

**THE LAKE FOREST COMMUNITY**

**ROUND ROCK, TEXAS**

**LAKE FOREST I, II AND III**

**DECLARATION OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS**

**DEVELOPED BY:**

**BON TERRE RESIDENTIAL IN ASSOCIATION WITH JOEL H. ROBUCK**

**JUNE 28, 2000**

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**Lake Forest I, II and III  
June 28 , 2000**

**LAKE FOREST COMMUNITY**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), is executed by Bon Terre-B, Ltd., a Texas limited partnership ("Declarant").

**RECITALS:**

- A. Declarant is the fee owner of all of the Phase I Property, the Phase II Property and the Phase III Property hereinafter described.
- B. Declarant intends for the Phase I Property, the Phase II Property and the Phase III Property to be developed as a single-family residential subdivision (the "Subdivision").
- C. Declarant desires to now establish covenants, conditions and restrictions upon the Phase I Property and each and every Lot contained therein, in order to establish a general plan for the development of the Phase I Property.
- D. Declarant desires to establish Homeowners Association Lots and easements on, over and across portions of the Phase I Property for the mutual benefit of all future Owners of Lots within the Phase I Property.
- E. Declarant further desires to create a homeowners association (i) to preserve, operate and maintain the HOA Lots, (ii) to administer and enforce these covenants, conditions and restrictions, (iii) to collect and disburse funds pursuant to the assessments and charges created in this Declaration and (iv) to perform such other acts as shall generally benefit all of the Property hereinafter described.
- F. Declarant further desires to provide for the eventual annexation of the Phase II Property and the Phase III Property to the property covered by this Declaration.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that (a) the Property shall be held, sold, transferred and conveyed subject to the easements, covenants, conditions and restrictions set forth in this Declaration; and (b) these covenants, conditions, restrictions and easements shall run with the land in the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner of all or a part of the Property.

**ARTICLE I**

**DEFINITIONS**

Capitalized terms used in this Declaration and not defined elsewhere herein shall have the meanings assigned to them in this Article I.

Section 1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as the same may from time to time be duly amended.

Section 1.2      "Assessments" shall mean Regular Assessments and Special Assessments as defined below:

(a)      "Regular Assessment" shall mean and refer to the amount assessed to and to be paid by each Owner to the Association for that Owner's portion of the HOA Expenses.

(b)      "Special Assessment" shall mean (i) a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed and attorneys' fees and other charges payable by such Owner pursuant to the provisions of this Declaration, or (ii) a charge against each Owner and such Owner's Lot equal to such Lot's portion of the cost to the Association for increased operating or maintenance expenses or costs or for installation, construction or reconstruction of any Common Areas or any capital improvement located thereon which the Association may from time to time authorize.

Section 1.3      "Association" shall mean and refer to LAKE FOREST COMMUNITY HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 1.4      "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.5      "Bylaws" shall mean and refer to the Bylaws of the Association as the same may from time to time be duly amended.

Section 1.6      "City" shall mean the City of Round Rock, Texas.

Section 1.7      "Committee" shall mean and refer to the Architectural Control Committee for the Property, which Committee shall consist of at least one (1) but not more than three (3) members at all times, all of whom shall be appointed as provided in Section 5.6 herein.

Section 1.8      "FHA" shall mean and refer to the Federal Housing Authority.

Section 1.9      "Final Plat" shall mean and refer to the final plats of the Property approved by the City of Round Rock and filed by Declarant in the Real Property Records of Williamson County, Texas.

Section 1.10    "HOA Expense" shall mean and refer to any and all expenses incurred or to be incurred by the Association in connection with the ownership, construction, maintenance, preservation and operation of the HOA Lots, including the Association's administrative costs incurred in connection therewith, and any other expenses incurred by the Association in the furtherance of its purposes or as prescribed by the Articles and Bylaws.

Section 1.11    "HOA Lots" shall mean and refer to all real property and all easements, licenses, leaseholds, rights, rights-of-way and other interests in real property, if any, and the improvements thereon, within the Property which have not been separately platted as a Lot on which a Residence will be constructed or dedicated to the City or another governmental authority, such "HOA Lots" to include, without limitation, the real property described as HOA Lot on the Final Plat of the Phase I Property and all recreational facilities and related improvements situated thereon; provided, however, additional property constituting a portion of the Phase II Property and the Phase III Property shall be annexed into the HOA Lots by Declarant as provided in Section 7.13.

Section 1.12    "Lot" shall mean and refer to each lot platted on the Property.

Section 1.13 "Masonry" shall mean and refer to brick, brick veneer, stone, stone veneer, stucco or other masonry material approved by the Committee.

Section 1.14 "Member" shall mean and refer to each person and entity, which is a member of the Association as provided for in Section 2.2 hereof.

Section 1.15 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including builders and contract sellers), of the fee simple title to a Lot, but not including those having an interest merely as security for the performance of an obligation.

Section 1.16 "Phase I Property" shall mean and refer to that certain tract of land situated in Williamson County, Texas described in the attached Exhibit "A".

Section 1.17 "Phase II and Phase III Property" shall mean and refer to that certain tract of land situated in Williamson County, Texas described in the attached Exhibit "B".

Section 1.18 "Property" shall initially mean and refer to the Phase I Property and, subsequent to the annexation thereof as provided in Section 7.13 of this Declaration, each annexed portion of the Phase II Property, and the Phase III Property.

Section 1.19 "Residence" shall mean and refer to any detached single-family residence constructed upon a Lot.

Section 1.20 "VA" shall mean and refer to the Veterans Administration.

Section 1.21 "Village I Property" shall mean the following Phase I Property Lots, as shown on the Final Plat:

Block and Lot

1. Block F, Lots 1-67
2. Block G, Lots 1-24
3. Block H, Lots 1-24

Section 1.22 "Village II Property" shall mean the following Phase I Property Lots, as shown on the Final Plat:

Block and Lot

1. Block C, Lots 2-22
2. Block D, Lots 1-40
3. Block E, Lots 1-30

Section 1.23 "Village III Property" shall mean the following Phase I Property Lots, as shown on the Final Plat:

Block and Lot

1. Block A, Lots 2-27
2. Block B, Lots 2-11

## **ARTICLE II**

### **ASSOCIATION**

**Section 2.1     The Association.** The Declarant shall charter the Association under the Texas Non-Profit Corporation Act, for the purposes of assuring compliance with the terms of this Declaration. The Association, acting through its Board, shall have the power to enforce the covenants, conditions and restrictions and all other terms contained in this Declaration, subject to the provisions of the Articles and Bylaws, and shall have all of the powers set forth in the Articles and Bylaws. Declarant, the Association and the Board shall never be under any obligation to enforce the covenants, conditions, restrictions and other terms of this Declaration, and any failure to so enforce shall never give rise to any liability whatsoever on the part of the Declarant, the Declarant's successors and assigns, the Association or the Board.

**Section 2.2     Membership.** Every Owner shall be a member of the Association. Each Owner's membership in the Association shall be appurtenant to and may not be separated from ownership of the Owner's Lot. Any person or entity holding an interest in any portion of the Property merely as security for the performance of any obligation shall not be a member of the Association. Declarant shall be a member of the Association without regard to whether Declarant owns one or more specific Lots until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof.

**Section 2.3     Voting Rights.** The Association shall have one or more classes of voting membership as further described in the Bylaws. All voting rights shall be subject to the provisions and restrictions set forth in the Bylaws. Upon written request by an Owner of a Lot, the Association shall furnish a true, complete and correct copy of the Bylaws certified by an officer of the Association to such Owner.

**Section 2.4     Board of Directors.** The Association shall have a Board of Directors who shall have the powers and duties prescribed in the Articles and Bylaws. The Bylaws shall specify the procedure for election of the directors, as well as the terms to be served by the directors.

## **ARTICLE III**

### **ASSESSMENTS AND FEES**

**Section 3.1     Covenants for Assessments and Initiation Fee.** (a) The Declarant hereby covenants, and each Owner of any portion of the Property by acceptance of a deed, or other conveyance therefor, whether or not it shall be so expressed in such deed or other document, is deemed to covenant and agree to pay to the Association Regular Assessments and Special Assessments, such Assessments to be established and collected as hereinafter provided.

(b) Each Owner who acquires title to a Lot intending to use the Residence constructed thereon as a home shall, on the date the Lot is conveyed to such Owner, pay to the Association an initiation fee for membership in the Association. Each Owner who acquires title to a Lot intending to use the Residence constructed thereon as a home, by acceptance of a deed or instrument of conveyance to such Lot, whether or not it shall be so expressed in such deed or other document, shall be deemed to covenant and agree to pay to the Association the initiation fee herein provided.

(c) The Regular Assessments, Special Assessments and Initiation Fee, together with any interest, costs, and reasonable attorneys' fees provided for under this Declaration, shall be a charge on the land and shall be a continuing lien upon the Owner's Lot against which each such Assessment and fee is made. Each such Assessment and fee, together with any interest, costs, and reasonable attorneys' fees provided for under this Declaration, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time the Assessment or fee fell due. The personal obligation for delinquent Assessments and fees shall not pass to such Owner's successors in title unless expressly assumed by such successor.

**Section 3.2 Initial Initiation Fee and Regular Assessment.** Until adjusted pursuant to the terms of Section 3.9, the Initiation Fee (herein so called) for membership in the Association shall initially be \$100.00 per Lot and the Regular Assessments shall initially be \$400.00 per Lot per calendar year. The initiation fee shall be paid on the date a Lot is conveyed to an Owner intending to use the Residence constructed thereon as a home. The Regular Assessments shall commence as set forth in Section 3.5 below, and shall be payable in advance on February 1 of each year. If the date of commencement of Regular Assessments for an Owner under Section 3.5 is other than February 1, the first Regular Assessment owing by such Owner shall be prorated from the date of the Owner closing until December 31 of the year of Owner closing, and paid to the Association on such date of commencement. The initiation fee and Regular Assessments may be adjusted as determined by the Board pursuant to the Articles and Bylaws and shall be payable as set forth herein, or as otherwise prescribed by the Board.

**Section 3.3 Special Assessments.** In addition to the Regular Assessments authorized above, the Association may levy at any time, in accordance with the Articles and Bylaws, a Special Assessment for the purpose of defraying, in whole or in part, (i) as to Owners generally, the costs of any construction, reconstruction, repair or replacement of a capital improvement on the Common Areas, including fixtures and personal property related thereto, (ii) as to Owners generally, any increased operating or maintenance expenses or costs to the Association, (iii) as to a particular Lot Owner, the costs incurred by the Association with respect to a particular Lot due to the Lot Owner's lack of maintenance of the Lot or other compliance with this Declaration or the Association's rules and regulations, including without limitation, grass and weed cutting, and (iv) as to a particular Lot Owner, HOA Expenses incurred by the Association, in the judgment of the Board, as the result of the willful or negligent act of the Owner or the Owner's family, guests or invitees.

**Section 3.4 Notice and Quorum Requirements.** Written notice of any meeting called for the purpose of taking any action authorized in Section 3.2 and Section 3.3 shall be in accordance with the Bylaws of the Association.

**Section 3.5 Date of Commencement of Regular Assessments.** The Regular Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot in question to an Owner intending to use the Residence constructed on the Lot as a home.

**Section 3.6 Exempt Property.** All HOA Lots and all property dedicated to and accepted by the City or another governmental authority shall be exempt from the Assessments created herein.

**Section 3.7 Remedies of Association.** Any Assessment or Initiation Fee not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum, but in no event in excess of the maximum rate permitted by applicable law. Such Assessment or Initiation Fee and all interest and costs of collection, including administrative costs of the Association and reasonable attorneys' fees, shall be secured by a lien upon the Owner's Lot to which such Assessment, Initiation Fee and costs relate, which lien (i) shall be superior to all other liens and charges against such property, except only for ad valorem tax liens and all sums unpaid

on a bona fide mortgage lien or deed of trust lien of record, and (ii) shall be coupled with a power of sale in favor of the Association entitling the Association to exercise the right of nonjudicial foreclosure sale and the other rights and remedies afforded under Chapter 51 of the Texas Property Code. It is expressly intended that by acceptance of a deed or other form of conveyance to a Lot within the Property, each Owner acknowledges that title is accepted subject to the lien provided for herein, which shall be deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, the Assessment lien having been created prior to the creation or attachment of any homestead right with respect to any Lot.

To evidence the lien, the Association may file a written notice of such lien in the Real Property Records of Williamson County, Texas, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Subsequent to the recording of a notice of lien as provided above, the Association may bring an action at law against the Owner personally obligated to pay the indebtedness secured thereby, and in addition, conduct a nonjudicial foreclosure sale of the Owner's Lot under the Texas Property Code or judicially foreclose the lien against the Owner's Lot, all such remedies being cumulative. In any suit or proceeding against the Owner or the Owner's Lot, the Owner shall be required to pay and shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the Association. No Owner may waive or otherwise escape liability for the initiation fee or Assessments provided for herein by non-use of the HOA Lots or abandonment of the assessed Lot by the Owner.

**Section 3.8 Subordination of Lien to Mortgages.** The lien securing the Assessments and Initiation Fee provided for herein on each Lot shall be subordinate to the lien of any bona fide mortgage or deed of trust of record now or hereafter placed upon such Lot. Sale or transfer of any Lot shall not affect the Assessment and Initiation Fee lien. However, the sale or transfer of any Lot pursuant to a foreclosure of any mortgage or deed of trust lien of record shall extinguish the Assessment and Initiation Fee lien as to Assessments or any Initiation Fee, which became due prior to such sale or transfer. No sale or transfer by foreclosure or otherwise shall relieve such Lot from liability for any Assessments or Initiation Fee thereafter becoming due or from the lien securing such Assessments or Initiation Fee.

**Section 3.9 Duties of the Board.** The Board shall fix the amount of the Initiation Fee and the Regular Assessments from time to time, but no more frequently than once per calendar year. The Board may amend the due dates for the Regular Assessments at any time the amount of the Regular Assessments is fixed. The Board may levy a Special Assessment authorized by this Declaration at any time. The Board shall establish the due date for such Special Assessment at the time of levy. The Board shall prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said Assessments a certificate in writing signed by an officer of the Association setting forth whether said Assessment has been paid.

## **ARTICLE IV**

### **CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS**

**Section 4.1 Platting.** No re-plat of the Property or any portion thereof shall be filed with the City or recorded in the Real Property Records of Williamson County, Texas that has not first been approved by Declarant, with Declarant's approval shown in writing, signed by Declarant, on the face of the plat.

**Section 4.2 Residential Use.** The Property and all Lots shall be used for single-family residential purposes only, except that a Lot may be used by a homebuilder for a model home or as a temporary parking lot adjacent to a model home. No commercial business which receives customers or meets business customers and/or business associates shall be allowed to operate in a single family residential dwelling located on the Lots.

No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residence per Lot not exceeding two stories in height with a private garage as provided below. Each Residence shall be constructed in conformance with minimum FHA and VA standards.

**Section 4.3 Single-Family Use.** Each Residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three (3) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

**Section 4.4 Garage Required.** Each Residence shall have a two-car garage conforming with current City zoning ordinances and codes, and the garage must conform in design and materials with the main structure of the Residence. No garage shall be converted to living space or used in any manner so as to preclude the parking of two automobiles therein, except for temporary usage as part of the sales facilities contained in any model homes constructed by a homebuilder.

Further restrictions for garages are as follows:

(a) Village I Lots and Village II Lots. Each garage constructed on a Village I Lot or Village II Lot shall open directly toward the street, or face perpendicular to the street, or be detached in the rear of the home. Single garage doors shall be used for two or three car garage entry, with a Masonry column constructed between the single garage doors. Double car garage entry doors shall only be allowed if the garage entry is a swing entry, perpendicular to the street.

(b) Village III Lots. Each garage constructed on a Village III Lot shall open perpendicular to the street, shall be a detached garage in the rear of the Lot, or shall open directly to the street, if the garage door is setback a minimum of twenty (20) feet from the front building line of the home. Single garage doors shall be used for two or three car garage entry, with a Masonry column constructed between the single garage doors. Double car garage entry doors shall only be allowed if the garage entry is a swing entry, perpendicular to the street.

**Section 4.5 Restrictions on Re-subdivision.** None of the Lots shall be subdivided into smaller lots.

**Section 4.6 Driveways.** All driveways shall be surfaced with concrete, or a similar substance, if approved in advance by the Committee.

Driveway access to Lake Forest Drive and Collingwood Drive is denied for the following Lots:

- (a) Village I Lots- Block F, Lot 67 and 1
- (b) Village II Lots- Block D, Lots 3, 15, 21, and Block C, Lot 2, and Block E, Lots 1, 8, 9, 16, 17, 24, 25, 30
- (c) Village III Lots- Block A, Lots 2, 9, 10, 17, 18, 27

**Section 4.7 Uses Specifically Prohibited and Other Provisions.**

(a) **Lot Improvements.** No temporary dwelling, outside storage building, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses and gazebos, which may be placed on a Lot with a height no greater than eight (8) feet, and outside storage buildings permitted under Section 4.7(o) below) shall be permitted on any Lot, except that a builder or contractor may have temporary improvements (such as a sales office, parking lot and/or a construction trailer) on a Lot during construction of the Residence on that Lot. No building material of any kind or character shall be placed or stored upon a Lot until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed only within the property lines of the Lot upon which the improvements are to be erected during construction so long as construction progresses without undue delay.

(b) **Vehicle Storage.** No boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any Residence, unless completely concealed from public street view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a Residence in the immediate vicinity.

(c) **Dangerous Cargo.** No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(d) **Vehicle Parking.** No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition, have current license plates and inspection stickers and are in regular use as motor vehicles on the streets and highways of the State of Texas.

(e) **Structures.** No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out -building, shall be used on any of the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during construction periods.

(f) **Mining and Drilling.** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the surface of the Property. No oil wells, tanks, tunnels, mineral excavations or shafts shall 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.

(g) **Animals.** No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. 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 any part of the Property cows, horses, bees, pigeons, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than two (2) pets will be permitted on each Lot. Pets must be restrained or confined to the rear of the Owner's Lot inside a fenced area or within the house. It is the pet Owner's responsibility to keep the Lot



clean and free of pet debris. All animals must be properly tagged for identification and vaccinated against rabies.

(h) **Dumping.** No Lot or other area on the Property shall be used as a dumping ground for rubbish or a site for the 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. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. All containers and other facilities for trash disposal must be located and screened in a manner approved by the Committee.

(i) **Water Supply.** No individual Lot water supply system shall be permitted on the Property.

(j) **Wastewater System.** No individual Lot sewage disposal shall be permitted on the Property.

(k) **HVAC Equipment.** No air-conditioning apparatus shall be installed on the ground in front of a Residence or on the roof of any Residence. No window air-conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of a Residence or at any other location where such would be visible from any street.

(l) **Antennas.** Except with the written permission of the Committee, no antennas, discs or other equipment for receiving or sending sound or video messages shall be permitted on the Property except for antennas for AM or FM radio reception and UHF or VHF television reception. All antennas shall be located inside the attic of the main residential structure, except that, with the written permission of the Committee, one antenna may be permitted to be attached to the roof of the main residential structure (but only if the place of attachment is not visible from the street in front of the house) and to extend above said roof a maximum of five (5) feet.

No more than one (1) satellite dish, maximum size of twenty (20) inches in diameter shall be allowed to be installed on a Lot. The allowable 20" dish installation specifications are as follows:

- (1) Dish may be located on the rear wall of the home, or mounted on a pole installed in the rear yard or side yard in a location meeting the minimum rear and side yard building setback provisions.
- (2) Any dish located in the Lot side yard must be to the rear of a point located twenty (20) feet behind the front building line of the residential dwelling.
- (3) Dish to be located no higher than the roofline of the dwelling where the dwelling wall meets the roofline.

(m) **Residential Use.** No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted on the Property which is not related to single-family residential purposes. No noxious, offensive or noisy activity shall be undertaken on the Property, and nothing shall be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph or Section 4.2 shall prohibit a builder's temporary use of a Residence as a sales office until such builder's last Residence on the Property is sold. Nothing in this subparagraph shall prohibit an Owner's use of a Residence for quiet, inoffensive activities such as tutoring or

giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining Owners' use and enjoyment of their Residences and yards.

(n) **Sight Lines.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six 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 ten feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(o) **Outside Storage Buildings.** Except for dog houses, greenhouses, gazebos, children's playhouses or play equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon. The referenced facilities must be located to meet the minimum setback lines of the Lot.

Outside storage buildings shall only be allowed with the express written advance permission of the Committee, and must meet the following minimum specifications:

- (1) Size no greater than eight (8) feet wide by twelve (12) feet long.
- (2) Ceiling plate line height no greater than eight (8) feet.
- (3) Siding material must be the same type and color masonry as the Residence on the Lot, and the roof material must be the same type and color material as the Residence roof.
- (4) Location of building must meet the minimum side yard and rear yard setback provisions for the Lot.

(p) **Easements.** Within easements on each Lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(q) **Drainage.** Lot drainage shall follow the natural drainage to the street, utility easement or downhill property line. The Owner is responsible for managing the Lot surface drainage. After Declarant has graded a Lot, the general grading, slope and drainage plan of a Lot may not be altered without (i) written permission of the Committee and (ii) any approvals of the City and other appropriate agencies having authority to grant such approval which may be required.

(r) **Signs.** No sign of any kind shall be displayed to the public view on any Lot except (i) one professionally fabricated sign of not more than five (5) square feet advertising the Residence for rent or sale; (ii) signs used by Declarant or by a builder building homes within the Property to advertise the Property during the development, construction and sales periods; and (iii) signs advertising development of Residences on property of Declarant or its successors in title. Declarant, the Committee or the Association shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

(s) **Yard Screening.** The drying of clothes in public at street-level view is prohibited. The Owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall install a suitable enclosure to screen from public street-level view equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(t) **Burning.** Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

(u) **HVAC Screening.** All exterior mechanical equipment, including, but not limited to, HVAC equipment, shall be located on the side or rear yard of each Lot and shielded with landscaping material or fencing from public view from any adjacent street.

(v) **Utilities.** All utilities shall be installed underground, with the exception of the required grade level utilities structures, such as transformers, gas meters and connection facilities. Electric transformers shall be installed in the front or rear yard setback line of the Lot. Any electric transformer installed in the front yard setback of the Lot line shall have landscaping installed around all sides of the structure. Perimeter landscaping is not required for gas meters, cable TV boxes and telephone boxes.

(w) **Propane Tanks.** Propane tanks, with the exception of outside liquid propane tanks no greater than 50-pound capacity for outdoor grill cooking shall not be installed or constructed on a Lot.

(x) **Minimum Gas Usage.** Each Owner shall install a minimum of TXU gas service for HVAC heating, clothes dryer and one other use with each constructed home.

(y) **Trash Management on Lots.** Each Owner shall have the responsibility to maintain, at its sole cost and expense, each Lot free and clear of excessive construction debris, trash and unsightly materials.

**Section 4.8 Minimum Floor Area.** The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings,

- (a) shall not be less than 1,800 square feet on any Lot within the Village I Property,
  - (b) shall not be less than 2,000 square feet on any Lot within the Village II Property,
  - (c) shall not be less than 3,000 square feet on any Lot within the Village III Property;
- provided, however, the Committee shall have the right, in its discretion, to allow variances of up to two hundred (200) square feet from the minimum and maximum square footage referenced in (a) or (b) or (c) above.

**Section 4.9 Building Materials.** Unless otherwise approved in writing by the Committee, the front wall area (exclusive of windows) of each Residence constructed on a Lot, including, but not limited to, chimney flues, shall be not less than 100% Masonry.

The total exterior wall area of each Residence constructed on a Village I Lot or Village II Lot, including, but not limited to, chimney flues, shall be not less than 75% Masonry, and not less than 100% Masonry for a Village III Lot (or a higher percentage if required by the City); provided, windows, doors and gables shall be excluded from the calculation of the total exterior wall area.

First and second floor box windows are allowed on the Residence wall, and wood trim is allowed on these specific box window elevations. With the advance permission of the Committee, Hardie plank, or similar Cement based building material, shall be allowed on front building elevation locations where Masonry is difficult to support or install.

Notwithstanding the foregoing, unless otherwise approved in writing by the Committee, each Residence side constructed on a Lot adjacent to Forest Creek Drive, Lake Forest Drive, Fernspring Drive, Gattis School Drive, and Collingwood Drive shall be 100% Masonry, including chimneys constructed adjacent to these same streets.

**Section 4.10 Setback Restrictions.** No Residence shall be located on any Lot nearer to the front Lot line, a side Lot line or the rear Lot line than the minimum setback lines shown on the Final Plat or required by the City, whichever is more restrictive.

**Section 4.11 Fences and Retaining Walls.** Any fence must be constructed of Masonry, Cedar wood or wrought iron, or another material approved by the Committee. Any wood fence facing any street must be constructed so that the side of the fence containing the three (3) horizontal structural supports is not visible from such street. No fence shall be permitted to extend nearer to any street abutting the front Lot line than the front building line of any Residence.

All fences installed on a Village I Lot or Village II Lot shall be constructed of Cedar wood, wrought iron or Masonry, except any Village I Lot and Village II Lot fence installed along a Collector Street (hereinafter defined) shall follow the provisions of Section 4.12. Vertical steel foundation posts shall be installed, and no vertical wood posts shall be permitted. The fence shall have three (3) horizontal wood structures, and the steel posts shall be installed so the steel posts are not visible from any street.

All fences installed on a Village III Lot shall follow the following specifications, except any Village III Lot fence installed along a Collector Street shall follow the provisions of Section 4.12:

- (a) If the installed fence is located between the Residence side front building elevation and the side yard Lot line, the installed fence shall be constructed of Masonry or wrought iron materials, a minimum of six (6) feet in height and a maximum of eight (8) feet in height.
- (b) All other installed fences shall be constructed of either Cedar wood, Masonry or wrought iron materials, a minimum of six (6) feet in height and a maximum of eight (8) feet in height.

Wood fences may be stained only with the Penofin sealer treatment, or left in their natural condition.

Fences or walls erected by Declarant or builders shall become the property of the Owner of the Lot on which the same are erected and, in the event no other person or entity maintains such fences or walls, shall be maintained and repaired by such Owner.

No portion of any fence shall extend more than eight (8) feet in height. In the event that any fence intersects (the "Intersecting Fence") with any fence that is subject to the provisions of Section 4.12 below, which specifies a six (6) foot height for corner Lot fences, the Intersecting Fence, if higher, shall be decreased in height, at a steady rate, over the last ten (10) feet in length of such Intersecting Fence before it intersects with the lower fence so that there is a smooth transition from the higher level down to the six (6) foot height level of the fence referred to in Section 4.12. No two-fence segments of different heights shall meet without the ten (10) foot transition area required above. For the purposes of this

Section 4.11, a fence shall "intersect" with another fence at any point where there is an appearance from any street that the fence segments meet or are in close proximity to each other.

Lot retaining walls shall meet the following specifications:

- (a) The retaining wall shall be constructed with the face of the retaining wall on the common Lot boundary line. The retaining wall shall be constructed on the high side (meaning the higher Lot grade elevation) Lot, and shall extend no more than two (2) feet on the high side Lot. A four (4) foot retaining wall easement area shall be preserved on the low side (meaning the lower Lot grade elevation) Lot for retaining wall access and maintenance, as provided in subparagraph (c) below.
- (b) If a fence is installed on the same Lot boundary line with a retaining wall, the fence shall be located on the high side of the Lot. The fence shall be installed immediately adjacent to the back of the Lot retaining wall. A Lot fence two (2) foot easement for access and maintenance of the Lot fence shall be maintained on the high side Lot between the fence and the Residence.
- (c) A perpetual non-exclusive easement, on, over and across the low side Lot easement area is hereby granted to the high side Lot for ingress and egress by the Owner and occupants of the high side Lot and their invitees, for construction, reconstruction and maintenance of the retaining wall serving the high side and the low side Lots, subject to the other restrictions set forth in this Declaration.

Nothing shall be done or permitted within the retaining wall easement area which would constitute a threat or hazard to the health and safety of the individuals occupying the high side or the low side Residences, nor shall anything be done or permitted within the retaining wall easement area which defaces the Residence or the landscaping of the low side Lot, or which adversely affects the integrity, structure or strength of the Residence on the low side Lot.

The uses permitted within the retaining wall easement area by virtue of this Provision shall be nonexclusive because same may be subject to utility, access and drainage easements, as well as any minor encroachments. In addition, the permitted uses of the retaining wall easement area shall be coexistent with any easements granted elsewhere in the Declaration, as it may be amended from time to time.

- (d) Notwithstanding anything to the contrary set forth in this Declaration, in the event a retaining wall is damaged or destroyed by casualty or requires repair or maintenance due to wear and tear, the Owner of the high side Lot shall proceed promptly to repair or restore the retaining wall in the manner consistent with its original construction, unless otherwise approved pursuant to other Declaration provisions.
- (e) An fence constructed or required to be constructed upon the common boundary line of the high side and the low side Lots shall be the shared maintenance responsibility of the adjoining Lot Owners. Any fence constructed or required to be constructed on the high side Lot, due solely to the construction of a retaining wall with its face on the common Lot boundary line, shall be the shared maintenance responsibility of the adjoining Lot Owners. The adjoining Lot Owners shall maintain such fence in good order and repair and shall replace such fence upon its deterioration in accordance with the construction requirements of this Declaration. Prior to performing any work to maintain, repair or

replace a fence, the adjoining Lot Owners shall discuss the needed work and endeavor in good faith to agree on its scope and cost.

- (f) In the event of any dispute, disagreement or controversy between or among any Owners pertaining to either the retaining wall or fence, then upon the written demand of any such Owner, the dispute, disagreement or controversy shall be fully and finally resolved in binding arbitration before the Committee, or a representative of the Committee, and, if necessary, judgment upon the Committee's decision may be entered in any court having jurisdiction thereof

Section 4.12 Village I, Village II, and Village III Collector Street Fence. The Owner, within 30 days after construction of a Residence built on any Village I Lot, Village II Lot or Village III Lot adjacent to Lake Forest Drive, Fernspring Drive or Collingwood Drive (collectively the "Collector Street") shall construct or cause to be constructed, and shall thereafter repair and maintain, a fence (the "Collector Fence") along the side of the Lot which is adjacent to a Collector Street.

The Collector Fence for Village I Lots and Village II Lots shall:

- (a) be immediately inside the applicable property line of such Lot;
- (b) extend from the rear Lot line to a point which will enclose all utility fixtures (exclusive of electric utility company transformers) when connected to the fence connected with the side of the Residence constructed on the Lot, and shall extend to a point forty five (45) feet from the extended intersection point of the side street right of way with the front street right of way;
- (c) comply with City and FHA and VA requirements;
- (d) be constructed at the Owner's sole cost and expense;
- (e) be constructed of Cedar wood, with a pattern of board on board construction using 1 inch by 6 inch plank Cedar wood, or Masonry material approved in writing by the Committee, with vertical metal fence supports located on the Residence side (as opposed to the street side) of the fence, and be treated with Penofin sealer treatment or left in its natural condition;
- (f) be six (6) feet in height;
- (g) be parallel with the applicable property line of such Lot;
- (h) be constructed so the side of the fence containing the three (3) horizontal structural supports are not visible from any street;
- (i) and on the street side of the Collector Fence the Owner shall install and maintain five (5) tall Yaupons, located ten (10) foot on centers between the sidewalk and the Collector Fence.

The Collector Fence for the Village III Lots shall:

- (a) be constructed immediately inside the Collingwood Drive Lot side property line,

extending from the rear Lot corner to a point which will enclose all utility fixtures (exclusive of electric utility company transformers) when connected to the fence connected with the side of the Residence constructed on the Lot, and shall extend to a point forty five (45) feet from the extended intersection point of the side street right of way with the front street right of way;

- (b) be constructed of the same Masonry materials as installed along the north and south sides of Forest Creek Drive;
- (c) be six (6) feet in height;
- (d) and on the street side of the Collector Fence the Owner shall install and maintain five (5) tall Yaupons, located ten (10) foot on centers between the sidewalk and the Collector Fence.

**Section 4.13 Landscaping.** Each Owner of a Lot shall landscape and maintain the Lot according to the following minimum provisions:

- (a) All yards visible from the street shall be sod with grass from the Residence to the back of the street curb.
- (b) Landscape plants shall be installed and maintained along the entire front of the Residence and landscape plants shall be installed along the sides of the Residence to the intersection of the side fencing, or the rear of the Residence, if there is no side yard fence.
- (c) Unless there are native trees meeting the following specifications, a minimum of two (2) trees, at least three (3) inch caliper at the time of installation, shall be installed in the front yard of Village I Lots and Village II Lots. The trees shall be Live Oak, Red Oak, Bradford Pear or Cedar Elm. The same specification shall apply to each Village III Lot Residence, except the minimum installed tree shall be six (6) inch caliper.

The Owner of a Village I, II or III Lot shall sod grass turf, landscape and install an underground irrigation system in the unpaved right-of-way of between such Owner's Lot line and the street curb. The irrigation system and landscaping shall be constructed according to the following provisions:

- (a) Irrigation - Each Lot shall include an underground irrigation system (in the manner required by the Committee) providing irrigation throughout all of the unpaved area of the Lot visible from the street and all unpaved public right-of-way between the Lot line and the pavement curb of all Lots.
- (b) Landscaping - Grass shall be installed and maintained on all of the yard of each such Lot visible from the street and on all of the unpaved public right-of-way between the Lot line and the pavement curb of all streets. On all Lots, along the entirety of the side of any fence facing Lake Forest Drive, Fernspring Drive and Collingwood Drive on any such Lot, Yaupon trees, a minimum of five (5) foot tall, shall be installed and maintained ten (10) feet on centers between the Lot property line and the sidewalk, on the street side of the fence.

All irrigation and landscaping required under this Section 4.13 shall be installed by a builder at the time of and in conjunction with the construction of a Residence on a Lot, and shall thereafter be maintained by the Owner of the Lot.

**Section 4.14 Sidewalks.** Any Owner, when building a Residence on the Lot, shall build sidewalks along the fronts and sides of Lots abutting streets, which sidewalks shall conform to the City, FHA and VA specifications and regulations. Sidewalks constructed on residential streets shall be immediately adjacent to the street back of curb and shall be five (5) feet in width, and sidewalks constructed on major thoroughfares and collector streets shall be constructed with a parkway between the sidewalk and the street back of curb shall be four (4) feet in width. Sidewalks shall be constructed to minimize the construction impact with trees located in the street right of way and Lot.

**Section 4.15 Mailboxes.** Mailboxes shall be constructed of a material and design approved in writing by the Committee prior to their installation, and shall be in conformity with the requirements of the City and the United States Post Office. Mailboxes may be built in enclosures containing multiple mailboxes, and in such event the Owners of the Lots with mailboxes in such enclosure shall be responsible, equally, for maintaining such enclosure in good condition and repair. If such Owners fail to do so, the Declarant and the Association shall each have the right, but not the obligation, to make any repairs, the cost of which shall be reimbursed to Declarant or the Association, as the case may be, by such Owners, equally, promptly upon receipt of an invoice therefor. The amount to be reimbursed, if not paid within 10 days after the date of such invoice, shall bear interest from the date of the invoice until paid at the maximum legal rate of interest that can be contracted for under the laws of the State of Texas.

**Section 4.16 Roofs.** No roof on any Residence constructed on a Village I Lot or Village II Lot shall have no less than a 7'/12' roof slope, and all roofs on any Residence constructed on a Village III Lot shall have no less than a 8'/12' roof slope. All roofs shall be constructed or covered with a 25-year composition Architectural Shingle, with the approximate color of weathered wood coloration.

**Section 4.17 Chimney Construction.** Any chimney constructed on a Lot must comply with the following requirements:

- (a) **Front or Rear of Roof Pitch-** any chimney which is constructed to extend upward from any portion of the interior portion of the roof of the Residence in the front or the rear of the roof pitch shall be constructed of Masonry; provided, however, on a Village I Lot or Village II Lot, the side of the chimney which faces the roof may be constructed of Hardie board in lieu of Masonry.
- (b) **Perimeter of Residence-** any chimney which is constructed on any perimeter of a Residence shall be constructed with Masonry on all four (4) sides of the chimney

Notwithstanding the previous provisions, with respect to any chimney constructed on any Residence on any Village III Lot, the chimney construction shall consist of Masonry on all four (4) sides.

