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11/13/2025 02:11 PM Page: 1 of 31 Fees: $140.00
NOTICE
SUBMITTER: JENNIFER UMPHRESS

MARY LOUISE NICHOLSON
COUNTY CLERK

NOTICE OF FILING OF DEDICATORY INSTRUMENT
KELLER SADDLEBROOK ESTATES HOMEOWNERS ASSOCIATION

STATE OF TEXAS §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF TARRANT §

This Second Amended Declaration of Covenants, Conditions, and Restrictions for Keller Saddlebrook Estates Homeowners Association ("Declaration"), is made this November 6, 2025, by 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.

WITNESSETH:

WHEREAS, Murchison Properties, Inc., a Texas Corporation, and Engle Homes/Texas Inc., a Florida Corporation, recorded a Declaration of Covenants, Conditions, and Restrictions for Saddlebrook on July 29, 1997, as Instrument D197135290 of the Deed Records of Tarrant County, Texas, and made applicable to Phase III of Keller Saddlebrook Estates by that certain Declaration of Covenants, Conditions and Restrictions for Saddlebrook III Homeowners Association recorded on or about May 16, 2002, as Instrument D202134999 of the Deed Records of Tarrant County, Texas (collectively "the Original Declaration"); and

WHEREAS, the Original Declaration was amended by that certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions, (the "First Amendment") recorded on April 5, 2006, under Instrument D206097481 and by that certain First [sic] Amendment to the Declaration of Covenants, Conditions, and Restrictions, recorded on November 19, 2019, under Instruments D219260751 and D219260746 of the Deed Records of Tarrant County, Texas (the "Second Amendment"); and

WHEREAS, the Original Declaration was further amended on March 21,2012 by Instruments D212068408, D212068409, D212068410, D212068411, D212068412, D212068413, and D212068414, and on April 1, 2016 by Instrument D216066477; and

WHEREAS, Article VII, Section 7.5 of the Original Declaration provides for amendment of that instrument upon the express written consent of at least sixty-six and two-thirds percent (66 2/3%) of the total outstanding votes held by the owners at a meeting at which a quorum is present; and

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allotted to property owners entitled to vote on the amendment of the declaration and Section 209.0041(h-1) provides that if the declaration contains a lower percentage than sixty-seven (67%) the percentage in the declaration controls, and

WHEREAS, the Original Declaration does not provide for a quorum for amendment of that instrument after the Owner Control Date, and the First Amended Bylaws recorded on October 7, 2005 as Instrument D205298017 provides, in the absence of a provision for quorum in the Declaration, a quorum of five percent (5%) of the total votes of the Association, and

WHEREAS, Owners representing at least five percent (5%) of the total votes of the Association makes this Declaration of Covenants, Conditions and Restrictions ("Declaration") concerning the residential subdivision known as Keller Saddlebrook Estates, desires to revoke and replace the Original Declaration, as amended by the First Amendment and the Second Amendment, with the covenant, conditions and restrictions set forth in this Declaration for the purpose of making Saddlebrook Estates 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.

NOW 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.

CERTIFICATION

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

Signed this 13th day of November, 2025.

Jennifer Poe Umphress, Secretary
Keller Saddlebrook Estates Homeowners Association

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 13th day of November, 2025.

Notary Public, State of Texas

CELIA LEWIS
Notary ID #128798480
My Commission Expires
November 10, 2027

AFTER RECORDING RETURN TO:
Jennifer Poe Umphress
P. O. Box 2493
Keller, TX 76244

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

1. DEFINITIONS

1.1 Association: the Keller Saddlebrook Estates Homeowners Association, a Texas non-profit corporation, its successors and assigns.

1.2 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, and which is filed in the real property records of Tarrant County, Texas.

1.3 Bylaws: this Second Amended Bylaws, required by the state to be prepared and maintained by the Board of Directors and approved by the Association, which governs the internal management of the Association, and which is filed in the real property records of Tarrant County, Texas.

1.4 Common Areas: 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, rights-of-way, and landscaping, all as designated in the Manual of Operations.

