lot set out below. The owner shall assume full responsibility for resolving all landscaping, grading, and/or drainage issues related to the modification, obtaining all required municipal, county, and state approvals related to the modification, complying with all municipal, county, and state ordinances governing the modification, and causing damage to any adjoining property or injury to third persons associated with the modification.
- 5.6 Covenants Compliance Inspections Each owner, by acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, whether expressed in any such deed or other instrument of conveyance, shall be deemed to agree to allow, at the time of conveyance of title of his or her lot to another, an inspection of the exterior of the owner's residence and/or lot to determine that the property complies with the governing documents of the Association, especially with the conditions and restrictions in this Declaration. The inspection shall be facilitated by the Board of Directors or its management agent. All fees associated with resale and the inspection shall be the responsibility of the owner and parties to the conveyance of title transaction. If violations are noted during the inspection, the owner shall cure the violations and bring the residence and/or lot into compliance.

6. CONDITIONS AND RESTRICTIONS

6.1 Approval of Modifications by Architectural Review Committee

- 6.1.1 General After the purchase of any lot in the subdivision, no owner or resident shall commence, erect, or maintain upon any lot, or make any exterior addition, change, alteration, or modification to, any residence, building, garage, fence, wall, parking area, patio, swimming pool, spa, pole, mailbox, driveway, fountain, pond, tennis court, sign, exterior illumination, exterior color or shape, or any structure used in connection with any lot, unless the plans and specifications showing the nature, kind, shape, measurement, materials and location of the same are submitted by the owner to and approved in writing by the Architectural Review Committee.
- 6.1.2 Approval Process Following are general steps for obtaining approval for a modification from the Architectural Review Committee. Further guidance may be found in the Manual of Operations, or by contacting the Association's management agent, a member of the Architectural Review Committee, or the Board of Directors.
- 6.1.2.1 Activity Prior to Submitting For Approval
- 6.1.2.1.1 Determine if modification is prohibited by this Declaration.
- 6.1.2.1.2 If the modification is not prohibited, determine if the submission for approval to the Architectural Review Committee is required.
- 6.1.2.1.3 Obtain a statement of work from the contractor regarding the modification, including such information as building plans, material listing, specifications, survey plans, drawings, sketches, photographs, renderings, and required municipal, county, or state permits.

- 6.1.2.1.4 Obtain required municipal, county, or state permits, with the stipulation that work shall not commence until approval is obtained from the Architectural Review Committee.
- 6.1.2.1.5 Prepare and sign an Architectural Review Committee Modification Request Form for each modification, and attach supplemental documentation such as building plans, material listing, specification, survey plans, drawings, sketches, photographs, renderings, and copies of permits.
- 6.1.2.1.6 Share the completed Architectural Review Committee Modification Request Form with owners of adjacent properties and other owners that could be affected by the modification. Multiple unsuccessful attempts to contact an owner should be documented in the submission for approval. Obtain each owner's acknowledgement of the communication and whether the owner approves or objects to the modification. Disapproval or refusal to acknowledge or approve by an adjacent or other owner does not determine Architectural Review Committee approval.
- 6.1.2.2 Submittal For Approval
- 6.1.2.2.1 Submit a completed Architectural Review Committee Modification Request Form to the Architectural Review Committee for each modification. The Architectural Review Committee will review the submission for completeness, and request any additional information required. Upon receipt of a complete submission, the review period will begin.
- 6.1.2.2.2 The Architectural Review Committee shall complete its review and issue a written approval or disapproval on or before thirty (30) days from the beginning of the review period.
- 6.1.2.3 Appeals and Re-Submissions The owner may appeal a technical disapproval of a submission by curing the defect and resubmitting for approval. The owner may appeal a complete disapproval to the Board of Directors by submitting a written response including detailed information that clarifies why the submission should be reconsidered. The Board shall consider the appeal at its next meeting.
- 6.1.2.4 Completion of Modification
- 6.1.2.4.1 Upon receiving written approval for the modification from the Architectural Review Committee, commit to labor and materials with the contractor and confirm the approved start date.
- 6.1.2.4.2 Work shall begin by the approved start date, or within three (3) months of the approval date. Approval for projects that have not begun as specified in the approved submission shall lapse, and re-submission shall be required, unless an extension is requested from and granted by the Architectural Review Committee.

- 6.1.2.4.3 Continuous progress must be visible. Modifications shall not be begun and then paused for an extended period of time, with allowances made for such delays as labor availability and the municipal permitting and inspection process.
- 6.1.2.4.4 Work shall be completed by the estimated completion date, unless an extension is requested from and granted by the Architectural Review Committee.
- 6.1.2.4.5 The Architectural Review Committee may conduct an inspection to assure compliance with the approved submission. The owner shall cooperate with providing access and information. If deficiencies or significant deviations exist, the Architectural Review Committee shall notify the owner in writing. The owner shall respond with an explanation of the deficiencies or deviations within thirty (30) days of the date the notice was mailed to the owner.

6.1.3 Failure to Comply is Violation Any modification which does not in all respects conform to that which has been approved by the Architectural Review Committee shall be deemed a violation. Any violation observed by or reported to the Architectural Review Committee shall be reported to the Board of Directors. Violations that are observed by owners or residents should be reported to the Board of Directors.

6.2 Construction, Maintenance, and Use Standards

6.2.1 General The construction, use, and maintenance of the residence and/or lot shall be kept in conformity with the general character and quality of properties in the immediate area. Unsightly, unhealthy, or unsafe conditions which tend to substantially decrease the value, desirability, and attractiveness of the subdivision are prohibited.

6.2.2 Construction Standards

6.2.2.1 Resubdivision No lot or combination of lots shall be combined or subdivided into smaller or larger lots so as to alter the number of lots shown on Exhibit A below.

6.2.2.2 Residential Use No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residential unit per lot, which residential unit shall not exceed two (2) stories in height and a private garage as provided below, and which residential unit shall be constructed to minimum Federal Housing Authority (FHA) and Veteran's Administration (VA) standards.

6.2.2.3 Single-Family Residential Use The property shall be used for single-family residential purposes only. Each residence shall be limited to occupancy by only one (1) family consisting of persons related by blood, adoption, or marriage or no more than two (2) unrelated persons residing together as a single household unit, in addition to any household or personal staff.

6.2.2.4 Minimum Floor Area The total air-conditioned living area of the main residential structure, as measured to the outside exterior walls, but excluding open porches, garages, patios, and detached accessory buildings, shall be at least one thousand eight

hundred (1,800) square feet. The minimum air-conditioned living area on the ground floor of a two-story residential structure shall be at least one thousand two hundred (1,200) square feet.