**Section 4.18 Retaining Walls.** Prior to occupancy of any Residence, the Owner shall install the appropriate retaining walls on a Lot, based on the sole and exclusive request of the homebuilder. Any required retaining wall shall be installed using Masonry as the building material.

**Section 4.19 Construction Timing.** Construction of a residential dwelling shall begin no later than eighteen (18) months after ownership of the Lot has been legally conveyed by Declarant, unless the Committee determines that an extension of time should be granted and issues a written statement to the Lot Owner specifically permitting the extension.

**Section 4.20 Future Extension of Forest Creek Drive, Lake Forest Drive, Collingwood Drive and Fernspring Drive.** Forest Creek Drive, Lake Forest Drive, Collingwood Drive and Fernspring Drive,



and the associated alleys, at the sole discretion of the Declarant, may be extended with a Final Plat in the future. If these streets are extended, such area shall be annexed and developed under this same Lake Forest Declaration. The additional and annexed areas shall consist of additional Village I, Village II or Village Lots for Residences, as approved by the Declarant.

**Section 4.21 Residence Height Restrictions.** No Residence shall be constructed which is greater than two (2) stories in height, except the following Lots shall have Residences constructed no greater than one (1) story in height:

Village I Lots- Block F, Lots 14, 15, 16, 27, 28, 29, 40, 41, 52 and 53.

**Section 4.22 Concrete Foundation Restrictions.** Concrete foundation exposure shall be no greater on any Residence elevation than the restrictions reflected in the following chart:

Village	Maximum concrete foundation exposure in inches			
	Front	Side Front	Rear Side	Rear
Village I Lot	18 inches	18 inches	48 inches	48 inches
Village II Lot	18 inches	18 inches	48 inches	48 inches
Village III Lot	18 inches	18 inches	18 inches	18 inches

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

**Section 5.1 Authority.** Except as specifically provided for homebuilders in **Section 5.3** below, no landscaping shall be undertaken, and no building, fence, wall, basketball goal pole or other structure shall be commenced, erected, placed, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee as to:

- (a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, acceptability of floor plan, and proper facing of main elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots; and
- (c) the other standards set forth within this Declaration (and any amendments thereto).

Except as specifically provided below for homebuilders, the Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owners or the general value of Lots. In considering the harmony of external design between existing structures and the proposed building to be erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

**Section 5.2 Procedure for Approval.** A complete copy of the final plans and specifications shall be submitted in duplicate by direct delivery or by certified mail to the Committee. Such plans and

specifications must be submitted at least 15 days prior to the proposed landscaping or construction of improvements. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements including, but not limited to, elevations and floor plans on each house intended to be built, square footage, roof pitch and percentage of brick or other material to be used as siding. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration. Samples of proposed construction materials shall be delivered promptly to the Committee upon request.

At such time as the plans and specifications meet the approval of the Committee, the Committee shall send written authorization to proceed and will retain the plans and specifications. If disapproved by the Committee, the plans and specifications shall be returned marked "Disapproved" and shall be accompanied by a statement of the reasons for disapproval, which statement shall be signed by a representative of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans. If the Committee fails to approve or disapprove such plans and specifications within 15 days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Section 5.2 shall be deemed to have been completed.

In the case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt or by a signed delivery receipt. In the event a majority of the Committee cannot reach an agreement on any matter submitted for approval, the Committee shall consult about such matter with the builder who, at such time, owns more Lots in the Property (including Lots subject to a contract with Declarant) than any other builder. The decision of such builder regarding the disputed matter shall be binding on the Committee.

Section 5.3     Special Procedure for Homebuilders. Once the Committee has approved a set of final plans and specifications (including, but not limited to, exterior colors) submitted by a homebuilder for a Residence to be constructed on a Lot, that homebuilder may use such plans and specifications for other Residences it will construct on the Property provided that the homebuilder shall follow the front elevation, floor plan, and the material color restrictions described in the attached Exhibit C. The term "homebuilder" shall mean a person or entity regularly engaged in the on-going business of constructing single-family homes for sale to owner-occupants.

On any Village I Lot and Village II Lot, no stone pattern may be repeated immediately next door to the same stone pattern.

Notwithstanding the provisions of this Section 5.3, any Residence built on a Village III Lot shall meet the following restrictions:

- (a) No Residence front elevation shall be repeated on any Residence built on a Village III Lot.
- (b) No Residence floor plan shall be repeated on a Residence built on a Village III Lot in the same cul de sac. A Residence floor plan may be materially modified, but not repeated on the same cul de sac.
- (c) Any Residence floor plan constructed on a Village III Lot fronting on Collingwood Drive shall be separated by five (5) Residences with different floor plans.

Section 5.4     Standards. The Committee shall use its good faith efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this

**Declaration.** The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Committee from time to time may publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

**Section 5.5      Liability of the Committee.** The members of the Committee shall have no liability for decisions made by the Committee and the Committee shall have no liability for its decisions so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans and specifications or the site plan submitted shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other matters.

**Section 5.6      Appointment of Committee.** The Declarant shall have the right, from time to time, to replace and appoint the member(s) of the Committee. The Association shall maintain in its records a current roster of the members of the Committee.

## **ARTICLE VI**

### **HOA LOTS**

**Section 6.1      Property Rights.** Every Owner shall have a right and easement of enjoyment in and to the HOA Lots (including the improvements situated thereon, if any), which shall be appurtenant to and shall pass with title of any portion of the Property, subject to the following provisions:

- (a) The Association shall have the right to prescribe rules and regulations from time to time governing and restricting the use of the HOA Lots;
- (b) The Association shall have the right to suspend the voting rights and right to use of the HOA Lots of an Owner for any period during which any Assessment or initiation fee against the Owner's Lot remains unpaid and for a reasonable period in response to any infraction of the Association's rules and regulations; and
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the HOA Lots from foreclosure or forfeiture.

**Section 6.2      Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to the Owner's tenants, invitees and guests and to succeeding Owners and their tenants, invitees and guests.

**Section 6.3      Title to HOA Lots.** Declarant may retain the legal title to the HOA Lots until such time as in the sole discretion of Declarant the Association is able to maintain the same, at which time the Declarant will convey title to the HOA Lots to the Association. Until title to the HOA Lots has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such HOA Lots granted to the Association in this Declaration, other than the levying and collection of Assessments, which only the Association may do.

**Section 6.4      Maintenance of HOA Lots Included in Annual Assessment.** The Association shall provide maintenance, replacement, repair and care for the HOA Lots, including landscaping and

plants thereon. By way of illustration, such improvements may include, but not necessarily be limited to, fences, walls, lighting and other facilities considered necessary for the overall illumination or security of the Property. The maintenance provided for in this Section shall be considered as services due each Member in consideration of the Assessments levied against the Member's Lot. However, in the event that the need for any such maintenance, replacement or repair performed by the Association, in the judgment of the Board, is caused through the willful or negligent act of the Member or the Member's family, guests, or invitees, the cost of such maintenance, replacement or repair shall become a Special Assessment to which the Member's Lot is subject.

Section 6.5 Lake Forest I, Block E, Lot 31 Community Facility. Block E, Lot 31 of the Phase I Property shall be developed as a community facility for the benefit of the Members of the Association. Included in this HOA Lot shall be a Junior Olympic Pool and Cabana and other community facilities to be owned, maintained and used by the Association for the benefit of the Members. At the sole discretion of the Declarant, additional community facilities shall be installed on the subject HOA Lot, and/or other Phase II and III Property HOA Lots.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

Section 7.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Final Plat. Easements are reserved across all Lots as necessary for the installation, operation, maintenance and ownership of utilities, both surface and underground, service lines, storm drainage lines or retaining walls from the property lines to the Residences. By acceptance of a deed or other instrument of conveyance to a Lot, the Owner of the Lot agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot.

Section 7.2 Recorded Final Plat. All dedications, limitations, restrictions and reservations shown on the Final Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant conveying Lots, whether specifically referred to therein or not.

Section 7.3 Lot Landscape and Maintenance. The Owner of each Lot, at the time of the construction of the Residence thereon, shall establish and maintain fully sodded grass on all yards visible from the street, including, but not limited to, the unpaved area, if any, between the Lot and the curb of any street adjacent to such Lot. The above landscaping shall be installed by a builder at the time of and in conjunction with the construction of a Residence on a Lot. The Owner shall maintain the yards in a sanitary and attractive manner and shall edge the sidewalk edges and street curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner.

Maintenance obligations for fences constructed in relation to a retaining wall are set forth in Section 4.11. Otherwise, the Owner of each Lot on which a fence is required to be constructed under this Declaration shall maintain such fence in good order and repair and shall replace such fence upon its deterioration in accordance with the construction requirements of this Declaration. No vegetables shall be grown in any yard that faces a street. No Owner shall permit weeds or grass to grow to a height of greater than six (6) inches upon his property.

Upon the failure of any Owner to maintain any Lot or any fence or retaining wall thereon, Declarant and the Association each has the right, at its option, to have the grass, weeds and vegetation cut or the fence or retaining wall repaired or replaced as often as necessary in its sole judgment without the joinder of the other, and the Owner of such property shall be obligated, when presented with an itemized statement or notice of Special Assessment, to reimburse Declarant or pay a Special Assessment to the Association, as the case may be, for the cost of such work. The amount to be paid, if not paid within thirty days after the date the statement or notice of Special Assessment is presented to the Owner, shall bear interest from such date of presentation until paid at the rate of eighteen percent (18%) per annum, but in no event in excess of the maximum rate permitted by applicable law. Any Special Assessment owing to the Association for such work shall be secured by a lien on such Owner's Lot as provided in Section 3.7 of this Declaration. Easements are reserved across all Lots in favor of Declarant and the Association to permit them to exercise their rights provided under this Section 7.3.

Section 7.4 Maintenance of Improvements. Each Lot Owner (a) shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair; (b) shall replace worn and rotten parts; (c) shall regularly repaint all painted surfaces; and (d) shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.

Section 7.5 Mortgages. It is expressly provided that the breach of any of the foregoing provisions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said provisions shall be binding as to Lots acquired by foreclosure, trustee's sale or otherwise, but only as to any breach occurring after such acquisition of title.

Section 7.6 Term. This Declaration and the covenants and restrictions contained herein shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after the date of this Declaration. Thereafter, this Declaration and the covenants and restrictions contained herein shall be extended automatically for successive periods of ten (10) years unless amended as provided herein. This Declaration may be terminated only by an amendment effected under paragraph (b) of Section 7.12, which expressly provides for such termination.

Section 7.7 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 7.8 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the Owner of any land except land in the Property other than as specifically provided herein. This instrument, when executed, shall be filed of record in the appropriate records of Williamson County so that each and every Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 7.9 Enforcement. Declarant, the Association, the City of Round Rock and the Owner of any Lot on the Property shall have the right to have each and all of the foregoing covenants, conditions and restrictions herein faithfully carried out and performed with reference to each and every Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof. It is the intention hereby to attach to each Lot, without reference to when it was sold, the right to have such covenants, conditions and restrictions strictly complied with, such right to

exist with the Owner of each Lot and to apply to all other Lots whether owned by the Declarant, its successors and assigns, or others. Failure by any Owner, Declarant or, the Association, the City of Round Rock to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.10 Other Authorities. If other authorities, such as the City or Williamson County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 7.11 Addresses. Any notices or correspondence to an Owner of a Lot shall be addressed to the street address of the Lot. Any notice or plan submission to the Committee shall be made to the address set forth below. The Committee may change its address for notice and plan submission by recording in the Real Property Records of Williamson County a notice of change of address.

Section 7.12 Amendment. This Declaration may be amended only as follows:

(a) Until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof, the Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

(b) At any time, the Owners of the legal title to 75% of the Lots (as shown by the Williamson County Real Property Records) may amend the covenants, conditions and restrictions set forth herein by signing, acknowledging and recording an instrument containing such amendment(s), except that until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof, no such amendment shall be valid or effective without the joinder of Declarant.

Section 7.13 Annexation. Additional single-family residential property, being all or a portion of the Phase II Property, and the Phase III Property, and which are platted as Lots, and additional HOA Lots properly constituting a portion of the Phase II Property and the Phase III Property, shall be annexed to the property covered by this Declaration by Declarant without the approval or consent of the Association or its Members at any time prior to the date the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof. Any such annexation shall specifically describe and identify which portions of the annexed property are Lots and which portions are Common Areas. Any annexation to this Declaration other than by Declarant shall comply with the requirements to amend this Declaration as set forth in Section 7.12 hereof. Any annexation authorized by this Section shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the annexed property which shall extend the provisions of this Declaration to such property, provided that such Supplementary Declaration may include additional provisions or amend the provisions of this Declaration as necessary or appropriate to extend the general plan and scheme of development as evidenced by this Declaration to the annexed property.

Section 7.14 Rights of Declarant. All rights and authority granted to "Declarant" hereunder shall continue until the earlier to occur of (a) March 1, 2025, or (b) the date Declarant and its assigns no longer own any portion of the Phase I Property, Phase II Property or Phase III Property. On such earlier date, all rights and authority granted to "Declarant" hereunder shall vest in, and thereafter be exercised by,

the Association, except for rights and authority, which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all of its rights and authority as "Declarant" hereunder to any person or entity by written instrument of assignment duly recorded in the Real Property Records of Williamson County, Texas, a copy of which shall be delivered to the Board. Conveyance of a property interest by Declarant alone shall not constitute an assignment of Declarant's rights and authority as "Declarant" hereunder.

Section 7.15    No Warranty of Enforceability. While the Declarant has no reason to believe any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Property in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant, the Association and the Committee harmless there from. The Declarant, the Association and the Committee shall not be responsible for the acts or omissions of any individual, entity or other Owners.

Section 7.16    Right of Enforcement. The failure of Declarant or the Association to enforce any provision of this Declaration shall in no event subject Declarant or the Association to any claims, liability, costs or expense; it being the express intent of this Declaration to provide Declarant and the Association with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Lot(s) in the Subdivision.

Section 7.17    Universal Easements. The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed two (2) feet in width over all adjoining Lots and HOA Lots for the purpose of accommodating any encroachment or protrusion due to engineering errors, errors in original construction, surveying, settlement or shifting of any building, or any other cause. There shall be easements for the maintenance of said encroachment, protrusion, settling or shifting; however, in no event shall an easement for encroachment or protrusion be created in favor of an Owner or Owners of said encroachment or protrusion occurring due to willful misconduct of Owner or Owners.

In addition, the Owner of each Lot is hereby granted an easement for minor encroachments, not to exceed three (3) feet in width by overhanging roofs and eaves as originally, constructed over each adjoining Lot and/or the HOA Lots and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to each affected Lot and shall pass with each conveyance of said Lot.

EXECUTED on the 12<sup>th</sup> day of June 2000.

BON TERRE-B, LTD., a Texas limited partnership

By: WJH Corporation, a Texas corporation, its  
general partner

Address of Declarant:  
1445 Ross Avenue  
Suite 5400  
Dallas, Texas 75202-2785

By: [Signature]  
Walter J. Humann  
President

Address of the Committee:  
3816 Bryn Mawr  
Dallas, Texas 75225

DEVELOPER

By: [Signature]  
Joel H. Robuck, President  
Berkshire, Inc.

With Copy to:

Joel H. Robuck  
3816 Bryn Mawr  
Dallas, Texas 75225

Address of the Association:  
1445 Ross Avenue  
Suite 5400  
Dallas, Texas 75202-2785

THE STATE OF TEXAS §

COUNTY OF DALLAS §

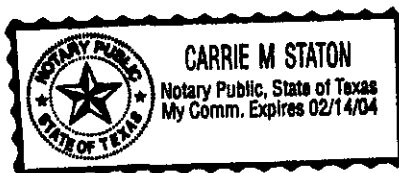
This instrument was acknowledged before me this 12<sup>th</sup> day of June, 2000  
by Walter J. Humann, President of WJH Corporation, a Texas corporation, on behalf of such corporation  
in its capacity as general partner of Bon Terre-B, Ltd., a Texas limited partnership.

Notary Public in and for the State of Texas

My Commission Expires: 2/14/04

Print Name of Notary:


[Signature]  
Carrie M. Staton





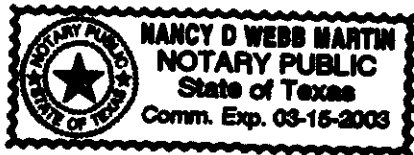
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, the holder of a lien on the Phase I Property, the Phase II Property and the Phase III Property pursuant to a Deed of Trust dated September 10, 1999, recorded under Clerk's File No. 199961933 of the Real Property Records of Williamson County, Texas, hereby consents to the execution and recordation of this Declaration by Declarant and subordinates the lien of such Deed of Trust to the terms and provisions of this Declaration, it being agreed that this Declaration shall survive foreclosure of the lien of such Deed of Trust and that any sale of the Property at foreclosure will be made subject to this Declaration.

BANK ONE, TEXAS, NATIONAL  
ASSOCIATION, a national banking association

By:   
Name: Dale W Renner  
Title: Vice President

THE STATE OF TEXAS                    )  
  )  
COUNTY OF DALLAS                    )

This instrument was acknowledged before me on this 15<sup>th</sup> day of JUNE, 2000 by Dale Renner, First Vice President of Bank One, Texas, National Association, a national banking association, on behalf of said association.



Nancy D. Webb Martin

Notary Public, State of Texas

NANCY D. WEBB-MARTIN  
(printed name)

My commission expires:

03-15-2003

112.30 Acre Tract  
Lake Forest Sec. One

Exhibit A  
Lake Forest I  
The Property

FN99-052 (A.Y.)  
April 12, 2000  
C&B Project No. 99-5091-010

All that certain tract or parcel of land situated in the Joseph Marshall Survey, A-409, in Williamson County, Texas, being a part of a 315.43 acre tract of land conveyed to J. Lawrence Berkman by deed recorded in Volume 465, Page 308 of the Deed Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found in an angle point of a boundary line agreement recorded in Volume 2453, Page 437 of the said Deed Records for an angle point of this tract

THENCE S 02°36'12" E with the said boundary line agreement 761.32 feet to an iron pin found in the Southwest corner of a 14.595 acre tract of land conveyed to Parker-Kerby Ltd. By deed recorded as Document #9737666 and the Northwest corner of Lot 11 in Highland Terrace, an unrecorded subdivision, for an iron rod set;

THENCE S 87°23'48" W 160.00 feet to an iron rod set;

THENCE N 57°17'32" W 61.27 feet to an iron rod set;

THENCE S 87°54'43" W 242.53 feet to an iron rod set;

THENCE N 78°05'29" W 430.37 feet to an iron rod set;

THENCE N 54°07'38" W 61.11 feet to an iron rod set;

THENCE S 35°52'22" W 248.86 feet to the beginning of a curve to the left said curve having a radius of 270.00 feet and a central angle of 16°06'31".

THENCE with the arc of the said curve 75.91 feet, the chord of which bears S 27°49'07" W 75.66 feet to the point of tangency of the said curve.

THENCE S 65°53'18" E 116.62 feet to an iron rod set;

THENCE S 78°05'29" E 481.85 feet to an iron rod set;

THENCE S 85°17'54" E 113.54 feet to an iron rod set;

THENCE N 87°29'41" E 427.43 feet to an iron rod set on the East line of the above mentioned 315.43 acre tract and the West line of Lot 9 of the above mentioned Highland Terrace for an iron rod set;

THENCE S 02°43'20" E with the West line of the said Highland Terrace and the East line of the said 315.43 acre tract 487.78 feet to an iron pin found in the Northwest corner of the Lot 5 of Highland Terrace for an iron rod set;

THENCE S 02°31'25" E 503.72 feet to an iron pin found in the Northwest corner of Lot 1 of Highland Terrace for an angle point of this tract

THENCE S 02°28'10" E with the West line of the said Highland Terrace and the East line of the said 315.43 acre tract, 208.50 feet to an iron rod set at the Southeast corner of this tract.

THENCE S 87°29'41" W 528.87 feet to an iron rod set;

THENCE N 87°56'33" W 159.13 feet to an iron rod set;

THENCE N 78°05'29" W 579.66 feet to an iron rod set;

THENCE S 11°54'31" W, 95.00' to an iron rod set at the beginning of a curve to the right, said curve having a radius of 25.00 feet and a central angle of 90°00'00".

THENCE with the arc of the said curve 39.27 feet the chord of which bears S 56°54'31" W 35.36 feet to an iron rod set at the point of tangency of the said curve.

THENCE N 78°05'29" W 90.20 feet to an iron rod set at the beginning of a curve to the left, said curve having a radius of 1030.00 feet and a central angle of 05°26'36".

THENCE with the arc of the said curve 97.85 feet, the long chord of which bears N 80°48'47" W 97.82 feet to an iron rod set at the point of tangency of the said curve and the Southwest corner of this tract.

THENCE N 17°40'19" E 140.00 feet to an iron rod set;

THENCE N 32°58'44" E 155.30 feet to an iron rod set;

THENCE N 18°22'49" W 450.32 feet to an iron rod set;

THENCE N 02°30'15" W 519.15 feet to an iron rod set;

THENCE N 17°58'02" W 144.64 feet to an iron rod set;

THENCE N 03°25'08" W 40.00 feet to an iron rod set;

THENCE N 49°28'22" W 242.61 feet to an iron rod set at the beginning of a curve to the left said curve having a radius of 290.00 feet and a central angle of 44°56'27".

THENCE with the arc of the said curve 227.47 feet the chord of which bears N 19°15'30" E 221.68 feet to an iron rod set at the point of tangency of the said curve.

THENCE N 03°12'43" W 129.61 feet to an iron rod set;

THENCE N 86°47'17" E 149.75 feet to an iron rod set;

THENCE N 03°12'43" W 570.61 feet to an iron rod set;

THENCE N 65°12'40" W 186.59 feet to an iron rod set;

THENCE N 07°19'25" W 100.00 feet to an iron rod set;

THENCE N 64°25'35" E 230.22 feet to an iron rod set at the beginning of a curve to the right said curve having a radius of 796.00 feet and a central angle of 06°37'55".

THENCE with the arc of the said curve 92.14 feet the chord of which bears N 67°44'32" E 92.09 feet to an iron rod set at the point of tangency of the said curve.

THENCE N 18°56'30" W 100.00 feet to an iron rod set at the beginning of a curve to the left, said curve having a radius of 896.00 feet and a central angle of 06°37'55".

THENCE with the arc of the said curve 103.71 feet the chord of which bears S 67°44'32" W 103.65 feet to an iron rod set at the point of tangency of the said curve.

THENCE S 64°25'35" W 197.24 feet to an iron rod set;

THENCE N 07°19'25" W 253.40 feet to an iron rod set at the beginning of a curve to the left, said curve having a radius of 155.00 feet and a central angle of 64°15'33".

THENCE with the arc of the said curve 173.84 feet the chord of which bears S 87°02'36" W 164.87 feet to an iron rod set at the point of tangency of the said curve and the beginning of a curve to the right, said curve having a radius of 140.50 feet and a central angle of 73°36'39".

THENCE with the arc of the said curve 180.51 feet the chord of which bears N 88°16'51" W 168.35 feet to an iron rod set at the point of tangency of the said curve

THENCE N 51°28'32" W 178.07 feet to an iron rod set at the beginning of a curve to the right, said curve having a radius of 102.00 feet and a central angle of 59°56'02".

THENCE with the arc of the said curve 106.70 feet the chord of which bears N 21°30'30" W 101.90 feet to an iron rod set at the point of tangency of the said curve.

THENCE N 08°27'31" E 118.58 feet to an iron rod set;

THENCE N 49°14'59" W 114.53 feet to an iron rod set;

THENCE N 11°39'08" E 101.31 feet to an iron rod set at the beginning of a curve to the right said curve having a radius of 222.12 feet and a central angle of 21°56'26".

THENCE with the arc of the said curve 85.06 feet the chord of which bears S 63°47'53" E 84.54 feet to an iron rod set at the point of tangency of the said curve.

THENCE N 34°10'34" E 151.51 feet to an iron rod set;

THENCE N 59°00'58" E 64.87 feet to an iron rod set;

THENCE N 39°09'54" E 95.52 feet to an iron rod set;

THENCE N 49°29'50" E 543.37 feet to an iron rod set on the East line of the above mentioned 317.966 acre tract and the above mentioned boundary line agreement for the North corner of this tract.

THENCE S 40°30'10" E 2415.86 feet to the POINT OF BEGINNING, containing 112.30 acres of land, more or less.

112.30 Acre Tract  
Lake Forest Sec. One

FN99-052 (A.Y.)  
April 12, 2000  
C&B Project No. 99-5091-010

THE STATE OF TEXAS

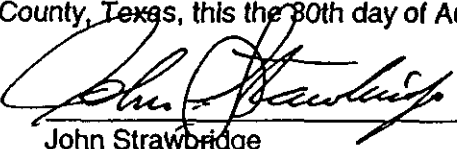
KNOW ALL MEN BY THESE PRESENTS:

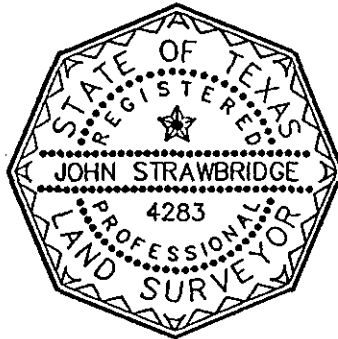
COUNTY OF TRAVIS

That I, John Strawbridge, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein is based upon a survey performed under my direction and supervision during August, 1999.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 30th day of August, 1999 A.D.

Carter & Burgess, Inc.  
901 South Mopac Blvd., Suite 200  
Austin, Texas 78746

  
John Strawbridge  
Registered Professional Land Surveyor  
No. 4283 - State of Texas



All that certain tract or parcel of land consisting of two tracts (Tract 1), and (Tract 2), situated in the Jos. Marshall Survey, A-409, the Sam'l Jenkins Survey, A-347, and the P.A. Holder Survey, A-297 in Williamson County, Texas, being a part of a 182.74 acre tract (Tract Two) of land conveyed to Bon Terre-B, Ltd. by deed recorded in Doc. # 199961932 of the Deed Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

**TRACT 1**

BEGINNING at an iron pin found on the north line of Gattis School Road (a varying width right-of-way), being the southeast corner of this tract,

THENCE with the said north line of Gattis School Road the following ten (10) courses:

1. N 87° 48' 18" W a distance of 194.33 feet to a fence post found for an angle point;
2. N 81° 19' 37" W a distance of 328.18 feet to a iron rod found for an angle point;
3. S 71° 02' 09" W a distance of 376.71 feet to a fence post found for an angle point;
4. S 75° 00' 58" W a distance of 211.95 feet to a fence post found for an angle point;
5. S 72° 55' 05" W a distance of 326.43 feet to a fence post found for an angle point;
6. S 85° 14' 21" W a distance of 100.27 feet to a fence post found for an angle point;
7. S 76° 34' 35" W a distance of 146.37 feet to a fence post found for an angle point;
8. S 67° 54' 28" W a distance of 100.02 feet to a fence post found for an angle point;
9. S 84° 10' 27" W a distance of 307.86 feet to a fence post found for an angle point;
10. S 87° 45' 42" W a distance of 272.94 feet to a iron rod found in the intersection of the East line of a 135.7504 acre tract of land conveyed to Jeff E. Rusk in Volume 2097, page 187 of the above mentioned Deed Records and the west line of the above mentioned 315.43 acre tract, for the southwest corner of this tract;

THENCE with the east line of the said 135.7504 acre tract, and the west line of the said 315.43 acre tract, N 03° 25' 08" W a distance of 397.81 feet to an iron rod set for an angle point,

THENCE leaving the said east line of the 135.7504 acre tract and crossing the said 315.43 acre tract, being the south, the east and the north boundary lines of a proposed 12.00 acre school site the following seven (7) courses:

1. N 86° 34' 52" E a distance of 681.28 feet to an iron rod set for an angle point,
2. N 10° 05' 58" W a distance of 505.14 feet to an iron rod set for an angle point;
3. N 08° 24' 33" W a distance of 354.00 feet to an iron rod set on the arc of a curve to the left,

4. a distance of 76.41 feet with the arc of said curve to the left whose central angle is  $04^{\circ} 30' 48''$ , with a radius of 970.00 feet and whose chord bears  $S 79^{\circ} 20' 03'' W$ , a distance of 76.39 feet to an iron rod set on the point of tangency,
5.  $S 77^{\circ} 04' 39'' W$  a distance of 109.44 feet to an iron rod set on the point of curvature of a curve to the right;
6. a distance of 170.85 feet with the arc of said curve to the right whose central angle is  $09^{\circ} 30' 13''$ , with a radius of 1030.00 feet and whose chord bears  $S 81^{\circ} 49' 45'' W$ , a distance of 170.65 feet to an iron rod set on the point of tangency,
7.  $S 86^{\circ} 34' 52'' W$  a distance of 237.94 feet to an iron rod set for an angle point on the east line of the said 135.7504 acre tract, the west line of the said 315.43 acre tract,

THENCE with the east line of the said 135.7504 acre tract, the east line of a 60.8766 acre tract conveyed to Jeff E. Rusk in Volume 2064, page 380 of the above mentioned Deed Records, the east line of a 193.12 acre tract conveyed to Jeff E. Rusk in volume 2064, page 370 of the said Deed Records, and the west line of the said 315.43 acre tract, the following twelve (12) courses:

1.  $N 03^{\circ} 25' 08'' W$  a distance of 169.61 feet to an iron rod found for an angle point,
2.  $N 03^{\circ} 21' 36'' W$  a distance of 918.54 feet to an iron rod found for an angle point;
3.  $N 03^{\circ} 23' 15'' W$  a distance of 633.25 feet to an iron rod found for an angle point;
4.  $N 03^{\circ} 11' 59'' W$  a distance of 1426.33 feet to a pinched pipe found for an angle point;
5.  $S 88^{\circ} 07' 49'' W$  a distance of 208.11 feet to an iron rod found for an angle point;
6.  $N 03^{\circ} 22' 08'' W$  a distance of 630.68 feet to an iron rod found for an angle point;
7.  $N 02^{\circ} 21' 41'' W$  a distance of 433.47 feet to an iron rod found for an angle point;
8.  $N 02^{\circ} 21' 15'' W$  a distance of 614.05 feet to an iron rod found for an angle point;
9.  $N 04^{\circ} 16' 32'' W$  a distance of 319.49 feet to a fence post found for an angle point;
10.  $N 85^{\circ} 33' 27'' W$  a distance of 431.02 feet to an iron rod found for an angle point;
11.  $N 03^{\circ} 58' 06'' W$  a distance of 900.15 feet to an iron rod found for an angle point;
12.  $N 14^{\circ} 24' 13'' W$  a distance of 255.85 feet to a point in the center of Brushy Creek for the northeast corner of the said 193.12 acre tract and the northwest corner of the said 315.43 acre tract for the northwest corner of this tract;

THENCE along the approximate centerline of Brushy Creek for the following eight (8) courses:

1.  $N 18^{\circ} 58' 41'' E$  a distance of 166.28 feet to a calculated point;
2.  $N 68^{\circ} 01' 37'' E$  a distance of 179.57 feet to a calculated point;

3. N 52° 15' 53" E a distance of 272.70 feet to a calculated point;
4. N 08° 39' 35" E a distance of 243.91 feet to a calculated point;
5. N 05° 25' 56" W a distance of 372.25 feet to a calculated point;
6. N 83° 38' 40" E a distance of 185.27 feet to a calculated point;
7. N 03° 24' 58" W a distance of 137.34 feet to a calculated point;
8. N 14° 44' 16" E a distance of 42.06 feet to the northeast corner of the said 315.43 acre tract and the northwest corner of a 317.966 acre tract described in a boundary line agreement recorded in volume 2453, page 437 of the said Deed Records for the northeast corner of this tract;

THENCE with the said boundary line agreement for the following five (5) courses:

1. S 30° 20' 40" E a distance of 90.00 feet to an iron rod found;
2. S 00° 47' 21" W a distance of 501.06 feet to a 40D nail found;
3. S 01° 12' 13" W a distance of 396.14 feet to an iron rod found;
4. S 03° 04' 52" E a distance of 1197.00 feet to a pinched pipe found;
5. S 40° 30' 10" E a distance of 1530.00 feet to an iron rod set;

THENCE leaving the said boundary line agreement and crossing the said 315.43 acre tract the following thirty eight (38) courses:

1. S 49° 29' 50" W a distance of 543.37 feet to an iron rod set for an angle point;
2. S 39° 09' 54" W a distance of 95.52 feet to an iron rod set for an angle point;
3. S 59° 00' 58" W a distance of 64.87 feet to an iron rod set for an angle point;
4. S 34° 10' 34" W a distance of 151.51 feet to an iron rod set;
5. 85.06 feet with an arc of a curve to the left whose central angle is 21° 56' 26", with a radius of 222.12 feet and whose chord bears N 63° 47' 53" W, a distance of 84.54 feet to an iron rod set,
6. S 11° 39' 08" W a distance of 101.31 feet to an iron rod set for an angle point;
7. S 49° 14' 59" E a distance of 114.53 feet to an iron rod set for an angle point;
8. S 08° 27' 31" W a distance of 118.58 feet to an iron rod set for an angle point;
9. 106.70 feet with an arc of a curve to the left whose central angle is 59° 56' 02", with a radius of 102.00 feet and whose chord bears S 21° 30' 30" E, a distance of 101.90 feet to an iron rod set,



10. S 51° 28' 32" E a distance of 178.07 feet to an iron rod set for an angle point;
11. 180.51 feet with an arc of a curve to the left whose central angle is 73° 36' 39", with a radius of 140.50 feet and whose chord bears S 88° 16' 51" E, a distance of 168.35 feet to an iron rod set,
12. 173.84 feet with an arc of a curve to the right whose central angle is 64° 15' 33", with a radius of 155.00 feet and whose chord bears N 87° 02' 36" E a distance of 164.87 feet to an iron rod set,
13. S 07° 19' 25" E a distance of 253.40 feet to an iron rod set for an angle point;
14. N 64° 25' 35" E a distance of 197.24 feet to an iron rod set for an angle point;
15. 103.71 feet with an arc of a curve to the right whose central angle is 6° 37' 55", with a radius of 896.00 feet and whose chord bears N 67° 44' 32" E, a distance of 103.65 feet to an iron rod set,
16. S 18° 56' 30" E a distance of 100.00 feet to an iron rod set for an angle point;
17. 92.14 feet with an arc of a curve to the left whose central angle is 6° 37' 55", with a radius of 796.00 feet and whose chord bears S 67° 44' 32" W, a distance of 92.09 feet to an iron rod set,
18. S 64° 25' 35" W a distance of 230.22 feet to an iron rod set for an angle point;
19. S 07° 19' 25" E a distance of 100.00 feet to an iron rod set for an angle point;
20. S 65° 12' 40" E a distance of 186.59 feet to an iron rod set for an angle point;
21. S 03° 12' 43" E a distance of 570.61 feet to an iron rod set for an angle point;
22. S 86° 47' 17" W a distance of 149.75 feet to an iron rod set for an angle point;
23. S 03° 12' 43" E a distance of 129.61 feet to an iron rod set for an angle point;
24. 227.47 feet with an arc of a curve to the right whose central angle is 44° 56' 27", with a radius of 290.00 feet and whose chord bears S 19° 15' 30" W, a distance of 221.68 feet to an iron rod set,
25. S 49° 28' 22" E a distance of 242.61 feet to an iron rod set for an angle point;
26. S 03° 25' 08" E a distance of 40.00 feet to an iron rod set for an angle point;
27. S 17° 58' 02" E a distance of 144.64 feet to an iron rod set for an angle point;
28. S 02° 30' 15" E a distance of 519.15 feet to an iron rod set for an angle point;
29. S 18° 22' 49" E a distance of 450.32 feet to an iron rod set for an angle point;
30. S 32° 58' 44" W a distance of 155.30 feet to an iron rod set for an angle point;
31. S 17° 40' 19" W a distance of 140.00 feet to an iron rod set for an angle point;

32. 97.85 feet with an arc of a curve to the right whose central angle is  $5^{\circ} 26' 36''$ , with a radius of 1030.00 feet and whose chord bears  $S 80^{\circ} 48' 47'' E$ , a distance of 97.82 feet to an iron rod set,
33.  $S 78^{\circ} 05' 29'' E$  a distance of 90.20 feet to an iron rod set for an angle point;
34. 39.27 feet with an arc of a curve to the left whose central angle is  $90^{\circ} 00' 00''$ , with a radius of 25.00 feet and whose chord bears  $N 56^{\circ} 54' 31'' E$ , a distance of 35.36 feet to an iron rod set,
35.  $N 11^{\circ} 54' 31'' E$  a distance of 95.00 feet to an iron rod set for an angle point;
36.  $S 78^{\circ} 05' 29'' E$  a distance of 579.66 feet to an iron rod set for an angle point;
37.  $S 87^{\circ} 56' 33'' E$  a distance of 159.13 feet to an iron rod set for an angle point;
38.  $N 87^{\circ} 29' 41'' E$ , 528.87 feet to an iron rod set for an angle point on the west line of Lot 1 in Highland Terrace, an unrecorded subdivision, and the east line of the said 315.43 acre tract;

THENCE with the said west line of Lot 1,  $S 02^{\circ} 28' 10'' E$  a distance of 46.10 feet to an iron rod found in the southwest corner of said lot 1 of Highland Terrace for an angle point of this tract;

THENCE  $S 02^{\circ} 30' 19'' E$  a distance of 941.77 feet to the POINT OF BEGINNING and containing 163.66 acres of land more or less.