1.5 Declaration: this Second Amended 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, this Declaration, the Bylaws, the Manual of Operations, the Management Certificate, and any other instrument recorded as part of the Association's dedicatory instruments (as that term is defined in Section 209.002(4) of the Texas Property Code), as each may be supplemented or amended from time to time.

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 Management Certificate: the certificate required to be recorded by the Association pursuant to Section 209.004 of the Texas Property Code and filed with the Texas Real Estate Commission.

1.11 Manual of Operations: the Manual of Operations prepared, maintained, and approved by the Board of Directors, that contains any policies, rules and regulations, and design standards of the Association, and which is filed in the real property records of Tarrant County, Texas.

1.12 Member: every person or entity who is subject to membership in the Association.

1.13 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.

1.14 Property or Subdivision: real property known as Saddlebrook Estates, described in Exhibit A below.

1.15 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.

1.16 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 Invalidation 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.

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.

The membership rights of an owner which is not a natural person may be exercised by the officers, directors, partners, or trustees, or by the individuals designated from time to time by the owner in writing provided to the Secretary of the Association. Membership shall be appurtenant to and shall run with the ownership of the lot which qualifies the owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the lot.

3.3 Voting Members shall be entitled to one (1) vote for each lot owned, provided, there is only one vote per lot. Members may vote in the manner provided in the Bylaws. 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.

3.4 Property Rights Each owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the common area, including, but not limited to, a perpetual easement over the property's streets, as may be reasonably required, for the use and enjoyment of the property and his or her residence, subject to:

3.4.1 this Declaration and any other applicable covenants or easements, as they may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association;

3.4.2 the right of the Board of Directors to adopt rules regulating the use and enjoyment of the common area, including rules governing the parking of vehicles on the public streets, including the types of vehicles permitted to park on the public streets, persons who may park on the public streets and the duration of time vehicles are allowed to park on the public streets;

3.4.3 the right of the Board of Directors to suspend the right of an owner to vote on any matter other than the election of directors or matters concerning the rights or responsibilities of the owner (i) for any period during which any assessment or other charge against such owner's lot remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the governing documents after notice and a hearing as required by law;

3.4.4 the right of the Board of Directors to dedicate or transfer all or any part of the common area; and

3.4.5 the right of the Board of Directors to mortgage, pledge or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred, subject to any limitations contained in the Bylaws.

3.5 Delegation of Use Any owner may extend his or her right of use and enjoyment of the common area to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board of Directors and in accordance with procedures it may adopt. An owner who leases his or her lot shall be deemed to have assigned all such rights to the lessees of such lot.

3.6 Private Use The common area is intended for the exclusive use of the property's owners and their family members, tenants, guests, and invitees. Neither the Association nor Declarant intends for the common area to be a public accommodation or a public facility.

3.7 Rules and Regulations The Board of Directors may adopt, amend, repeal and enforce reasonable rules and regulations, and impose penalties for infractions thereof, governing the occupancy, lease, use, disposition, maintenance, appearance, and enjoyment of the common areas and lots, and governing the parking of vehicles on the public streets, including the types of vehicles permitted to park on the public streets, persons who may park on the public streets and the duration of time vehicles are allowed to park on the public streets. Any such

rules and regulations may include the right to prohibit or to restrict. Such rules and regulations shall be consistent with the rights and duties established by this Declaration. Such rules and regulations shall be binding upon all owners, occupants, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a majority of the Members.

4. ASSOCIATION COVENANTS

4.1 Governing Authority The Association and Board of Directors shall be bound by the terms and conditions of the governing documents.

4.2 Principal Address The Association shall maintain a principal address and shall include that address in the Manual of Operations and the Management Certificate. The Association shall update the Manual of Operations and Management Certificate of any changes to its principal address. In the absence of any other address, the Association's principal address shall be the address designated in the Management Certificate.