- 6.2.2.5 Building Materials The exterior of each structure built upon any lot shall be of at least eighty percent (80%) brick, brick veneer, stone, stone veneer, or other masonry material approved by the Architectural Review Committee, of construction below the first floor plate line and above grade level exclusive of doors and windows, but not less than the minimum percentage as established by the City by ordinance or building code requirements. Stucco or similar material shall not be considered to be masonry material for purposes of the eighty percent (80%) requirement.
- 6.2.2.6 Roofing Specifications and Materials All residences shall have a minimum 7/12 roof pitch ratio on the front elevation of the residence and at least 6/12 roof pitch ratio on all other roof slopes of the residence. All roofing shall be minimum laminated composition shingles with a twenty (20) year warranty in "Weathered Wood", or any substantially similar roofing material approved by the Architectural Review Committee, and shall comply with minimum property standards of the City, the Federal Housing Administration (FHA), and the Veteran's Administration (VA).
- 6.2.2.7 Windows Window jambs and mullions on all residences shall be of anodized aluminum, wood, or vinyl. Aluminum windows shall have a powder-coated finish. Wood windows shall have an opaque paint finish. No mill finish shall be permitted.
- 6.2.2.8 Front Line and Side Line Setbacks No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the subdivision plat or as required by the City of Keller. A residence structure may be located farther back from the front lot line, with the written approval of the Architectural Review Committee, where the proposed location of the residence shall not negatively impact the appearance or value of the property or adjacent lots.
- 6.2.2.9 Garage Required Each residence shall have an enclosed garage suitable for parking a minimum of two (2) standard size automobiles, which garage shall conform in design and materials with the detached single-family residential unit on the lot. For all lots other than a corner lot, all garages shall either face the side or rear of the lot and none shall be a "front-entry" garage, i.e. facing a public street, except for detached garages which may face the street if such garage is set back beyond the rear corner of the detached single-family residential unit, in accordance with City of Keller requirements. At any time no more than fifty percent (50%) of the lots that are corner lots shall be allowed to have side-entry garages, i.e. facing the side street of the lot.
- 6.2.2.10 Fences and Walls All fences and walls shall be constructed of masonry, brick, wood, or other comparable material approved by the Architectural Review Committee. No fence or wall on any lot shall extend nearer to any street than the front of the residence thereon. No portion of any fence or wall shall be less than six (6) feet or exceed eight (8) feet in height as measured from the prevailing ground line or top of the retaining wall adjacent thereto. Any fence or portion thereof that faces a public street shall be constructed so that all structural members and support posts shall be on the side of the fence away from the street and are not visible from such street right-of-way. The top of all fences shall be stepped to run horizontally with the bottoms generally following the final grade.

- 6.2.2.11 Enclosures Enclosures shall match the residence in style, materials, and color, and the adjacent lot and street views of the enclosure shall complement the general character and quality of properties in the immediate area.
- 6.2.2.12 Driveways and Parking Areas All driveways and parking areas shall be surfaced with concrete or similar substance approved by the Architectural Review Committee.
- 6.2.2.13 Sidewalks All walkways along public rights-of-way shall conform to the minimum property standards of the City and the Federal Housing Administration (FHA).
- 6.2.2.14 Mailboxes Mailboxes shall be of a design and specification as meets the standards of the United States Postal Service, and shall be constructed of masonry of the same type as the residence and as approved by the Architectural Review Committee.
- 6.2.2.15 Chimney Flues Chimney stacks on exterior walls shall be enclosed in brick or masonry of the same type as the residence on all faces except that surface facing the roof. Chimney penetrations through the roof may be of a siding material approved by the Architectural Review Committee.
- 6.2.2.16 Roadway Sight Lines No fence, wall, hedge, or shrub planning which obstructs sight lines at an elevation between three (3) feet and eight (8) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty (20) feet from the intersection of such street right-of-way lines, or, in the case of a rounded property corner, twenty (20) feet from the intersection of the street right-of-way lines extended. Similar sight line limitations shall apply on any lot for that area that is ten (10) feet from the intersection of a street right-of-way with the edge of a residence driveway. No tree shall be permitted to remain within such restricted plantings area unless the canopy is raised to at least eight (8) feet, or the minimum height required by the City of Keller, whichever is higher.
- 6.2.2.17 Utility Easement Areas Within easements on each lot, as designated on the subdivision plat, no improvement, structure, planting, or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation, and/or maintenance of public utilities, or which might alter the direction of, obstruct, or retard the flow within or through drainage channels.
- 6.2.2.18 Utility Visibility All utilities shall be located underground on the property whenever commercially possible, except temporary power generators, transformers, and telephone and datacom hookups.
- 6.2.2.19 Grading and Drainage The general grading, slope, and drainage plan of a lot as established by the approved subdivision plans may not be materially altered. Changes to drainage, swale, and runoff patterns that affect adjoining property are prohibited.
- 6.2.2.20 Landscaping Landscaping of each lot shall be completed within one hundred twenty (120) days after the residence construction is completed, subject to extension for delays caused by inclement weather or for seasonal planting limitations.

6.2.2.20.1 Minimum Requirements Minimum landscaping requirements for each lot shall include:

6.2.2.20.1.1 Grass and/or similar ground covering approved by the Architectural Review Committee for the front and side yards,

6.2.2.20.1.1.1 If there is grass and/or similar ground covering degradation during municipal water restrictions, the owner has sixty (60) days from the lifting of the water restrictions to repair the grass and/or similar ground covering.

6.2.2.20.1.2 Foundation-screening bedding extending approximately three feet (3') from the residence or garage in the front yard,

6.2.2.20.1.3 Sufficient foundation-screening shrubs of a minimum size of one (1) gallon, and

6.2.2.20.1.4 Either two (2) trees in the front yard that are each a minimum of two inch (2") caliper or one (1) tree in the front yard that is a minimum of three inch (3") caliper. Trees in the foundation-screening bedding areas are not considered to be in the front yard.

6.2.2.20.2 Hedges and Screen Plantings No screen planting, hedge, or row of single species shrubs which forms a solid wall of vegetation, such as Leland Cypress, Red Tipped Photinia, or Boxwood, shall be erected or permitted to remain on any lot closer to the front lot line than the front of the residence. No such plantings shall be permitted on corner lots without Architectural Review Committee approval. Such plantings which form a barrier between properties, meant to be greater than three feet (3') in height, shall have the agreement of the adjoining property owner, shall have an agreement between the owner and adjoining property owner regarding maintenance, and shall have setbacks to allow for plant growth.

6.2.2.21 Decks, Patios and Arbors Owners are encouraged to use creative designs for decks and patios, particularly when replacing existing builder-grade components, and there are no predetermined styles, so long as the design is approved by the Architectural Review Committee.

6.2.2.21.1 Materials Deck materials are generally pressure-treated wood. Post materials are generally brick or pressure-treated wood. The owner shall select deck stain or paint colors with consideration for adjoining lot and street views. Patio materials shall be concrete slabs with a smooth finish or exposed aggregate, or brick or natural stone with sand fill or grout.