## TRACT 2

BEGINNING at an iron rod found in the southwest corner of a 14.595 acre tract of land conveyed to Parker-Kerby LTD. by deed recorded as Document No. 9737666 and the northwest corner of lot 11 in Highland Terrace, an unrecorded subdivision, being the east line of the said 315.43 acre tract, for the northeast corner of this tract;

THENCE  $S 02^{\circ} 43' 20'' E$  a distance of 264.94 feet to an iron rod set for an angle point, and the southeast corner of this tract;

THENCE leaving the said east line of the 315.43 acre tract and crossing said tract the following eleven (11) courses:

1.  $S 87^{\circ} 29' 41'' W$  a distance of 427.43 feet to an iron rod set for an angle point;
2.  $N 85^{\circ} 17' 54'' W$  a distance of 113.54 feet to an iron rod set for an angle point;
3.  $N 78^{\circ} 05' 29'' W$  a distance of 481.85 feet to an iron rod set for an angle point;
4.  $N 65^{\circ} 53' 18'' W$  a distance of 116.62 feet to an iron rod set for an angle point;
5. 75.91 feet with an arc of a curve to the right whose central angle is  $16^{\circ} 06' 31''$ , with a radius of 270.00 feet and whose chord bears  $N 27^{\circ} 49' 07'' E$ , a distance of 75.66 feet to an iron rod set,
6.  $N 35^{\circ} 52' 22'' E$  a distance of 248.86 feet to an iron rod set for an angle point;
7.  $S 54^{\circ} 07' 38'' E$  a distance of 61.11 feet to an iron rod set for an angle point;

170.74 Acre Tract  
Lake Forest Remainder

FN00-036 (JAY)  
April 25, 2000  
C&B Project No. 99-5091-010

8. S 78° 05' 29" E a distance of 430.37 feet to an iron rod set for an angle point;
9. N 87° 54' 43" E a distance of 242.53 feet to an iron rod set for an angle point;
10. S 57° 17' 32" E a distance of 61.27 feet to an iron rod set for an angle point;
11. N 87° 23' 48" E a distance of 160.00 feet to the POINT OF BEGINNING and containing 7.08 acres of land more or less.

THE STATE OF TEXAS

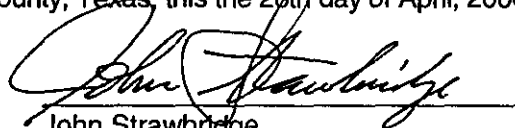
KNOW ALL MEN BY THESE PRESENTS:

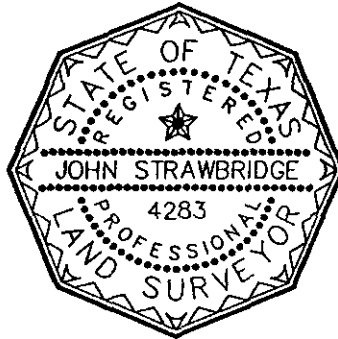
COUNTY OF TRAVIS

That I, John Strawbridge, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein is based upon a survey performed under my direction and supervision during August, 1999.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20<sup>th</sup> day of April, 2000 A.D.

Carter & Burgess, Inc.  
901 South Mopac Blvd., Suite 200  
Austin, Texas 78746

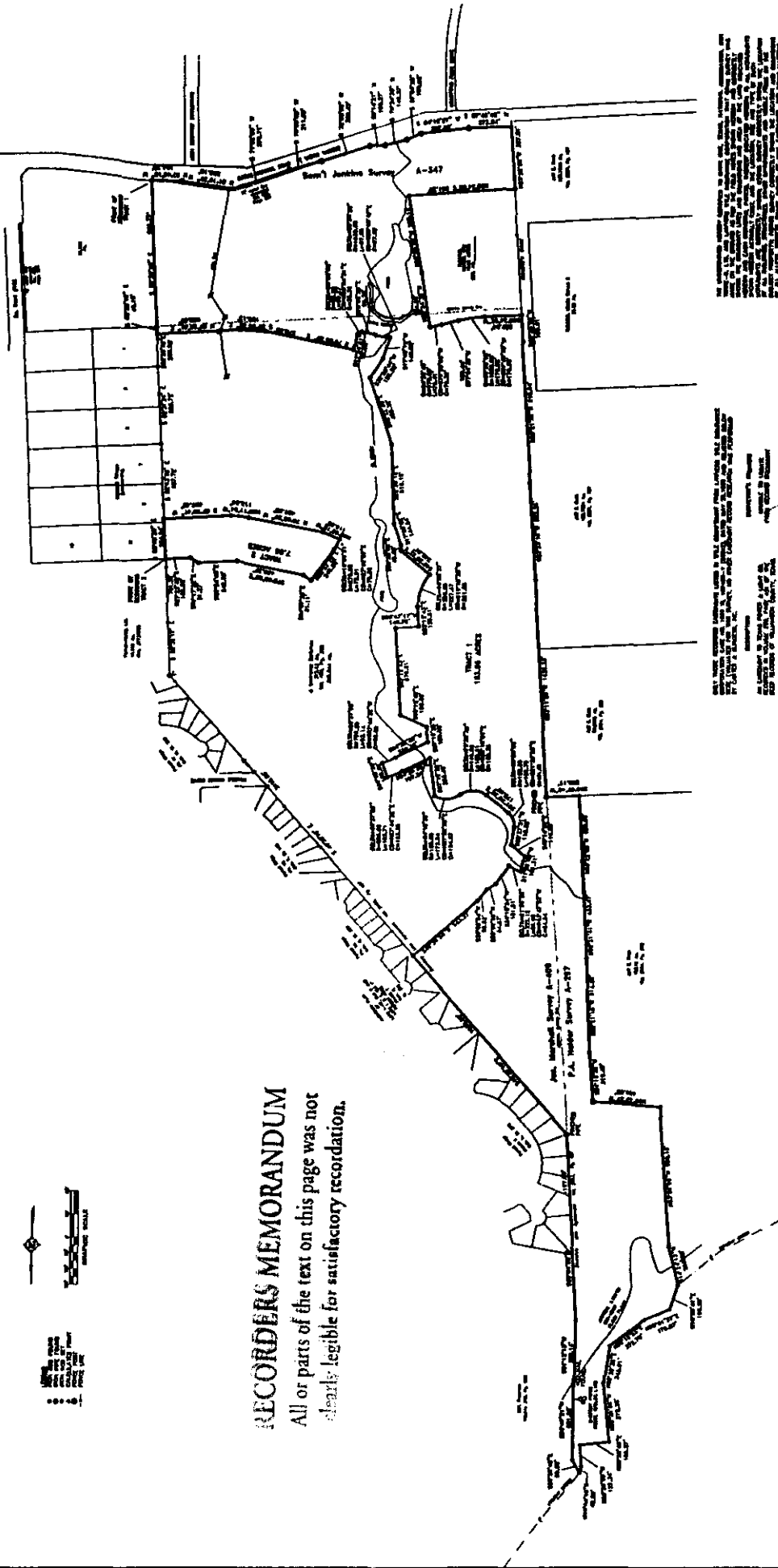
  
John Strawbridge  
Registered Professional Land Surveyor  
No. 4283 - State of Texas





1. Surveyed  
 2. Contour  
 3. Elevation  
 4. Spot  
 5. Bench  
 6. Water  
 7. Road  
 8. Fence  
 9. Building  
 10. Well  
 11. Pole  
 12. Monument  
 13. Iron  
 14. Steel  
 15. Concrete  
 16. Brick  
 17. Wood  
 18. Stone  
 19. Gravel  
 20. Sand

**RECORDERS MEMORANDUM**  
 All or parts of the text on this page was not  
 clearly legible for satisfactory recordation.



This map was prepared by the Surveyor General of Texas, and is a true and correct copy of the original map on file in the office of the Surveyor General of Texas.

- 1. Surveyed
- 2. Contour
- 3. Elevation
- 4. Spot
- 5. Bench
- 6. Water
- 7. Road
- 8. Fence
- 9. Building
- 10. Well
- 11. Pole
- 12. Monument
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- 15. Concrete
- 16. Brick
- 17. Wood
- 18. Stone
- 19. Gravel
- 20. Sand

This map was prepared by the Surveyor General of Texas, and is a true and correct copy of the original map on file in the office of the Surveyor General of Texas.



**Carter-Burgess**  
 Surveyors  
 1000 North Main Street  
 Dallas, Texas 75202

**BON TERRE-A, LTD.**  
 DALLAS, TEXAS

BOUNDARY SURVEY OF  
 183.66 ACRES IN THE JOE  
 MARSHALL SURVEY ABST. 287  
 AND THE P.A. HOLDER SURVEY  
 ABST. 347, IN WILLIAMSON COUNTY, TEXAS

SHEET  
 1  
 of  
 1  
 CASE FILE NO.  
 995091010-3

PROJECT: W.C. FOREST TWO	
DATE: 10-25-2011	10-25-2011
TIME: 10:00	10:00
BY: J. BURKE	J. BURKE
CHECKED BY: J. BURKE	J. BURKE
APPROVED BY: J. BURKE	J. BURKE
DATE: 10-25-2011	10-25-2011
TIME: 10:00	10:00
BY: J. BURKE	J. BURKE
CHECKED BY: J. BURKE	J. BURKE
APPROVED BY: J. BURKE	J. BURKE
DATE: 10-25-2011	10-25-2011
TIME: 10:00	10:00
BY: J. BURKE	J. BURKE
CHECKED BY: J. BURKE	J. BURKE
APPROVED BY: J. BURKE	J. BURKE

Exhibit C  
Lake Forest Deed Restrictions  
Village I Lots and Village II Lots  
Residence Variation Restrictions

Two (2) Residences  
immediately adjacent

Two (2) Residences  
immediately adjacent

"2A"

"1A"

Subject Dwelling  
"1"

"1B"

"2B"

---

STREET

---

"2C"

"1C"

"2D"

Three (3) Residences directly opposite

Residences 1A, 1B, 1C, 2A, 2B, 2C and 2D must use different Residence floor plan, front elevation, Masonry color brick from Residence "1".

No adjacent Residences shall have the same installed stone pattern.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Nancy E. Rister*

07-06-2000 10:40 AM 2000043227

MABRY \$89.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE LAKE FOREST COMMUNITY**

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKE FOREST COMMUNITY (this "Amendment") is made effective as of August 7, 2000 by BON TERRE-B, LTD., a Texas limited partnership ("Declarant"), and BERKSHIRE, INC., a Texas corporation ("Developer").

**W I T N E S S E T H :**

WHEREAS, Declarant has previously placed of record that certain Declaration of Covenants, Conditions and Restrictions for the Lake Forest Community dated June 28, 2000 (the "Declaration") recorded as Document Number 2000043227 in the Real Property Records of Williamson County, Texas, which Declaration is incorporated herein for all purposes;

WHEREAS, Declarant and Developer desire to clarify the Declaration to state that the name of the Association shall mean The Community Homeowners Association of Lake Forest, Inc.;

NOW, THEREFORE, Declarant and Developer amend the Declaration as follows:


1. Certain Definitions. Terms used in this Amendment and not otherwise defined shall have the meanings set forth in the Declaration.
2. Association. The name of the Association is "The Community Homeowners Association of Lake Forest, Inc." All references in the Declaration to "Lake Forest Community Homeowners Association, Inc." are amended to mean and refer to "The Community Homeowners Association of Lake Forest, Inc."
3. Ratification. The Declaration, as modified by this Amendment, remains in full force and effect and is hereby ratified and confirmed in all respects.
4. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

DECLARANT:

BON TERRE-B, LTD., a Texas limited partnership

By: WJH Corporation, a Delaware corporation,  
General Partner

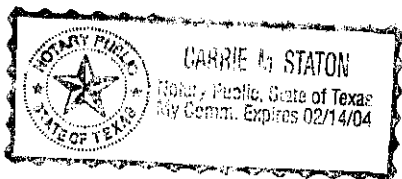
By:   
Walter J. Humann, President


THE STATE OF TEXAS    §  
                                  §  
COUNTY OF DALLAS    §

This instrument was acknowledged before me on this 2<sup>nd</sup> day of August, 2000, by Walter J. Humann, President of WJH Corporation, a Delaware corporation, on behalf of such corporation in its capacity as General Partner of Bon Terre-B, Ltd., a Texas limited partnership, on behalf of such limited partnership.

Notary Public in and for the State of Texas

[Notary Seal]



  
Notary Public Signature

DEVELOPER:

By: *Joel H. Robuck*  
Joel H. Robuck, President  
Berkshire, Inc., a Texas corporation

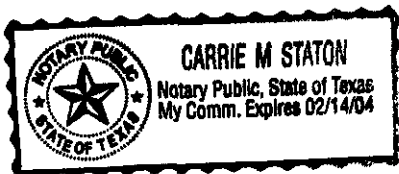
THE STATE OF TEXAS   §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on this 7<sup>th</sup> day of August, 2000, by Joel H. Robuck, President of Berkshire, Inc., on behalf of such corporation.

Notary Public in and for the State of Texas

[Notary Seal]

*Carrie M. Staton*  
Notary Public Signature



Record and Return to:

Janice Wright  
Thompson & Knight, LLP  
1700 Pacific Avenue Suite 3300  
Dallas, TX 75201-4693

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Nancy E. Rister*

08-15-2000 01:46 PM 2000053882  
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NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS  
COUNTY OF WILLIAMSON

**NOTICE TO PROSPECTIVE PURCHASERS OF COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC., LOTS REGARDING RULES, BY-LAWS, DECLARATION, RESALE CERTIFICATES AND MANAGEMENT**

All prospective purchasers of lots at Community Homeowners Association of Lake Forest, Inc., according to the Declaration of Covenants, Condition, and Restrictions filed of record in Document #2000043227, Official Records of Williamson County, Texas, are notified by the Community Homeowners Association of Lake Forest, Inc., as follows

1 Before finalizing the purchase of any lot at Community Homeowners Association of Lake Forest, Inc., please be aware that you are, as a matter of law, on notice of all the contents of the above declaration and the association's by-laws and rules. Such documents are binding upon all lot owners.

2 The rules (Covenants & Restrictions) contain limitations regarding the use of the lot and the common area by owners, tenants, and their family and guests.

3 It is recommended that you obtain copies of all the foregoing instruments and read them prior to making a final commitment to purchase a lot at Community Homeowners Association of Lake Forest, Inc., referred to above.

4 At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s), including attorney's fees, interest, and other charges. You are advised to obtain a "resale certificate" from the association management which will verify whether there are any unpaid amounts.

5 The Association has authorized the managing agent to charge a transfer fee of \$75.00 for the sale of any lot payable by the **buyer** at closing. All closing officers are asked to contact the managing agent to obtain further material to be presented to buyer at closing.

6 Until changed by notice recorded in the Official Records of Williamson County, Texas, the address and telephone number of the managing agent for the association for purposes of obtaining resale certificates, copies of documents, and information about delinquent sums owed to the association by lot owners selling their lots, are as follows:

Alliance Association Management  
3355 Bee Caves Road, Suite 510  
Austin, Texas 78746  
(512) 328-6100 - Telephone  
(512) 328-6178 - Fax

Dated this 21<sup>st</sup> day of May, 2001

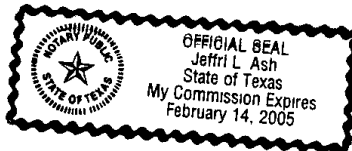
Community Homeowners Association of Lake Forest, Inc.

By  
Print Name  
Title

Joel H. Rabuck  
Joel H. Rabuck  
Board member

STATE OF TEXAS  
COUNTY OF Texas

This instrument was acknowledged before me on May 21<sup>st</sup>, 2001, by Joel Rabuck, as Board member of Community Homeowners Association of Lake Forest, Inc., a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.



Jeffri L. Ash  
Notary Public for the State of Texas  
Printed Name of Notary  
My Commission Expires

① After recording, return to:  
Alliance Association Management  
3355 Bee Caves Road, Suite 510  
Austin, Texas 78746

600 Round Rock W. Dr. #601  
Round Rock, TX 78681

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

RECEIVED  
MAY 29 2001

Nancy E. Rister  
06-08-2001 11:24 AM 2001040464  
SUSIE \$9.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

State of Texas §

County of Williamson §

Lake Forest Community  
Round Rock, Texas  
Lake Forest I, II, and III

**Declaration of Covenants, Conditions, and Restrictions  
First Amendment (September, 2002)**

The Declaration of Covenants, Conditions, and Restrictions ("Declaration") of the Lake Forest community in Round Rock, Texas was adopted June 12, 2000 by Bon Terre-B, Ltd., a Texas limited partnership, and by Joel H. Robuck, President, Berkshire, Inc. This Declaration is recorded in Document #2000043227 of the Official Public Records of Williamson County, Texas.

Article 7, Section 7.12 of the Declaration describes permissible methods for amending the Declaration, and the requisites for amendment have been met. Declarant, Bon Terre-B, Ltd., a Texas limited partnership, pursuant to its authority under Article 7, Section 7.12(a) of the Declaration, makes these amendments in furtherance of the general plan and scheme of development, and the language of this amendment shall control to the extent of any conflict with the original Declaration.

Article 1, Section 1.1 is amended to add the following phrase to the end of the section:

"The HOA Lots" may also be referred to as the "Common Area."

Article 3, Section 3.5 is deleted in its entirety and replaced with the following language:

"Section 3.5. Date of Commencement of Regular Assessments. The Regular Assessments provided for herein shall commence with respect to each Lot on either (1) the date of conveyance of the Lot in question to an Owner intending to use the Residence constructed on the Lot as a home; or (2) at a date determined by Declarant, whichever earlier. (For example, Declarant may notify builders owning Lots that those Lots must pay assessments beginning on a date established by Declarant.)

Article 3, Section 3.7 is amended by deleting the first paragraph in Section 3.7 (beginning with the words "Any assessment or initiation fee" and ending with the words "with respect to any Lot.") and substituting the following language:

"Section 3.7. Remedies of the Association. Any Assessment, Initiation Fee or other sum due under the declaration, bylaws, or rules not paid within 30 days after the due date shall be delinquent and, at the Board's discretion, may bear interest from the due date at the rate of 18% per annum, but in no event in excess of the maximum rate permitted by applicable law, and/or the Board may impose late fees and collection fees/charges for any unpaid amounts due the Association. Such Assessment, Initiation Fee, or other amount due and all interest and costs of collection, including administrative costs of the association and reasonable attorneys fees and any late fees adopted by the board shall be secured by a lien upon the Owner's Lot to which such Assessment, Initiation Fee or other costs relate, which lien (1) shall be superior to all other liens and charges against such

property, except only for ad valorem tax liens and all sums unpaid on a bona fide mortgage lien or deed of trust lien of record, and (2) shall be coupled with a power of sale in favor of the association entitling the association to exercise the right of non-judicial foreclosure sale and the other rights and remedies afforded under Chapter 51 of the Texas Property Code, as amended. It is expressly intended that by acceptance of a deed or other form of conveyance to a Lot within the property, each Owner acknowledges that title is accepted subject to the lien provided for herein, which shall be deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, the lien having been created prior to the creation or attachment of any homestead right with respect to any Lot.” [The second paragraph of Section 3.7 remains unchanged.]

Article 3, Section 3.7 is hereby amended to add an additional sub-paragraph at the end of the section to read as follows:

“All monies received from an Owner may be applied first to non-assessment obligations of the Owner, such as fines, late charges, returned check charges, damages, etc., regardless of notations on checks or any instructions otherwise.”

Article 4, Section 4.2 is deleted in its entirety and replaced with the following language:

“Section 4.2. Residential Use. The Property and all Lots shall be used for single-family residential purposes only, except that a Lot may be used by a homebuilder for a model home or as a temporary parking lot adjacent to a model home. Subject to other provisions of this Declaration governing use of the common area and use by the Declarant, no part of the property may be used for purposes other than housing and related, non-commercial purposes for which the property was designed. No other uses are permitted by this Declaration. Owners may not allow employees of Owner or a business with which Owner is associated (other than household domestic servants or persons related to the Owner by blood, adoption, or marriage) to live in the house. Owners may not manufacture or prepare on the property any tangible products for off-premises use or consumption. The foregoing restrictions as to use for residential purposes shall not, however, be construed in such manner as to prohibit a homeowner from:

1. Maintaining his personal, professional library;
2. Keeping his personal business or professional records or accounts, provided that such records are kept by a resident of the house and not a third party coming and going from the house on a regular basis;
3. Handling his personal and professional business involving only professional telephone calls, computer work, correspondence, and mail. The foregoing does not permit personal or professional business involving deliveries to or from a home (other than mail service typical of residential use), visits of customers, clients, patients, vendors, or other business visitors to or from the Owner’s home or common areas; or
4. Renting or leasing an Owner’s home in strict compliance with the Declaration, bylaws, and rules (community policies);

No building shall be erected, altered, placed, or permitted to remain on any Lot other than one Residence per Lot not exceeding two stories in height with a private garage as provided below. Each Residence shall be constructed in conformance with minimum FHA and VA standards.”

Article 4, Section 4.3 is deleted in its entirety and in its place the following language is substituted:

“Section 4.3. Single Family Use. Each Residence may be occupied by only one family consisting of persons related by blood, adoption, or marriage or no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants. However, in no event shall a residence be occupied by more than three times the number of bedrooms in the residence. For example, no more than nine people may reside in a three-bedroom home. For the purposes of this section, the word “bedroom” shall mean only the traditional use of the term – living areas such as game rooms, living rooms, dens, kitchens, breakfast rooms, enclosed patios, or any similar room shall not be considered a bedroom.”

Article 4, Section 4.7(B) regarding “vehicle storage” is deleted in its entirety.

Article 4, Section 4.7(D) entitled “Vehicle Parking” is deleted in its entirety and replaced with the following language:

“(D) Vehicle Parking. Parking of vehicles, motorcycles, bicycles, trailers, or any motorized vehicle in grass areas, dirt areas, flowerbeds, or sidewalks is prohibited. Owners and occupants must park vehicles in their respective garages or off-street parking areas on their Lots. Owners may not store any items in their garage that prevent parking of vehicles in the garage. No homeowner or occupant may park, store, operate, or keep within or adjoining the property any commercial or commercial-type vehicle (including vehicles with commercial markings/lettering), vehicle longer than 19 feet, motorcycles, motorbikes, motor scooters, Recreational Vehicles (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart), or other similar vehicles, unless same is kept solely within the garage of such Owner’s home. No vehicle may be used as a residence or office temporarily or permanently while on the Property. Garage doors must be kept closed except when necessary for exiting, entering, and repairs. No one may park vehicles in the amenities (including pool and tennis court) parking lot overnight or when not using the amenities. Bicycles and similar items may not be stored outside a dwelling or on balconies or patios or in a manner visible from a street.

Notwithstanding any other language to the contrary in this Declaration, this Declaration shall not prevent temporary parking, for no longer than 12 hours in any seven-day period, of a Recreational Vehicle in view on an Owner’s Lot if such parking is in the course of loading or unloading for recreational purposes.

(b) No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the roadways throughout the property or in front of driveways to the Lots. No vehicles shall be left parked and unattended in such a manner as to prevent the ingress or egress of emergency vehicles or service vehicles (for example, garbage trucks). No inoperable vehicle may be parked on the Property (including the streets) except within an enclosed garage.

(c) Motorcycles and bicycles may not be parked on balconies or patios visible from the street or common area. Bicycles must be stored inside a dwelling or garage or otherwise not in view from a street or common area.”

Article 4, Section 4.7(f) entitled “Yard Screening” is deleted in its entirety and replaced with the following language:

“(s) Yard Screening. The drying, airing, or other hanging of clothes, rugs, or other such items anywhere other than inside a Residence is prohibited. The

Owners and occupants of any Lot such as those Lots at the intersections of streets or adjacent to parks, playgrounds, or other facilities where the rear yard is visible to public view shall install a suitable enclosure to screen from public, street-level view equipment which is incidental to normal residences such as yard equipment and storage piles.”

Article 4, Section 4.7(l) is deleted in its entirety and replaced with the following language:

“(l) *Antennas and satellite dishes.* The following antennas and satellite dishes are not permitted:

- o antennas or dishes that only transmit signals;
- o antennas or dishes that interfere with reception of video signals by other homes;
- o antennas or dishes mounted on roofs or buildings;
- o antennas or dishes in common areas; and
- o dishes greater than one meter in diameter.

Unless prohibited above, an antenna or satellite dish may be installed only: (1) inside the attic, garage or living area of a home; or (2) outside in the back yard or side yard of a home. However, the Committee may in its discretion allow antennas or dishes to be mounted on the back half of a roof (the portion of the roof furthest from the street). Outside installation is allowed only if the plans and specifications for location, attachment, safety and screening are approved in writing by the Committee for compliance with the following standards:

The antenna or satellite dish must:

- o be properly bolted and secured in a workmanlike manner;
- o be located behind the home or behind a solid wall, fence or perennial landscaping in the side yard or back yard of a home;
- o be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the antenna or dish from being seen from any street, common area or neighboring home;
- o be no higher than the fence or landscaping that is screening it from view; and
- not be located within any building setback lines as defined by the City of Round Rock.

The unit Owner is liable for all damages to association property, personal property, animals and persons caused by the Owner’s installation of an antenna or dish.

These location, installation and screening requirements are based on aesthetics, non-interference with reception by neighbors, preservation of property values and safety, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes.”

A new sub-section is added under Article 4, Section 4.7 of the declaration to read as follows:

“(z) *Leasing.* No home may be leased for hotel or transient purposes or for less than 30 days. All leases must be subject to the declaration, bylaws, and rules of the association. The association shall have the authority to evict tenants of Owners after reasonable notice for substantial or repeated violations of the association’s declaration, bylaws, or rules. The association shall have the authority to enforce all declaration, bylaws, or rule provisions against an Owner’s

tenants, including collection of fines for violations of the Declaration, Bylaws, or Rules by the tenant. Owners are liable for all fines levied against their tenants and their tenants guests or invitees. No Owner may lease (for barter or monetary amounts) any part of their home (such as leasing a bedroom to a boarder) with the exception of live-in domestic help for customary residential purposes."

A new section under Article 4, Section 4.12a, is added to read as follows:

"Section 4.12a. Village III Collingwood Drive Boundary Fence Location. The required Village III boundary fence along the east side of Collingwood Drive shall be installed two feet inside the street right-of-way on the Lot. The required yaupons shall be installed in the two-foot area between the installed masonry fence and the street right-of-way."

A new section under Article 4, Section 4.12b, is added to read as follows:

"Section 4.12b. Lake Forest II and III, Village III Collingwood Drive Pathway. The Owner shall install a six-foot pathway, instead of the normal sidewalk, along each Lot adjacent to the east side of Collingwood Drive in Lake Forest II Village III and in Lake Forest III Village III."

A new section, Section 4.13a, is added to read as follows:

"Section 4.13a. Native Tree Preservation. No Lot trophy tree, defined as a native live oak, cedar, elm, or pecan greater than eight caliper inches three feet above the ground will be removed or damaged without the prior review and approval of Declarant, or after Declarant rights end, the Committee."

A new paragraph is added at the end of Article Five, Section 5.1 to read as follows:

"No exterior or interior addition or alteration shall <sup>be</sup> ~~me~~ made to any Residence which involves removal, addition, or alteration of load-bearing or non-load-bearing walls without the prior written consent of the Committee. Plans for all such work shall be submitted to the Committee in compliance with this Section 5.1. All removals, additions, and alterations must, comply with all applicable governmental regulations, including building code and fire code regulations."

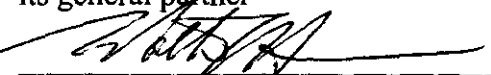
Article 6, Section 6.1(a) is deleted and replaced in its entirety with the following language:

"(a) The association shall have the right to prescribe rules and regulations from time to time governing and restricting the use of the Property."

Executed and effective this 9<sup>th</sup> day of September, 2002.

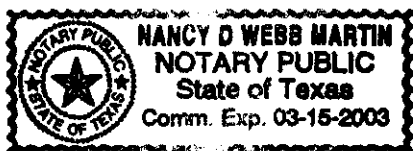
Bon Terre-B, Ltd., a Texas limited partnership

By: WJH Corporation, a Texas corporation,  
its general partner

By:   
Walter J. Hurnann, President

County of Dallas §  
§

This instrument was acknowledged before me on the 9<sup>th</sup> day of September, 2002 by Walter J. Humann, in the capacity stated above.



Nancy D Webb Martin  
Notary Public in and for the State of Texas

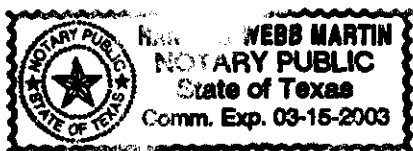
Developer

By:

Joel H. Robuck  
Joel H. Robuck, President, Berkshire, Inc.

State of Texas §  
County of Dallas §  
§

This instrument was acknowledged before me on the 9<sup>th</sup> day of September, 2002 by Joel H. Robuck, in the capacity stated above.



Nancy D Webb Martin  
Notary Public in and for the State of Texas

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank One, Texas, National Association, a national banking association, the holder of a lien on the Phase I Property, the Phase II Property, and the Phase III Property pursuant to a Deed of Trust dated September 10, 1999, recorded under Clerk's File No. 199961933 of the Real Property Records of Williamson County, Texas, hereby consents to the execution and recordation of this September, 2002 First Amendment to the Declaration ("Amendment") by Declarant and subordinates the lien of such Deed of Trust to the terms and provisions of this Amendment, it being agreed that the Declaration and this September, 2002 First Amendment to the Declaration shall survive foreclosure of the lien of such Deed of Trust and that any sale of the Property at foreclosure will be made subject to this Declaration.

Bank One, Texas, National Association  
a national banking association

By:

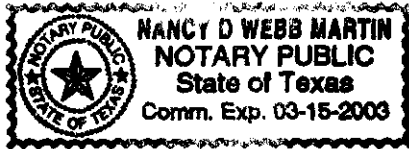
Dale W. Renner  
Dale W. Renner  
Vice President

State of Texas

County of Dallas

§  
§  
§

This instrument was acknowledged before me on the 9<sup>th</sup> day of September, 2002 by Dale W. Renner, in the capacity stated above.



Nancy D Webb-Martin  
Notary Public in and for the State of Texas

① After recording, please return to:  
Niemann & Niemann, L.L.P.  
1122 Colorado St., Suite 313  
Austin, Texas 78701

FileServer:CLIENTS:LakeForest:DeclarAmend-sw.doc

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Nancy E. Rister

09-12-2002 10:23 AM 2002070055  
MILLER \$21.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



State of Texas                   §

County of Williamson       §

Lake Forest Community  
Round Rock, Texas  
Lake Forest I, II, and III

**Declaration of Covenants, Conditions, and Restrictions  
Second Amendment (January, 2003)**

The Declaration of Covenants, Conditions, and Restrictions ("Declaration") of the Lake Forest community in Round Rock, Texas was adopted June 12, 2000 by Bon Terre-B, Ltd., a Texas limited partnership, and by Joel H. Robuck, President, Berkshire, Inc. This Declaration is recorded in Document #2000043227 of the Official Public Records of Williamson County, Texas. The First Amendment to the Declaration was filed September 12, 2002 in Document #2002070055 of the Official Public Records of Williamson County, Texas. The term "Declaration" shall refer to the original Declaration and all amendments.

Article 7, Section 7.12 of the Declaration describes permissible methods for amending the Declaration, and the requisites for amendment have been met. Declarant, Bon Terre-B, Ltd., a Texas limited partnership, pursuant to its authority under Article 7, Section 7.12(a) of the Declaration, makes these amendments in furtherance of the general plan and scheme of development, and the language of this amendment shall control to the extent of any conflict with the original Declaration.

**Article V, Section 5.2, "Procedure for Approval," is hereby amended as follows:**

The last sentence of the second sub-paragraph of Section 5.2, which states "If the Committee fails to approve or disapprove such plans and specifications within 15 days after the date of submission, written approval of the matter submitted shall not be required and compliance with this Section 5.2 shall be deemed to have been completed." is deleted in its entirety and replaced with the following language:

"If the Committee fails to approve or disapprove the plans and specifications submitted in accordance with Article V within 30 days after the date of the Committee's receipt of such plans, or for plans and specifications for the construction of a Residence, within 60 days after the date of the Committee's receipt, the plans shall be deemed disapproved. Persons submitting plans and specifications are strongly encouraged to obtain written confirmation of the Committee's receipt of such plans and specifications. The Committee shall act with good faith and due diligence in attempting to review and either approve or disapprove all submitted plans and specifications to the extent reasonably possible within the above-described time periods. The Committee has the sole discretion and authority to approve or disapprove submitted plans and specifications, and all Committee decisions shall be final."

**Article V, Section 5.7, "Required Approval Process for Owners and Builders," is hereby added to read as follows:**

The Committee shall have the responsibility and the authority to review and approve a specific homebuilder selected by an Owner to build a Residence on the Owner's Lot. In addition

to other requirements noted herein, the Owner shall be required to provide the following documentation to the Committee for review and approval or disapproval prior to any construction on a Lot:

1. Name and ownership of the builder
2. Specific locations where builder is building homes in the Austin area
3. Price range of new homes built by builder in the Austin area
4. History of the builder in the Austin area (length of time in business; previous building businesses, etc.)
5. Specific addresses of residences similar to requested Lake Forest Residence

The Committee shall consider the required documentation, as well as any additional documentation and information Owners choose to submit, in the review and approval and/or disapproval of the builder. The Committee shall have the responsibility and authority to approve or reject the requested builder, based on the sole discretion of the Committee. The Committee may in its discretion maintain a list of pre-approved builders. If the proposed builder is on the list of pre-approved builders, the requisites of Section 5.7 may be met by the Owner's written notice to the Committee of the name of the builder, and the Committee's subsequent written confirmation to the Owner that the builder is pre-approved. The Owner must obtain either (1) such pre-approval notice from the Committee or (2) the Committee's written approval of the builder before the Committee will review proposed construction plans.

**Article V, Section 5.8, "Required Approval Process for Residence to be Built by New Builder," is hereby added to read as follows:**

If the Committee approves the builder, the Committee has the responsibility and authority to review and approve or disapprove the documentation required by Article V for the Residence to be constructed by the builder on the Lot. Such documentation must be submitted to the Committee and the Committee's written approval must be received prior to any construction commencement. In addition to documentation required by Section 5.2 and other sections herein, submittal Residence documentation must include, but is not limited to:

1. Plot plan of the specific Lot and Residence
2. Complete set of Residence construction plans
3. Complete set of all four (4) Residence outside elevations
4. Complete Residence Specifications List for all external and internal finish materials, including trim, cabinets, hardware, plumbing fixtures, kitchen appliances, windows, doors, floors, molding, garage doors, roof materials, exterior materials, wallpaper, paint, air conditioned living area, landscape plan, fence plan
5. Other documentation reasonably requested by the Committee

Executed and effective this 21<sup>st</sup> day of January, 2003.

Bon Terre-B, Ltd., a Texas limited partnership

By: WJH Corporation, a Texas corporation,  
its general partner

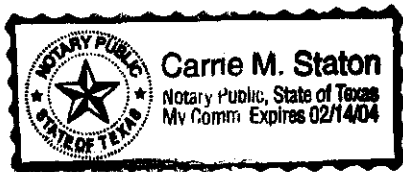
By: [Signature]  
Walter J. Humann, President

State of Texas

County of Dallas

§  
§  
§

This instrument was acknowledged before me on the 21<sup>st</sup> day of January, 2003 by Walter J. Humann, in the capacity stated above.