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 owner's registered email address as 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 area, 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 Specific Assessments The Association shall have the power to levy specific assessments against a particular lot which is subject to assessment as follows:

4.5.4.1 to cover costs incurred in bringing a lot into compliance with the provisions of the governing documents;

4.5.4.2 to cover the costs of providing benefits, items or services not provided to all lots, such as landscape maintenance, pest control service, security and transportation services; such assessments may be levied in advance of the provisions of the requested benefit, item or service as a deposit against charges to be incurred;

4.5.4.3 for fines levied pursuant to the governing documents;

4.5.4.4 for damages caused to the common areas by the owner, his or her family, guests, tenants, invitees, contractors or employees;

4.5.4.5 for architectural review fees; and

4.5.4.6 for any other cost or expense authorized by the governing documents to be levied against an owner and his or her lot which is not part of the annual assessment or special assessment.

4.5.5 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.

4.5.6 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. To further this purpose, the Board may adopt and amend from time to time design standards which shall be applicable to all exterior modifications to a lot. Any amendments to the design standards shall be prospective only and shall not apply or require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the design standards, and the Board is expressly authorized to amend the design standards to remove requirements previously imposed or otherwise to make the design standards less restrictive. The design standards may contain general provisions applicable to all of the property, as well as specific provisions which vary from one portion of the property to another depending upon location and unique characteristics.

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 and the design standards. 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 design standards provided herein against any other owner.

4.6.4 Variances The Architectural Review Committee may authorize variances from compliance with the design standards when circumstances, such as topography, natural obstructions, hardship or aesthetic or environmental considerations so require. Such variances shall be consistent with the overall objectives of the Declaration as determined by the Architectural Review Committee in its sole discretion. Such variances shall not, however, (i) be effective unless in writing, (ii) be contrary to the restrictions set for in this Declaration, (iii) adversely affect adjoining property (as determined by the Architectural Review Committee in its sole discretion, or (iv) estop the Architectural Review Committee from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not constitute hardships.

4.6.5 Liability Review and approval of any application is made on the basis of aesthetic considerations only, and the Architectural Review Committee shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes, and other governmental requirements, or (iii) conformity of quality, value, size, or design among lots. The Architectural Review Committee's approval of any plans shall not be construed as representing, implying or covenanting that (i) any improvements will be built in accordance with the approved plans, (ii) any improvements built in accordance with approved plans are or will be built in a good and workmanlike manner or are or will be free from defects or problems, and (iii) approved plans are complete, accurate or adequate, or satisfy applicable requirements of the City of Keller. NEITHER THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL REVIEW COMMITTEE, NOR MEMBER OF ANY OF THE FOREGOING, SHALL BE HELD LIABLE FOR ANY DEFECTS OR INADEQUACIES IN THE PLANS. THE FAILURE OF APPROVED PLANS TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE CITY OF KELLER, ANY DEFECTS OR INADEQUACIES WITH ANY IMPROVEMENTS CONSTRUCTED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY DRAINAGE OR FOUNDATION PROBLEMS, OR FOR ANY INJURY, DAMAGES, OR LOSS ARISING OUT OF THE MANNER OR QUALITY OF APPROVED CONSTRUCTION ON OR MODIFICATIONS TO ANY LOT.

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 Common Areas The Association shall operate, maintain and, when necessary, repair and/or replace the landscaping improvements, lighting, and irrigation systems located in the common areas, 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's Records Policy may be found in the Manual of Operations.

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.

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, b) special assessments, and c) specific assessments. Such assessments shall be established, fixed, and collected as provided in this Declaration. The annual, special, and specific assessments, together with such interest, late charges, 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, special assessments, or specific assessments by waiver of the use or enjoyment of any portion of the subdivision or by abandonment of the residence. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association or for inconvenience or discomfort arising from the making of repairs or improvements, or from any action taken to comply with any laws, ordinance, or with any order or directive of any municipal or other governmental authority or for any other action taken or failed to be taken by the Association.