- 6.2.2.21.2 Height Restrictions Arbors on decks and free-standing deck screens shall not exceed eight (8) feet above the deck surface. Screens as part of an arbor may extend to the arbor. Free-standing arbors in yards shall not exceed eight (8) feet and shall be maintained at all times.
- 6.2.2.21.3 Location Decks shall be located behind the residence, and shall not be visible from a public street. Patios shall be located behind the residence, but may extend beyond or around corners of the residence, or be freestanding in other areas of the rear yard, with approval by the Architectural Review Committee. Obstruction of views or breezeways of adjoining properties are not permitted.
- 6.2.2.22 Playsets All semi-permanent playsets, including, but not limited to, swing sets, jungle gyms, sandboxes, trampolines, and playhouses, require approval by the Architectural Review Committee. Playsets shall not be placed or allowed to remain on public grounds, public rights-of-way, or the front yard of any lot. Playsets shall be installed in the rear yard of the residence, at least five feet (5') from adjoining property lines as needed for safety. Playsets on corner lots shall be located in the farthest rear corner of the lot, away from the streets, and may require screening depending on the placement.
- 6.2.2.23 Swimming Pools and Hot Tubs Swimming pools and hot tubs shall meet all municipal code standards, including fencing, setback or easement requirements, and health regulations. Any wood supporting structure shall be the same color, style, and materials as the deck. All swimming pool and hot tub drainage shall substantially flow to the front of each lot.
- 6.2.2.24 Encroachment Encroachment on any other property or lot is prohibited.
- 6.2.3 Maintenance and Storage Standards
- 6.2.3.1 General Upon the owner occupying the residence and/or lot, the owner shall maintain and care for the residence, garage, trees, foliage, planted areas, lawn, and all improvements. The owner shall keep the lot and all improvements thereon in good condition and repair, and in conformity with the general character and quality of properties in the immediate area.
- 6.2.3.2 Replacement of Components The owner shall replace all worn and/or rotted components of any improvement on the lot.
- 6.2.3.3. Exterior Surfaces and Components The owner shall maintain, repair, and/or replace all roofs, exterior walls, windows, doors, rain gutters, downspouts, sidewalks, driveways, parking areas, and other exterior components.
- 6.2.3.4 Painting The owner shall regularly paint any residence exterior wood surfaces as needed. Exterior brick surfaces shall not be painted.
- 6.2.3.5 Fences The owner shall paint fences or treat them with a wood-preserving stain. Neither railroad ties nor wire shall be used as support for any fence.

- 6.2.3.6 Materials and Colors The owner shall use exterior materials comparable to those on existing structures, and shall have all changes in exterior materials, stain colors, and paint colors approved by the Architectural Review Committee. The owner shall select colors that do not clash with residences in the immediate vicinity.
- 6.2.3.7 Yard The owner shall regularly mow and edge grassed areas, maintaining a height up to four inches (4") or the maximum height allowed by the City of Keller, whichever is less, and clear the sidewalks and public street of resulting debris.
- 6.2.3.7.1 Naturalized Yard Naturalizing a yard, meaning replacing traditional lawn with native plants that are adapted to the local environment, is prohibited.
- 6.2.3.8 Landscaping Major landscaping, significant alteration of land use, and/or significant projects with structural impact on adjacent property, such as, but not limited to terracing, raised beds, permanent borders and planters, retaining walls, and adding large, sculpted beds shall be approved by the Architectural Review Committee. Railroad ties shall not be utilized for any retaining walls or landscaping.
- 6.2.3.9 Trees The owner shall maintain the health of trees through required treatment and regular trimming. A tree with branches over sidewalks and public streets shall have its canopy raised to at least eight (8) feet, or the minimum height required by the City of Keller, whichever is higher. Removal or replacement of trees, or planting of new trees, shall be approved by the Architectural Review Committee. Trimming trees and removing dead trees do not require approval, but at all times shall comply with the minimum landscaping requirements set out above.
- 6.2.3.10 Yard Maintenance Equipment Yard maintenance equipment visible to the public and adjacent lots is prohibited. Owners of lots where the rear yard is not screened by solid fencing or other such enclosures shall construct a suitable enclosure or screening to shield yard maintenance equipment from public view.
- 6.2.3.11 Trash and Garbage Trash, garbage, and other waste shall be kept in sanitary containers, shall be maintained in a clean and sanitary manner, and shall not be visible to the public outside of municipal trash and garbage collection times.
- 6.2.3.12 Maintenance Materials Materials for the maintenance of the property visible to the public and adjacent lots is prohibited.
- 6.2.3.13 Storage of Building Materials No building material of any kind or character shall be placed or stored upon the property until construction is ready to commence, and then such material shall be placed totally within the property lines of the lot upon which the improvements are to be erected. Materials incident to construction of improvements may only be stored on lots during construction of the improvement thereon.
- 6.2.3.14 Parked Storage No boat, marine craft, hovercraft, aircraft, recreational vehicle, camper, travel trailer, motor home, camper body, portable storage containers, or similar equipment shall be parked for storage in the driveway or front or side yards of any lot. Such equipment may be parked in the rear yard of the property if approved by the Architectural Review Committee and, if approved, shall be placed so as to be not visible from any adjacent lots or public streets.

6.2.4 Prohibited Uses and Items

- 6.2.4.1 General Nuisance No activity by an owner or resident shall be permitted if the activity produces excessive sights, sounds, or smells from outside the residence, increases the level of vehicular or pedestrian traffic or the number of vehicles parked in the property for an extended period of time, constitutes a nuisance, a hazardous or offensive use, or threatens the security or safety of other residents of the subdivision, as may be determined in the sole discretion of the Board of Directors.
- 6.2.4.2 Parking
- 6.2.4.2.1 Flow of Traffic No vehicle shall be parked on a public street against the flow of traffic in the subdivision at any time.
- 6.2.4.2.2 Motorized Vehicles No motorized vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, and pick-up trucks (including those with attached bed campers) that are in operating condition and have current valid license plates and inspection stickers.
- 6.2.4.2.3 Inoperable Vehicles No inoperable vehicles shall be parked on any street within the subdivision for more than seventy-two (72) hours.
- 6.2.4.2.4 Commercial Vehicles Trucks with tonnage in excess of one and one-half (1.5) tons and/or any commercial vehicle with advertisement shall not be permitted to park overnight on the streets within the subdivision except those used by a contractor during the construction of improvements.
- 6.2.4.2.5 Hazardous Cargo Vehicles No vehicle of any size which transports flammable, explosive or noxious cargo shall be parked on the subdivision at any time.
- 6.2.4.3 Temporary Structures No temporary dwelling, shop, trailer, mobile home of any kind, any improvement of a temporary character, or any structure previously constructed elsewhere shall be permitted, except for children's playhouses, dog houses, greenhouses, gazebos, and buildings for storage of yard maintenance equipment. Such exceptions shall have a maximum peak roof line of twelve feet, and shall be placed on a lot so as not to be visible from any street on which the lot fronts or sides, and shall not be made of metal.
- 6.2.4.4 Temporary Dwellings and Offices No temporary structure, such as a trailer, tent, shack, barn, underground tank or structure, or other out-building, boat, marine craft, hovercraft, aircraft, recreational vehicle, camper, travel trailer, motor home, camper body, portable storage container, or similar vehicle or equipment shall be used on the property at any time as a dwelling house or office temporarily or permanently.
- 6.2.4.5 Oil and Minerals Development No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in or on the property, nor

shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any part of the property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on the property.