[Signature]

Notary Public in and for the State of Texas

Developer

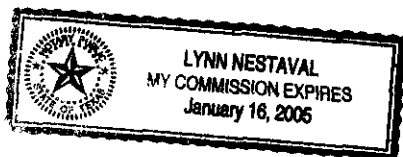
By: [Signature]  
Joel H. Robuck, President, Berkshire, Inc.

State of Texas

County of WILLIAMSON

§  
§  
§

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2003 by Joel H. Robuck, in the capacity stated above.



[Signature]  
Notary Public in and for the State of Texas

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank One, Texas, National Association, a national banking association, the holder of a lien on the Phase I Property, the Phase II Property, and the Phase III Property pursuant to a Deed of Trust dated September 10, 1999, recorded under Clerk's File No. 199961933 of the Real Property Records of Williamson County, Texas, hereby consents to the execution and recordation of this January, 2003 Second Amendment to the Declaration ("Amendment") by Declarant and subordinates the lien of such Deed of Trust to the terms and provisions of this Amendment, it being agreed that the Declaration and this January, 2003 Second Amendment to the Declaration shall survive foreclosure of the lien of such Deed of Trust and that any sale of the Property at foreclosure will be made subject to this Declaration.

Bank One, Texas, National Association  
a national banking association

By:



Dale W. Renner  
Vice President

State of Texas

County of Dallas

§  
§  
§

This instrument was acknowledged before me on the 21st day of January, 2003 by Dale Renner, in the capacity stated above.



Notary Public in and for the State of Texas

After recording, please return to:  
Niemann & Niemann, L.L.P.  
1122 Colorado St., Suite 313  
Austin, Texas 78701

FileServer:CLIENTS:LakeForest:2ndDeclarAmend.doc

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01-22-2003 09:22 AM 2003005468  
MSTANLEY \$15.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

①  
To: Bob Lobuck  
3816 Bryn Mawr  
Dallas, Tx. 75225



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**THE LAKE FOREST COMMUNITY**

**ROUND ROCK, TEXAS**

**LAKE FOREST I, II AND III**

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS**

**DEVELOPED BY:**

**BON TERRE RESIDENTIAL IN ASSOCIATION WITH JOEL H. ROBUCK**

**AMENDED AND RESTATED JANUARY 25, 2005**

## **LAKE FOREST COMMUNITY**

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), is executed by Bon Terre-B, Ltd., a Texas limited partnership ("Declarant").

#### **RECITALS:**

A. Declarant has the authority to amend this Declaration under authority granted by Declaration Sections 7.12 and 7.14.

B. Declarant intends for the Phase I Property, the Phase II Property and the Phase III Property to be developed as a single-family residential subdivision (the "Subdivision").

C. Declarant desires to now establish covenants, conditions and restrictions upon the Phase I Property and each and every Lot contained therein, in order to establish a general plan for the development of the Phase I Property.

D. Declarant desires to establish Homeowners Association Lots and easements on, over and across portions of the Phase I Property for the mutual benefit of all future Owners of Lots within the Phase I Property.

E. Declarant further desires to create a homeowners association (i) to preserve, operate and maintain the HOA Lots, (ii) to administer and enforce these covenants, conditions and restrictions, (iii) to collect and disburse funds pursuant to the assessments and charges created in this Declaration and (iv) to perform such other acts as shall generally benefit all of the Property hereinafter described.

F. Declarant further desires to provide for the eventual annexation of the Phase II Property and the Phase III Property to the property covered by this Declaration.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that (a) the Property shall be held, sold, transferred and conveyed subject to the easements, covenants, conditions and restrictions set forth in this Declaration; and (b) these covenants, conditions, restrictions and easements shall run with the land in the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner of all or a part of the Property. This Declaration amends, supercedes, and totally replaces the previously-filed Declaration and Declaration Amendments (the original Declaration being recorded in Document number 2000043227 of the Official Public Records of Williamson County, Texas).

#### **ARTICLE I**

##### **DEFINITIONS**

Capitalized terms used in this Declaration and not defined elsewhere herein shall have the meanings assigned to them in this Article I.

Section 1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as the same may from time to time be duly amended.

Section 1.2 "Assessments" shall mean Regular Assessments and Special Assessments as defined below:

(a) "Regular Assessment" shall mean and refer to the amount assessed to and to be paid by each Owner to the Association for that Owner's portion of the HOA Expenses.

(b) "Special Assessment" shall mean (i) a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed and attorneys' fees and other charges payable by such Owner pursuant to the provisions of this Declaration, or (ii) a charge against each Owner and such Owner's Lot equal to such Lot's portion of the cost to the Association for increased operating or maintenance expenses or costs or for installation, construction or reconstruction of any Common Areas or any capital improvement located thereon which the Association may from time to time authorize.

Section 1.3 "Association" shall mean and refer to LAKE FOREST COMMUNITY HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 1.4 "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.5 "Bylaws" shall mean and refer to the Bylaws of the Association as the same may from time to time be duly amended.

Section 1.6 "City" shall mean the City of Round Rock, Texas.

Section 1.7 "Committee" shall mean and refer to the Architectural Control Committee for the Property, which Committee shall consist of at least one (1) but not more than three (3) members at all times, all of whom shall be appointed as provided in Section 5.6 herein.

Section 1.8 "FHA" shall mean and refer to the Federal Housing Authority.

Section 1.9 "Final Plat" shall mean and refer to the final plats of the Property approved by the City of Round Rock and filed by Declarant in the Real Property Records of Williamson County, Texas.

Section 1.10 "HOA Expense" shall mean and refer to any and all expenses incurred or to be incurred by the Association in connection with the ownership, construction, maintenance, preservation and operation of the HOA Lots, including the Association's administrative costs incurred in connection therewith, and any other expenses incurred by the Association in the furtherance of its purposes or as prescribed by the Articles and Bylaws.

Section 1.11 "HOA Lots" or "Common Area" shall mean and refer to all real property and all easements, licenses, leaseholds, rights, rights-of-way and other interests in real property, if any, and the improvements thereon, within the Property which have not been separately platted as a Lot on which a Residence will be constructed or dedicated to the City or another governmental authority, such "HOA Lots" to include, without limitation, the real property described as HOA Lot on the Final Plat of the Phase I Property and all recreational facilities and related improvements situated thereon; provided, however, additional property constituting a portion of the Phase II Property and the Phase III Property shall be annexed into the HOA Lots by Declarant as provided in Section 7.13.

Section 1.12 "Lot" shall mean and refer to each lot platted on the Property.

Section 1.13 "Masonry" shall mean and refer to brick, brick veneer, stone, stone veneer, stucco or other masonry material approved by the Committee.

Section 1.14 "Member" shall mean and refer to each person and entity, which is a member of the Association as provided for in Section 2.2 hereof.

Section 1.15 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including builders and contract sellers), of the fee simple title to a Lot, but not including those having an interest merely as security for the performance of an obligation.

Section 1.16 "Phase I Property" shall mean and refer to that certain tract of land situated in Williamson County, Texas described in the attached Exhibit "A".

Section 1.17 "Phase II and Phase III Property" shall mean and refer to that certain tract of land situated in Williamson County, Texas described in the attached Exhibit "B".

Section 1.18 "Property" shall initially mean and refer to the Phase I Property and, subsequent to the annexation thereof as provided in Section 7.13 of this Declaration, each annexed portion of the Phase II Property, and the Phase III Property.

Section 1.19 "Residence" shall mean and refer to any detached single-family residence constructed upon a Lot.

Section 1.20 "VA" shall mean and refer to the Veterans Administration.

Section 1.21 "Village I Property" shall mean the following Phase I Property Lots, as shown on the Final Plat:

Block and Lot

1. Block F, Lots 1-67
2. Block G, Lots 1-24
3. Block H, Lots 1-24

Section 1.22 "Village II Property" shall mean the following Phase I Property Lots, as shown on the Final Plat:

Block and Lot

1. Block C, Lots 2-22
2. Block D, Lots 1-40
3. Block E, Lots 1-30

Section 1.23 "Village III Property" shall mean the following Phase I Property Lots, as shown on the Final Plat:

Block and Lot

1. Block A, Lots 2-27
2. Block B, Lots 2-11



## ARTICLE II

### ASSOCIATION

Section 2.1     The Association. The Declarant shall charter the Association under the Texas Non-Profit Corporation Act, for the purposes of assuring compliance with the terms of this Declaration. The Association, acting through its Board, shall have the power to enforce the covenants, conditions and restrictions and all other terms contained in this Declaration, subject to the provisions of the Articles and Bylaws, and shall have all of the powers set forth in the Articles and Bylaws. Declarant, the Association and the Board shall never be under any obligation to enforce the covenants, conditions, restrictions and other terms of this Declaration, and any failure to so enforce shall never give rise to any liability whatsoever on the part of the Declarant, the Declarant's successors and assigns, the Association or the Board.

Section 2.2     Membership. Every Owner shall be a member of the Association. Each Owner's membership in the Association shall be appurtenant to and may not be separated from ownership of the Owner's Lot. Any person or entity holding an interest in any portion of the Property merely as security for the performance of any obligation shall not be a member of the Association. Declarant shall be a member of the Association without regard to whether Declarant owns one or more specific Lots until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof.

Section 2.3     Voting Rights. The Association shall have one or more classes of voting membership as further described in the Bylaws. All voting rights shall be subject to the provisions and restrictions set forth in the Bylaws. Upon written request by an Owner of a Lot, the Association shall furnish a true, complete and correct copy of the Bylaws certified by an officer of the Association to such Owner.

Section 2.4     Board of Directors. The Association shall have a Board of Directors who shall have the powers and duties prescribed in the Articles and Bylaws. The Bylaws shall specify the procedure for election of the directors, as well as the terms to be served by the directors.

## ARTICLE III

### ASSESSMENTS AND FEES

Section 3.1     Covenants for Assessments and Initiation Fee. (a) The Declarant hereby covenants, and each Owner of any portion of the Property by acceptance of a deed, or other conveyance therefor, whether or not it shall be so expressed in such deed or other document, is deemed to covenant and agree to pay to the Association Regular Assessments and Special Assessments, such Assessments to be established and collected as hereinafter provided, as well as fines assessed for violations to these deed restrictions, the bylaws, rules, and other governing documents. Such fines shall be determined by the board of the association.

(b) Each Owner who acquires title to a Lot intending to use the Residence constructed thereon as a home shall, on the date the Lot is conveyed to such Owner, pay to the Association an initiation fee for membership in the Association. Each Owner who acquires title to a Lot intending to use the Residence constructed thereon as a home, by acceptance of a deed or instrument of conveyance to such Lot, whether or not it shall be so expressed in such deed or other document, shall be deemed to covenant and agree to pay to the Association the initiation fee herein provided.

(c) The Regular Assessments, Special Assessments and Initiation Fee, together with any interest, costs, and reasonable attorneys' fees provided for under this Declaration, shall be a charge on the land and shall be a continuing lien upon the Owner's Lot against which each such

Assessment and fee is made. Each such Assessment and fee, together with any interest, costs, and reasonable attorneys' fees provided for under this Declaration, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time the Assessment or fee fell due. The personal obligation for delinquent Assessments and fees shall not pass to such Owner's successors in title unless expressly assumed by such successor.

Section 3.2 Initial Initiation Fee and Regular Assessment. Until adjusted pursuant to the terms of Section 3.9, the Initiation Fee (herein so called) for membership in the Association shall initially be \$100.00 per Lot and the Regular Assessments shall initially be \$400.00 per Lot per calendar year. The initiation fee shall be paid on the date a Lot is conveyed to an Owner intending to use the Residence constructed thereon as a home. The Regular Assessments shall commence as set forth in Section 3.5 below, and shall be payable in advance on February 1 of each year. If the date of commencement of Regular Assessments for an Owner under Section 3.5 is other than February 1, the first Regular Assessment owing by such Owner shall be prorated from the date of the Owner closing until December 31 of the year of Owner closing, and paid to the Association on such date of commencement. The initiation fee and Regular Assessments may be adjusted as determined by the Board pursuant to the Articles and Bylaws and shall be payable as set forth herein, or as otherwise prescribed by the Board.

Section 3.3 Special Assessments. In addition to the Regular Assessments authorized above, the Association may levy at any time, in accordance with the Articles and Bylaws, a Special Assessment for the purpose of defraying, in whole or in part, (i) as to Owners generally, the costs of any construction, reconstruction, repair or replacement of a capital improvement on the Common Areas, including fixtures and personal property related thereto, (ii) as to Owners generally, any increased operating or maintenance expenses or costs to the Association, (iii) as to a particular Lot Owner, the costs incurred by the Association with respect to a particular Lot due to the Lot Owner's lack of maintenance of the Lot or other compliance with this Declaration or the Association's rules and regulations, including without limitation, grass and weed cutting, and (iv) as to a particular Lot Owner, HOA Expenses incurred by the Association, in the judgment of the Board, as the result of the willful or negligent act of the Owner or the Owner's family, guests or invitees.

Section 3.4 Notice and Quorum Requirements. Written notice of any meeting called for the purpose of taking any action authorized in Section 3.2 and Section 3.3 shall be in accordance with the Bylaws of the Association.

Section 3.5. Date of Commencement of Regular Assessments. The Regular Assessments provided for herein shall commence with respect to each Lot on either (1) the date of conveyance of the Lot in question to an Owner intending to use the Residence constructed on the Lot as a home; or (2) at a date determined by Declarant, whichever earlier. (For example, Declarant may notify builders owning Lots that those Lots must pay assessments beginning on a date established by Declarant.)

Section 3.6 Exempt Property. All HOA Lots and all property dedicated to and accepted by the City or another governmental authority shall be exempt from the Assessments created herein.

Section 3.7. Remedies of the Association. Any Assessment, Initiation Fee or other sum due under the declaration, bylaws, or rules not paid within 30 days after the due date shall be delinquent and, at the Board's discretion, may bear interest from the due date at the rate of 18% per annum, but in no event in excess of the maximum rate permitted by applicable law, and/or the Board may impose late fees and collection fees/charges for any unpaid amounts due the Association. Such Assessment, Initiation Fee, or other amount due and all interest and costs of collection, including administrative costs of the association and reasonable attorneys' fees and any late fees adopted by the board shall be secured by a lien upon the Owner's Lot to

which such Assessment, Initiation Fee or other costs relate, which lien (1) shall be superior to all other liens and charges against such property, except only for ad valorem tax liens and all sums unpaid on a bona fide mortgage lien or deed of trust lien of record, and (2) shall be coupled with a power of sale in favor of the association entitling the association to exercise the right of non-judicial foreclosure sale and the other rights and remedies afforded under Chapter 51 of the Texas Property Code, as amended. It is expressly intended that by acceptance of a deed or other form of conveyance to a Lot within the property, each Owner acknowledges that title is accepted subject to the lien provided for herein, which shall be deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, the lien having been created prior to the creation or attachment of any homestead right with respect to any Lot

To evidence the lien, the Association may file a written notice of such lien in the Real Property Records of Williamson County, Texas, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Subsequent to the recording of a notice of lien as provided above, the Association may bring an action at law against the Owner personally obligated to pay the indebtedness secured thereby, and in addition, conduct a nonjudicial foreclosure sale of the Owner's Lot under the Texas Property Code or judicially foreclose the lien against the Owner's Lot, all such remedies being cumulative. In any suit or proceeding against the Owner or the Owner's Lot, the Owner shall be required to pay and shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the Association. No Owner may waive or otherwise escape liability for the initiation fee or Assessments provided for herein by non-use of the HOA Lots or abandonment of the assessed Lot by the Owner.

All monies received from an Owner may be applied first to non-assessment obligations of the Owner, such as fines, late charges, returned check charges, damages, etc., regardless of notations on checks or any instructions otherwise.

Section 3.8 Subordination of Lien to Mortgages. The lien securing the Assessments and Initiation Fee provided for herein on each Lot shall be subordinate to the lien of any bona fide mortgage or deed of trust of record now or hereafter placed upon such Lot. Sale or transfer of any Lot shall not affect the Assessment and Initiation Fee lien. However, the sale or transfer of any Lot pursuant to a foreclosure of any mortgage or deed of trust lien of record shall extinguish the Assessment and Initiation Fee lien as to Assessments or any Initiation Fee, which became due prior to such sale or transfer. No sale or transfer by foreclosure or otherwise shall relieve such Lot from liability for any Assessments or Initiation Fee thereafter becoming due or from the lien securing such Assessments or Initiation Fee.

Section 3.9 Duties of the Board. The Board shall fix the amount of the Initiation Fee and the Regular Assessments from time to time, but no more frequently than once per calendar year. The Board may amend the due dates for the Regular Assessments at any time the amount of the Regular Assessments is fixed. The Board may levy a Special Assessment authorized by this Declaration at any time. The Board shall establish the due date for such Special Assessment at the time of levy. The Board shall prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said Assessments a certificate in writing signed by an officer of the Association setting forth whether said Assessment has been paid.

Section 3.10 Enforcement (fines.) The board of the association will have the right to assess fines for violations of the declaration, bylaws, rules or any other governing document. Fines may increase for each day the owner allows the violation to continue. The board may waive all or part of any fine if there are hardship or unusual circumstances in the Board's discretion. Attorney's

fees incurred by the association in enforcing a deed restriction (including the bylaws, rules, or other governing document) may be assessed to the violating owner's account

## ARTICLE IV

### CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 4.1     Platting. No re-plat of the Property or any portion thereof shall be filed with the City or recorded in the Real Property Records of Williamson County, Texas that has not first been approved by Declarant, with Declarant's approval shown in writing, signed by Declarant, on the face of the plat.

Section 4.2.     Residential Use. The Property and all Lots shall be used for single-family residential purposes only, except that a Lot may be used by a homebuilder for a model home or as a temporary parking lot adjacent to a model home. Subject to other provisions of this Declaration governing use of the common area and use by the Declarant, no part of the property may be used for purposes other than housing and related, non-commercial purposes for which the property was designed. No other uses are permitted by this Declaration. Owners may not allow employees of Owner or a business with which Owner is associated (other than household domestic servants or persons related to the Owner by blood, adoption, or marriage) to live in the house. Owners may not manufacture or prepare on the property any tangible products for off-premises use or consumption. The foregoing restrictions as to use for residential purposes shall not, however, be construed in such manner as to prohibit a homeowner from:

- (a)     Maintaining his personal, professional library;
- (b)     Keeping his personal business or professional records or accounts, provided that such records are kept by a resident of the house and not a third party coming and going from the house on a regular basis;
- (c)     Handling his personal and professional business involving only professional telephone calls, computer work, correspondence, and mail. The foregoing does not permit personal or professional business involving deliveries to or from a home (other than mail service typical of residential use), visits of customers, clients, patients, vendors, or other business visitors to or from the Owner's home or common areas; or
- (d)     Renting or leasing an Owner's home in strict compliance with the Declaration, bylaws, and rules (community policies);

No building shall be erected, altered, placed, or permitted to remain on any Lot other than one Residence per Lot not exceeding two stories in height with a private garage as provided below. Each Residence shall be constructed in conformance with minimum FHA and VA standards.

Section 4.3.     Single Family Use. Each Residence may be occupied by only one family consisting of persons related by blood, adoption, or marriage or no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants. However, in no event shall a residence be occupied by more than three times the number of bedrooms in the residence. For example, no more than nine people may reside in a three-bedroom home. For the purposes of this section, the word "bedroom" shall mean only the traditional use of the term – living areas such as game rooms, living rooms, dens, kitchens,

breakfast rooms, enclosed patios, or any similar room shall not be considered a bedroom.

Section 4.4 Garage Required. Each Residence shall have a two-car garage conforming with current City zoning ordinances and codes, and the garage must conform in design and materials with the main structure of the Residence. No garage shall be converted to living space or used in any manner so as to preclude the parking of two automobiles therein, except for temporary usage as part of the sales facilities contained in any model homes constructed by a homebuilder.

Further restrictions for garages are as follows:

(a) Village I Lots and Village II Lots. Each garage constructed on a Village I Lot or Village II Lot shall open directly toward the street, or face perpendicular to the street, or be detached in the rear of the home. Single garage doors shall be used for two or three car garage entry, with a Masonry column constructed between the single garage doors. Double car garage entry doors shall only be allowed if the garage entry is a swing entry, perpendicular to the street.

(b) Village III Lots. Each garage constructed on a Village III Lot shall open perpendicular to the street, shall be a detached garage in the rear of the Lot, or shall open directly to the street, if the garage door is setback a minimum of twenty (20) feet from the front building line of the home. Single garage doors shall be used for two or three car garage entry, with a Masonry column constructed between the single garage doors. Double car garage entry doors shall only be allowed if the garage entry is a swing entry, perpendicular to the street.

Section 4.5 Restrictions on Re-subdivision. None of the Lots shall be subdivided into smaller lots.

Section 4.6 Driveways. All driveways shall be surfaced with concrete, or a similar substance, if approved in advance by the Committee.

Driveway access to Lake Forest Drive and Collingwood Drive is denied for the following Lots:

- (a) Village I Lots- Block F, Lot 67 and 1
- (b) Village II Lots- Block D, Lots 3, 15, 21, and Block C, Lot 2, and Block E, Lots 1, 8, 9, 16, 17, 24, 25, 30
- (c) Village III Lots- Block A, Lots 2, 9, 10, 17, 18, 27

Section 4.7 Uses Specifically Prohibited and Other Provisions.

(a) Lot Improvements. No temporary dwelling, outside storage building, shop, trailer or mobile home on any kind of any kind or any improvement of a temporary character including children's playhouses, playscapes, basketball goals, dog houses, greenhouses, gazebos, , swimming pools and spas, (\*above ground swimming pools are not allowed) storage containers and sheds shall be permitted on any Lot, except as specified under section 4.7 (n) below and further except that a builder or contractor may have temporary improvements (such as a sales office, parking lot and/or a construction trailer) on a Lot during construction of the Residence on that Lot. No building material of any kind or character shall be placed or stored upon a Lot until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed only within the property lines of the Lot upon which the improvements are to be erected during construction so long as construction progresses without undue delay.

(b) Vehicle Parking. Parking of vehicles, motorcycles, bicycles, trailers, or any motorized vehicle in grass areas, dirt areas, flowerbeds, or sidewalks is prohibited. Owners and occupants must park vehicles in their respective garages or off-street parking areas on their Lots. Owners may not store any items in their garage that prevent parking of vehicles in the garage. No

homeowner or occupant may park, store, operate, or keep within or adjoining the property any commercial or commercial-type vehicle (including vehicles with commercial markings/lettering), vehicle longer than 19 feet, motorcycles, motorbikes, motor scooters, Recreational Vehicles (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart), or other similar vehicles, unless same is kept solely within the garage of such Owner's home. No vehicle may be used as a residence or office temporarily or permanently while on the Property. Garage doors must be kept closed except when necessary for exiting, entering, and repairs. No one may park vehicles in the amenities (including pool and tennis court) parking lot overnight or when not using the amenities. Bicycles and similar items may not be stored outside a dwelling or on balconies or patios or in a manner visible from a street.

Notwithstanding any other language to the contrary in this Declaration, this Declaration shall not prevent *temporary parking*, for no longer than 12 hours in any seven-day period, of a Recreational Vehicle in view on an Owner's Lot if such parking is in the course of loading or unloading for recreational purposes.

No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the roadways throughout the property or in front of driveways to the Lots. No vehicles shall be left parked and unattended in such a manner as to prevent the ingress or egress of emergency vehicles or service vehicles (for example, garbage trucks). No inoperable vehicle may be parked on the Property (including the streets) except within an enclosed garage.

Motorcycles and bicycles may not be parked on balconies or patios visible from the street or common area. Bicycles must be stored inside a dwelling or garage or otherwise not in view from a street or common area.

(c) **Dangerous Cargo.** No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(d) **Structures.** No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out -building, shall be used on any of the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during construction periods.

(e) **Mining and Drilling.** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the surface of the Property. No oil wells, tanks, tunnels, mineral excavations or shafts shall 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.

(f) **Animals.** No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. 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 any part of the Property cows, horses, bees, pigeons, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than two (2) pets will be permitted on each Lot. Pets must be restrained or confined to the rear of the Owner's Lot inside a fenced area or within the house. It is the pet Owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification and vaccinated against rabies.

(g) **Dumping.** No Lot or other area on the Property shall be used as a dumping ground for rubbish or a site for the 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. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. All containers and other facilities for trash disposal must be located and screened in a manner approved by the Committee.

(h) Water Supply. No individual Lot water supply system shall be permitted on the Property.

(i) Wastewater System. No individual Lot sewage disposal shall be permitted on the Property.

(j) HVAC Equipment. No air-conditioning apparatus shall be installed on the ground in front of a Residence or on the roof of any Residence. No window air-conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of a Residence or at any other location where such would be visible from any street.

(k) Antennas and satellite dishes. The following antennas and satellite dishes are not permitted:

- antennas or dishes that only transmit signals;
- antennas or dishes that interfere with reception of video signals by other homes;
- antennas or dishes mounted on roofs or buildings;
- antennas or dishes in common areas; and
- dishes greater than one meter in diameter.

Unless prohibited above, an antenna or satellite dish may be installed only: (1) inside the attic, garage or living area of a home; or (2) outside in the back yard or side yard of a home. However, the Committee may in its discretion allow antennas or dishes to be mounted on the back half of a roof (the portion of the roof furthest from the street). Outside installation is allowed only if the plans and specifications for location, attachment, safety and screening are approved in writing by the Committee for compliance with the following standards:

- The antenna or satellite dish must:
- be properly bolted and secured in a workmanlike manner;
  - be located behind the home or behind a solid wall, fence or perennial landscaping in the side yard or back yard of a home;
  - be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the antenna or dish from being seen from any street, common area or neighboring home;
  - be no higher than the fence or landscaping that is screening it from view; and
  - not be located within any building setback lines as defined by the City of Round Rock.

The unit Owner is liable for all damages to association property, personal property, animals and persons caused by the Owner's installation of an antenna or dish.

These location, installation and screening requirements are based on aesthetics, non-interference with reception by neighbors, preservation of property values and safety, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes.

(l) Residential Use. No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted on the Property which is not related to single-family residential purposes. No noxious, offensive or noisy activity shall be undertaken on the Property, and nothing shall be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph or Section 4.2 shall prohibit a builder's temporary use of a Residence as a sales office until such

builder's last Residence on the Property is sold. Nothing in this subparagraph shall prohibit an Owner's use of a Residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining Owners' use and enjoyment of their Residences and yards.

(m) **Sight Lines.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six 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 ten feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(n)

1. **Outside storage buildings and sheds:** ACC APPROVAL REQUIRED and must meet the following specifications:

- a) Size no greater than eight (8) feet wide by twelve (12) feet long.
- b) Ceiling plate line height no greater than eight (8) feet.
- c) Siding material must be the same type and color masonry as the Residence on the Lot, and the roof material must be the same type and color material as the Residence roof.
- d) Location of building must meet the minimum side yard and rear yard setback provisions for the Lot.

2. **Outside storage containers:** Must meet the following specifications with no exceptions:

- a) Must be out of line of sight from the street
- b) Maximum of two per property
- c) Maximum of 4 ft tall
- d) Blend with surroundings

3. **Children's Playscapes/Playhouses:**

- a) Playscapes are not to exceed fourteen (14) feet at the highest point and no greater than twenty (20) feet in length. NO ACC APPROVAL necessary if it meets the said specifications.
- b) Playhouses are not to exceed six (6) feet in height and no wider than six (6) feet. NO ACC APPROVAL necessary if it meets the said specifications.
- c) Trampolines including safety net not to exceed fourteen (14) feet at the highest point. NO ACC APPROVAL necessary if it meets the said specifications.

4. **Basketball Goals:** No Basketball Goals can be mounted to any residence. Permanent Basketball Goals require ACC APPROVAL and must be out of the line of sight. Portable Basketball Goals - NO ACC APPROVAL necessary but must meet the following specifications:

- a) Stored in an upright position out of the street on the residence property
- b) Must be properly maintained

5. **Doghouses** that are reasonable in size require NO ACC APPROVAL.



6. Greenhouses: ACC APPROVAL REQUIRED and no more than ten (10) feet at the highest point.
7. Gazebos/Arbors: ACC APPROVAL REQUIRED and no more than fourteen (14) feet at the highest point.
8. The referenced facilities must be located to meet the minimum setback lines of the Lot.

(o) Easements. Within easements on each Lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(p) Drainage. Lot drainage shall follow the natural drainage to the street, utility easement or downhill property line. The Owner is responsible for managing the Lot surface drainage. After Declarant has graded a Lot, the general grading, slope and drainage plan of a Lot may not be altered without (i) written permission of the Committee and (ii) any approvals of the City and other appropriate agencies having authority to grant such approval which may be required.

(q) Signs. No sign of any kind shall be displayed to the public view on any Lot except (i) one professionally fabricated sign of not more than five (5) square feet advertising the Residence for rent or sale; (ii) signs used by Declarant or by a builder building homes within the Property to advertise the Property during the development, construction and sales periods; and (iii) signs advertising development of Residences on property of Declarant or its successors in title. Declarant, the Committee or the Association shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

(r) Yard Screening. The drying, airing, or other hanging of clothes, rugs, or other such items anywhere other than inside a Residence is prohibited. The Owners and occupants of any Lot such as those Lots at the intersections of streets or adjacent to parks, playgrounds, or other facilities where the rear yard is visible to public view shall install a suitable enclosure to screen from public, street-level view equipment which is incidental to normal residences such as yard equipment and storage piles."

(s) Burning. Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

(t) HVAC Screening. All exterior mechanical equipment, including, but not limited to, HVAC equipment, shall be located on the side or rear yard of each Lot and shielded with landscaping material or fencing from public view from any adjacent street.

(u) Utilities. All utilities shall be installed underground, with the exception of the required grade level utilities structures, such as transformers, gas meters and connection facilities. Electric transformers shall be installed in the front or rear yard setback line of the Lot. Any electric transformer installed in the front yard setback of the Lot line shall have landscaping installed around all sides of the structure. Perimeter landscaping is not required for gas meters, cable TV boxes and telephone boxes.

(v) Propane Tanks. Propane tanks, with the exception of outside liquid propane tanks no greater than 50-pound capacity for outdoor grill cooking shall not be installed or constructed on a Lot.

(w) Minimum Gas Usage. Each Owner shall install a minimum of TXU gas service for HVAC heating, clothes dryer and one other use with each constructed home.

(x) **Trash Management on Lots.** Each Owner shall have the responsibility to maintain, at its sole cost and expense, each Lot free and clear of excessive construction debris, trash and unsightly materials.

(y) **Leasing.** No home may be leased for hotel or transient purposes or for less than 30 days. All leases must be subject to the declaration, bylaws, and rules of the association. The association shall have the authority to evict tenants of Owners after reasonable notice for substantial or repeated violations of the association's declaration, bylaws, or rules. The association shall have the authority to enforce all declaration, bylaws, or rule provisions against an Owner's tenants, including collection of fines for violations of the Declaration, Bylaws, or Rules by the tenant. Owners are liable for all fines levied against their tenants and their tenants guests or invitees. No Owner may lease (for barter or monetary amounts) any part of their home (such as leasing a bedroom to a boarder) with the exception of live-in domestic help for customary residential purposes."

(z) **Residential Color Change:** ACC APPROVAL REQUIRED and must be compatible with the aesthetics of the neighborhood.

**Section 4.8 Minimum Floor Area.** The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings,

- (a) shall not be less than 1,800 square feet on any Lot within the Village I Property,
  - (b) shall not be less than 2,000 square feet on any Lot within the Village II Property,
  - (c) shall not be less than 3,000 square feet on any Lot within the Village III Property;
- provided, however, the Committee shall have the right, in its discretion, to allow variances of up to two hundred (200) square feet from the minimum and maximum square footage referenced in (a) or (b) or (c) above.

**Section 4.9 Building Materials.** Unless otherwise approved in writing by the Committee, the front wall area (exclusive of windows) of each Residence constructed on a Lot, including, but not limited to, chimney flues, shall be not less than 100% Masonry.

The total exterior wall area of each Residence constructed on a Village I Lot or Village II Lot, including, but not limited to, chimney flues, shall be not less than 75% Masonry, and not less than 100% Masonry for a Village III Lot (or a higher percentage if required by the City); provided, windows, doors and gables shall be excluded from the calculation of the total exterior wall area.

First and second floor box windows are allowed on the Residence wall, and wood trim is allowed on these specific box window elevations. With the advance permission of the Committee, Hardie plank, or similar Cement based building material, shall be allowed on front building elevation locations where Masonry is difficult to support or install.

Notwithstanding the foregoing, unless otherwise approved in writing by the Committee, each Residence side constructed on a Lot adjacent to Forest Creek Drive, Lake Forest Drive, Fernspring Drive, Gattis School Drive, and Collingwood Drive shall be 100% Masonry, including chimneys constructed adjacent to these same streets.

**Section 4.10 Setback Restrictions.** No Residence shall be located on any Lot nearer to the front Lot line, a side Lot line or the rear Lot line than the minimum setback lines shown on the Final Plat or required by the City, whichever is more restrictive.

**Section 4.11 Fences and Retaining Walls.** Any fence must be constructed of Masonry, Cedar wood or wrought iron, or another material approved by the Committee. Any wood fence

facing any street must be constructed so that the side of the fence containing the three (3) horizontal structural supports is not visible from such street. No fence shall be permitted to extend nearer to any street abutting the front Lot line than the front building line of any Residence.

All fences installed on a Village I Lot or Village II Lot shall be constructed of Cedar wood, wrought iron or Masonry, except any Village I Lot and Village II Lot fence installed along a Collector Street (hereinafter defined) shall follow the provisions of Section 4.12. Vertical steel foundation posts shall be installed, and no vertical wood posts shall be permitted. The fence shall have three (3) horizontal wood structures, and the steel posts shall be installed so the steel posts are not visible from any street.

All fences installed on a Village III Lot shall follow the following specifications, except any Village III Lot fence installed along a Collector Street shall follow the provisions of Section 4.12:

(a) If the installed fence is located between the Residence side front building elevation and the side yard Lot line, the installed fence shall be constructed of Masonry or wrought iron materials, a minimum of six (6) feet in height and a maximum of eight (8) feet in height.

(b) All other installed fences shall be constructed of either Cedar wood, Masonry or wrought iron materials, a minimum of six (6) feet in height and a maximum of eight (8) feet in height.

Wood fences may be stained only with the Penofin sealer treatment, or left in their natural condition.

Fences or walls erected by Declarant or builders shall become the property of the Owner of the Lot on which the same are erected and, in the event no other person or entity maintains such fences or walls, shall be maintained and repaired by such Owner.

No portion of any fence shall extend more than eight (8) feet in height. In the event that any fence intersects (the "Intersecting Fence") with any fence that is subject to the provisions of Section 4.12 below, which specifies a six (6) foot height for corner Lot fences, the Intersecting Fence, if higher, shall be decreased in height, at a steady rate, over the last ten (10) feet in length of such Intersecting Fence before it intersects with the lower fence so that there is a smooth transition from the higher level down to the six (6) foot height level of the fence referred to in Section 4.12. No two-fence segments of different heights shall meet without the ten (10) foot transition area required above. For the purposes of this Section 4.11, a fence shall "intersect" with another fence at any point where there is an appearance from any street that the fence segments meet or are in close proximity to each other.

Lot retaining walls shall meet the following specifications:

(a) The retaining wall shall be constructed with the face of the retaining wall on the common Lot boundary line. The retaining wall shall be constructed on the high side (meaning the higher Lot grade elevation) Lot, and shall extend no more than two (2) feet on the high side Lot. A four (4) foot retaining wall easement area shall be preserved on the low side (meaning the lower Lot grade elevation) Lot for retaining wall access and maintenance, as provided in subparagraph (c) below.

(b) If a fence is installed on the same Lot boundary line with a retaining wall, the fence shall be located on the high side of the Lot. The fence shall be installed immediately adjacent to the back of the Lot retaining wall. A Lot fence two (2) foot easement for access and maintenance of the Lot fence shall be maintained on the high side Lot between the fence and the Residence.