5.3.1 Subordination to Purchase Money Lien The lien securing the annual assessments, special assessments, and specific 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 prior written 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 Request for Approval of Modification 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 Request for Approval of Modification 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 Request for Approval of Modification 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. On or before ten (10) days after applicant's receipt of the Architectural Review Committee's disapproval of plans, the applicant may also appeal the Architectural Review Committee's decision to the Board of Directors by delivering to the Association a written request for appeal. Upon

the applicant's timely request for an appeal, the Board of Directors shall consider the appeal in executive session within thirty (30) days of the Association's receipt of the appeal. The applicant and/or his, her, or its representative shall be given at least ten (10) days' notice of the session and shall be given a reasonable opportunity to be heard during the session. The Board of Directors may permit the Architectural Review Committee, owners, builders, architects, engineers, or similar professionals, to attend the session and/or provide information to assist the Board of Directors in discharging its duties under this section. The applicant shall reimburse the Association for reasonable compensation paid by the Association to any such professional to attend or assist the Board of Directors in deciding on an appeal under this section. The Board of Directors shall decide on the appeal and notify the applicant of the Board's decision within ten (10) days of the session. If the Board of Directors fails to timely hold the session or to timely notify the applicant of the Board's decision, the matters which are the subject of the appeal shall be deemed approved.

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 or 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, provided, however, that nothing in this section shall be interpreted to restrict the ability of one or more adults meeting the definition of a single-family from residing with any number of persons under the age of eighteen (18) over whom such persons have legal authority.

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. Owner shall clear the sidewalks and public street of resulting debris, so as to maintain appearance and to avoid obstruction of drainage paths and storm drains.

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 sanitarily 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 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.

6.2.4.12 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, and signs used by a contractor to advertise during the service period, except (i) up to three (3) professionally-fabricated signs of not more than six (6) square feet for short-term family celebrations or school booster activities, and (ii) political signs not exceeding four (4) feet by six (6) feet in size advertising a candidate or measure for an election (but no more than one such sign for each candidate or measure) provided that such signs are ground mounted and are not erected more than ninety (90) days in advance of the election to which they pertain and are removed within ten (10) days after the election and do not violate any of the provisions of Section 259.002(d) of the Texas Election Code. No displayed signs shall include profanity or obscene images.

6.2.4.13 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.

6.2.4.14 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.

6.2.4.15 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.

6.2.4.16 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.

6.2.4.17 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.

6.2.4.17.1 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.

6.2.4.17.1.1 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.

6.2.4.17.1.2 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.

6.2.4.17.2 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.

6.2.4.18 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.

6.2.4.19 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.

6.2.4.20 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.

6.2.4.21 Antennas and Satellite Dishes No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite, or other signals of any kind shall be placed, allowed or maintained upon any portion of the property. Notwithstanding the foregoing, (i) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter or diagonal measurement, (ii) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter, or (iii) antennas or satellite dishes designed to receive television broadcast signals [(i), (ii), and (iii) are collectively referred to as "permitted devices"] shall be permitted to be placed on a lot provided that any such permitted device is not visible from neighboring property or is screened from the view of adjacent lots in a manner consistent with this Declaration and design standards. 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.

6.2.4.22 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.

6.2.4.22.1 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').

6.2.4.22.2 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.

6.2.4.22.3 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.

6.2.4.23 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.

6.2.4.24 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.

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

6.2.4.26 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:

6.2.4.26.1 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.

6.2.4.26.2 Minimum Ownership Duration The owner shall not lease the property within one (1) year of the owner's purchase of the property, with hardship exceptions approved at the discretion of the Board of Directors.

6.2.4.26.3 Lease Term The owner shall not lease of the property for a term of less than thirty (30) days. A long-term lease is one which has a term of more than thirty (30) days. Under no circumstances shall any owner lease a property, or a portion of a property, on an hourly basis.

6.2.4.26.4 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.

6.2.4.26.5 Lease Information The owner shall provide ~~a copy of~~ the following information from the lease to the Board of Directors or managing agent:

6.2.4.26.5.1 Names of all tenants and residents covered by the lease,

6.2.4.26.5.2 Names, phone numbers, and email addresses of all tenants and adult residents,

6.2.4.26.5.3 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.

6.2.4.26.6 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 The Association's assessment collection policy may be found in the Manual of Operations.

7.2 Compliance with Covenants, Conditions and Restrictions

7.2.1 Delegation The Association delegates implementation 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 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 Association's enforcement action and fining policy may be found in the Manual of Operations.

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NOTICE
Pages: 31
Fees: $140.00

MARY LOUISE NICHOLSON
COUNTY CLERK

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.