- 6.2.4.6 Sewage Disposal Systems Individual sewage disposal systems shall not be permitted on any lot.
- 6.2.4.7 Temporary or Mobile Vehicles No boat, marine craft, hovercraft, aircraft, recreational vehicle, camper, travel trailer, motor home, camper body, portable storage container, or similar vehicle or equipment shall be parked or stored in the driveway, front yard, or side yard of any detached single-family residential unit, nor shall any such vehicle or equipment be parked or stored in the rear yard of any detached single-family residential unit unless placed so as to be not visible from any adjacent lots or street on which the lot fronts or sides.
- 6.2.4.8 Dumping No lot or other area of the property shall be used as a storage area or dumping ground for rubbish or accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars, and discarded appliances and furniture.
- 6.2.4.9 Clotheslines and Drying Racks Outdoor clotheslines and drying racks visible to the public and adjacent lots are prohibited.
- 6.2.4.10 Animals No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the property except that dogs, cats, or other animals allowed by local ordinance may be kept as household pets. Animals are not to be raised, bred, or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quiet peace, health, and safety of the community. No more than four (4) household pets shall be permitted on each lot. Pets must be restrained or confined to the owner's rear yard within a secure fenced area or within the house. Pet owners or handlers shall keep the lot clean and free of pet debris and/or odors noxious to adjoining lots, and shall promptly remove and sanitarly dispose of feces left on public property or another owner's property by a pet being handled by the owner or handler. All animals must be properly registered and tagged for identification in accordance with local ordinances.
- 6.2.4.11 Signs No sign of any kind or character shall be displayed in public view on any lot except for one (1) professionally fabricated sign of not more than six (6) square feet advertising the property for rent or sale, security system signs, school booster signs, and signs used by a contractor to advertise during the service period, and political signs. Display of political signs is limited to two (2) weeks before early voting of a particular election and three (3) days after the same election. No displayed signs shall include profanity or obscene images.
- 6.2.4.12 Air Conditioning or Evaporative Cooling Systems No air-conditioning or evaporative cooling apparatus shall be installed that is visible to a public street, common area, or another owner's lot. No air-conditioning system shall be installed in the front or side yard

of a residence, or be attached to any front wall, any window, or roof of a residence. No evaporative cooler shall be installed on a front wall, any window, or roof of a residence.

- 6.2.4.13 Burning and Open Fires No burning or open fires shall be permitted on the property, except within fireplaces in the residence, proper equipment for outdoor cooking, or recreational fire pit use approved by the City. Setting off fireworks is prohibited.
- 6.2.4.14 Garden Plots Small, discreetly located garden plots are permitted if they are located in the rear yard of the property and out of public view.
- 6.2.4.15 Holiday and Seasonal Displays Temporary holiday and seasonal visual displays shall be permitted if they are of good quality and blend in with the overall subdivision aesthetic and standards. A holiday display is limited to forty-five (45) days prior to a particular holiday and fifteen (15) days after the same holiday.
- 6.2.4.16 Religious Displays An owner or resident is permitted to display or affix to the entry of the owner's residence one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief. The items displayed or affixed, individually or in combination with each other, shall not be greater than five inches by five inches or 25 square inches (5" x 5"=25 square inches). The item or items shall not threaten the public health or safety, violate applicable law, or contain patently offensive language or graphics. No displays shall use a material or color for an entry door or door frame or make an alteration to the entry door or door frame that is not permitted by this Declaration.
- 6.2.4.17 Water Supply and Rainwater Harvesting Systems Individual water supply systems, such as a rain barrel or a rainwater harvesting system, shall be permitted on an owner's lot if the owner obtains approval from the Architectural Review Committee. The installation of an approved system shall commence within thirty (30) days of approval and be diligently prosecuted to completion. The system shall be consistent with the color scheme of the residence constructed on the owner's lot, shall not include any language or content not typically displayed on such a system, shall not be located between the front of the residence constructed on the owner's lot and any adjoining or adjacent public street, and shall have adequate area on the owner's lot to install the system. If the system is located in the side yard of an owner's lot, or visible from a public street, common area, or another owner's lot, the Architectural Review Committee may impose additional restrictions on the size, type, materials, and shielding of the system.
- 6.2.4.18 Solar Energy Devices and Energy Efficient Roofing Solar energy devices or energy efficient roofing shall be permitted on an owner's lot if the owner obtains approval from the Architectural Review Committee.
- 6.2.4.18.1 Solar Energy Devices A solar energy device is a system or series of mechanisms designed primarily to produce electrical or mechanical power by collecting and transferring solar-generated energy, or to provide heating and cooling. The Architectural Review Committee shall approve a device unless the Committee makes a written determination that placement of the device, despite compliance with the section, will create a condition that substantially interferes with the use and enjoyment of the property within the subdivision by causing

unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Architectural Review Committee's right to make such a written determination is negated if all owners of adjacent lots to the lot of the owner requesting approval provide written approval of the requesting owner's proposed placement.

6.2.4.18.1.1 Location of Device The approved device shall be located on the roof of the residence on the owner's lot, entirely within a fenced area of the owner's lot, or entirely within a fenced patio on the owner's lot. If the device will be located on the roof of the residence on the owner's lot, the Architectural Review Committee may designate the location for placement unless the location proposed by the owner 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 ten percent (10%) above the energy production of the device if installed in the location designated by the Architectural Review Committee. If the owner desires to contest the alternate location proposed by the Architectural Review Committee, the owner shall submit information to the Architectural Review Committee that demonstrates the owner's proposed location meets the restrictions of this section.

6.2.4.18.1.2 Roof Location Requirements If the device will be located on the roof of the residence on the owner's lot, the device shall not extend higher than or beyond the roofline, shall conform to the slope of the roof and the top edge of the device shall be parallel to the roofline, and the frame, support brackets, or visible piping or wiring associated with the device shall be silver, bronze, or black.

6.2.4.18.2 Energy Efficient Roofing Energy efficient roofing is shingles that are designed primarily to be wind and hail resistant, to provide heating and cooling efficiencies greater than those provided by customary composite shingles, or to provide solar-generation capabilities. The shingles shall resemble the shingles used or otherwise authorized for use within the subdivision, shall be more durable than, and shall be of equal or superior quality to, the shingles used or otherwise authorized for use within the subdivision, and shall match the aesthetics of the adjacent lots.

6.2.4.19 Business Operation No lot or improvement thereon shall be used for a business, professional, commercial, or manufacturing purposes of any kind, except that an owner or occupant residing in a residence may conduct business activities within the residence so long as: 1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; 2) the business activity conforms to all zoning requirements for the property; 3) the business activity does not

involve excessive visitation of the residence by clients, customers, suppliers, or other business invitees or door-to-door solicitations of residents of the property; 4) the business activity does not increase the level of vehicular or pedestrian traffic or the number of vehicles parked in the property and 5) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full-time or part-time, such activity is intended to or does generate a profit, or such activity requires a license.