- (c) A perpetual non-exclusive easement, on, over and across the low side Lot easement area is hereby granted to the high side Lot for ingress and egress by the Owner and occupants of the high side Lot and their invitees, for construction, reconstruction and maintenance of the retaining wall serving the high side and the low side Lots, subject to the other restrictions set forth in this Declaration.

Nothing shall be done or permitted within the retaining wall easement area which would constitute a threat or hazard to the health and safety of the individuals occupying the high side or the low side Residences, nor shall anything be done or permitted within the retaining wall easement area which defaces the Residence or the landscaping of the low side Lot, or which adversely affects the integrity, structure or strength of the Residence on the low side Lot.

The uses permitted within the retaining wall easement area by virtue of this Provision shall be nonexclusive because same may be subject to utility, access and drainage easements, as well as any minor encroachments. In addition, the permitted uses of the retaining wall easement area shall be coexistent with any easements granted elsewhere in the Declaration, as it may be amended from time to time.

- (d) Notwithstanding anything to the contrary set forth in this Declaration, in the event a retaining wall is damaged or destroyed by casualty or requires repair or maintenance due to wear and tear, the Owner of the high side Lot shall proceed promptly to repair or restore the retaining wall in the manner consistent with its original construction, unless otherwise approved pursuant to other Declaration provisions.
- (e) An fence constructed or required to be constructed upon the common boundary line of the high side and the low side Lots shall be the shared maintenance responsibility of the adjoining Lot Owners. Any fence constructed or required to be constructed on the high side Lot, due solely to the construction of a retaining wall with its face on the common Lot boundary line, shall be the shared maintenance responsibility of the adjoining Lot Owners. The adjoining Lot Owners shall maintain such fence in good order and repair and shall replace such fence upon its deterioration in accordance with the construction requirements of this Declaration. Prior to performing any work to maintain, repair or replace a fence, the adjoining Lot Owners shall discuss the needed work and endeavor in good faith to agree on its scope and cost.
- (f) In the event of any dispute, disagreement or controversy between or among any Owners pertaining to either the retaining wall or fence, then upon the written demand of any such Owner, the dispute, disagreement or controversy shall be fully and finally resolved in binding arbitration before the Committee, or a representative of the Committee, and, if necessary, judgment upon the Committee's decision may be entered in any court having jurisdiction thereof

Section 4.12 Village I, Village II, and Village III Collector Street Fence. The Owner, within 30 days after construction of a Residence built on any Village I Lot, Village II Lot or Village III Lot adjacent to Lake Forest Drive, Fernspring Drive or Collingwood Drive (collectively the "Collector Street") shall construct or cause to be constructed, and shall thereafter repair and maintain, a fence (the "Collector Fence") along the side of the Lot which is adjacent to a Collector Street.

The Collector Fence for Village I Lots and Village II Lots shall:

- (a) be immediately inside the applicable property line of such Lot;
- (b) extend from the rear Lot line to a point which will enclose all utility fixtures (exclusive of electric utility company transformers) when connected to the fence connected with the side of the Residence constructed on the Lot, and shall extend to a point forty five (45) feet from the extended intersection point of the side street right of way with the front street right of way;
- (c) comply with City and FHA and VA requirements;
- (d) be constructed at the Owner's sole cost and expense;
- (e) be constructed of Cedar wood, with a pattern of board on board construction using 1 inch by 6 inch plank Cedar wood, or Masonry material approved in writing by the Committee, with vertical metal fence supports located on the Residence side (as opposed to the street side) of the fence, and be treated with Penofin sealer treatment or left in its natural condition;
- (f) be six (6) feet in height;
- (g) be parallel with the applicable property line of such Lot;
- (h) be constructed so the side of the fence containing the three (3) horizontal structural supports are not visible from any street;
- (i) and on the street side of the Collector Fence the Owner shall install and maintain five (5) tall Yaupons, located ten (10) foot on centers between the sidewalk and the Collector Fence.

The Collector Fence for the Village III Lots shall:

- (a) be constructed immediately inside the Collingwood Drive Lot side property line, extending from the rear Lot corner to a point which will enclose all utility fixtures (exclusive of electric utility company transformers) when connected to the fence connected with the side of the Residence constructed on the Lot, and shall extend to a point forty five (45) feet from the extended intersection point of the side street right of way with the front street right of way;
- (b) be constructed of the same Masonry materials as installed along the north and south sides of Forest Creek Drive;
- (c) be six (6) feet in height;
- (d) and on the street side of the Collector Fence the Owner shall install and maintain five (5) tall Yaupons, located ten (10) foot on centers between the sidewalk and the Collector Fence.

Section 4.12a. Village III Collingwood Drive Boundary Fence Location. The required Village III boundary fence along the east side of Collingwood Drive shall be installed two feet inside the street right-of-way on the Lot. The required yaupons shall be installed in the two-foot area between the installed masonry fence and the street right-of-way.

Section 4.12b. Lake Forest II and III, Village III Collingwood Drive Pathway. The Owner shall install a six-foot pathway, instead of the normal sidewalk, along each Lot adjacent to the east side of Collingwood Drive in Lake Forest II Village III and in Lake Forest III Village III.

Section 4.13 Landscaping. Each Owner of a Lot shall landscape and maintain the Lot according to the following minimum provisions:

- (a) All yards visible from the street shall be sod with grass from the Residence to the back of the street curb.
- (b) Landscape plants shall be installed and maintained along the entire front of the Residence and landscape plants shall be installed along the sides of the Residence to the intersection of the side fencing, or the rear of the Residence, if there is no side yard fence.
- (c) Unless there are native trees meeting the following specifications, a minimum of two (2) trees, at least three (3) inch caliper at the time of installation, shall be installed in the front yard of Village I Lots and Village II Lots. The trees shall be Live Oak, Red Oak, Bradford Pear or Cedar Elm. The same specification shall apply to each Village III Lot Residence, except the minimum installed tree shall be six (6) inch caliper.

The Owner of a Village I, II or III Lot shall sod grass turf, landscape and install an underground irrigation system in the unpaved right-of-way of between such Owner's Lot line and the street curb. The irrigation system and landscaping shall be constructed according to the following provisions:

- (a) Irrigation - Each Lot shall include an underground irrigation system (in the manner required by the Committee) providing irrigation throughout all of the unpaved area of the Lot visible from the street and all unpaved public right-of-way between the Lot line and the pavement curb of all Lots.
- (b) Landscaping - Grass shall be installed and maintained on all of the yard of each such Lot visible from the street and on all of the unpaved public right-of-way between the Lot line and the pavement curb of all streets. On all Lots, along the entirety of the side of any fence facing Lake Forest Drive, Fernspring Drive and Collingwood Drive on any such Lot, Yaupon trees, a minimum of five (5) foot tall, shall be installed and maintained ten (10) feet on centers between the Lot property line and the sidewalk, on the street side of the fence.

All irrigation and landscaping required under this Section 4.13 shall be installed by a builder at the time of and in conjunction with the construction of a Residence on a Lot, and shall thereafter be maintained by the Owner of the Lot.

Section 4.13a. Native Tree Preservation. No Lot trophy tree, defined as a native live oak, cedar, elm, or pecan greater than eight caliper inches three feet above the ground will be removed or damaged without the prior review and approval of Declarant, or after Declarant rights end, the Committee.

Section 4.14 Sidewalks. Any Owner, when building a Residence on the Lot, shall build sidewalks along the fronts and sides of Lots abutting streets, which sidewalks shall conform to the City, FHA and VA specifications and regulations. Sidewalks constructed on residential streets shall be immediately adjacent to the street back of curb and shall be five (5) feet in width, and sidewalks constructed on major thoroughfares and collector streets shall be constructed with a parkway between the sidewalk and the street back of curb shall be four (4) feet in width. Sidewalks shall be constructed to minimize the construction impact with trees located in the street right of way and Lot.

**Section 4.15 Mailboxes.** Mailboxes shall be constructed of a material and design approved in writing by the Committee prior to their installation, and shall be in conformity with the requirements of the City and the United States Post Office. Mailboxes may be built in enclosures containing multiple mailboxes, and in such event the Owners of the Lots with mailboxes in such enclosure shall be responsible, equally, for maintaining such enclosure in good condition and repair. If such Owners fail to do so, the Declarant and the Association shall each have the right, but not the obligation, to make any repairs, the cost of which shall be reimbursed to Declarant or the Association, as the case may be, by such Owners, equally, promptly upon receipt of an invoice therefor. The amount to be reimbursed, if not paid within 10 days after the date of such invoice, shall bear interest from the date of the invoice until paid at the maximum legal rate of interest that can be contracted for under the laws of the State of Texas.

**Section 4.16 Roofs.** All roofs on any Residence constructed on a Village I Lot or Village II Lot shall have no less than a 7'12" roof slope, and all roofs on any Residence constructed on a Village III Lot shall have no less than a 8'12" roof slope. All roofs shall be constructed or covered with a 25-year composition Architectural Shingle or Ceramic Tile with the approximate color of weathered wood coloration.

**Section 4.17 Chimney Construction.** Any chimney constructed on a Lot must comply with the following requirements:

- (a) Front or Rear of Roof Pitch- any chimney which is constructed to extend upward from any portion of the interior portion of the roof of the Residence in the front or the rear of the roof pitch shall be constructed of Masonry; provided, however, on a Village I Lot or Village II Lot, the side of the chimney which faces the roof may be constructed of Hardie board in lieu of Masonry.
- (b) Perimeter of Residence- any chimney which is constructed on any perimeter of a Residence shall be constructed with Masonry on all four (4) sides of the chimney

Notwithstanding the previous provisions, with respect to any chimney constructed on any Residence on any Village III Lot, the chimney construction shall consist of Masonry on all four (4) sides.

**Section 4.18 Retaining Walls.** Prior to occupancy of any Residence, the Owner shall install the appropriate retaining walls on a Lot, based on the sole and exclusive request of the homebuilder. Any required retaining wall shall be installed using Masonry as the building material.

**Section 4.19 Construction Timing.** Construction of a residential dwelling shall begin no later than eighteen (18) months after ownership of the Lot has been legally conveyed by Declarant, unless the Committee determines that an extension of time should be granted and issues a written statement to the Lot Owner specifically permitting the extension.

**Section 4.20 Future Extension of Forest Creek Drive, Lake Forest Drive, Collingwood Drive and Fernspring Drive.** Forest Creek Drive, Lake Forest Drive, Collingwood Drive and Fernspring Drive, and the associated alleys, at the sole discretion of the Declarant, may be extended with a Final Plat in the future. If these streets are extended, such area shall be annexed and developed under this same Lake Forest Declaration. The additional and annexed areas shall consist of additional Village I, Village II or Village Lots for Residences, as approved by the Declarant.

**Section 4.21 Residence Height Restrictions.** No Residence shall be constructed which is greater than two (2) stories in height, except the following Lots shall have Residences constructed no greater than one (1) story in height:

Village I Lots- Block F, Lots 14, 15, 16, 27, 28, 29, 40, 41, 52 and 53.

**Section 4.22 Concrete Foundation Restrictions.** Concrete foundation exposure shall be no greater on any Residence elevation than the restrictions reflected in the following chart:

Village	Maximum concrete foundation exposure in inches			
	Front	Side Front	Rear Side	Rear
Village I Lot	18 inches	18 inches	48 inches	48 inches
Village II Lot	18 inches	18 inches	48 inches	48 inches
Village III Lot	18 inches	18 inches	18 inches	18 inches

**Section 4.23 Auction sales prohibited.** Except for foreclosure sales held by a lienholder in conjunction with foreclosing on a deed of trust or other lien right, no Lot may be sold by public auction process. For the purposes of this Section, "public auction process" is considered to be the sale of property by competitive bid.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

**Section 5.1 Authority.** Except as specifically provided for homebuilders in Section 5.3 below, no landscaping shall be undertaken, and no building, fence, wall, basketball goal pole or other structure shall be commenced, erected, placed, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee as to:

- (a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, acceptability of floor plan, and proper facing of main elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots; and
- (c) the other standards set forth within this Declaration (and any amendments thereto).

Except as specifically provided below for homebuilders, the Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owners or the general value of Lots. In considering the harmony of external design between existing structures and the proposed building to be erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

No exterior or interior addition or alteration shall be made to any Residence which involves removal, addition, or alteration of load-bearing or non-load-bearing walls without the prior written consent of the Committee. Plans for all such work shall be submitted to the Committee in compliance with this Section 5.1. All removals, additions, and alterations must, comply with all applicable governmental regulations, including building code and fire code regulations.



Section 5.2 Procedure for Approval. A complete copy of the final plans and specifications shall be submitted in duplicate by direct delivery or by certified mail to the Committee. Such plans and specifications must be submitted at least 15 days prior to the proposed landscaping or construction of improvements. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements including, but not limited to, elevations and floor plans on each house intended to be built, square footage, roof pitch and percentage of brick or other material to be used as siding. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration. Samples of proposed construction materials shall be delivered promptly to the Committee upon request.

At such time as the plans and specifications meet the approval of the Committee, the Committee shall send written authorization to proceed and will retain the plans and specifications. If disapproved by the Committee, the plans and specifications shall be returned marked "Disapproved" and shall be accompanied by a statement of the reasons for disapproval, which statement shall be signed by a representative of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans.

If the Committee fails to approve or disapprove the plans and specifications submitted in accordance with Article V within 30 days after the date of the Committee's receipt of such plans, or for plans and specifications for the construction of a Residence, within 60 days after the date of the Committee's receipt, the plans shall be deemed disapproved. Person submitting plans and specifications are strongly encouraged to obtain written confirmation of the Committee's receipt of such plans and specifications. The Committee shall act with good faith and due diligence in attempting to review and either approve or disapprove all submitted plans and specifications to the extent reasonably possible within the above-described time periods. The Committee has the sole discretion and authority to approve and disapprove submitted plans and specifications, subject to review by the full board upon petition by the ACC committee or homeowner.

In the case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt or by a signed delivery receipt. In the event a majority of the Committee cannot reach an agreement on any matter submitted for approval, the Committee shall consult about such matter with the builder who, at such time, owns more Lots in the Property (including Lots subject to a contract with Declarant) than any other builder. The decision of such builder regarding the disputed matter shall be binding on the Committee.

Section 5.3 Special Procedure for Homebuilders. Once the Committee has approved a set of final plans and specifications (including, but not limited to, exterior colors) submitted by a homebuilder for a Residence to be constructed on a Lot, that homebuilder may use such plans and specifications for other Residences it will construct on the Property provided that the homebuilder shall follow the front elevation, floor plan, and the material color restrictions described in the attached Exhibit C. The term "homebuilder" shall mean a person or entity regularly engaged in the on-going business of constructing single-family homes for sale to owner-occupants.

On any Village I Lot and Village II Lot, no stone pattern may be repeated immediately next door to the same stone pattern.

Notwithstanding the provisions of this Section 5.3, any Residence built on a Village III Lot shall meet the following restrictions:

- (a) No Residence front elevation shall be repeated on any Residence built on a Village III Lot.
- (b) No Residence floor plan shall be repeated on a Residence built on a Village III Lot in the same cul de sac. A Residence floor plan may be materially modified, but not repeated on the same cul de sac.
- (c) Any Residence floor plan constructed on a Village III Lot fronting on Collingwood Drive shall be separated by five (5) Residences with different floor plans.

Section 5.4 Standards. The Committee shall use its good faith efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Committee from time to time may publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 5.5 Liability of the Committee. The members of the Committee shall have no liability for decisions made by the Committee and the Committee shall have no liability for its decisions so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans and specifications or the site plan submitted shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other matters.

Section 5.6 Appointment of Committee. The Declarant shall have the right, from time to time, to replace and appoint the member(s) of the Committee. The Association shall maintain in its records a current roster of the members of the Committee.

Section 5.7. Required Approval Process for Owners and Builders. The Committee shall have the responsibility and the authority to review and approve a specific homebuilder selected by an Owner to build a Residence on the Owner's Lot. In addition to other requirements noted herein, the Owner shall be required to provide the following documentation to the Committee for review and approval or disapproval prior to any construction on a Lot:

1. Name and ownership of the builder
2. Specific locations where builder is building homes in the Austin area
3. Price range of new homes built by builder in the Austin area
4. History of the builder in the Austin area (length of time in business; previous building businesses, etc.)
5. Specific addresses of residences similar to requested Lake Forest Residence

The Committee shall consider the required documentation, as well as any additional documentation and information Owners choose to submit, in the review and approval and/or disapproval of the builder. The Committee shall have the responsibility and authority to approve or reject the requested builder, based on the sole discretion of the Committee. The Committee may in its discretion maintain a list of pre-approved builders. If the proposed builder is on the list of pre-approved builders, the requisites of Section 5.7 may be met by the Owner's written notice to the Committee of the name of the builder, and the Committee's subsequent written confirmation to the Owner that the builder is pre-approved. The Owner must obtain either (1) such pre-approval notice

from the Committee or (2) the Committee's written approval of the builder before the Committee will review proposed construction plans.

**Section 5.8**     Drainage Issues/ Required Approval Process for Residence to be Built by New Builder: If the Committee approves the builder, the Committee has the responsibility and authority to review and approve or disapprove the documentation required by Article V for the Residence to be constructed by the builder on the Lot. Such documentation must be submitted to the Committee and the Committee's written approval must be received prior to any construction commencement. In addition to documentation required by Section 5.2 and other sections herein, submittal Residence documentation must include, but is not limited to :

- (a) Plot plan of the specific Lot and Residence
- (b) Complete set of Residence construction plans
- (c) Complete set of all four (4) Residence outside elevations
- (d) Complete Residence Specifications List for all external and internal finish materials, including trim, cabinets, hardware, plumbing fixtures, kitchen appliances, windows, doors, floors, molding, garage doors, roof materials, exterior materials, wallpaper, paint, air conditioned living area, landscape plan, fence plan
- (e) Drainage plan and irrigation plan
- (f) Other documentation reasonably requested by the Committee

## **ARTICLE VI**

### **HOA LOTS**

**Section 6.1**     Property Rights. Every Owner shall have a right and easement of enjoyment in and to the HOA Lots (including the improvements situated thereon, if any), which shall be appurtenant to and shall pass with title of any portion of the Property, subject to the following provisions:

(a)     The association shall have the right to prescribe rules and regulations from time to time governing and restricting the use of the Property.

(b)     The Association shall have the right to suspend the voting rights and right to use of the HOA Lots of an Owner for any period during which any Assessment or initiation fee against the Owner's Lot remains unpaid and for a reasonable period in response to any infraction of the Association's rules and regulations; and

(c)     The Association shall have the right to take such steps as are reasonably necessary to protect the HOA Lots from foreclosure or forfeiture.

**Section 6.2**     Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to the Owner's tenants, invitees and guests and to succeeding Owners and their tenants, invitees and guests.

**Section 6.3**     Title to HOA Lots. Declarant may retain the legal title to the HOA Lots until such time as in the sole discretion of Declarant the Association is able to maintain the same, at which time the Declarant will convey title to the HOA Lots to the Association. Until title to the HOA Lots has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such HOA Lots granted to the Association in this Declaration, other than the levying and collection of Assessments, which only the Association may do.

**Section 6.4 Maintenance of HOA Lots Included in Annual Assessment.** The Association shall provide maintenance, replacement, repair and care for the HOA Lots, including landscaping and plants thereon. By way of illustration, such improvements may include, but not necessarily be limited to, fences, walls, lighting and other facilities considered necessary for the overall illumination or security of the Property. The maintenance provided for in this Section shall be considered as services due each Member in consideration of the Assessments levied against the Member's Lot. However, in the event that the need for any such maintenance, replacement or repair performed by the Association, in the judgment of the Board, is caused through the willful or negligent act of the Member or the Member's family, guests, or invitees, the cost of such maintenance, replacement or repair shall become a Special Assessment to which the Member's Lot is subject.

**Section 6.5 Lake Forest I, Block E, Lot 31 Community Facility.** Block E, Lot 31 of the Phase I Property shall be developed as a community facility for the benefit of the Members of the Association. Included in this HOA Lot shall be a Junior Olympic Pool and Cabana and other community facilities to be owned, maintained and used by the Association for the benefit of the Members. At the sole discretion of the Declarant, additional community facilities shall be installed on the subject HOA Lot, and/or other Phase II and III Property HOA Lots.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

**Section 7.1 Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Final Plat. Easements are reserved across all Lots as necessary for the installation, operation, maintenance and ownership of utilities, both surface and underground, service lines, storm drainage lines or retaining walls from the property lines to the Residences. By acceptance of a deed or other instrument of conveyance to a Lot, the Owner of the Lot agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot.

**Section 7.2 Recorded Final Plat.** All dedications, limitations, restrictions and reservations shown on the Final Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant conveying Lots, whether specifically referred to therein or not.

**Section 7.3 Lot Landscape and Maintenance.** The Owner of each Lot, at the time of the construction of the Residence thereon, shall establish and maintain fully sodded grass on all yards visible from the street, including, but not limited to, the unpaved area, if any, between the Lot and the curb of any street adjacent to such Lot. The above landscaping shall be installed by a builder at the time of and in conjunction with the construction of a Residence on a Lot. The Owner shall maintain the yards in a sanitary and attractive manner and shall edge the sidewalk edges and street curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner.

Maintenance obligations for fences constructed in relation to a retaining wall are set forth in Section 4.11. Otherwise, the Owner of each Lot on which a fence is required to be constructed under this Declaration shall maintain such fence in good order and repair and shall replace such fence upon its deterioration in accordance with the construction requirements of this Declaration. No vegetables shall be grown in any yard that faces a street. No Owner shall permit weeds or grass to grow to a height of greater than six (6) inches upon his property.

Upon the failure of any Owner to maintain any Lot or any fence or retaining wall thereon, Declarant and the Association each has the right, at its option, to have the grass, weeds and

vegetation cut or the fence or retaining wall repaired or replaced as often as necessary in its sole judgment without the joinder of the other, and the Owner of such property shall be obligated, when presented with an itemized statement or notice of Special Assessment, to reimburse Declarant or pay a Special Assessment to the Association, as the case may be, for the cost of such work. The amount to be paid, if not paid within thirty days after the date the statement or notice of Special Assessment is presented to the Owner, shall bear interest from such date of presentation until paid at the rate of eighteen percent (18%) per annum, but in no event in excess of the maximum rate permitted by applicable law. Any Special Assessment owing to the Association for such work shall be secured by a lien on such Owner's Lot as provided in Section 3.7 of this Declaration. Easements are reserved across all Lots in favor of Declarant and the Association to permit them to exercise their rights provided under this Section 7.3.

Section 7.4 Maintenance of Improvements. Each Lot Owner (a) shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair; (b) shall replace worn and rotten parts; (c) shall regularly repaint all painted surfaces; and (d) shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.

Section 7.5 Mortgages. It is expressly provided that the breach of any of the foregoing provisions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said provisions shall be binding as to Lots acquired by foreclosure, trustee's sale or otherwise, but only as to any breach occurring after such acquisition of title.

Section 7.6 Term. This Declaration and the covenants and restrictions contained herein shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after the date of this Declaration. Thereafter, this Declaration and the covenants and restrictions contained herein shall be extended automatically for successive periods of ten (10) years unless amended as provided herein. This Declaration may be terminated only by an amendment effected under paragraph (b) of Section 7.12, which expressly provides for such termination.

Section 7.7 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 7.8 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the Owner of any land except land in the Property other than as specifically provided herein. This instrument, when executed, shall be filed of record in the appropriate records of Williamson County so that each and every Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 7.9 Enforcement. Declarant, the Association, the City of Round Rock and the Owner of any Lot on the Property shall have the right to have each and all of the foregoing covenants, conditions and restrictions herein faithfully carried out and performed with reference to each and every Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof. It is the intention hereby to attach to each Lot, without reference to when it was sold, the right to have such covenants, conditions and restrictions strictly complied with, such right to exist with the Owner of each Lot and to apply to all other Lots whether owned by the Declarant, its successors and assigns, or others. Failure by any Owner,

Declarant or, the Association, the City of Round Rock to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.10 Other Authorities. If other authorities, such as the City or Williamson County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 7.11 Addresses. Any notices or correspondence to an Owner of a Lot shall be addressed to the street address of the Lot. Any notice or plan submission to the Committee shall be made to the address set forth below. The Committee may change its address for notice and plan submission by recording in the Real Property Records of Williamson County a notice of change of address.

Section 7.12 Amendment. This Declaration may be amended only as follows:

(a) Until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof, the Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

(b) At any time, the Owners of the legal title to 75% of the Lots (as shown by the Williamson County Real Property Records) may amend the covenants, conditions and restrictions set forth herein by signing, acknowledging and recording an instrument containing such amendment(s), except that until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof, no such amendment shall be valid or effective without the joinder of Declarant.

Section 7.13 Annexation. Additional single-family residential property, being all or a portion of the Phase II Property, and the Phase III Property, and which are platted as Lots, and additional HOA Lots properly constituting a portion of the Phase II Property and the Phase III Property, shall be annexed to the property covered by this Declaration by Declarant without the approval or consent of the Association or its Members at any time prior to the date the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof. Any such annexation shall specifically describe and identify which portions of the annexed property are Lots and which portions are Common Areas. Any annexation to this Declaration other than by Declarant shall comply with the requirements to amend this Declaration as set forth in Section 7.12 hereof. Any annexation authorized by this Section shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the annexed property which shall extend the provisions of this Declaration to such property, provided that such Supplementary Declaration may include additional provisions or amend the provisions of this Declaration as necessary or appropriate to extend the general plan and scheme of development as evidenced by this Declaration to the annexed property.

Section 7.14 Rights of Declarant. All rights and authority granted to "Declarant" hereunder shall continue until the earlier to occur of (a) March 1, 2025, or (b) the date Declarant and its assigns no longer own any portion of the Phase I Property, Phase II Property or Phase III Property. On such earlier date, all rights and authority granted to "Declarant" hereunder shall vest in, and thereafter be exercised by, the Association, except for rights and authority, which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all of its rights and authority as "Declarant" hereunder to any person or entity by written instrument of assignment duly recorded in the Real Property Records of Williamson County, Texas, a copy of which shall be

delivered to the Board. Conveyance of a property interest by Declarant alone shall not constitute an assignment of Declarant's rights and authority as "Declarant" hereunder.

Section 7.15 No Warranty of Enforceability. While the Declarant has no reason to believe any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Property in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant, the Association and the Committee harmless therefrom. The Declarant, the Association and the Committee shall not be responsible for the acts or omissions of any individual, entity or other Owners.

Section 7.16 Right of Enforcement. The failure of Declarant or the Association to enforce any provision of this Declaration shall in no event subject Declarant or the Association to any claims, liability, costs or expense; it being the express intent of this Declaration to provide Declarant and the Association with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Lot(s) in the Subdivision.

Section 7.17 Universal Easements. The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed two (2) feet in width over all adjoining Lots and HOA Lots for the purpose of accommodating any encroachment or protrusion due to engineering errors, errors in original construction, surveying, settlement or shifting of any building, or any other cause. There shall be easements for the maintenance of said encroachment, protrusion, settling or shifting; however, in no event shall an easement for encroachment or protrusion be created in favor of an Owner or Owners of said encroachment or protrusion occurring due to willful misconduct of Owner or Owners.

In addition, the Owner of each Lot is hereby granted an easement for minor encroachments, not to exceed three (3) feet in width by overhanging roofs and eaves as originally constructed over each adjoining Lot and/or the HOA Lots and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to each affected Lot and shall pass with each conveyance of said Lot.

EXECUTED on the 25<sup>th</sup> day of January 20015

BON TERRE-B, LTD., a Texas limited  
partnership

By: WJH Corporation, a Texas corporation,  
its general partner

Address of Declarant:  
1445 Ross Avenue  
Suite 5400  
Dallas, Texas 75202-2785

By: [Signature]  
Walter J. Humann  
President

Address of the Committee:  
3816 Bryn Mawr  
Dallas, Texas 75225

DEVELOPER

By: [Signature]  
Joel H. Robuck, President  
Berkshire, Inc.

With Copy to:

Joel H. Robuck  
3816 Bryn Mawr  
Dallas, Texas 75225

Address of the Association:  
1445 Ross Avenue  
Suite 5400  
Dallas, Texas 75202-2785

THE STATE OF TEXAS §

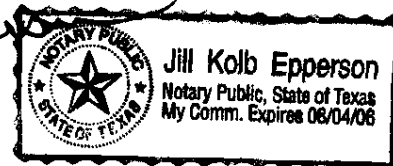
COUNTY OF DALLAS §

§ This instrument was acknowledged before me this 25<sup>th</sup> day of January, 20015 by Walter J. Humann, President of WJH Corporation, a Texas corporation, on behalf of such corporation in its capacity as general partner of Bon Terre-B, Ltd., a Texas limited partnership.

Notary Public in and for the State of Texas

My Commission Expires:

[Signature]  
Print Name of Notary:



THE STATE OF TEXAS §

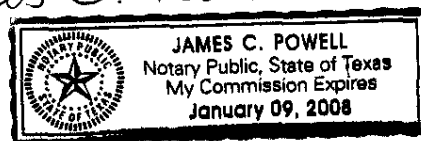
COUNTY OF DALLAS §

2005 This instrument was acknowledged before me this 4 day of FEBRUARY, 2004 by Joel H. Robuck in the above-stated capacity.

Notary Public in and for the State of Texas

[Signature]  
James C. Powell

Lake Forest Amended and Restated Declaration, 20015





My Commission Expires:

Print Name of Notary:

FileServer: CLIENTS:Lake Forest:AmendRestatDec111-04.doc

112.30 Acre Tract  
Lake Forest Sec. One

Exhibit A  
Lake Forest I  
The Property

Corrected 4-12-00  
FN99-052 (A.Y.)  
April 12, 2000  
C&B Project No. 99-5091-010

All that certain tract or parcel of land situated in the Joseph Marshall Survey, A-409, in Williamson County, Texas, being a part of a 315.43 acre tract of land conveyed to J. Lawrence Berkman by deed recorded in Volume 465, Page 308 of the Deed Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found in an angle point of a boundary line agreement recorded in Volume 2453, Page 437 of the said Deed Records for an angle point of this tract

THENCE S 02°36'12" E with the said boundary line agreement 761.32 feet to an iron pin found in the Southwest corner of a 14.595 acre tract of land conveyed to Parker-Kerby Ltd. By deed recorded as Document #9737666 and the Northwest corner of Lot 11 in Highland Terrace, an unrecorded subdivision, for an iron rod set;

THENCE S 87°23'48" W 160.00 feet to an iron rod set;

THENCE N 57°17'32" W 61.27 feet to an iron rod set;

THENCE S 87°54'43" W 242.53 feet to an iron rod set;

THENCE N 78°05'29" W 430.37 feet to an iron rod set;

THENCE N 54°07'38" W 61.11 feet to an iron rod set;

THENCE S 35°52'22" W 248.86 feet to the beginning of a curve to the left said curve having a radius of 270.00 feet and a central angle of 16°06'31".

THENCE with the arc of the said curve 75.91 feet, the chord of which bears S 27°49'07" W 75.66 feet to the point of tangency of the said curve.

THENCE S 65°53'18" E 116.62 feet to an iron rod set;

THENCE S 78°05'29" E 481.85 feet to an iron rod set;

THENCE S 85°17'54" E 113.54 feet to an iron rod set;

THENCE N 87°29'41" E 427.43 feet to an iron rod set on the East line of the above mentioned 315.43 acre tract and the West line of Lot 9 of the above mentioned Highland Terrace for an iron rod set;

THENCE S 02°43'20" E with the West line of the said Highland Terrace and the East line of the said 315.43 acre tract 487.78 feet to an iron pin found in the Northwest corner of the Lot 5 of Highland Terrace for an iron rod set;

THENCE S 02°31'25" E 503.72 feet to an iron pin found in the Northwest corner of Lot 1 of Highland Terrace for an angle point of this tract

THENCE S 02°28'10" E with the West line of the said Highland Terrace and the East line of the said 315.43 acre tract, 208.50 feet to an iron rod set at the Southeast corner of this tract.

THENCE S 87°29'41" W 528.87 feet to an iron rod set;

THENCE N 87°56'33" W 159.13 feet to an iron rod set;

THENCE N 78°05'29" W 579.66 feet to an iron rod set;

THENCE S 11°54'31" W, 95.00' to an iron rod set at the beginning of a curve to the right, said curve having a radius of 25.00 feet and a central angle of 90°00'00".

THENCE with the arc of the said curve 39.27 feet the chord of which bears S 56°54'31" W 35.36 feet to an iron rod set at the point of tangency of the said curve.

THENCE N 78°05'29" W 90.20 feet to an iron rod set at the beginning of a curve to the left, said curve having a radius of 1030.00 feet and a central angle of 05°26'36".

THENCE with the arc of the said curve 97.85 feet, the long chord of which bears N 80°48'47" W 97.82 feet to an iron rod set at the point of tangency of the said curve and the Southwest corner of this tract.

THENCE N 17°40'19" E 140.00 feet to an iron rod set;

THENCE N 32°58'44" E 155.30 feet to an iron rod set;

THENCE N 18°22'49" W 450.32 feet to an iron rod set;

THENCE N 02°30'15" W 519.15 feet to an iron rod set;

THENCE N 17°58'02" W 144.64 feet to an iron rod set;

THENCE N 03°25'08" W 40.00 feet to an iron rod set;

THENCE N 49°28'22" W 242.61 feet to an iron rod set at the beginning of a curve to the left said curve having a radius of 290.00 feet and a central angle of 44°56'27".

THENCE with the arc of the said curve 227.47 feet the chord of which bears N 19°15'30" E 221.68 feet to an iron rod set at the point of tangency of the said curve.

THENCE N 03°12'43" W 129.61 feet to an iron rod set;

THENCE N 86°47'17" E 149.75 feet to an iron rod set;

THENCE N 03°12'43" W 570.61 feet to an iron rod set;

THENCE N 65°12'40" W 186.59 feet to an iron rod set;

THENCE N 07°19'25" W 100.00 feet to an iron rod set;

THENCE N 64°25'35" E 230.22 feet to an iron rod set at the beginning of a curve to the right said curve having a radius of 796.00 feet and a central angle of 06°37'55".

THENCE with the arc of the said curve 92.14 feet the chord of which bears N 67°44'32" E 92.09 feet to an iron rod set at the point of tangency of the said curve.

THENCE N 18°56'30" W 100.00 feet to an iron rod set at the beginning of a curve to the left, said curve having a radius of 896.00 feet and a central angle of 06°37'55".

THENCE with the arc of the said curve 103.71 feet the chord of which bears S 67°44'32" W 103.65 feet to an iron rod set at the point of tangency of the said curve.

THENCE S 64°25'35" W 197.24 feet to an iron rod set;

THENCE N 07°19'25" W 253.40 feet to an iron rod set at the beginning of a curve to the left, said curve having a radius of 155.00 feet and a central angle of 64°15'33".

THENCE with the arc of the said curve 173.84 feet the chord of which bears S 87°02'36" W 164.87 feet to an iron rod set at the point of tangency of the said curve and the beginning of a curve to the right, said curve having a radius of 140.50 feet and a central angle of 73°36'39".

THENCE with the arc of the said curve 180.51 feet the chord of which bears N 88°16'51" W 168.35 feet to an iron rod set at the point of tangency of the said curve

THENCE N 51°28'32" W 178.07 feet to an iron rod set at the beginning of a curve to the right, said curve having a radius of 102.00 feet and a central angle of 59°56'02".

THENCE with the arc of the said curve 106.70 feet the chord of which bears N 21°30'30" W 101.90 feet to an iron rod set at the point of tangency of the said curve.

THENCE N 08°27'31" E 118.58 feet to an iron rod set;

THENCE N 49°14'59" W 114.53 feet to an iron rod set;

THENCE N 11°39'08" E 101.31 feet to an iron rod set at the beginning of a curve to the right said curve having a radius of 222.12 feet and a central angle of 21°56'26".

THENCE with the arc of the said curve 85.06 feet the chord of which bears S 63°47'53" E 84.54 feet to an iron rod set at the point of tangency of the said curve.

THENCE N 34°10'34" E 151.51 feet to an iron rod set;

THENCE N 59°00'58" E 64.87 feet to an iron rod set;

THENCE N 39°09'54" E 95.52 feet to an iron rod set;

THENCE N 49°29'50" E 543.37 feet to an iron rod set on the East line of the above mentioned 317.966 acre tract and the above mentioned boundary line agreement for the North corner of this tract.

THENCE S 40°30'10" E 2415.86 feet to the POINT OF BEGINNING, containing 112.30 acres of land, more or less.

112.30 Acre Tract  
Lake Forest Sec. One

FN99-052 (A.Y.)  
April 12, 2000  
C&B Project No. 99-5091-010

THE STATE OF TEXAS

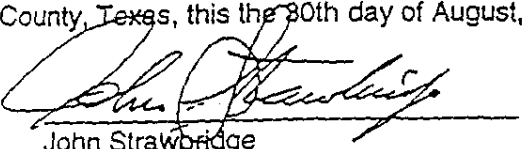
KNOW ALL MEN BY THESE PRESENTS:

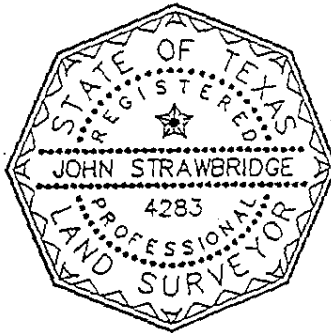
COUNTY OF TRAVIS

That I, John Strawbridge, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein is based upon a survey performed under my direction and supervision during August, 1999.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 30th day of August, 1999 A.D.

Carter & Burgess, Inc.  
901 South Mopac Blvd., Suite 200  
Austin, Texas 78746

  
John Strawbridge  
Registered Professional Land Surveyor  
No. 4283 - State of Texas



All that certain tract or parcel of land consisting of two tracts (Tract 1), and (Tract 2), situated in the Jos. Marshall Survey, A-409, the Sam'l Jenkins Survey, A-347, and the P.A. Holder Survey, A-297 in Williamson County, Texas, being a part of a 182.74 acre tract (Tract Two) of land conveyed to Bon Terre-B, Ltd. by deed recorded in Doc. # 199961932 of the Deed Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

TRACT 1

BEGINNING at an iron pin found on the north line of Gattis School Road (a varying width right-of-way), being the southeast corner of this tract,

THENCE with the said north line of Gattis School Road the following ten (10) courses:

1. N 87° 48' 18" W a distance of 194.33 feet to a fence post found for an angle point;
2. N 81° 19' 37" W a distance of 328.18 feet to a iron rod found for an angle point;
3. S 71° 02' 09" W a distance of 376.71 feet to a fence post found for an angle point;
4. S 75° 00' 58" W a distance of 211.95 feet to a fence post found for an angle point;
5. S 72° 55' 05" W a distance of 326.43 feet to a fence post found for an angle point;
6. S 85° 14' 21" W a distance of 100.27 feet to a fence post found for an angle point;
7. S 76° 34' 35" W a distance of 146.37 feet to a fence post found for an angle point;
8. S 67° 54' 28" W a distance of 100.02 feet to a fence post found for an angle point;
9. S 84° 10' 27" W a distance of 307.86 feet to a fence post found for an angle point;
10. S 87° 45' 42" W a distance of 272.94 feet to a iron rod found in the intersection of the East line of a 135.7504 acre tract of land conveyed to Jeff E. Rusk in Volume 2097, page 187 of the above mentioned Deed Records and the west line of the above mentioned 315.43 acre tract, for the southwest corner of this tract;

THENCE with the east line of the said 135.7504 acre tract, and the west line of the said 315.43 acre tract, N 03° 25' 08" W a distance of 397.81 feet to an iron rod set for an angle point,

THENCE leaving the said east line of the 135.7504 acre tract and crossing the said 315.43 acre tract, being the south, the east and the north boundary lines of a proposed 12.00 acre school site the following seven (7) courses:

1. N 86° 34' 52" E a distance of 681.28 feet to an iron rod set for an angle point,
2. N 10° 05' 58" W a distance of 505.14 feet to an iron rod set for an angle point;
3. N 08° 24' 33" W a distance of 354.00 feet to an iron rod set on the arc of a curve to the left,

4. a distance of 76.41 feet with the arc of said curve to the left whose central angle is  $04^{\circ} 30' 48''$ , with a radius of 970.00 feet and whose chord bears  $S 79^{\circ} 20' 03'' W$ , a distance of 76.39 feet to an iron rod set on the point of tangency,
5.  $S 77^{\circ} 04' 39'' W$  a distance of 109.44 feet to an iron rod set on the point of curvature of a curve to the right;
6. a distance of 170.85 feet with the arc of said curve to the right whose central angle is  $09^{\circ} 30' 13''$ , with a radius of 1030.00 feet and whose chord bears  $S 81^{\circ} 49' 45'' W$ , a distance of 170.65 feet to an iron rod set on the point of tangency,
7.  $S 86^{\circ} 34' 52'' W$  a distance of 237.94 feet to an iron rod set for an angle point on the east line of the said 135.7504 acre tract, the west line of the said 315.43 acre tract,

THENCE with the east line of the said 135.7504 acre tract, the east line of a 60.8766 acre tract conveyed to Jeff E. Rusk in Volume 2064, page 380 of the above mentioned Deed Records, the east line of a 193.12 acre tract conveyed to Jeff E. Rusk in volume 2064, page 370 of the said Deed Records, and the west line of the said 315.43 acre tract, the following twelve (12) courses:

1.  $N 03^{\circ} 25' 08'' W$  a distance of 169.61 feet to an iron rod found for an angle point,
2.  $N 03^{\circ} 21' 36'' W$  a distance of 918.54 feet to an iron rod found for an angle point;
3.  $N 03^{\circ} 23' 15'' W$  a distance of 633.25 feet to an iron rod found for an angle point;
4.  $N 03^{\circ} 11' 59'' W$  a distance of 1426.33 feet to a pinched pipe found for an angle point;
5.  $S 88^{\circ} 07' 49'' W$  a distance of 208.11 feet to an iron rod found for an angle point;
6.  $N 03^{\circ} 22' 08'' W$  a distance of 630.68 feet to an iron rod found for an angle point;
7.  $N 02^{\circ} 21' 41'' W$  a distance of 433.47 feet to an iron rod found for an angle point;
8.  $N 02^{\circ} 21' 15'' W$  a distance of 614.05 feet to an iron rod found for an angle point;
9.  $N 04^{\circ} 16' 32'' W$  a distance of 319.49 feet to a fence post found for an angle point;
10.  $N 85^{\circ} 33' 27'' W$  a distance of 431.02 feet to an iron rod found for an angle point;
11.  $N 03^{\circ} 58' 06'' W$  a distance of 900.15 feet to an iron rod found for an angle point;
12.  $N 14^{\circ} 24' 13'' W$  a distance of 255.85 feet to a point in the center of Brushy Creek for the northeast corner of the said 193.12 acre tract and the northwest corner of the said 315.43 acre tract for the northwest corner of this tract;

THENCE along the approximate centerline of Brushy Creek for the following eight (8) courses:

1.  $N 18^{\circ} 58' 41'' E$  a distance of 166.28 feet to a calculated point;
2.  $N 68^{\circ} 01' 37'' E$  a distance of 179.57 feet to a calculated point;

3. N 52° 15' 53" E a distance of 272.70 feet to a calculated point;
4. N 08° 39' 35" E a distance of 243.91 feet to a calculated point;
5. N 05° 25' 56" W a distance of 372.25 feet to a calculated point;
6. N 83° 38' 40" E a distance of 185.27 feet to a calculated point;
7. N 03° 24' 58" W a distance of 137.34 feet to a calculated point;
8. N 14° 44' 16" E a distance of 42.06 feet to the northeast corner of the said 315.43 acre tract and the northwest corner of a 317.966 acre tract described in a boundary line agreement recorded in volume 2453, page 437 of the said Deed Records for the northeast corner of this tract;

THENCE with the said boundary line agreement for the following five (5) courses:

1. S 30° 20' 40" E a distance of 90.00 feet to an iron rod found;
2. S 00° 47' 21" W a distance of 501.06 feet to a 40D nail found;
3. S 01° 12' 13" W a distance of 396.14 feet to an iron rod found;
4. S 03° 04' 52" E a distance of 1197.00 feet to a pinched pipe found;
5. S 40° 30' 10" E a distance of 1530.00 feet to an iron rod set;

THENCE leaving the said boundary line agreement and crossing the said 315.43 acre tract the following thirty eight (38) courses:

1. S 49° 29' 50" W a distance of 543.37 feet to an iron rod set for an angle point;
2. S 39° 09' 54" W a distance of 95.52 feet to an iron rod set for an angle point;
3. S 59° 00' 58" W a distance of 64.87 feet to an iron rod set for an angle point;
4. S 34° 10' 34" W a distance of 151.51 feet to an iron rod set;
5. 85.06 feet with an arc of a curve to the left whose central angle is 21° 56' 26", with a radius of 222.12 feet and whose chord bears N 63° 47' 53" W, a distance of 84.54 feet to an iron rod set,
6. S 11° 39' 08" W a distance of 101.31 feet to an iron rod set for an angle point;
7. S 49° 14' 59" E a distance of 114.53 feet to an iron rod set for an angle point;
8. S 08° 27' 31" W a distance of 118.58 feet to an iron rod set for an angle point;
9. 106.70 feet with an arc of a curve to the left whose central angle is 59° 56' 02", with a radius of 102.00 feet and whose chord bears S 21° 30' 30" E, a distance of 101.90 feet to an iron rod set,



10. S 51° 28' 32" E a distance of 178.07 feet to an iron rod set for an angle point;
11. 180.51 feet with an arc of a curve to the left whose central angle is 73° 36' 39", with a radius of 140.50 feet and whose chord bears S 88° 16' 51" E, a distance of 168.35 feet to an iron rod set,
12. 173.84 feet with an arc of a curve to the right whose central angle is 64° 15' 33", with a radius of 155.00 feet and whose chord bears N 87° 02' 36" E a distance of 164.87 feet to an iron rod set,
13. S 07° 19' 25" E a distance of 253.40 feet to an iron rod set for an angle point;
14. N 64° 25' 35" E a distance of 197.24 feet to an iron rod set for an angle point;
15. 103.71 feet with an arc of a curve to the right whose central angle is 6° 37' 55", with a radius of 896.00 feet and whose chord bears N 67° 44' 32" E, a distance of 103.65 feet to an iron rod set,
16. S 18° 56' 30" E a distance of 100.00 feet to an iron rod set for an angle point;
17. 92.14 feet with an arc of a curve to the left whose central angle is 6° 37' 55", with a radius of 796.00 feet and whose chord bears S 67° 44' 32" W, a distance of 92.09 feet to an iron rod set,
18. S 64° 25' 35" W a distance of 230.22 feet to an iron rod set for an angle point;
19. S 07° 19' 25" E a distance of 100.00 feet to an iron rod set for an angle point;
20. S 65° 12' 40" E a distance of 186.59 feet to an iron rod set for an angle point;
21. S 03° 12' 43" E a distance of 570.61 feet to an iron rod set for an angle point;
22. S 86° 47' 17" W a distance of 149.75 feet to an iron rod set for an angle point;
23. S 03° 12' 43" E a distance of 129.61 feet to an iron rod set for an angle point;
24. 227.47 feet with an arc of a curve to the right whose central angle is 44° 56' 27", with a radius of 290.00 feet and whose chord bears S 19° 15' 30" W, a distance of 221.68 feet to an iron rod set,
25. S 49° 28' 22" E a distance of 242.61 feet to an iron rod set for an angle point;
26. S 03° 25' 08" E a distance of 40.00 feet to an iron rod set for an angle point;
27. S 17° 58' 02" E a distance of 144.64 feet to an iron rod set for an angle point;
28. S 02° 30' 15" E a distance of 519.15 feet to an iron rod set for an angle point;
29. S 18° 22' 49" E a distance of 450.32 feet to an iron rod set for an angle point;
30. S 32° 58' 44" W a distance of 155.30 feet to an iron rod set for an angle point;
31. S 17° 40' 19" W a distance of 140.00 feet to an iron rod set for an angle point;

32. 97.85 feet with an arc of a curve to the right whose central angle is  $5^{\circ} 26' 36''$ , with a radius of 1030.00 feet and whose chord bears  $S 80^{\circ} 48' 47'' E$ , a distance of 97.82 feet to an iron rod set,
  33.  $S 78^{\circ} 05' 29'' E$  a distance of 90.20 feet to an iron rod set for an angle point;
  34. 39.27 feet with an arc of a curve to the left whose central angle is  $90^{\circ} 00' 00''$ , with a radius of 25.00 feet and whose chord bears  $N 56^{\circ} 54' 31'' E$ , a distance of 35.36 feet to an iron rod set,
  35.  $N 11^{\circ} 54' 31'' E$  a distance of 95.00 feet to an iron rod set for an angle point;
  36.  $S 78^{\circ} 05' 29'' E$  a distance of 579.66 feet to an iron rod set for an angle point;
  37.  $S 87^{\circ} 56' 33'' E$  a distance of 159.13 feet to an iron rod set for an angle point;
  38.  $N 87^{\circ} 29' 41'' E$ , 528.87 feet to an iron rod set for an angle point on the west line of Lot 1 in Highland Terrace, an unrecorded subdivision, and the east line of the said 315.43 acre tract;
- THENCE with the said west line of Lot 1,  $S 02^{\circ} 28' 10'' E$  a distance of 46.10 feet to an iron rod found in the southwest corner of said lot 1 of Highland Terrace for an angle point of this tract;
- THENCE  $S 02^{\circ} 30' 19'' E$  a distance of 941.77 feet to the POINT OF BEGINNING and containing 163.66 acres of land more or less.

## TRACT 2

BEGINNING at an iron rod found in the southwest corner of a 14.595 acre tract of land conveyed to Parker-Kerby LTD. by deed recorded as Document No. 9737666 and the northwest corner of lot 11 in Highland Terrace, an unrecorded subdivision, being the east line of the said 315.43 acre tract, for the northeast corner of this tract;

THENCE  $S 02^{\circ} 43' 20'' E$  a distance of 264.94 feet to an iron rod set for an angle point, and the southeast corner of this tract;

THENCE leaving the said east line of the 315.43 acre tract and crossing said tract the following eleven (11) courses:

1.  $S 87^{\circ} 29' 41'' W$  a distance of 427.43 feet to an iron rod set for an angle point;
2.  $N 85^{\circ} 17' 54'' W$  a distance of 113.54 feet to an iron rod set for an angle point;
3.  $N 78^{\circ} 05' 29'' W$  a distance of 481.85 feet to an iron rod set for an angle point;
4.  $N 65^{\circ} 53' 18'' W$  a distance of 116.62 feet to an iron rod set for an angle point;
5. 75.91 feet with an arc of a curve to the right whose central angle is  $16^{\circ} 06' 31''$ , with a radius of 270.00 feet and whose chord bears  $N 27^{\circ} 49' 07'' E$ , a distance of 75.66 feet to an iron rod set,
6.  $N 35^{\circ} 52' 22'' E$  a distance of 248.86 feet to an iron rod set for an angle point;
7.  $S 54^{\circ} 07' 38'' E$  a distance of 61.11 feet to an iron rod set for an angle point;

170.74 Acre Tract  
Lake Forest Remainder

FN00-036 (JAY)  
April 25, 2000  
C&B Project No. 99-5091-010

8. S 78° 05' 29" E a distance of 430.37 feet to an iron rod set for an angle point;
9. N 87° 54' 43" E a distance of 242.53 feet to an iron rod set for an angle point;
10. S 57° 17' 32" E a distance of 61.27 feet to an iron rod set for an angle point;
11. N 87° 23' 48" E a distance of 160.00 feet to the POINT OF BEGINNING and containing 7.08 acres of land more or less.

THE STATE OF TEXAS

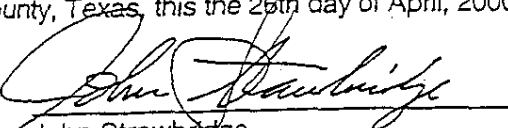
KNOW ALL MEN BY THESE PRESENTS:

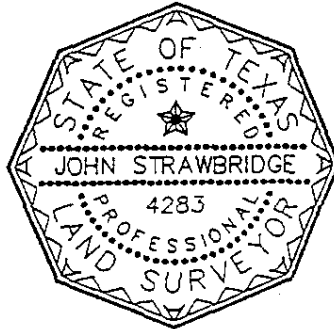
COUNTY OF TRAVIS

That I, John Strawbridge, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein is based upon a survey performed under my direction and supervision during August, 1999.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 26th day of April, 2000 A.D.

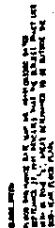
Carter & Burgess, Inc.  
901 South Mopac Blvd., Suite 200  
Austin, Texas 78746

  
John Strawbridge  
Registered Professional Land Surveyor  
No. 4283 - State of Texas





All or parts of the text on this page was not clearly legible for satisfactory recordation.



1. General Information  
 a. Name of the person: [redacted]  
 b. Date of birth: [redacted]  
 c. Place of birth: [redacted]  
 d. Current address: [redacted]  
 e. Telephone number: [redacted]  
 f. Occupation: [redacted]  
 g. Marital status: [redacted]  
 h. Education: [redacted]  
 i. Military service: [redacted]  
 j. Other: [redacted]

the 1970s, the 1980s, and the 1990s. The 1970s were characterized by a strong emphasis on the environment, with the passage of the Clean Air Act, the Clean Water Act, and the Endangered Species Act. The 1980s saw a shift towards economic growth and deregulation, with the passage of the Reagan Tax Cuts and the deregulation of the airline and trucking industries. The 1990s were marked by a focus on social issues, with the passage of the Americans with Disabilities Act and the Family and Medical Leave Act. The 2000s saw a renewed emphasis on the environment, with the passage of the Kyoto Protocol and the creation of the Environmental Protection Agency's Office of Global Change Science. The 2010s have been characterized by a focus on economic growth and technological innovation, with the passage of the Affordable Care Act and the creation of the National Infrastructure Administration. The 2020s have seen a renewed emphasis on social issues, with the passage of the Equality Act and the creation of the National Endowment for the Arts and the National Endowment for the Humanities.



JOHN WILLIAMS  
Executive Vice-President  
MCA (a) - 1140 N. W. 10th

[illegible]

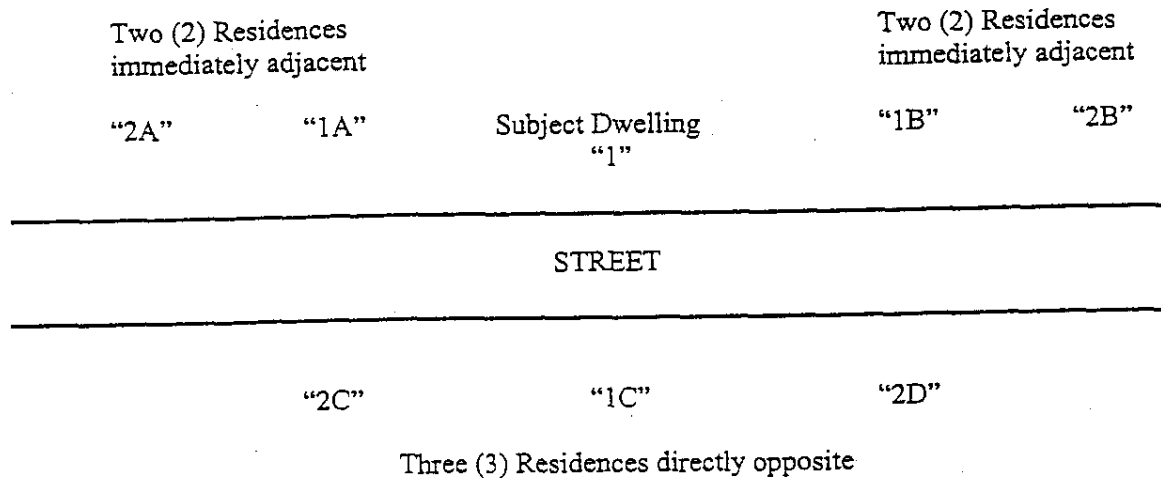
**BON TERRE-B, LTD.**  
DALLAS, TEXAS

**Carter-Burgess**  
**THE NEW YORKER**

103.68 ACRES & 7.08 ACRES IN THE JOS.  
MARSHALL SURVEY, ABST. 409, SAM'L JENKINS SURVEY  
ABST. 347, AND THE P.A. HOLDER SURVEY, ABST. 297  
IN WILLIAMSON COUNTY, TEXAS

133HS  
1 of 1

Exhibit C  
Lake Forest Deed Restrictions  
Village I Lots and Village II Lots  
Residence Variation Restrictions



Residences 1A, 1B, 1C, 2A, 2B, 2C and 2D must use different Residence floor plan, front elevation, Masonry color brick from Residence "1".

No adjacent Residences shall have the same installed stone pattern.

Return to:  
- Alliance Assoc. Mgmt  
① 600 Round Rock West Dr  
Ste 601  
Round Rock, TX  
78681

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
Nancy E. Rister  
07-06-2000 10:40 AM 2000043227  
MABRY \$89.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

**FILED AND RECORDED**

**OFFICIAL PUBLIC RECORDS 2005010217**

*Nancy E. Rister*

02/09/2005 01:13 PM

CARRILLO \$96.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS



State of Texas §

County of Williamson §

Lake Forest Community  
Round Rock, Texas  
Lake Forest I, II, and III

**First Amendment to Amended and Restated  
Declaration of Covenants, Conditions and Restrictions**

The Declaration of Covenants, Conditions, and Restrictions ("Declaration") of the Lake Forest community in Round Rock, Texas was adopted June 12, 2000 by Bon Terre-B, Ltd., a Texas limited partnership, and by Joel H. Robuck, President, Berkshire, Inc. This Declaration and all subsequent amendments were replaced and superseded by the Amended and Restated Declaration of Covenants, Conditions and Restrictions filed of record in document 2005010217 of the Official Public Records of Williamson County, Texas (together with all subsequent amendments, the "Declaration").

Article 7, Section 7.12 of the Declaration describes permissible methods for amending the Declaration, and the requisites for amendment have been met. Declarant, Bon Terre-B, Ltd., a Texas limited partnership, pursuant to its authority under Article 7, Section 7.12(a) of the Declaration, makes these amendments in furtherance of the general plan and scheme of development, and the language of this amendment shall control to the extent of any conflict with the original Declaration.

**Article I, Section 1.3, "Association," is hereby amended to read in its entirety as follows, and all references to the Association in the Declaration shall refer to the named entity in Section 1.3:**

Section 1.3 "Association" shall mean and refer to COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC., a Texas non-profit corporation, its successors and assigns.

Executed and effective this 15<sup>th</sup> day of August, 2005.

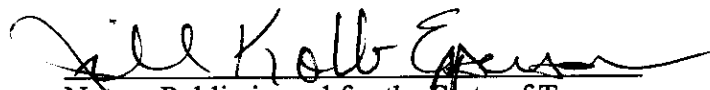
Bon Terre-B, Ltd., a Texas limited partnership

By: WJH Corporation, a Texas corporation,  
its general partner

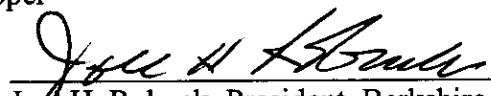
By:   
Walter J. Humann, President

State of Texas                   §  
   §  
County of Dallas           §

This instrument was acknowledged before me on the 15<sup>th</sup> day of August, 2005 by Walter J. Humann, in the capacity stated above.

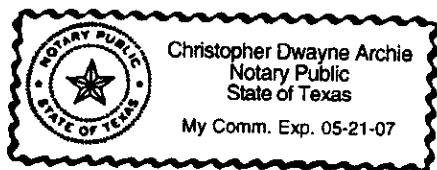
  
Notary Public in and for the State of Texas


Developer

By:   
Joel H. Robuck, President, Berkshire, Inc.

State of Texas                   §  
   §  
County of DALLAS           §

This instrument was acknowledged before me on the 15<sup>th</sup> day of August, 2005 by Joel H. Robuck, in the capacity stated above.



  
Notary Public in and for the State of Texas



For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank One, Texas, National Association, a national banking association, the holder of a lien on the Phase I Property, the Phase II Property, and the Phase III Property pursuant to a Deed of Trust dated September 10, 1999, recorded under Clerk's File No. 199961933 of the Real Property Records of Williamson County, Texas, hereby consents to the execution and recordation of this Amendment to the Declaration ("Amendment") by Declarant and subordinates the lien of such Deed of Trust to the terms and provisions of this Amendment, it being agreed that the Declaration and this Amendment to the Declaration shall survive foreclosure of the lien of such Deed of Trust and that any sale of the Property at foreclosure will be made subject to this Declaration.

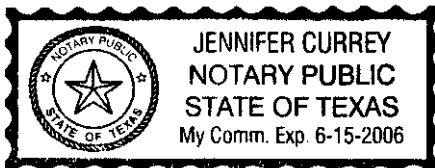
Bank One, Texas, National Association  
a national banking association

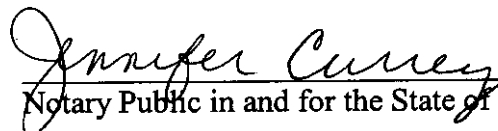
By

  
Dale W. Renner  
Vice President

State of Texas §  
County of Dallas §

This instrument was acknowledged before me on the 22nd day of August, 2005 by Dale Renner, in the capacity stated above.

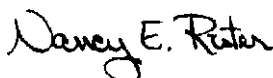


  
Notary Public in and for the State of Texas

After recording, please return to:  
Niemann & Niemann, L.L.P.  
1122 Colorado St., Suite 313  
Austin, Texas 78701

FileServer:CLIENTS:LakeForest:DeclAmendAssnName.doc

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS 2005073032**



09/15/2005 11:52 AM

MARY \$24.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS

§

Lake Forest Community

December 1 2006 Amendment

COUNTY OF WILLIAMSON

§

**December 1 2006 Amendment to Amended and Restated  
Declaration of Covenants, Conditions and Restrictions for  
The Lake Forest Community, Round Rock, Texas,  
Lake Forest I, II, and III**

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Lake Forest Community, Round Rock, Texas, Lake Forest I, II and III, was filed of record as document number 2005010217 of the Official Public Records of Williamson County, Texas, and was amended by that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions filed as document number 2005073032 of the Official Public Records of Williamson County, Texas (cumulatively referred to, along with any other amendments, as the "Declaration").

Article 7, Section 7.12 of the Declaration describes permissible methods for amending the Declaration, and the requisites for amendment have been met. Declarant, Bon Terre-B, Ltd., a Texas limited partnership, pursuant to its authority under Article 7, Section 7.12(a) of the Declaration, makes these amendments in furtherance of the general plan and scheme of development, and the language of this amendment shall control to the extent of any conflict with the Declaration.

**Amendments**

**Section 4.7(b) is AMENDED by DELETING the strike-through language and ADDING the underlined language indicated below:**

"(b) Vehicle Parking. Parking of vehicles, motorcycles, bicycles, trailers, or any motorized vehicle in grass areas, dirt areas, flowerbeds, or sidewalks is prohibited. Owners and occupants must park vehicles in their respective garages or off-street parking areas on their Lots. Owners may not store any items in their garage that prevent parking of vehicles in the garage, except for portable storage units as permitted under Section 4.24(iii) below. No homeowner or occupant may park, store, operate, or keep within or adjoining the property any commercial or commercial-type vehicle (including vehicles with commercial markings/lettering), vehicle longer than 19 feet, motorcycles, motorbikes, motor scooters, Recreational Vehicles (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart), or other similar vehicles, unless same is kept solely within the garage of such Owner's home. The foregoing notwithstanding, commercial-type vehicles may be parked temporarily on or adjacent to a Lot in conjunction with work being performed on a Residence or a Lot. Vehicles that are covered by a tarp or other material designed to protect the vehicle from natural elements may only be parked in garages, and may not be parked elsewhere on a Lot or adjacent to a Lot. No vehicle may be used as a residence or office temporarily or permanently while on the Property. Garage doors must be kept closed except when necessary for exiting, entering, and repairs. No one may park vehicles in the amenities (including pool and tennis court) parking lot overnight or when not using the amenities. Bicycles and similar items may not be stored outside a dwelling or on balconies or patios or in a manner visible from a street.

Notwithstanding any other language to the contrary in this Declaration, this Declaration shall not prevent temporary parking, for no longer than 12 hours in any seven-day period, of a Recreational Vehicle in view on an Owner's Lot if such parking is in the course of loading or unloading for recreational purposes.

No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the roadways throughout the property or in front of driveways to the Lots. No vehicles shall be left parked and unattended in such a manner as to prevent the ingress or egress of emergency vehicles or service vehicles (for example, garbage trucks). No inoperable vehicle may be parked on the Property (including the streets) except within an enclosed garage. For purposes of this provision, the phrase "inoperable vehicle" shall include any vehicle that has an expired state registration or inspection sticker and any vehicle that is in such a state of disrepair that it cannot be started, run and operated in a fully-functioning and safe manner.

Motorcycles and bicycles may not be parked on balconies or patios visible from the street or common area. Bicycles must be stored inside a dwelling or garage or otherwise not in view from a street or common area."

**Section 4.7(z) is AMENDED by DELETING the strike-through language and ADDING the underlined language indicated below:**

"(z) Residential Color Change: ~~ACC APPROVAL REQUIRED and must be compatible with the aesthetics of the neighborhood.~~ ACC approval must be received prior to the exterior of a Residence being painted or repainted. Exterior paint colors shall be compatible with the aesthetics of the neighborhood, and shall be earth tones or similar to and compatible with existing paint colors on the Residence."

**Section 4.11 is AMENDED by ADDING the following language as a new paragraph at the end of Section 4.11:**

"The staining of any fence or any portion of a fence, including the color of such stain, must be approved in advance by the ACC. Earth tones are recommended for paint stain colors, but the ACC shall have the sole discretion to make a determination with regard to approved color(s)."

**The Declaration is AMENDED by ADDING the following new Section 4.13(d) immediately after Section 4.13(c):**

"(d) An Owner must create and maintain a stand of grass covering the entire backyard, except for those areas occupied by trees, shrubs, beds, and other improvements, within 120 days of occupying a Residence."

**The Declaration is AMENDED by ADDING the following new Section 4.24:**

"Section 4.24. Portable Storage Units. Portable On Demand Storage units or similar containers designed for on-site loading of personal property and subsequent transport to a storage facility ("PODS") may be placed on a Lot and used by an Owner subject to the following limitations: (i) no more than two (2) PODS may be placed on a Lot at any given time; (ii) a cumulative of no more than four (4) PODS may be placed on a Lot within any given thirty (30) day period; (iii) PODS may be placed only in a garage or an improved driveway; (iv) PODS must be removed no later than five (5) days after being placed on a Lot; and (v) an Owner shall keep the area surrounding the PODS free of trash and debris at all times."

**The Declaration is AMENDED by ADDING the following new Section 4.25:**

**"Section 4.25. Flags.** The displaying of flags on a Lot is limited to flags no larger than four feet by six feet in size, and such flag(s) must be displayed by attaching them to a Residence by a flag pole no greater than six (6) feet in length."

**The Declaration is AMENDED by ADDING the following new Section 5.9:**

**"Section 5.9. Variances.** The Board shall have the power, in its sole discretion, to grant or deny a requested variance from the setback lines, garage location, on any other construction related requirement set forth in this Declaration. In determining whether to grant a variance, the Board shall consider all relevant factors, including but not limited to any potential impact on neighboring Lot Owners."

EXECUTED and EFFECTIVE this 10<sup>th</sup> day of January, 2007.

**Bon Terre-B, Ltd., a Texas limited partnership**

By: WJH Corporation, a Texas corporation,  
its general partner

By: Walter J. Humann  
Walter J. Humann, President

**Berkshire, Inc.**

By: Joel H. Robuck  
Joel H. Robuck, President, Berkshire, Inc.

**Acknowledgements**

State of Texas §

County of Dallas §

This instrument was acknowledged before me on the 5<sup>th</sup> day of January, 2007  
by Joel H. Robuck, in the capacity stated above.

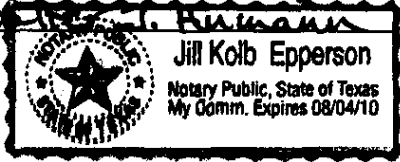


[Signature]  
Notary Public in and for the State of Texas

State of Texas §

County of Dallas §

This instrument was acknowledged before me on the 10<sup>th</sup> day of January, 2007  
by W. F. R. Ruman in the capacity stated above.



Jill Kolb Epperson  
Notary Public in and for the State of Texas

After recording, please return to:  
Berkshire Inc.  
7015 Snider Plaza Suite 205  
Dallas Texas 75205

FileServer:CLIENTS:LakeForest:Dec06AmendAm&Restat#21B2378.doc

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2007006295

Nancy E. Rister

01/25/2007 01:48 PM

PHERBRICH \$28.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

© FATCo



STATE OF TEXAS §

COUNTY OF WILLIAMSON §

NOTICE OF DEDICATORY INSTRUMENT  
FOR  
COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.

**Document reference.** Reference is hereby made to that certain The Lake Forest Community, Round Rock, Texas, Lake Forest I, II and III, Amended and Restated Declaration of Covenants, Conditions and Restrictions, filed as Document No. 2005010217 in the Official Public Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Community Homeowners Association of Lake Forest, Inc. (the "**Association**"); and

WHEREAS Section 202.006 of the Texas Property Code requires that a homeowners association record all dedicatory instruments in the county in which the related property is located;

THEREFORE the Association does hereby file the attached dedicatory instrument of record to put members of the public on notice of its existence and substance.

COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.

By: William M. Heyer

Title: Attorney-in-Fact

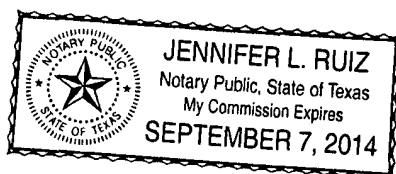
Exhibit "A": Articles of Incorporation

**Acknowledgement**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 22nd day of November, 2011, by William M. Heyer in the capacity stated above.



Notary Public, State of Texas

## ARTICLES OF INCORPORATION

OF

## COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.

In the Office of the  
Secretary of State of Texas

JUL 28 2000

Corporations Section

The undersigned natural person of the age of 18 years or more, acting as a sole incorporator of a corporation (the "Corporation") under the Texas Non-Profit Corporation Act (the "Act"), hereby adopts the following Articles of Incorporation for the Corporation:

ARTICLE I

## NAME

The name of the Corporation is Community Homeowners Association of Lake Forest, Inc.

ARTICLE II

## NON-PROFIT CORPORATION

The Corporation is one which does not contemplate pecuniary gain or profit to its members, and it is organized solely for non-profit purposes.

ARTICLE III

## DURATION

The period of duration of the Corporation is perpetual.

ARTICLE IV

## PURPOSES AND POWERS

1. The Corporation is organized and shall be operated exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal

Revenue law or laws (the "Code"). The primary purposes for which the Corporation is formed are as follows:

- a. To own, govern, operate and maintain the HOA Lots (as defined in the Declaration) located in Lake Forest, a development consisting primarily of single family residential lots in the city of Round Rock, Williamson County, Texas ("Lake Forest");
- b. To provide architectural control and compliance with the covenants and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Lake Forest executed on June 28, 2000, by Bon Terre-B, Ltd., a Texas limited partnership, as Declarant, and duly recorded as Document Number 2000043227 of the Real Property Records of Williamson County, Texas, as such Declaration may be supplemented or amended from time to time (the "Declaration");
- c. To operate and maintain, with or without an ownership interest, such other lands and facilities as may be necessary or appropriate to the enhancement of Lake Forest; and
- d. To otherwise promote the common good, health, safety and general welfare of the residents within the property covered by the Declaration (the "Property").

2. Within the scope of the foregoing purposes, and not by way of limitation thereof, the general purposes and powers of the Corporation are as follows:

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Declaration applicable to the Property, as amended from time to time, the Declaration being incorporated herein by reference for all purposes;



- b. To enforce applicable provisions of the Declaration, the Bylaws of Community Homeowners Association of Lake Forest, Inc. (the "Bylaws"), any rules and regulations of the Corporation and any other instrument for the management and control of the Property;
- c. To fix, levy and collect, by any lawful means, all fees and assessments pursuant to the terms of the Declaration;
- d. To contract for and pay all expenses in connection with the maintenance, landscaping, utilities, materials, supplies and services relating to the HOA Lots and facilities thereon or any other lands or facilities maintained and operated by the Corporation; to employ personnel reasonably necessary for administration and control of the Property, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Property;
- e. To acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, license, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- f. To borrow money and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in connection with the affairs of the Corporation; and

g. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation under the Act may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Corporation or that are inconsistent with its qualification as a homeowners association under Section 528 of the Code.