- 6.2.4.20 Awnings Awnings are prohibited unless approved by the Architectural Review Committee. Approved awnings shall be attached to the house, shall blend with the color of the house, shall be made of fabric, shall have any associated wood structure be the same color as the residence or any deck, and may be stationary or retractable.
- 6.2.4.21 Skylights and Attic Fans Skylights and attic fans are prohibited unless approved by the Architectural Review Committee. Approved skylights and attic fans shall be located on the section of the roof facing the rear of the lot.
- 6.2.4.22 Antennas and Satellite Dishes No antennas, satellite dishes, or other equipment for receiving or sending sound or video signals shall be permitted in or on the property, except antennas for AM/FM radio reception and/or UHF/VHF television reception, which shall be located inside the attic of the residence, unless approved by the Architectural Review Committee. Residence-mounted approved antennas or satellite dishes shall be mounted on the rear side of the residence in a location that makes every effort to avoid being visible from any public street or adjacent lots, and the Architectural Review Committee shall be the sole determinant of the location. Ground-mounted approved antennas or satellite dishes shall be screened with live evergreen shrubbery so as to not be visible from the public street or adjacent lots as viewed from ground level, and the shrubbery shall be planted within six (6) months from installation, and shall reasonably screen the satellite or antenna from view within three (3) years. Painted satellite dishes or antennas are permitted if the color is neutral and blends with the surroundings, and the paint is maintained. Up to three (3) satellite dishes and antennas may be approved by the Architectural Review Committee.
- 6.2.4.23 Flag Displays Flags shall only be displayed in public view on an owner's lot under the following restrictions: a) the location of the flag or flagpole shall comply with applicable municipal ordinances, easements, and setback lines, b) the flags shall either be affixed to the front of the residence near the principal entry ("mounted") or to a vertical freestanding flagpole installed in the front or rear yard of the lot ("freestanding"), c) no more than one (1) freestanding flagpole or no more than two (2) mounted flagpoles shall be displayed, d) a flag or flagpole shall be maintained in good condition, and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed, e) any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be directed towards or directly affect any adjacent

property, and f) any external halyard of a flagpole shall be secured so as to reduce or eliminate noise contact with the flagpole.

6.2.4.23.1 Mounted Flagpoles Any mounted flagpole shall be no longer than five feet (5') in length, any mounted flag displayed shall be no more than three feet in height by five feet in width (3' x 5').

6.2.4.23.2 Freestanding Flagpoles Any freestanding flagpole shall be no more than twenty feet (20') in height. Any flagpole shall be constructed of permanent, long-lasting material, with a finish appropriate to material used in construction of the flagpole, and harmonious with the residence. As a freestanding flagpole is a permanent improvement, the owner shall choose an appropriate location, adequately prepare the ground for installation, and ensure that the flagpole is adequately secured upon installation.

6.2.4.23.3 Flag Etiquette While all types of flags may be flown by an owner, special care shall be taken with national and state flags. Owners that display a flag of the United States of America shall comply with applicable sections of the United States Code, and owners that display a flag of the State of Texas shall comply with applicable sections of the Texas Government Code.

6.2.4.24 Recreation and Sports Equipment All recreation and sports equipment shall be stored out of public view when not in use, unless approved by the Architectural Review Committee. Approved equipment shall not be allowed to remain in public streets or impede traffic at any time. Up to one (1) basketball goal may be approved by the Architectural Review Committee.

6.2.4.25 Ornamental Accessories Permanent ornamental accessories, such as, but not limited to, figurines, birdbaths, birdhouses, fountains, and sculptures, shall be approved by the Architectural Review Committee.

6.2.4.26 Lawn and Garden Furniture Lawn and garden furniture in the front or side yard of the property requires approval from the Architectural Review Committee.

6.2.4.27 Leasing Property "Leasing" is the occupancy of a residence and/or lot by any person than the owner, for which the owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. An owner may lease his or her property, subject to the following restrictions:

6.2.4.27.1 Limitations on Rentals At no time shall more than fifteen percent (15%) of the subdivision lots be allowed to be leased. No owner shall rent more than one (1) property in the subdivision. No owner shall rent a property more than two (2) times in a fiscal year.

6.2.4.27.2 Minimum Owner-Occupancy The owner shall occupy the property as a residence for at least one (1) year before he or she may lease the property, with hardship exceptions approved at the discretion of the Board of Directors.

- 6.2.4.27.3 Lease Term The owner shall not lease of the property for a term of less than thirty (30) days or for more than twenty-four (24) months. A long-term lease is one which has a term of more than ninety (90) days. Under no circumstances shall any owner lease a property, or a portion of a property, on an hourly basis.
- 6.2.4.27.4 Compliance with Municipal Ordinances and Governing Documents The owner shall include a term in the lease that requires all tenants and residents to comply with all City of Keller ordinances and with the governing documents of the subdivision, including the Declaration and the Bylaws.
- 6.2.4.27.5 Lease Information The owner shall provide a copy of the lease to the Board of Directors or managing agent, and the following information, if not included in the lease:
- 6.2.4.27.5.1 Names of all tenants and residents covered by the lease,
- 6.2.4.27.5.2 Names, phone numbers, and email addresses of all tenants and adult residents,
- 6.2.4.27.5.3 Signed acknowledgment by each tenant and resident that he or she shall comply with all City of Keller ordinances and with the governing documents of the subdivision, including the Declaration and the Bylaws.
- 6.2.4.27.6 Transient Occupancy No owner shall lease a residence and/or lot for transient occupancy, including, but not limited to, hotel, motel, bed and breakfast, or short-term vacation rental purposes.

- 6.2.5 Failure to Comply is Violation Any action or circumstance which does not in all respects conform to the construction, maintenance, and use conditions and restrictions shall be deemed a violation and should be reported to the Board of Directors.

7. ENFORCEMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS

7.1 Collection of Assessments

- 7.1.1 Delegation The Board of Directors, in its sole discretion, may delegate the Association's obligation to collect assessments to a managing agent, an attorney, or a debt collector.
- 7.1.2 Discretion The Association shall not be liable to any owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments.
- 7.1.3 Regular Assessments

- 7.1.3.1 Due Date The Association shall notify all members by written notice to each of the members within sixty (60) days after the date on which the regular assessment has been fixed and levied by the Board of Directors, giving the amount of the assessment for the

current year when the same shall be due, and where payment shall be made. The owner shall timely and fully pay the regular assessment by the due date.

- 7.1.3.2 Payment of Assessments All payments of the assessments shall be made to the Association at such place as the Association shall designate in the Manual of Operations. If no place is designated, payment shall be made to the Association at its principal place of business. Payment shall be made in full regardless of whether any owner has any dispute with the Association, any other owner, or any other person or entity regarding any matter to which this Declaration relates or pertains.
- 7.1.3.3 Delinquency Collections Policy The Association is responsible for enhancing and protecting the value, desirability, and attractiveness of Saddlebrook Estates, and for conducting the business required of the Association by the State of Texas, the City of Keller, and the Association's governing documents. The payment of assessments is the primary source of income that enables the Association to fulfill its responsibilities. Failure by an owner to pay assessments shall be deemed a violation, which could prevent the Association from performing its responsibilities and/or cause irreparable harm to Saddlebrook Estates. Therefore, the Association establishes fair and transparent assessment collection procedures that ensure ongoing income to the Association, predictability to owners in managing their financial responsibilities, and flexibility to an owner that finds himself or herself in temporary financial difficulty. To that end, the general procedures for collecting assessments are set out below.
- 7.1.3.4 Default, Delinquency Status, and Credit Reporting If the assessment remains unpaid thirty (30) days after the due date, the owner shall be deemed in default and the owner's account is deemed delinquent. The delinquent status continues until all assessments and collection costs are paid in full. The Association may send written notice of non-payment to the defaulting owner, stating the amount delinquent, and stating that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the expense of the defaulting owner. The Association may report the default status of the owner to one or more credit reporting services.
- 7.1.3.5 Late Fees and Interest If the owner's account is deemed delinquent, the Association or its managing agent may levy a monthly late fee and/or monthly interest at the rate of 1.5% on the total account balance. The Association shall conform strictly to the applicable usury laws of the State of Texas. Notwithstanding any provisions in this Declaration or any other governing documents of the Association, the Association shall not be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If the Association receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount shall be applied to the reduction of unpaid assessments, or reimbursed to the owner if assessments are paid in full. The Board of Directors may waive properly levied late fees and interest.
- 7.1.3.6 Collection Costs The defaulting owner shall be liable to the Association for the costs of certified mail, returned check and insufficient funds fees, credit reports, title reports, assessment liens, releases of liens, attorney's fees, filing fees, court costs, and other reasonable costs incurred by the Association in collection of the delinquent amount. The Board of Directors may waive properly levied collection costs.