#### ARTICLE V

##### **REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Corporation is Fountain Place, 54th Floor, 1445 Ross @ Field, Dallas, Texas 75202-2785; and the name of its initial registered agent at such address is Walter J. Humann.

#### ARTICLE VI

##### **INITIAL BOARD OF DIRECTORS**

The initial Board of Directors of the Corporation shall consist of three members; thereafter, the number of directors of the Corporation shall be fixed in accordance with the Bylaws adopted by the Corporation. The names and addresses of the persons who shall serve as directors until the first annual meeting of members or until their successors shall have been elected and qualified are as follows:

NAME

ADDRESS

Walter J. Humann

Fountain Place, 54th Floor  
1445 Ross @ Field  
Dallas, Texas 75202-2785

Joel H. Robuck

3816 Bryn Mawr  
Dallas, Texas 75225

Carrie Staton

Fountain Place, 54th Floor  
1445 Ross @ Field  
Dallas, Texas 75202-2785

ARTICLE VII

**INCORPORATOR**

The name and street address of the incorporator of the Corporation is:

NAME

ADDRESS

Craig B. Anderson

Thompson & Knight L.L.P.  
1700 Pacific Avenue  
Suite 3300  
Dallas, Texas 75201

ARTICLE VIII

**MEMBERSHIP**

The authorized number of and qualifications for membership in the Corporation along with the appurtenant voting rights and other privileges due members of the Corporation shall be as set out in the Bylaws.

## **ARTICLE IX**

### **NO PRIVATE INUREMENT**

No part of the net earnings of the Corporation shall inure to the benefit of any member, director or officer of the Corporation, or any private individual; provided however, that reasonable compensation may be paid for services rendered to or for the Corporation and expenses may be reimbursed or paid in furtherance of one or more of its purposes.

## **ARTICLE X**

### **ACTION BY WRITTEN CONSENT**

Any action required or permitted to be taken at any meeting of members, directors or committee members of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing setting forth the action so taken shall be signed by a sufficient number of members, directors or committee members, as the case may be, as would be necessary to take that action at a meeting at which all persons entitled to vote on the action were present and voted. Prompt notice of the taking of any action by members, directors or a committee without a meeting by less than unanimous written consent shall be given to those members, directors or committee members who did not consent in writing to the action.

## **ARTICLE XI**

### **DISSOLUTION**

In the event the Corporation is dissolved, the members shall, after all liabilities and obligations of the Corporation are paid or provision is made therefor, adopt a plan for the distribution of the remaining assets of the Corporation in such manner as will carry out the purposes of the Corporation as a homeowners association within the meaning of Section 528 of

the Code. The foregoing provision is intended to govern the distribution of the assets of the Corporation in the event of its dissolution in lieu of Article 1396-6.02.A(3) of the Act.

## ARTICLE XII

### INDEMNIFICATION

The Corporation shall indemnify any person who was, is or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was a director or officer of the Corporation or (ii) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a trustee, officer, partner, venturer, proprietor, director, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to also be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense is not permitted under the Act, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors or any committee thereof, special legal counsel or members) to have made its determination prior to the

commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its Board of Directors or any committee thereof, special legal counsel or members) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of such person's heirs, executors, administrators and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members or directors, agreement or otherwise. TO THE EXTENT PERMITTED BY THEN APPLICABLE LAW. THE GRANT OF MANDATORY INDEMNIFICATION TO ANY PERSON PURSUANT TO THIS ARTICLE SHALL EXTEND TO PROCEEDINGS INVOLVING THE NEGLIGENCE OF SUCH PERSON. The Corporation may additionally indemnify any person covered by the grant of mandatory indemnification contained in this Article to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Corporation may purchase and maintain insurance or a similar arrangement (including, but not limited to, a trust fund, self-insurance, a security interest or lien on the assets of the Corporation, or a letter of credit, guaranty or surety arrangement) on behalf of any person who is serving the Corporation (or another entity at the request of the Corporation) against any liability asserted against such person and incurred by such person in such a capacity or arising out of status as such a person, whether or not the Corporation would have the power to indemnify such person against that liability under this Article or by statute. Notwithstanding the other provisions of this Article, the Corporation may not indemnify or

maintain insurance or a similar arrangement on behalf of any person if such indemnification or maintenance of insurance or similar arrangement would subject the Corporation to income or excise tax under the Code.

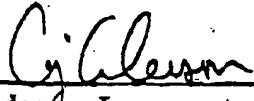
### **ARTICLE XIII**

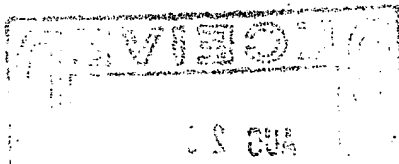
#### **LIMITATION OF DIRECTOR LIABILITY**

A director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for any act or omission in such director's capacity as a director, except that this Article does not authorize the elimination or limitation of the liability of a director to the extent the director is found liable for: (i) a breach of the director's duty of loyalty to the Corporation; (ii) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) an act or omission for which the liability of a director is expressly provided by an applicable statute. The foregoing elimination of liability to the Corporation and its members shall not be deemed exclusive of any other rights, limitations of liability or indemnity to which a director may be entitled under any other provision of the Articles of Incorporation or Bylaws of the Corporation, contract or agreement, vote of members or directors, principle of law or otherwise. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing provisions of this Article, the liability of a director shall be eliminated to the full extent permitted by any amendment to the

Texas Miscellaneous Corporation Laws Act or the Act hereafter enacted that further eliminates or permits the elimination of the liability of a director.

IN WITNESS WHEREOF, I, the undersigned Incorporator, have executed these Articles of Incorporation on July 28, 2000.

  
\_\_\_\_\_  
Craig B. Anderson, Incorporator





After recording, please return to:

2  
Niemann & ~~Hoyer~~, L.L.P.  
Attorneys At Law *Niemann*  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

Fileserver:CLIENTS:LakeForest:NoticeDedatoryInstruments10-11.doc

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS 2011079949**

*Nancy E. Rister*

11/28/2011 01:07 PM

MARIA \$60.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



Nancy E. Rister, County Clerk

2011 Dec 09 03:00 PM

Fee: \$ 24.00 Pages: 3

Williamson County Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**BYLAW AMENDMENT AND  
NOTICE OF RESOLUTION REGARDING NUMBER OF DIRECTORS**

**COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.**

**Document reference.** Reference is hereby made to that certain The Lake Forest Community, Round Rock, Texas, Lake Forest I, II and III, Amended and Restated Declaration of Covenants, Conditions and Restrictions, filed as Document No. 2005010217 in the Official Public Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**")

Reference is further made to the Bylaws of Community Homeowners Association of Lake Forest, Inc., attached as an exhibit to Document No. 2011015651 in the Official Public Records of Williamson County, Texas (together the amendment filed of record in Document No. 2009074787, and all subsequent amendments, the "**Bylaws**").

*In summary, this document evidences the increase in the number of directors of the association from three to five, amends the bylaw provision regarding annual meeting date, and sets the terms of those board members at three years*

**Resolution setting number of directors at five directors:**

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Community Homeowners Association of Lake Forest, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized under the Bylaws (Section 5.1) to determine from time to time the number of directors for the Association;

WHEREAS the Board has previously voted to increase the number of directors from three to five, and whereas the Board has recently ratified and documented such increase with a resolution duly adopted at a board meeting held October 25, 2011, and the text of such resolution so adopted is as follows:

"It is resolved that the action by previous boards, in increasing the number of directors from 3 to 5, documentation for which cannot presently be found, is hereby affirmed and it is resolved that, absent future board action setting directors at an alternate number, the number of directors shall continue to be 5"

THEREFORE this document is filed of record to provide notice such election by the Board to have the number of directors under the Bylaws set at five directors

**Bylaw amendment regarding annual meeting date:**

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Community Homeowners Association of Lake Forest, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized under state law (Texas Business Organizations Code §22.102) to amend the bylaws of the Association;

WHEREAS the Board has voted at its November 22, 2011 Board meeting to amend section 4.3 by adding additional language to the end of the current language, section 4.3 is hereby amended to read in its entirety as follows:

"4 3 ANNUAL MEETINGS Commencing in 2001, annual meetings shall be held the third Tuesday of May of each year, or on such other date that the Board shall determine from time to time "

**Bylaw amendment setting director term length at three years:**

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Community Homeowners Association of Lake Forest, Inc (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized under state law (Texas Business Organizations Code §22 102) to amend the bylaws of the Association;

WHEREAS the Board voted at its October 25, 2011 meeting to ratify a previous amendment (documentation for which cannot be found, but per association records the amendment was instituted prior to 2009) to the bylaws, increasing director term length to three years, and at its November 2, 2011 Board meeting approved the following restatement of Bylaws section 5 4 Section 5 4 is hereby restated to read in its entirety as follows:

**"5 4 ELECTION AND TERM OF OFFICE** Director elections shall be held at the annual meeting of the Association Each director shall be elected to a three-year term At each election, the person(s) receiving the greatest number of votes shall be the Directors Each Director elected shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier death, resignation, disqualification or removal. Directors shall be elected to staggered terms

At the 2009 annual meeting two directors were elected At the 2010 annual meeting one director was elected. At the 2011 annual meeting two directors were elected Subsequent years shall repeat this staggering The three- year terms shall be applicable to all directors serving at the time this amendment was adopted For example, the directors elected in 2009 shall hold office until their terms expire in 2012 "

**COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.**

Acting by and through its Board of Directors

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

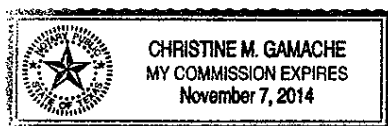
Title: \_\_\_\_\_

President

**Acknowledgements**

STATE OF TEXAS §  
COUNTY OF Williamson

This instrument was executed before me on the 22nd day of November, 2011, by Roger Arriaga in the capacity stated above



Christine Gamache  
Notary Public, State of Texas

Fileserver:CLIENTS:LakeForest:BylawAmend11-11.doc

After recording return to  
Niemann & Heyer LLP

1122 Colorado, Suite 313  
Austin, TX 78701

Official Public Records

*Nancy E. Rister*

Nancy E. Rister, County Clerk

2011 Dec 14 12:43 PM

Fee: \$ 64.00 Pages: 13

Williamson County Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AMENDED AND RESTATED RULES AND REGULATIONS  
OF  
COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.

**Document reference.** Reference is hereby made to that certain The Lake Forest Community, Round Rock, Texas, Lake Forest I, II and III, Amended and Restated Declaration of Covenants, Conditions and Restrictions, filed as Document No 2005010217 in the Official Public Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**")

Reference is further made to the Bylaws of Community Homeowners Association of Lake Forest, Inc, attached as an exhibit to Document No 2011015651 in the Official Public Records of Williamson County, Texas (together with all amendments thereto, the "**Bylaws**")

Reference is further made to the Resolutions of the Board of Directors Adopting Rules for Community Homeowners Association, Inc. of Lake Forest, filed as Document No 2004057485 in the Official Public Records of Williamson County, Texas (the "**Prior Rules**"). The Prior Rules and all other previously-adopted rules are replaced and superseded by the Rules attached hereto.

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Community Homeowners Association of Lake Forest, Inc (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Declaration article VI;

WHEREAS the Board has voted to adopt the Rules attached as Exhibit "A" hereto to replace and supersede any previously-adopted Rules;

THEREFORE the Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED

COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.

Acting by and through its Board of Directors

Signature: *Roger Arriaga*  
Printed Name: Roger Arriaga  
Title: President

Exhibit A: Rules

Acknowledgements

STATE OF TEXAS §  
COUNTY OF Williamson §

This instrument was executed before me on the 22<sup>nd</sup> day of November, 2011, by Roger Arriaga in the capacity stated above

*Christine M. Gamache*  
Notary Public, State of Texas



## EXHIBIT "A"

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<b>Section IV.</b>	<b>Religious Displays</b>
<b>Section V.</b>	<b>Record Production</b>
<b>Section VI.</b>	<b>Record Retention</b>
<b>Section VII.</b>	<b>Payment Plans</b>
<b>Section VIII.</b>	<b>Voting</b>
<b>Section IX.</b>	<b>Email Addresses</b>
<b>Section X.</b>	<b>Transfer Fees</b>
<b>Section XI.</b>	<b>Collection and Enforcement</b>
<b>Section XII.</b>	<b>Misc ; Frequent Violations: Yard maintenance, trash receptacles, unapproved exterior changes, animals, boats, trailers, other vehicles and equipment, other</b>

### SECTION I. FLAGS

1. General An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.
2. Prior Approval Required All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Control Committee (the "Committee"). An Owner desiring to display a permitted flag must submit plans to the Committee for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's Committee shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. Additional Requirements Related to Flags
  - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
  - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at a time may be displayed on a flagpole.
  - c. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
  - d. Flags must never be flown upside down and must never touch the ground.
  - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
  - f. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
  - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
  - h. Only all-weather flags may be displayed during inclement weather.
  - i. Flags must be no larger than 3'x5' in size.
  - j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
  - k. A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Section.

- 4 Materials and Appearance of Flag Mounts and Flagpoles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the Committee) used in the construction of the mount or flagpole and harmonious with the dwelling
- 5 Additional Requirements for Flagpoles The following additional requirements shall apply to flagpoles installed on Lots:
- a No more than one flagpole may be installed on a Lot;
  - b The flagpole must be free-standing and installed vertically;
  - c The flagpole must be no greater than 20 feet in height measured from grade level;
  - d The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements;
  - e Unless otherwise approved by the Committee, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home The Committee may require the pole to be installed on a particular side or otherwise require a particular location; and
  - f No trees may be removed for pole installation.
  - g An Owner must ensure that external halyards (hoisting ropes) used in combination with a flagpole do not create an unreasonable amount of noise
- 6 Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag)
- 7 Maintenance An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all time at the Owner's expense Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition

## **SECTION II. SOLAR ENERGY DEVICES**

- 1 Conflict with Other Provisions Per state law, this Section controls over any provision in any other Association governing document to the contrary.
- 2 Prior Approval Required **An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein.** Owners may not install solar energy devices except in accordance with the restrictions provided herein Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Committee The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices
- 3 Definition In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy All solar devices not meeting this definition are prohibited
- 4 Prohibited Devices Owners may not install solar energy devices that:

- a. threaten the public health or safety;
- b. violate a law;
- c. are located on property owned by the Association;
- d. are located in an area owned in common by the members of the Association;
- e. are located in an area on the property Owner's property other than:
  - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
  - ii. in a fenced yard or patio owned and maintained by the Owner;
- f. are installed in a manner that voids material warranties;
- g. are installed without prior approval by the Committee; or
- h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the Committee may require removal of any device in violation of this or any other requirement.*

5. Limitations on Roof-Mounted Devices If the device is mounted on the roof of the home, it must:

- a. extend no higher than or beyond the roofline;
- b. be located only on the back of the home – the side of the roof opposite the street. The Committee may grant a variance in accordance with state law if the alternate location is substantially more efficient<sup>1</sup>;
- c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
- d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.

6. Limitations on Devices in a Fenced Yard or Patio If the device is located in a fenced yard or patio, it may not be taller than the fence line.

7. Solar shingles Any solar shingles must:

- a. Be designed primarily to:
  - i. be wind and hail resistant;
  - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
  - iii. provide solar generation capabilities; and
- b. When installed:
  - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
  - ii. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
  - iii. match the aesthetics of the property surrounding the Owner's property

### **SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS**

1. Pre Approval Required Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section

2. Prohibited Locations Owners are prohibited from installing rain barrels or rainwater harvesting systems, **or any part thereof**, in the following locations:

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<sup>1</sup> If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the Committee of all energy production calculations. All calculations must be performed by an industry professional.



- a. on property owned by the Association;
  - b. on property owned in common by the members of the Association; or
  - c. on property between the front of the Owner's home and an adjoining or adjacent street
- 3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the Committee  
  

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible) The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.
- 4. Color and Other Appearance Restrictions Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
  - a. are of a color other than a color consistent with the color scheme of the Owner's home;
  - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
  - c. are not constructed in accordance with plans approved by the Association.
- 5. Additional Restrictions if Installed in Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

#### **SECTION IV. RELIGIOUS DISPLAYS**

- 1. General. State statute allows owners to display certain religious items in the owner's entry, and further allows the association to impose certain limitations on such entry displays The following rule outlines the limitations on religious displays in an owner's entry area Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in paragraph (2) below Allowed religious displays are limited to displays motivated by the resident's sincere religious belief
- 2. Prohibited Items No religious item(s) displayed in an entry area may:
  - a. threaten the public health or safety;
  - b. violate a law;
  - c. contain language, graphics, or any display that is patently offensive to a passerby;
  - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
  - e. extend past the outer edge of the door frame of the door; or
  - f. have a total size (individually or in combination) of greater than 25 square inches.
- 3. Remedies for Violation of this Section Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law
- 4. Seasonal Religious Holiday Decorations This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of

such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.

- 5 Other displays. Non-religious displays in the entry area to an owner's dwelling and all displays (religious or otherwise) outside of the entry area to an owner's dwelling are governed by other applicable governing document provisions.

## **SECTION V. RECORD PRODUCTION**

- 1 Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
- 2 Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
- 3 Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
  - a. sufficient detail to describe the books and records requested, and
  - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
- 4 Timeline for record production.
  - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
  - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
  - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
- 5 Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
- 6 Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
  - a. Paper copies - 10¢ per page
  - b. CD - \$1 per disc
  - c. DVD - \$3 per disc
  - d. Labor charge for requests of more than 50 pages - \$15 per hour
  - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
  - f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it.
- 7 Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:

- a. Owner violation history
  - b. Owner personal financial information
  - c. Owner contact information other than the owner's address
  - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data

## **SECTION VI. RECORD RETENTION**

1. Effective Date Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section relating to record retention is January 1, 2012
2. Conflict with Other Provisions Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Record Retention. The Association will keep the following records for at least the following time periods:
- a. Contracts with terms of at least one year; 4 years after expiration of contract
  - b. Account records of current Owners; 5 years
  - c. Minutes of Owner meetings and Board meetings; 7 years
  - d. Tax returns and audits; 7 years
  - e. Financial books and records (other than account records of current Owners); 7 years
  - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
4. Other Records Records not listed above may be maintained or discarded in the Association's sole discretion.

## **SECTION VII. PAYMENT PLANS**

1. Effective date Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.
2. Eligibility for Payment Plan.
- Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) only if:
- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
  - b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency) Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and
  - c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner

Other payment plans An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans The terms and conditions for a Standard Payment Plan are:
  - a. Term. Standard Payment Plans are for a term of 6 months (See also paragraph 6 for Board discretion involving term lengths.)
  - b. Payments Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The Association may in its discretion require all payments to be made by ACH or other automatic draft.
  - c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
  - d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest at the rate of 18% per annum, but in no event in excess of the maximum rate permitted by applicable law, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
  - e. Contact information. The Owner will provide relevant contact information and keep same updated.
  - f. Additional conditions. The Owner will comply with such additional conditions under the plan as the Board may establish.
  - g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.
4. Account Sent to an Attorney/Agent for Formal Collections An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.
5. Default If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed)

- 6 Board Discretion The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in paragraph 3 shall be the default term length absent board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.
- 7 Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

#### **SECTION VIII. VOTING**

- 1 Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
- 2 Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.

#### **SECTION IX. EMAIL ADDRESSES**

- 1 Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails.
- 2 Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. The notice must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change the Owner's email in the records of the Association.

#### **SECTION X. TRANSFER FEES**

- 1 Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account.

accordingly. The association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with association record updates related to the transfer will be the responsibility of the new owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the association or its managing agent, and may be equivalent to the resale certificate fee or in any other amount.

## **SECTION XI. COLLECTION AND ENFORCEMENT**

1. **Purpose.** The Board desires to adopt a standardized Assessment Collection and Enforcement Policy to set forth its determinations on such issues.
2. **Scope.** This policy applies to all "Members" of the Association, said Members having a contractual obligation to pay assessments and other charges to the Association under the governing documents of the Association.
3. **The Policy.**
  - a. **Introduction.** The Association's primary source of income is Member-paid Assessments, and without such income the Association cannot provide and maintain the facilities and services that are critical to the quality of life of Harris Branch residents and the protection of property values. The Association has experienced, and expects to continue to experience, situations in which Members are delinquent in their obligation to pay Assessments or Members are otherwise in violation of the governing documents. Therefore the Board has adopted, and by these presents does hereby adopt, the Assessment Collection and Enforcement Policy set forth below.

Per the Declaration the Association may collect, and has a lien for all amounts due, including assessments, fees, interests, costs, and reasonable attorney's fees.
  - b. **Due Dates.** All Assessments and other amounts due are due within 30 days of the due date, or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member.
  - c. **NSF Fees.** Checks, ACH payments, or other type of payment returned for insufficient funds, dishonored automatic bank drafts, or other similar item will result in the assessment of a fee determined by the board from time to time, in the minimum amount of \$30. Late fees shall also be assessed as appropriate.
4. **Delinquency/Collection.** Any Assessment or other amount due not paid within 30 days of its due date (or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member) shall be deemed Delinquent. Delinquencies shall be handled as follows:
  - a. **Interest, Late Fees, Collection Costs.** Delinquencies may be charged interest on the sum owing at the rate of 18% per annum, until paid in full. In addition to interest (see Declaration Section 3.7) a late fee in an amount as determined from time to time by the Board may be assessed. The owner is responsible for all costs of collection including attorneys fees.
  - b. **30 days delinquent, Courtesy Notice.** Once an Assessment or other amount due becomes Delinquent, the Association, acting through its Board, managing agent, or some other Board designee, will email or mail a written notice to the related Member reminding him or her of the amount owed and requiring that it be paid immediately.
  - c. **60 days delinquent, Second Notice.** When an account is approximately 60 days delinquent the Association, acting through its managing agent, shall send notice via certified mail, return

receipt requested and otherwise complying with the requirements of Texas Property Code §209.0064 (including giving the owner a final 30 days to cure the delinquency prior to the account being turned over to an attorney )

- d. Formal Collection Action: 90 days delinquent. Once an Assessment is Delinquent for more than 90 days and the notice described in Section 4(c) above has been sent, the account shall be turned over to the Association's attorney to initiate formal collection action. Unless otherwise determined by the Board, all attorney collection action is pre-authorized, including but not limited to sending a 30-day demand letter, filing of a Notice of Lien or similar instrument in the Official Public Records, and initiating and carrying out a foreclosure of the Association's lien against the Lot, all in accordance with state-law notice and procedural requirements
- e. Power of Sale. In conjunction with the Association's authority granted by the Declaration to foreclose its lien, the Association is vested with a power of sale. The President of the Association may act as trustee for any such sale and is granted the authority to designate one or more agents and/or substitute trustees to exercise the Association's power of sale in conjunction with foreclosure of the Association's lien
- f. Authority to Vary from Policy. In handling any particular Delinquent Assessment, the Board of Directors retains the authority to vary from this Assessment Collection Policy as may be appropriate given the particular facts and circumstance involved, so long as the related action is in compliance with the Declaration and State law. Variances from policy may include adding additional courtesy letters, or omitting a courtesy letter )
- g. Payment plans Payment plans shall be offered as described in the Association's payment plan rule

5 Non-monetary violations.

- a. Notices of Violation: Prior to levying a property damage assessment against an owner, fining an owner, or suspending the owner's usage rights to the common area due to a violation, the association shall comply with the notice requirements of Ch. 209, Texas Property Code

The management company shall, upon becoming aware of a violation(s) of the deed restrictions, send first a courtesy warning letter requesting compliance. If compliance is not achieved in response to a courtesy letter, the management company shall send a letter certified mail, return receipt giving notice of the violation(s) in accordance with Ch. 209, Texas Property Code

The Board may deviate from this standard procedure, including instructing the managing agent to omit or add courtesy warning(s), in its sole discretion

- b. Damage assessment: enforcement costs The association may assess the Owner's account for any damages caused by the Owner, or the Owner's residents, tenants, guests or invitees. The owner may be held responsible for all enforcement costs, including attorney's fees
- c. Fines. If the violation is not cured by the deadline given in the certified mail notice described in subsection (a), a fine shall automatically levy in the amount of \$25 unless otherwise determined by the Board. Fines may be issued on a one-time basis or in the event of an ongoing violation, may be issued daily for each day of the violation. Subsequent fines shall issue in increasing \$25 increments (capped at \$100) for each additional violation notice given when the violation remains. For example, absent Board approval otherwise:

- i First notice: courtesy warning
- ii Second notice: certified mail letter
- iii Third notice: \$25 fine (daily or one-time)
- iv Fourth notice: \$50 fine (daily or one-time)
- v Fifth notice: \$75 fine (daily or one-time)
- vi Sixth notice: \$100 fine (daily or one-time)
- vii Subsequent notices: \$100 fine (daily or one-time)

Each day of the violation may be considered a separate violation. The Board may deviate from this standard fining procedure, including electing to levy a lesser or greater fine at any time, in its sole discretion.

## **SECTION XII. MISC.: FREQUENT VIOLATIONS**

- 1 Yard maintenance needed. See also Declaration § 7.3. Yards must be maintained frequently enough to maintain an overall well kept appearance. This includes:
  - a Mowing, including front yard, side yard and backyard for all lots
  - b Edging, including sidewalks, driveway and curb; no runners should be showing on paved surfaces
  - c Weed control in grass, flowerbeds, and cracks and weed eating at fences, walls and foundations
  - d Grass maintenance by treating diseased areas and adding sod or reseeding where grass has died
  - e Blowing or sweeping up grass and clippings after maintenance
  - f Removing dead plants, shrubs and trees in a timely manner
  - g Regular watering without violating local voluntary or mandatory conservation directives
- 2 Trash receptacles in view. All trash containers must be hidden from general view except for trash pick up day. It is acceptable to put containers by the curb at dusk on the day before pickup and to return to being stored out of view by dusk the day of pick up. If containers can be seen from the street they are not out of view.
- 3 Unapproved exterior changes. All changes to the exterior of the residence or to a lot, including color changes, material changes, fence replacement or painting and major landscape modifications must be pre-approved by the ACC (See also Declaration Articles IV and V.)
- 4 Animals. All dogs must be leashed when outside a home or enclosed backyard and must be under the control of the person holding the leash at all times. Dogs may not be allowed to cause a nuisance or disturbance by barking excessively during day or nighttime hours. Owners must pick up after their pets, whether on the owner's lot, another lot, or the common area. (See also Declaration section 4.7.)
- 5 Boats, trailers, other vehicles and equipment: Recreational equipment such as boats, jet skis, campers, RVs, motorcycles may not be parked or stored in view on any portion of the Lot or street. Temporary parking is allowed during times of actual loading and unloading only.
- 6 Other. Examples of other common violations include: deferred maintenance including painted surfaces, noncomplying basketball goals, unsightly items stored in view, unscreened AC units, or window units.



**After recording, please return to:**

Niemann & Heyer, L. L. P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

Fileserver:CLIENTS:LakeForest:RulesAmendper2011Law10-11.doc

**AMENDMENT TO RULES AND REGULATIONS  
OF  
COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.  
*Adoption of Design Guidelines***

**Document reference.** Reference is hereby made to that certain The Lake Forest Community, Round Rock, Texas, Lake Forest I, II and III, Amended and Restated Declaration of Covenants, Conditions and Restrictions, filed as Document No. 2005010217 in the Official Public Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the **"Declaration"**).

Reference is further made to the Bylaws of Community Homeowners Association of Lake Forest, Inc., attached as an exhibit to Document No. 2011015651 in the Official Public Records of Williamson County, Texas (together with all amendments thereto, the **"Bylaws"**).

Reference is further made to the Amended and Restated Rules and Regulations of Community Homeowners Association of Lake Forest, Inc., filed as Document No. 2011084501 in the Official Public Records of Williamson County, Texas and to that certain Amendment to the Rules and Regulations of Community Homeowners Association of Lake Forest, Inc. (together with all amendments and supplemental documents thereto, the **"Rules"**).

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Community Homeowners Association of Lake Forest, Inc. (the **"Association"**);

WHEREAS the Association, acting through its board of directors (the **"Board"**), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article VI of the Declaration, and the Architectural Control Committee (ACC) is authorized per §5.4 of the Declaration to promulgate standards, and the Board and ACC have jointly approved these provisions;

WHEREAS the Board has voted to adopt the additional Rules attached as Exhibit "A" to supplement the previously adopted Rules;

THEREFORE the additional Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED. Subject solely to the amendments contained in Exhibit "A", the Rules remain in full force and effect.

**COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.**

By Niemann & Heyer, L.L.P., attorneys and authorized agent

By: Erin E. Finley  
Erin E. Finley

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 17<sup>th</sup> day of July,  
2014, by Erin Finley in the capacity stated above.

Vanessa Vizcaino  
Notary Public, State of Texas

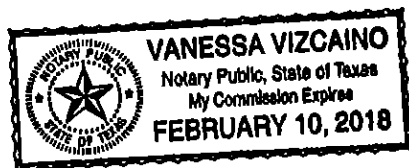


Exhibit "A"

**Lake Forest  
Architectural Standards and Restrictions**

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# Lake Forest Owners Association

## Architectural Standards and Restrictions

### SECTION 1 – INTRODUCTION

**\*\*\*Almost all new construction or alteration of existing construction required prior approval from the ACC. Owners are subject to fines and other enforcement action for failure to receive the appropriate approval.\*\*\***

**1.1 Background** - Community Homeowners Association of Lake Forest, Inc. ("Lake Forest") is a Texas nonprofit corporation serving as a homeowners association and consisting of a collection of homeowners or property owners ("Owners") within the master planned community of Lake Forest. The Declaration establishes and provides for supplemental standards of architecture, appearance, landscaping, maintenance, use and conduct in order to preserve and enhance the overall community. The Declaration (aka CC&Rs) establish the Community Homeowners Association of Lake Forest, Inc. Architectural Control Committee (ACC), whose responsibility and authority include developing supplemental architectural and aesthetic standards and reviewing and approving all construction, modifications, additions to homes and lots within Lake Forest. The Association's Property Management Company ("Property Manager") is the entity primarily responsible for administering the standards of maintenance, architecture controls, conduct, and use established pursuant to the CC&Rs and supplements and rules.

**1.2 Purpose** - The CC&Rs establish procedures for application and review of plans for modifications to existing homes and lots governed by the Lake Forest CC&Rs. These Supplemental Architectural Standards and Restrictions ("Architectural Standards") for Lake Forest were established to provide guidance to Owners and their contractors in planning new construction or improvements and modifications to the exterior of their homes and lots in Lake Forest. These Architectural Standards are intended to set high standards of appearance for the community, maintaining property values for everyone in the community. These Standards are designed to help facilitate the review process, but are not the sole basis for determinations on architectural and aesthetic matters. Although due diligence has gone into the development of these Architectural Standards in order to cover the broadest spectrum of anticipated home and yard improvements or modifications, it is not possible to address every type of improvement or modification that may be submitted. Therefore, to preserve the aesthetics of the community, the ACC is empowered to and given the responsibility of making a determination on all submittals, whether specifically addressed in these Architectural Standards or not. Compliance with these Architectural Standards does not guarantee approval. These Standards are set forth as the minimum standards for new construction and the minimum goals for existing structures. Individual variances from these standards will be considered and may be granted if, in the opinion of the Architectural Committee (defined in Section 6.14), the project is in good taste and meets the goals of these Architectural Standards.

**1.3 Governmental Requirements** - To the extent that any local government ordinance, building code or regulation imposes a more restrictive standard than the standards set forth in the CC&Rs or these Architectural Standards, the local government standard shall control. To the extent that any local government standard is less restrictive, the CC&Rs and these Standards (in that order) shall control. It is the responsibility of the Owner to comply with governmental requirements to obtain all required permits and approvals. The ACC's reviews, approvals and inspections are separate and independent of governmental agencies and requirements. The granting of permits and approvals by any governmental agency neither supersedes nor guarantees approval by the ACC. However the ACC may require proof of all necessary permits as a condition of approval. If the Owner asserts that no permits are required, the ACC may require confirmation of this, at Owner expense, by a qualified professional. The ACC may in its sole discretion determine criteria for a qualified professional (e.g. a licensed plumber, a licensed engineer, etc.)

**1.4 Interpretation** - In the event of a conflict between these Architectural Standards and the CC&Rs, the CC&Rs shall control. Capitalized terms used in these Architectural Standards and not otherwise defined in this document shall have the same meaning as set forth in the CC&Rs.

**1.5 Amendments** - These Architectural Standards may be amended at any time. All amendments shall become effective upon filing of record with the Williamson County Clerk. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or in progress for any Owner at the time the amendment is approved. These existing improvements shall be designated as "Grandfathered" if, and only if, they were approved by the ACC prior to the amendment. The Association may require structures in violation of the

amended Standards to be screened from public view or removed. ACC-approved structures added to the house under a building permit issued by the City and considered part of the tax appraisal by Williamson County are considered permanent improvements. Structures that are Grandfathered but not considered permanent improvements under these rules, shall be brought into compliance should they need to be rebuilt or replaced. It is the responsibility of Owners to ensure that they have the most current edition of these Architectural Standards.

## SECTION 2 – ARCHITECTURAL REVIEW PROCESS

**2.1 Objective** – The objective of the Architectural Review Process is to ensure aesthetic harmony in the community by promoting compatibility of specific designs and colors with surrounding buildings, the environment, and the topography. The review process strives to maintain objectivity and sensitivity to the individual aspects of design. The primary focus of the ACC and these Architectural Standards is those accessories, landscaping details, and structures that are visible, even in small part, from another unit or common area.

**2.2 Review Authority** - Under the CC&Rs, the ACC is the sole approval authority for architectural design, modifications, additions, and landscaping for properties restricted by the CC&Rs, subject to review by the full board upon petition by the ACC or a homeowner, received by the Association's managing agent within 30 days of the ACC's communicating its decision in the matter. The ACC is answerable to the Board of Directors. The LAKE FOREST Board of Directors or the ACC may designate the Property Manager to perform certain duties associated with construction or modification application review, processing and inspection. In this document, the "Reviewer" may refer to either the ACC or the Property Manager acting under the direction of the ACC or the Board of Directors.

### 2.3 Approval Requirement

- A. Unless otherwise specifically stated in the CC&Rs, all exterior modifications, alterations, additions, etc., that meet the following criteria must have Reviewer approval prior to construction, installation or any other type of work taking place:
  - 1. All exterior modifications, alterations, additions, etc., including color or material changes, including installation or alteration of buildings, outbuildings, storage sheds, patios, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles (including basketball goals), signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, reservoirs, pipes, lines, meters, and utility installations.
  - 2. All landscaping modifications, alterations, additions, etc. in the rear yard that are not visible from public or private view, but exceed four feet (4') in height above finished grade of an Owner's Lot.
  - 3. All mechanical/electrical equipment regardless of height, location or visibility (examples: air conditioners, pool/spa equipment, waterfall pumps, built-in BBQ Grill, outdoor kitchen, etc.).
- B. Failure to obtain the necessary approvals prior to construction or installation may:
  - 1. Constitute a violation of the CC&Rs;
  - 2. Result in a fine levied against the property; and/or
  - 3. Require modification or removal of unauthorized work at the expense of the Owner.
- C. Where these Architectural Standards specifically allow an Owner to proceed without prior approval, such allowance shall only be effective as long as the Owner complies with the requirements of the current Architectural Standards.
- D. Plans submitted to the Reviewer must comply with all applicable building codes, zoning regulations and the requirements of all agencies and municipalities having jurisdiction in Lake Forest. All required governmental permits must be obtained prior to work beginning. Approval by the Reviewer does not supersede, guarantee or imply the guarantee that permits will be granted by governmental agencies.

### 2.4 Submittal Requirements

- A. Accessories (see Section 3) and Landscape Improvements (see Section 4) have specific, defined standards. If followed, Owners may make those specified modifications to plan materials without submitting a Review Package.
- B. Requests for Minor Improvements (see Section 5) and Major Improvements (see Section 6) must be made by submitting a "Review Package" to the Reviewer, preferably via email. The Review Package must include:
  - 1. A completed ACC Application, which are available on the Lake Forest website or via request to the Property Manager.



2. Submissions must include detailed drawings and specifications sufficient to allow any competent contractor to complete the project as designed. Include photos of the house and yard for the proposed project. A site plan and elevations of all affected sides drawn at a minimum 1/8" per foot scale showing:
  - a. Property lines and easements, the footprint of the house, and setback measurements (for proposed structures);
  - b. Location and dimensions (length, width and height) of all existing structures and proposed improvements including measurements from the home and property lines; and
  - c. Samples and descriptions of the proposed materials and finishes (if samples are not available, brochures or pictures may be submitted).