- 7.1.3.7 Notice of Demand for Payment If the delinquent amounts remain unpaid after thirty (30) days from the date of the Notice of Nonpayment, the Association may send a notice of demand for payment to the defaulting owner, stating the amount delinquent, stating where payment shall be made, and stating that if full payment is not received within thirty (30) days, the Association may refer the delinquent account to the Association's attorney for collection.
- 7.1.3.8 Due Diligence If the delinquent amounts remain unpaid after thirty (30) days from the date of the Notice of Demand for Payment, the Association may obtain a title report and conduct due diligence to determine the names and current address of the owners for purposes of referral of the account to the Association's attorney for collection.
- 7.1.3.9 Collection by Attorney If the delinquent amounts remain unpaid after thirty (30) days from the date of the Notice of Demand for Payment, the Association may refer the account to the Association's attorney. In that event, the owner shall be liable to the Association for its attorney's fees and costs. Upon referral of a delinquent account to the Association's attorney, the Association's attorney shall send a Notice of Intent to Lien, stating the amount due, stating where payment shall be made, and stating that if full payment is not received within thirty (30) days, that a lien for delinquent assessments and fees, interest, and collection costs associated with delinquent assessments shall be filed against the property in the real property records of Tarrant County, Texas. If the delinquent amounts remain unpaid after thirty (30) days from the date of the Notice of Intent to Lien, the Association's attorney shall file a Notice of Lien in the real property records of Tarrant County, Texas.
- 7.1.3.10 Payments in Delinquency If the owner's account is deemed delinquent, and the Association notifies the owner of a delinquency and the owner's liability for late fees, interest, and collection costs, any payment received by the Association shall be applied in the following order: delinquent assessments; current assessments; attorney's fees, late fees, interest, and collection costs associated with delinquent assessments; other attorney's fees; fines; any other amount.
- 7.1.3.10.1 Payment Plans The Board of Directors shall offer a payment plan to a delinquent owner with minimum term of three (3) months and a maximum term of nine (9) months from the date a payment plan is requested by the owner, with hardship exceptions approved at the discretion of the Board of Directors. The Board of Directors shall determine the actual terms of the payment plan offered to the owner, and the owner may be charged reasonable costs and interest. An owner shall not be entitled to a payment plan if the owner has defaulted on a previous payment plan in the last two (2) years.
- 7.1.3.10.2 Notice of Payment If the Association receives full payment after reporting the defaulting owner to a credit reporting service, the Association shall report receipt of payment to the credit reporting service. If the Association receives full payment of the delinquency after recording a Notice of Lien, the Association shall cause a release of lien to be recorded in the real property records of Tarrant County.

- 7.1.3.11 Foreclosure of Lien Each owner, by acceptance of the deed or other instrument of conveyance for his or her lot within the Subdivision, whether expressed in any such deed or other instrument of conveyance, shall be deemed to agree to vest in the Association or its assigns, the right and power, including the power of sale, to bring all actions at law or in equity foreclosing a lien filed against the property for delinquent assessments and fees, interest, and collection costs associated with delinquent assessments against the owner, and the owner shall be liable to the Association for expenses incurred in connection with said foreclosure, including interest, costs, and reasonable attorney's fees. No action to foreclose such a lien shall be taken without express approval by the Board of Directors of the Association.
- 7.1.3.12 Cancellation of Debt If the Board of Directors deems the delinquent amounts to be uncollectible, the Board may elect to cancel the debt on the financial records of the Association, and may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the delinquent owner.
- 7.1.3.13 Collections Schedule The assessment collection calendar and fee schedule currently in effect is as follows:

<u>COLLECTION SCHEDULE</u>			
<u>Date</u>	<u>Action</u>	<u>Authority</u>	<u>Fee</u>
April/May	Board of Directors fixes amount of annual assessment for the current year; Managing agent mails Notice of Assessment to owners, including any past due amounts;	Declaration 7.1.3.1	--
July 1st	Assessment payment due; Owners submit payment to managing agent;	Declaration 7.1.3.2	--
August 1st	Unpaid assessment is delinquent; Account is deemed in default; Managing agent mails Notice of Nonpayment to owner; Owner given 30 days to cure the default by payment or by contacting managing agent to arrange payment plan;	Declaration 7.1.3.4	--
October 1st	Managing agent mails Notice of Demand to owner; Owner given 30 days to cure the default; Monthly Late Fee begins to accrue; Monthly Interest begins to accrue; Monthly Handling Fee begins to accrue;	Declaration 7.1.3.5 Declaration 7.1.3.6 Declaration 7.1.3.7 Management contract	Late Fee \$25.00 (per month); Interest at 1.5% (per month); Handling Fee \$25.00 (per month); Notice of Demand Fee \$49.90
November 1st	Managing agent conducts due diligence in preparation for lien process	Declaration 7.1.3.6 Declaration 7.1.3.8 Management contract	Title Search Fee \$118.74
December 1st	Account referred to attorney for collection and lien process; Attorney mails Notice of Intent to Lien to owner; Owner given 30 days to cure the default;	Declaration 7.1.3.6 Declaration 7.1.3.9 Management contract	Notice of Intent to Lien Fee \$60.00
January 1st	Attorney files Assessment Lien against owner's property; Board of Directors notified by managing agent at next meeting; Board of Directors monitors account to determine if foreclosure is appropriate;	Declaration 7.1.3.6 Declaration 7.1.3.9 Declaration 7.1.3.11 Management contract	Lien Fee \$229.04

7.1.4 Special Assessments

- 7.1.4.1 Due Date If the Association levies a special assessment at an annual or special meeting of the members, the special assessment shall be due on the date established by the Board of Directors. The Association shall notify all members by written notice to each of the members within sixty (60) days after the date on which the assessment has been fixed and levied, giving the amount of the special assessment, when the same shall be due, and where payment shall be made. The Board of Directors may allow the special assessment to be paid in installments.
- 7.1.4.2 Installments and Acceleration If a special assessment is payable in installments, and if an owner defaults in the payment of any installment, the Association may declare the entire special assessment in default and accelerate the due date on all remaining installments of the special assessment. The acceleration of the due date shall only be permitted after the Association gives the owner fifteen (15) days written notice of the intent to declare the owner in default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the defaulted special assessment amount, the Association shall have no duty to reinstate the installment program upon partial payment by the owner. Following acceleration of the defaulted special assessment amount, the amount shall be subject to the collection process in effect for regular assessments.
- 7.1.4.3 Shortfall Assessments A shortfall assessment shall be collected in the same manner as a special assessment.

7.2 Compliance with Covenants, Conditions and Restrictions

- 7.2.1 Delegation The Association delegates enforcement of the covenants, conditions and restrictions regarding modifications to an owner's property to the Architectural Review Committee, with the Board of Directors hearing appeals of the Architectural Review Committee's decisions. The Board of Directors is responsible for enforcement of the remainder of covenants, conditions and restrictions. The Board of Directors may delegate, while retaining oversight, enforcement responsibilities to a management agent.
- 7.2.2 Discretion The Association, Board of Directors, and/or the Architectural Review Committee shall not be liable to any owner or to any other person or entity for failure or inability to enforce or attempt to enforce any covenant, condition or restriction.
- 7.2.3 Reporting of Violations Violations of the covenants, conditions, and restrictions may be reported to the Board of Directors by the Architectural Review Committee for non-compliance with the approval process, by an owner or resident of the subdivision based on his or her observation, by the Association's management agent through routine compliance inspections, or by other means.
- 7.2.4 Policy The Association is responsible for promoting and assuring that Saddlebrook Estates is a quality residential community, and enhancing and protecting the value, desirability, and attractiveness of Saddlebrook Estates through enforcement of the subdivision's governing documents. Failure by an owner, an owner's family members, tenants, occupants, guests, invitees, or licensees to comply with the governing documents shall be deemed a violation by the owner, which could prevent the Association from performing its responsibilities and/or cause irreparable harm to Saddlebrook Estates. Therefore, the Association establishes fair and transparent compliance enforcement procedures, not to punish owners or generate revenue for the Association, but to discourage violations, and to balance the value, desirability,

and attractiveness of the subdivision with the owner's free and creative use of his or her home. To that end, upon verification of the existence of a violation, the Association, through its Board of Directors, shall have grounds to take enforcement action against the owner in violation. The general procedures for enforcing compliance with the governing documents are set out below.

7.2.5 Enforcement Actions Enforcement actions against the owner may include any or all of the following remedies.

7.2.5.1 Fines The Association may, subject to notice provisions under the Texas Property Code, impose reasonable monetary fines, which shall constitute and become a part of the owner's assessment obligation to the Association, secured by the assessment lien upon the owner's lot as provided in this Declaration. Fines may continue to be imposed until a violation is cured, if of a curable nature.

7.2.5.2 Charges for Property Damage The Association may charge an owner for property damage caused by the owner, his or her family members, tenants, occupants, guests, invitees, lessees, or licensees.

7.2.5.3 Self-Help Remedies The Association may exercise a right of entry to an owner's lot as necessary for emergency, security, and/or safety reasons, and take the necessary corrective action to bring the owner's lot into compliance with the governing document. Self-help includes, but is not limited to, removing non-conforming structures and/or improvements, or performing maintenance on an owner's lot.

7.2.5.3.1 Right of Entry The right of entry may be exercised by the Board of Directors, Association officers or agents, law enforcement officers, or emergency personnel. In exercising the self-help and/or right of entry, the Association, its officers, its agents, or the Board of Directors shall not be held liable for trespass or any tort, or for any damages arising from or in connection with the exercise of self-help and/or the right of entry.

7.2.5.3.2 Self-Help Costs All costs incurred by the Association in connection with the exercise of a self-help remedy and/or the right of entry shall be charged to the owner of the lot at the time the self-help costs were incurred. These costs, which may include actual costs incurred by the Association and an administrative fee set by the Board, shall be added to the violating owner's assessment account and shall be secured by the continuing lien against the owner's lots as provided in this Declaration.

7.2.5.4 Real Property Records Filings The Association may record documents to give the public notice of violations existing on the property or notice of a lien for unpaid assessments associated with violations in the real property records of Tarrant County, Texas, subject to the provisions of the Texas Property Code.

7.2.5.5 Judicial Action The Association may file a judicial action to recover sums due for damages, to obtain an order allowing foreclosure, and/or to seek injunctive relief, maintainable by the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved owner. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association reserves the right to seek injunctive relief at any time regardless of these provisions requiring notice for violations, if the violation a)

constitutes a material danger to persons or property, b) will cause irreparable harm to persons or property, and/or c) is determined by the Association, through its Board of Directors, to be a nuisance.

7.2.5.6 Non-Exclusive Remedies The imposition of monetary fines and charges, the exercise of self-help remedies, the filings of documents in the real property records of Tarrant County, Texas, or the filing of judicial actions, shall not be construed as exclusive remedies, and shall be in addition to all other rights and remedies to which the Association may otherwise be entitled.

7.2.6 Notification of Violation Prior to taking enforcement action, the Association shall provide the owner with the statutory notice required by the Texas Property Code.

7.2.6.1 Courtesy Notice Prior to sending the statutory notice required by the Texas Property Code, the Association may send the owner an initial notice which advises the owner of the violation, requests correction of the violation, provides fourteen (14) days to correct the violation, and describes the consequences if the violation is not requested, and provides contact information for the Board of Directors and/or the Association's management agent. The Association may assess the costs incurred by the Association in connection with sending the courtesy notice to the owner's account.

7.2.6.2 Statutory Notice The Association shall send notice of the violation by certified mail to the owner at the last-known address as shown in the Association's records. The notice shall a) describe the violation or property damage that is the basis for the fine, charge, and/or self-help remedy, and state any amount due to the Association from the owner, b) inform the owner that he or she may request a hearing under the Texas Property Code before the Board of Directors on or before the thirtieth (30th) day after the date the notice was mailed to the owner, c) inform the owner that he or she may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act, if the owner is serving on active military duty, and d) in the event of a curable violation that does not pose a threat to public health or safety, inform the owner of the date by which to cure the violation and avoid the fine, charge, and/or self-help remedy. The Association shall assess the costs incurred by the Association in connection with sending the statutory notice to the owner's account. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the owner.

7.2.6.2.1 Curable Violations and Cure Period A violation is considered curable if the violation is a continuous action or a condition capable of being remedied by affirmative action on the part of the owner in violation governing documents. Examples of curable violations may be found in the Manual of Operations. If a violation is curable and the Association is required to inform the owner of a date by which the violation must be cured to avoid the enforcement action, the period of time between the date the notice was mailed to the owner and the date the owner must cure the violation must be reasonable. If the owner cures the violation by the date specified in the notice, the enforcement action may not be assessed or taken.

- 7.2.6.2.2 Uncurable Violations and Threat to Health or Safety A violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. In such cases, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy and does not cure the violation. Examples of uncurable violations may be found in the Manual of Operations. A violation is considered a threat to health or public safety if the violation could materially affect the physical health or safety of an ordinary resident. In the case of an uncurable violation or a violation that poses a threat to public health or safety, the Association is not required to give the owner in violation an opportunity to cure the violation to avoid the enforcement action.
- 7.2.6.2.3 Attorney's Fees Before the Association may charge the owner the reasonable attorney's fees and costs incurred by the Association in the enforcement of the governing documents, the Association shall provide the owner with written notice that the Association's attorney's fees and costs shall be charged to the owner if the violation continues after the date by which the violation must be cured. This notice may be included in the statutory notice. The attorney's fees and costs for which the owner is liable shall be added to the violating owner's assessment account and shall be secured by the continuing lien against the owner's lot, as provided in the governing documents.
- 7.2.6.2.4 Notice Not Required The statutory notice is not required for a violation for which the owner has previously been given a statutory notice and the opportunity to exercise any available rights in the preceding six (6) months following the date of the prior statutory notice.
- 7.2.7 Hearing An owner who has received a statutory notice is entitled to a hearing under the Texas Property Code, to appeal the enforcement action. If the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter at issue before the Board of Directors. The general steps for an appeal for the owner entitled to a hearing are as follows:
- 7.2.7.1 The owner shall make a written request to the Association for the hearing on or before the thirtieth (30th) day after the date that the notice was mailed to the owner.
- 7.2.7.2 The hearing shall be conducted by the Board of Directors. Additional guidance regarding the hearing agenda may be found in the Manual of Operations.
- 7.2.7.3 The hearing shall be held not later than thirty (30) days after the Board of Directors receives the owner's written request for the hearing.
- 7.2.7.4 The Board of Directors shall notify the owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing.
- 7.2.7.5 The Board of Directors or the owner may request a postponement of the hearing and, if requested, a postponement shall be granted for a period of not more than ten (10) days.

Additional postponements may be granted by the agreement of the parties. The Board of Directors shall notify the owner of the new date, time, and place of the hearing.

- 7.2.7.6 The Board of Directors or the owner may make an audio recording of the hearing.
- 7.2.7.7 The hearing shall be a Board of Director executive session restricted to the owner, the Board of Directors, and the third parties determined to be necessary by the Board of Directors, in its sole discretion, to conduct the hearing. The owner may attend the hearing in person, may be represented by another person, or may submit written communication.
- 7.2.7.8 The hearing may be held with or without the presence of the owner or the owner's representative.
- 7.2.7.9 The Board of Directors shall consider the facts and the circumstances surrounding the violation and issue its written decision on the owner's appeal within fifteen (15) days of conducting the hearing. The written decision shall include the final decision and any further curative action to be taken by the owner, if any.
- 7.2.7.10 The minutes of the hearing must contain a statement of the results of the hearing and the amount of the fine, charge, if any, imposed, and the self-help remedy, if any, authorized. A copy of the statutory notice and owner request for the hearing should be included in the minutes of the hearing.
- 7.2.8 Notice and Hearing Not Required An owner is not entitled to statutory notice or a hearing if the Association files a judicial action seeking a temporary restraining order, temporary injunction, or an order allowing foreclosure.
- 7.2.9 Proceeding With Enforcement Action The Board of Direction, upon meeting notice and hearing requirements, and determining that an owner is in violation of the governing documents, may take enforcement action.
 - 7.2.9.1 Collection of Fines, Charges, and Costs All fines, charges, and costs shall be billed to the owner's account and will be payable to the Association within thirty (30) days of the date of billing.
 - 7.2.9.2 Non-payment of Fines, Charges, and Costs If the owner fails to pay the billed fines, charges, and costs, the amounts shall be added to the owner's assessments account, which shall be declared in default. The defaulted amounts shall be subject to the collection process in effect for regular assessments.
 - 7.2.9.3 Fining Schedule The Board of Directors may levy a fine that varies from the fining schedule below on a case-by-case basis. The fine collection calendar and fine schedule currently in effect is as follows:

FINE SCHEDULE		
TIER I CURABLE VIOLATIONS		
Notice	Time to Cure	Failure to Cure Fine
Statutory Notice of Violation	15 days	--
Notice of Fine	15 days	\$75.00
2nd Notice of Fine	15 days	\$150.00 (in addition to above amount)
Subsequent Notices of Fine for same or substantially similar violation	15 days	\$225.00 (in addition to previous amounts)
Tier I Violations: Unless designated as a Tier II Violation or an Uncurable Violation, all violations are Tier I Violations		
TIER II CURABLE VIOLATIONS		
Notice	Time to Cure	Failure to Cure Fine
Statutory Notice of Violation	30 days	--
Notice of Fine	30 days	\$150.00
2nd Notice of Fine	15 days	\$300.00 (in addition to above amount)
Subsequent Notices of Fine for same or substantially similar violation	15 days	\$450.00 (in addition to previous amounts)
Tier II Violations: Declaration Sections 6.1.2.1.4, 6.2.2.10, 6.2.2.11, 6.2.2.13, 6.2.2.14, 6.2.2.16, 6.2.2.20.1.4, 6.2.2.20.2, 6.2.2.24, 6.2.3.6, 6.2.3.13, 6.2.3.14, 6.2.4.1, 6.2.4.2.2, 6.2.4.4, 6.2.4.10, 6.2.4.11, 6.2.4.12, 6.2.4.17, 6.2.4.23.2, 6.2.4.23.3		
OWNER'S RIGHT TO A HEARING		
An owner who has received a statutory notice is entitled to a hearing under the Texas Property Code to appeal the enforcement action. If the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing within thirty (30) days of the date the notice was mailed to the owner to discuss and verify facts and resolve the matter at issue before the Board of Directors.		
UNCURABLE VIOLATIONS AND VIOLATIONS POSING A THREAT TO PUBLIC HEALTH OR SAFETY		
Notice	Fine	
Notice of Fine	\$375.00	
If violation is ongoing, Association may pursue self-help or legal remedies.	--	
Uncurable Violations: Declaration Sections 6.2.2.1, 6.2.2.2, 6.2.2.3, 6.2.2.4, 6.2.2.5, 6.2.2.6, 6.2.2.7, 6.2.2.8, 6.2.2.9, 6.2.2.12, 6.2.2.15, 6.2.2.19, 6.2.2.23, 6.2.4.2.5, 6.2.4.3, 6.2.4.5, 6.2.4.6, 6.2.4.7, 6.2.4.8, 6.2.4.13, 6.2.4.19, 6.2.4.27.1, 6.2.4.27.2, 6.2.4.27.3, 6.2.4.27.4, 6.2.4.27.5, 6.2.4.27.6		

CERTIFICATION

I certify that I am the duly-elected Secretary of Keller Saddlebrook Estates Homeowners Association, and that this constitutes the Declaration of Covenants, Conditions and Restrictions of the Corporation. This Declaration of Covenants, Conditions and Restrictions was amended by the Corporation at a meeting on **November 6, 2025**.

Signed this ____ day of _____, 2025.

Jennifer Poe Umphress, Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned Notary Public, on this day personally appeared Jennifer Poe Umphress, as Secretary of Keller Saddlebrook Estates Homeowners Association, known to me by identification through an identification card bearing her photograph and signature to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the instrument for the purposes expressed in it.

Given under my hand and seal of office on this ____ day of _____, 2025.

Notary Public, State of Texas

EXHIBIT A

The 28.467-acre tract described by metes and bounds in the Owner's Certification of the Final Plat of Keller Saddlebrook Estates, Phase I Addition, recorded August 12, 1998, as Instrument D198183529, in Cabinet A, Slide 4426, Plat Records, Tarrant County, Texas.

The 26.470-acre tract described by metes and bounds in the Owner's Certification of the Final Plat of Keller Saddlebrook Estates, Phase II Addition, recorded March 30, 2000, as Instrument D200065957, in Cabinet A, Slide 5763, Plat Records, Tarrant County, Texas.

The 23.9118-acre tract described by metes and bounds in the Owner's Certification of the Final Plat of Keller Saddlebrook Estates, Phase III Addition, recorded May 7, 2002, as Instrument D202124607, in Cabinet A, Slide 7462, Plat Records, Tarrant County, Texas.