**2.5 Submission and Review Time Frames** - In accordance with the CC&Rs, the Reviewer shall make a determination within 30 days (or, for a new residence, 60 days)<sup>1</sup> after the ACC has determined that the review package is complete. An incomplete Review Package will be returned to the Owner with a notice describing the information, drawings and/or samples required to complete the submission. The 30/60 day determination period will not begin until a complete Review Package is received and acknowledged. The Reviewer may, but is under no obligation to, review a submittal from potential buyers of a home in Lake Forest until such persons take title and own the property. It is the Owner's responsibility to confirm receipt of the plans by the ACC. If the plans are not approved within the 30/60 day time period, per Declaration §5.2 they are deemed disapproved.

**2.6 Responsibility for Compliance** - The Owner is responsible for ensuring that all of their representatives, including the Owner's architect, engineer, contractors, sub-contractors, and their agents and employees, are aware of these Architectural Standards and all requirements imposed by the Reviewer as a condition of approval.

**2.7 Approval of Builder.** Per Declaration §5.7, a home builder must be approved by the ACC in order to build a Residence as the term is defined in the Declaration.

**2.8 Certificate of Compliance; Inspection** - Upon completion of any Improvement approved by the ACC and upon written request by the Owner of a Lot, the ACC shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be constructed thereon, the Plans and Specifications on file with the ACC pursuant to which the improvements were made, and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Committee of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Committee of the construction, workmanship, materials or equipment of the improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the Improved Lot.

Upon request of the ACC and with reasonable notice, Owners must allow ACC representatives to inspect the property for compliance with approved plans.

**2.9 Variances** - The Board of Directors, per Declaration §5.9, may authorize variances from compliance with any of its standards and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental consideration require, but only in accordance with duly adopted rules and regulation. No variance shall (a) be effective unless in writing; (b) be contrary to the CC&Rs or the Architectural Standards; or (c) preclude the Board 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, the scheduling of contractors, the correction of an existing violation, or the terms of any financing shall not be considered a hardship warranting a variance.

**2.10 Enforcement/Fines** - The failure of an owner to abide by the Architectural Standards including the construction and maintenance of unapproved Improvements, constitutes a violation of the CC&Rs, and Lake Forest may take any and all enforcement remedies available to it under the CC&Rs, its other governing documents, and/or state law.

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<sup>1</sup> See Declaration §5.2

## SECTION 3 – ACCESSORIES

**3.1 Accessories Requirements** - This Section defines requirements imposed by the LAKE FOREST to help maintain and preserve the aesthetics of the community. The Accessories specified in this Section do not require the submittal of a Review Package prior to installation, unless otherwise specified, if they meet the qualifications and requirements specified below:

- A. Accessories must match, blend or complement the color scheme of the home.
- B. Accessories are not to be hung or placed in trees, shrubs or on the roof, visible from public areas, with the exception of holiday decorations or a single bird feeder.
- C. Accessories are normally limited to one (1) item or one matched pair of items in each category unless otherwise specified.
- D. Some items listed in this Accessories Section are specifically not allowed.

**3.2 Accessories Compliance** - The ACC has established this Accessories Section of the Architectural Standards in order to assist Owners by alleviating the formal review process for commonly-installed accessories. The Reviewer reserves the right, however, to require submittal for or removal of any item that is, in its opinion, aesthetically unacceptable, that violates any part or the intent of this Section of the Architectural Standards or is deemed to be otherwise inappropriate. Any item or improvement not mentioned in this Section, and in those cases where specified, require a Review Package to be submitted and approved by the Reviewer prior to installation.

**3.3 Address Numbers** - Each home in Lake Forest is built with the home address number prominently displayed for easy identification. Therefore, additional displays of address numbers, such as plaques or signs are not allowed. The Owner must ensure that address numbers on the home are not obscured by landscaping, architectural additions, or other objects. Address numbers painted on the curb or driveway apron are allowed.

**3.4 Barbecue Grills (Portable)** - Portable barbecues are allowed in the rear yard only, and must not be installed in or visible from the front or side yard at any time. Consideration should be given to neighbors regarding the use of and smoke from a barbecue, especially during windy conditions. Permanently installed barbecues are considered accessory structures, and fall under the requirements of Section 5 of these Standards.

**3.5 Birdhouses and Bird Feeders** - Two (2) decorative birdhouses (not intended for birds to inhabit) may be displayed in the planter bed adjacent to the front entry or on the front porch. Birdhouses intended for habitation and bird feeders are limited to the rear yard. A maximum of two (2) habitable birdhouses (not exceeding twenty inches (20'') in height, and two (2) bird feeders are allowed in the rear yard only.

**3.6 Chimes** - One (1) set may be installed under the covered front porch and up to two (2) sets in the rear yard. No chimes should be audible from inside neighboring homes when doors and windows are closed. This requirement will be enforced upon neighbor complaint.

**3.7 Dog Houses** - A maximum of two (2) dog houses are permitted. They must be located within the back yard fencing and fully screened from public view or other lots. Dog houses are considered accessory structures and must comply with the location, screening and construction requirements as shown in Sections 5.1 and 5.2. Any other type of animal pens of any kind such those used to pen hens, chickens, goats, etc. are prohibited.

**3.8 Flags and Flagpoles** – Flags and flagpoles may be flown, installed and maintained only in accordance with LAKE FOREST's Flag Display Rule.

**3.9 Front Door Wreaths and Religious Displays** - One (1) temporary holiday wreath or religious display is allowed on the front door so long as it does not exceed three feet (3') in diameter and complements the color scheme of the home. Any departure from this standard requires ACC approval. The display must be seasonally appropriate, and must be in good repair (no fading, tears, etc.). The display must comply with the maximum display duration requirements set forth in Section 3.12. Long-term or permanent exterior display of religious item(s) is permitted without ACC approval only at the entry door. In addition, (a) the display must be motivated by the resident's sincere religious belief and (b) the display shall not (i) exceed 25 square inches in the aggregate for all religious displays on the door/doorframe, (ii) threaten public health/safety, (iii) violate a law, or (iv) contain offensive language or graphics.

**3.10 Garden Hoses and Hose Reels** - Publicly visible garden hoses of a bright and/or florescent color are not allowed. Wall-mounted garden hose reels must not exceed four feet (4') in height measured from finished grade (including hose attached) and must be mounted on the side of the home adjacent to the hose bib. Portable, standalone garden hose reels are permissible. Garden hoses and portable sprinklers must be properly stored and generally out of public view when not actively in use. Depending on visibility from public view, the Reviewer may require landscape screening.

**3.11 Hanging Foliage Baskets** - Hanging foliage baskets must match, blend or complement the color scheme of the home, and must be limited in quantity, style, and size in a manner in keeping with good taste, and the special requirements and limitations of the area where they are hung. The general recommendation is that no more than two (2) hanging baskets may be displayed on the front porch and up to four (4) on the rear of the home. All hanging baskets must be maintained with living plants or appear to be living plants from the public view. Living plants must be kept in good condition. The Reviewer may require that hanging baskets be removed if plants are in poor condition or have died.

### **3.12 Holiday Lights and Decorations**

- A. Winter holiday lights and decorations may be displayed on the exterior of the home no sooner than November 15, annually. All winter holiday lights and decorations must be removed no later than January 15, annually.
- B. Homes and yards may be decorated for other holidays but no sooner than fourteen (14) days before the date of the holiday and all decorations must be removed no later than seven (7) days after the date of the holiday.
- C. Holiday lights may be of the static or twinkle variety. Holiday lights must not be set to "flash mode", except for synchronized holiday light displays that have received the prior written approval of both the ACC and the Board. In reviewing owner applications for synchronized holiday light displays, the ACC and the Board will take into account whether neighbors have consented to the display. Owners are therefore encouraged to submit proof of neighbors' consent to synchronized holiday light displays along with their applications for such displays.
- D. All decorations must be in good taste and in good repair.

### **3.13 Outdoor Furniture**

- A. Front porches may be furnished with a combination of chairs, porch swings, porch benches and a table so long as the amount of furnishings can be comfortably situated in the porch area and is aesthetically pleasing. Outdoor furniture shall be limited to such types as are designed and intended for permanent outdoor use. Beach chairs, folding chairs, plastic furniture and other such portable, temporary furnishings are not allowed to be in public view.

- B. In general, outdoor furniture shall be black, brown, forest green, and bronze, or a natural wood color. Outdoor furniture should not be prominent or a focal point on the front of the home. All outdoor furniture must be well maintained and in harmony with the exterior design and color of the home.
- C. Outdoor furniture shall not be located in the front yard or visible side yard on any lot.
- D. Table umbrellas are acceptable for the rear yard only. Name brands or other advertisements on umbrellas are prohibited without Reviewer approval. Umbrellas that become faded, torn or in any other way deteriorated must be removed or replaced.

**3.14 Portable Play Houses** - Portable play houses that do not exceed a height of five feet (5'), such as multi-colored plastic play houses designed for toddlers and young children, are allowed in the rear yard only (please refer to Sections 5.1, 5.2, and 5.11 for larger permanent play structures). Where visible from public areas, a Review Package is required and the Owner may be required to screen the play structure from view with landscaping. Only one play house, fixed or portable, is allowed for each lot. Exceptions must be approved by the Reviewer.

**3.15 Portable Children's Pool** - One temporary plastic or inflatable children's pool not to exceed a diameter of eight feet (8') or a height of two feet (2') is allowed in the rear yard only (please refer to Section 6.6 for permanent in-ground pools). If visible from public areas, pools must be removed during the off-season, specifically, between October and March.

**3.16 Potted Plants** - Pots visible from public areas must match, blend or compliment the color scheme of the home and must be planted with living plants. The numbers of pots must be limited in quantity, style, and size in a manner in keeping with good taste, and the special requirements and limitations of the area where they are placed. The general recommendation is no more than two (2) on the front entry steps and up to four (4) additional pots on the front porch.

**3.17 Rain Barrels** - Rain barrels and other rain harvesting equipment may be installed and maintained only in accordance with LAKE FOREST's Rain Water Harvesting Rule.

**3.18 Signs** - No sign of any kind may be displayed to the public view without the prior written approval of the ACC except as allowed by this rule. See also Declaration §4.7(n)(8)(q). The City of Round Rock has strict ordinances pertaining to signs, which cannot be superseded or waived by the COMMUNITY HOMEOWNERS' ASSOCIATION OF LAKE FOREST, INC.. (Round Rock TX, Code or Ordinances Part II Chapter 30 - Signs) All signs must comply with City regulations. Per those regulations, all signs must have a minimum setback of 3 feet from the property line.

- A. All signs must be commercially produced or an approved equal.
- B. All signs shall be structurally sound and well maintained.
- C. ONLY the following signs are acceptable:
  - 1. For Sale, For Lease or For Rent and Open House Signs
    - a. Temporary signage for the sale or lease of real property in Lake Forest may be utilized so long as the signage complies with and is consistent with the provisions of City of Round Rock Ordinances, and is not more than 5 square feet.
    - b. The sign must be removed within two (2) working days following the closing of the transaction or the termination of the offering.
    - c. Signs are not allowed in the back or side yards when visible from public areas, nor may they be placed on LAKE FOREST common areas.
    - d. Signs, flags or any political or offensive symbols are not allowed to be displayed in any window of the home.
    - e. Open House Sign requirements are as follows:
      - 1) One (1) temporary Open House sign may be placed in the front yard of the lot on the day of the open house.
      - 2) A maximum of one (1) directional Open House sign may be displayed at each intersection of streets where there is a change in direction up to a maximum of five (5) directional signs.

- 3) Open House signs shall comply with any size and installation requirements specified by the City of Round Rock Ordinances.
3. Open House signs are allowed only on the day of the open house. Open House signs must not be installed any sooner than two (2) hours before the open house and must be removed within two hours of the close of the open house. Open houses are allowed any day from 10:00 a.m. to 5:00 p.m.
4. Name Plaque Signs and School Spirit Signs
 

One (1) Name Plaque sign shall be allowed so long as it does not exceed a maximum face area of two-foot square (2' x 2') and must be installed on or adjacent to the front door or planter area adjacent to the front entry. If installed in the planter area adjacent to the front entry, the post or stake the sign is installed on must be black metal or wood not exceeding two inches (2") in width and the overall height of the sign installation must not exceed three feet (3') measured from finished grade.

A maximum of two (2) School Spirit signs, displaying a school name and a child's name and recognizing academic or athletic achievement, are allowed per home.
5. "No Soliciting" Signs - One (1) "No Soliciting" sign may be posted near or on the front door. Any such sign shall not exceed a size of twenty-five (25) square inches.
6. Political Signs
  - a. One (1) political sign per candidate/per office or per ballot item, no larger than 4' x 6' is permitted to be installed in a lot's front yard for elections only. Signs must be ground-mounted, and not attached to any vegetation, vehicle, trailer, structure, or object. No political signage is allowed on fencing, (including, without limitation, fencing located on LAKE FOREST common areas) or in windows.
  - b. Political signs shall comply with the City ordinance on political signs.
  - c. Political signs may be posted not more than ninety (90) days prior to the election and must be removed within two (2) days following the election.
7. Security Signs
 

One (1) security sign is allowed in the front yard planter adjacent to the front entry. Security signs shall have a maximum face area of two (2) square feet.
8. Vendor/Contractor Signs
 

Vendor/contractor signs are prohibited in front yards. The association recognizes that vendors and contractors may occasionally place signs advertising their services in owners' yards while performing work on a residence; however, it is the owner's responsibility to ensure that any such signs are promptly removed.

### 3.19 Statuary

- A. One (1) piece or one matched pair of statuary, comprised of metal or stone appearance, not exceeding three feet (3') in height from the finished grade may be installed in a planter bed in the front of the property. Statues, monuments, ornaments, water features or similar objects taller than three feet (3') in height that are visible from public view are not allowed unless approved by the Reviewer. Objects considered "statuary" are works of art, rather than garden accessories. They must be of a subject matter appropriate for the Lake Forest neighborhood.

### 3.20 Water Features

- A. One (1) water feature is allowed in the front of the home. The term "water feature" includes a pond, water fountain or birdbath.
- B. A pond no larger than nine (9) square feet in size may be installed in a planter bed adjacent to the front entry of the home. Ponds must be well-maintained, with no overgrowth of algae, and may not emit odors detectable from adjacent properties. The liner of the pond must be concealed by stone or landscaping.
- C. Fountains may be installed in a planter bed adjacent to the front entry, must have a natural stone or metal finish, and may not exceed four feet (4') in height from the finished grade. The fountain should be kept in good repair, with no overgrowth of algae. The sound of the fountain in either the front or rear yards, when running, should be negligible at the property line and inaudible from inside adjacent homes.
- D. A birdbath may be installed in a planter bed adjacent to the front entry of the home. The birdbath must have a stone or metal finish, and be less than 4 feet (4') in height from the finished grade. The birdbath should be kept in good repair, with no overgrowth of algae.

**3.21 Trash Containers and Recycling Bins** - Trash containers and recycling bins must be stored inside the garage, behind shrubbery, or behind a screening fence in the side or back yard so that the trash container is not visible from public street view. Fences constructed for the purpose of screening trash containers or recycling bins must obtain the approval of the Reviewer.

**3.22 Woodpiles** - Woodpiles are permitted only in the rear yard and shall be screened by adequate planting and/or fencing so as to be concealed from view of neighboring properties and streets. Woodpiles are not to be placed adjacent to perimeter fencing. No woodpiles are permitted within view of public areas.

**3.23 Metal Yard Art** – All metal yard art, including, but not limited to items such as fence- or tree-hanging ornaments, decorative art poles, and other metal garden accessories, etc., must receive the prior written approval of the ACC. The ACC may, in its discretion, require the removal of any unapproved metal yard art.

**3.24 Items Not Allowed** - This Section of the Architectural Standards is to notify Owners of items not allowed in order to assist them with architectural and aesthetic compliance. Items not allowed are not limited to only the items represented in the following list at the current printing of these Architectural Standards and the Reviewer may add to or modify the list at any time. Prohibited items must not be visible from public areas, or exceed the height of the fence, whichever is more restrictive. Unless provided for elsewhere in this document, the following items are not allowed in Lake Forest without the specific written approval of the ACC:

- A. Accessory buildings and structures, including greenhouses, sheds, storage buildings, etc., or dog houses exceeding five-feet (5') in height measured from finished grade or that are visible to the public view.
- B. Chain link, chicken wire, or similar wire fencing.
- C. Diagonal and horizontal fencing.
- D. Visible boats.
- E. Mobile homes, travel trailers, horse or cattle trailers, recreational vehicles, or other similar vehicles which are visible to the public view for a period exceeding 48 (cumulative) hours in any seven day period.
- F. Visible boxes, bags, wood pallets, stored brick, stone, wood, or other commercial or construction materials
- G. Garage conversions whereas converting a garage into living, working or storage space so that the garage would no longer be capable of meeting the parking requirement of at least two (2) vehicles.
- H. Driveway-parked vehicles may not block the sidewalk walkthrough.

## **SECTION 4 – LANDSCAPE STANDARDS**

### **4.1 Intent**

The general intent of the Landscape Standards is to engender, maintain and increase property values through the established landscape plantings requirements. The object is to create an orderly planned landscape utilizing the minimum standards set in these Architectural Standards. At no time should trees or large shrubs be planted or allowed to grow so as to come in contact with any permanent structures on the lot or on neighboring lots, including the home, fences, or accessory structures, in a manner that may damage the structure. At all times, landscaping must be appropriately pruned so that it does not obstruct the view of the home address numbers displayed on residences.

### **4.2 Submittal Requirements**

Any change to the landscaping requires the submittal of a Review Package and approval by the Reviewer prior to any work taking place, except that owners desiring to install or replace plant material on their lot that does not include changing the dimensions or pattern of their current planter beds, creating new planter beds, or adding any hardscape may do so without the necessity of Reviewer approval if the plant material is named in the Preferred Plant List (Section 4.8) and complies with the following minimum landscape requirements. Otherwise, plans must be submitted for approval. The plans must include a to-scale design plan, as well as details on the types of plants, the ground covers (including color and materials), weed barriers, the bordering material(s), the hardscape materials (including color), setbacks, irrigation system, and dimensions (dimensions of beds, approximate size of plants, size of any rocks, and other such details.) It is recommended but not required that plans be drawn by a licensed landscape architect to increase the chance of approval of plans without changes being required.

### **4.3 Foundation Plants and Planting Beds**

- A. To promote their growth and health, all plantings should be planted with the appropriate topsoil, additives and fertilizer mixtures. The use of only onsite soil is not recommended. The goal of foundation plantings is to screen any exposed underpinning as well as give the home a more established appearance.
- B. Planting beds are recommended to be curvilinear, for a more natural appearance. Avoid planting shrubs in a straight line at the foundation of the home at a constant distance from the foundation. Larger shrubs should be placed in the rear of the bed near the home foundation. Smaller shrubs and ground cover should be placed in the front of the bed. Groupings of shrubs of the same species and color provide a substantial look.
- C. Large trees and shrubs should be planted no closer to the foundation than five feet (5') beyond the drip line of a mature tree.
- D. No bare ground visible to the public is acceptable except as expressly allowed in these rules. Mulch must be maintained in all plantings beds and tree wells; at least (2") of shredded hardwood mulch. Although mulch around trees promotes good tree health and is aesthetically attractive, mulch may be replaced with sod around trees after the trees have been planted for one (1) year. However, it is recommended that trees be planted for a minimum of two (2) years before replacing mulch with sod to help ensure a well-established root system.

### **4.4 Lawns/Grass**

- A. All yards visible to the public, such as front yards shall prior to initial occupancy be fully sodded with a warm-weather, drought-tolerant grass and in compliance with any applicable City of Round Rock codes, unless a xeriscape plan is approved and implemented prior to occupancy. Examples are Zoysia, Bermuda, a few select varieties of others such as St. Augustine Floratam, and other suitable grasses that may be developed over time. Buffalo grass is specifically prohibited in lawns of the LAKE FOREST community. The City of Round Rock does not classify most St. Augustine a drought-tolerant grass. Yards that are cited because more than half (50 percent) of their turf has died from disease, lack of maintenance, or water issues must either:
  - 1. Strip and resod the entire visible portion of the yard with an approved turf grass; or
  - 2. Propose a plan to the AC to bring the turf back to health in a specified, agreed amount of time. The proposed plan must be approved by the AC.
- B. Yard areas not visible to the public shall be fully cultivated with listed grass, gardens or ground cover, or approved and implemented xeriscaping plan within forty-five (45) days of the home closing. All yards

shall be maintained to prevent erosion and displacement of soil onto neighboring property. Finished homes not sold shall have some form of adequate erosion and runoff control for rear yards.

- C. All yards shall be weeded regularly. No more than twenty (20) square feet or five percent of front yard area (whichever is less) shall be comprised of weeds. Similarly, on a corner lot, no more than twenty (20) square feet or five percent of the street-side yard (whichever is less) shall be comprised of weeds.
- D. **Length:** Grass shall be cut regularly so that it does not exceed four inches (4") in length for a period of more than seven (7) consecutive days and length shall never exceed six inches (6").
- E. **Density/Cover:** Areas of dead grass and bare spots in the front or yard shall aggregate no more than forty (40) square feet or 10 percent of yard area, whichever is less. The front yard is the area from the street to the front of the residence, along the full width of the lot. On corner lots that have a street-side yard, areas of dead grass and bare spots on the street-side yard shall aggregate no more than forty (40) square feet or 10 percent of street-side yard area, whichever is less.
- F. **Edging:** Grass along curbs, driveways, and sidewalks shall be regularly edged to within one inch (1") of the concrete edge. Grass runners shall not exceed fifteen inches (15") in length, nor shall there be more than six (6) runners more than four inches (4") in length along any linear foot of curb, driveway, or sidewalk. Yard clippings or tree debris must be swept, raked, or blown away from the street.
- G. **Watering:** All new construction shall install automatic irrigation systems in the front and other publicly visible yards. All landscape shall be watered sufficiently to maintain a normal green and healthy appearance. Reduced watering and browning of the grass is only authorized during emergency water conservation periods officially declared by the City of Round Rock.

#### 4.4.5 Xeriscaping

**Philosophy:** Xeriscaping means using native and adaptive plants that can grow and sustain themselves with low water requirements and tolerate heat and drought conditions. Xeriscaping does not mean zero water and zero maintenance. The Association will allow, subject to compliance with these rules, the use of drought-resistant landscaping and water conserving natural turf.

**Approval for changes, plan submittal:** Prior to initiating any change in the visible landscape, the homeowners must submit plans and specifications detailing the proposed installation. The request must include a to-scale design plan, as well as details on the types of plants, the ground covers (including color and materials), weed barriers, the bordering material(s), the hardscape materials (including color), setbacks, irrigation system, and dimensions (dimensions of beds, approximate size of plants, size of any rocks, and other such details.) It is recommended but not required that plans be drawn by a licensed landscape architect to increase the chance of approval of plans without changes being required. The Architectural Control Committee (for the purposes of this rule, the "Committee") may request additional information or changes to the plans before final approval. Installation of any proposed xeric landscape may not begin until the Committee has approved the request.

**Design requirements:** Color and texture of the planted areas and inert areas are an important design aspect. Color and texture should be seen to flow neatly from one area of the yard to another. Extensive areas of "desert" or "barren" appearance must be avoided in order to preserve the aesthetic compatibility with the neighborhood. Large areas may not be composed of a single material; for example any areas of bare mulch must be interspersed with plants. The Committee may in its discretion prohibit water features, urns, and other man-made ornamentation. The xeriscape landscaping may not alter drainage patterns on a Lot, and owners must ensure that no crushed granite or other such runoff runs into a neighboring Lot or the street.

Soils in xeriscape areas should either be altered to fit the plants, or plants selected to fit the soil. Efficient irrigations systems must be planned. Irrigation for xeriscapes zones must be different than for turf zones. Owners should select plants and zones in accordance with the amount of light, wind and moisture in the particular yard area. Organic mulches such as bark chips must be applied at least 3" deep and maintained at all times at least 2" deep. Inorganic mulches such as crushed rock must be applied at least 3" deep and maintained at all times at least 2" deep.

Any hardscape areas (e.g. areas of mulch, decomposed granite, or other such ground cover) must contain an appropriate weed barrier. Xeriscaping may not alter established drainage patterns.



**Turf Grass:** At least 60% of the visible lawn area of the homeowner's property must contain some form of sodded grass. At least 60% of all lawn area not visible (back yard, fenced side yard, etc.) must contain some form of sodded grass. The exact requirement of the turf may vary from property to property and is dependent on the specific plan submitted.

Homeowners should consider replacing any "thirsty" turf grasses in place such as St. Augustine with turf that has lower water requirements.

Artificial turf is prohibited absent a variance from the Committee, which may be granted or denied in the sole discretion of the Committee. However the Committee shall have no authority to approve artificial turf in any area between the front-most building line of a Lot and the street.

The Committee may approve artificial turf on a case-by-case basis depending on the situation of the Owner.

**Plants:** It is recommended to use plants adapted to the pH soil conditions created by the non-turf materials used. i.e., don't use acid loving plants along with alkaline crushed limestone covering, whereas acid loving plants would do well with a ground hardwood mulch covering and native plants would do well with limestone or crushed granite. Sickly and dying plants must be promptly removed or replaced.

**Hardscapes, rock, gravel, cactus:** The Committee may prohibit or limit the size and number of hardscape items including boulders. The Committee may prohibit or limit installation of rock ground cover (including gravel, and crushed stone). The Committee may prohibit or limit installation of cacti.

**Borders:** Non-turf planted areas must be bordered with an approved bordering material to define the xeriscaped area clearly from turfed areas. Such areas must be kept maintained at all times (plants trimmed and thinned, planted areas weeded, and borders edged) to ensure an attractive appearance. No plants may encroach onto sidewalks, curbs, or streets.

**Safety:** No plant with thorns, spines, or sharp edges may be used within 6' of a sidewalk or street.

**Maintenance:** Xeric landscapes are subject to the same requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Xeriscape designs are not intended to be "zero maintenance"; in fact they often require more effort than turf throughout the year. Plants must be trimmed, beds must be kept weed-free and borders must be edged. Leaves and other debris must be removed on a regular basis so as to maintain a neat and attractive appearance. Perennials which die back during winter must be cut back to remove dead materials during winter. This includes most ornamental grasses and other flowering perennials which go dormant to the ground in winter.

#### **4.5 Bushes/Hedges/Vines/Ground Cover**

- A. All bushes, hedges, ground cover and vines shall be maintained and trimmed regularly to maintain a healthy and well-groomed appearance. Dead growth such as limbs, palm branches, and decorative grasses shall be trimmed or removed promptly. They shall not block or obstruct any part of any sidewalk, street, driveway, or mailbox. Vines or climbing plants shall be limited to trellises, pergolas, and fences wholly owned by the property owner, and shall not be allowed to climb more than three feet up other structures, bushes, or trees. *Plants, trees and vines shall not be allowed to grow on, through, or in any other way endanger or damage the LAKE FOREST-maintained fencing or neighboring fencing throughout the community.* Owner shall be held responsible for damage caused by such growth. Plants must not be planted or allowed to grow within five feet (5') of any fire hydrant or signs.
- B. **Corner Lots:** As per the City of Round Rock Ordinance it shall be unlawful for either the owner or the occupant of any corner lot in the city to place, maintain or permit any plant higher than two feet (2') above the ground. This includes all property ten feet (10') back from the curb line and forty feet (40') on either side from the street corner intersection of the curb lines.
- C. **Xeriscape:** Xeriscape landscaping may only be installed with the prior written approval of the ACC and must be in accordance with the guidelines outlined in LAKE FOREST's xeriscaping rules (Section 4.4).

- D. Devil strip/Nuisance Strip/ROW:** This urban dictionary term refers to the grassy area between the street and sidewalk. Texas State law now requires that any (new landscaping) strip of land less than 48" wide only be irrigated by drip (including the devil strip). This section of the yard shall be turf grass unless xeriscaping or other parcel-specific landscaping is approved. Planted beds in the devil strip must be maintained free of weeds and debris and the exposed ground must be covered with mulch or dark colored rock. If the owner fails to maintain these standards for planting beds in the devil strip, the owner may be required to fully sod the area with turf grass.

#### **4.6 Trees**

##### **Trimming and Debris Removal**

1. All trees shall be trimmed to keep limbs from blocking or obstructing any part of any sidewalk, street, driveway, or mailbox. The City requires minimum clearance of twelve feet (12') above the street level at the nearest curb line and eight feet (8') above any public sidewalk.
2. Dead trees, as well as dead limbs that overhang any sidewalk, street, or neighboring property, shall be promptly removed. Dead growth such as tree limbs, palm or banana tree branches shall be removed promptly. Stumps shall be removed, ground-up below surrounding ground level, or cut down to within two inches (2") of the surface of the ground and concealed with ground cover.
3. Undergrowth: Growth and planting under trees and at the base of trees shall be well-groomed and free of debris and weeds. Vines shall not be allowed to climb the trees more than three feet (3') up the trunk.

#### **4.7 Planting Beds / Grass Edges**

- A. Planting bed edging is encouraged for maintenance purposes and to define the shape of planting beds.
- B. Masonry edging that will be conducive to easy maintenance with string line trimmers ("weed eaters") or powered edgers is recommended. Masonry edging can be poured or extruded concrete curb, mortared brick or stone blocks, or unmortared large and adequately-buried stone blocks (e.g. 6"x8"x16")
- C. Plastic or metal edging material shall be buried sufficiently so as to project no higher than the mown grass and mulch adjacent to the edging (concealing the border).
- D. Railroad ties, landscape timbers, scalloped concrete borders, unmortared brick borders, slanting brick borders, river rock, rubble or other unfinished materials are not allowed

**4.8 Minimum Landscape Requirements** - All new construction lots shall be landscaped with a minimum number of trees and shrubs of the sizes and types specified in the following applicable tables, unless ACC-approved xeriscaping is installed pursuant to LAKE FOREST's 2013 xeriscaping rules. Existing homes that have not installed ACC-approved xeriscaping should use these tables as minimum goals for landscaping plans

Interior Lots – Front Yard					Corner Lot – Front yard				
	Trees	Shrubs				Trees	Shrubs		
Lot Width	25 Gal	15 Gal	5 Gal	1 Gal		25 Gal	15 Gal	5 Gal	1 Gal
55-64	2	2	15	30		2	2	10	20
65-74	3	2	15	30		3	2	10	30
75-84	3	3	20	40		3	3	20	40
85-99	4	3	25	50		4	3	25	50
>100	4	4	30	60		4	4	30	60

Corner Lots – Side Yard – Side Entry Garage					Corner Lots – Side Yard				
	Trees	Shrubs				Trees	Shrubs		
Lot Width	25 Gal	15 Gal	5 Gal	1 Gal		25 Gal	15 Gal	5 Gal	1 Gal
55-64	1	1	10	15		1	1	15	20
65-74	1	2	15	20		2	2	15	20
75-84	1	2	15	20		2	2	20	25
85-99	2	2	20	25		2	2	20	25
>100	2	3	25	30		2	3	25	30

#### 4.9 Preferred Plant List

- A. The plants listed below are the desired plant materials for LAKE FOREST homes. Every effort should be made to adhere to these plants in the landscape design for every lot. Owners replacing existing plant material or installing new plant material on their lot strictly from the list below may do so without the necessity of AC approval.
- B. Other plant material not on the below list may be considered for approval by the AC. A Review Package is required to be submitted and approved prior to its installation.
- C. High maintenance plants such as banana trees, bamboo, certain palm trees, vines, and decorative grasses are discouraged. If selected, the owner agrees to prompt maintenance and removal of dead branches or excessive or invasive growth.
- D. Recommended Tree Species for Central Texas - You increase your chances of success by choosing a tree appropriate for this area. Native species or well-adapted non-native species usually do better because they are well suited to our soil and can live well our climate. Though all newly planted trees require watering for the first year or two, native and adaptive species are more drought resistant once they are established. Refer to the recommended species list below for recommended trees for this area.

### Large Trees Species (mature height 40 feet or more)

Bur Oak, <i>Quercus macrocarpa</i>	Mexican Sycamore, <i>Platanus mexicana</i>
Live Oak, <i>Quercus virginiana</i> (fusiformis)	Eastern Black Walnut, <i>Juglans nigra</i>
Chinquapin Oak, <i>Quercus muehlenbergii</i>	Deodar Cedar, <i>Cedrus deodara</i>
Shumard Red Oak, <i>Quercus shumardii</i>	Southern Magnolia, <i>Magnolia grandiflora</i>
Monterey (Mexican white) Oak, <i>Quercus polymorpha</i>	Italian Stone Pine, <i>Pinus pinea</i>
Cedar Elm, <i>Ulmus crassifolia</i>	Post Oak, <i>Quercus stellata</i>
Chinese (Lacebark) Elm, <i>Ulmus parvifolia</i>	Bald Cypress, <i>Taxodium distichum</i>
Pecan, <i>Carya illinoensis</i>	Montezuma Cypress, <i>Taxodium mucronatum</i>

### Medium Trees (mature height 25-40 feet)

Texas (Spanish) Red Oak, <i>Quercus buckleyi</i>	Carolina Cherry Laurel, <i>Prunus caroliniana</i>
Lacey Oak, <i>Quercus laceyi</i>	Eldarica (Afghan) Pine, <i>Pinus eldarica</i>
Arizona Cypress, <i>Cupressus arizonica</i>	Callery Pear "Aristocrat", <i>Pyrus calleryana</i> cultivar
Goldenrain Tree, <i>Koelreuteria paniculata</i>	Texas (Little) Walnut, <i>Juglans microcarpa</i>
Mesquite, <i>Prosopis glandulosa</i>	Chinese Pistache, <i>Pistacia chinensis</i>
Western Soapberry, <i>Sapindus drummondii</i>	Texas Ash, <i>Fraxinus texensis</i>
Escarpment Black Cherry, <i>Prunus serotina</i> ssp. <i>eximia</i>	Eastern Red Cedar, <i>Juniperus virginiana</i>
Bigtooth Maple, <i>Acer grandidentatum</i>	

### Small Trees (mature height 8-25 feet)

Crape Myrtle, <i>Lagerstromia indica</i>	Possumhaw Holly, <i>Ilex decidua</i>
Texas Redbud, <i>Cercis canadensis</i>	Carolina Buckthorn, <i>Rhamnus caroliniana</i>
Mexican Plum, <i>Prunus mexicana</i>	Eve's Necklace, <i>Sophora affinis</i>
Mountain Laurel, <i>Sophora secundiflora</i>	Flameleaf Sumac, <i>Rhus copallina</i>
Mexican Buckeye, <i>Ungnadia speciosa</i>	Texas Pistache, <i>Pistacia texana</i>
Yaupon Holly, <i>Illex vomitoria</i>	Loquat, <i>Eriobotrya japonica</i>
Texas Persimmon, <i>Diospyros texana</i>	Wax Myrtle, <i>Myrica cerifera</i>
Vitex, <i>Vitex</i> spp.	Texas Madrone, <i>Arbutus xalapensis</i>
Desert Willow, <i>Chilopsis linearis</i>	Chitalpa, <i>Chilopsis x Catalpa</i>
American Smoke Tree, <i>Cotinus obovatus</i>	Rough-Leaf Dogwood, <i>Cornus drummondii</i>
Blanco Crab Apple, <i>Pyrus ioensis</i>	

Shrubs	
Abelia – Abelia grandiflora	Italian Jasmine – jasminum humile
Banks Rose – Rosa banksias	Maiden Grass – Miscanthus sinensis
Dwarf Crepe Myrtle – Lagerstromia indica	Muhly Grass – Muhlenbergia lindheimeri
Dwarf Pittosporum – Pittosporum tobira ‘Wheeleri’	Oleander – Nerium oleander
Dwarf Wax Myrtle – Myrica cerifera	Pineapple Guava – Feijoa sellowiana
Dwarf Yaupon – Ilex vomitoria ‘Nana’	Possum Haw – Ilex deciduas
Dwarf Burford Holly – Ilex cornuta ‘Burfordii Nana’	Primrose Jasmine – Jasminum mesnyi
Green Cloud Sage – Leucophyllum frutescens	Variegated Pittosporum – Pittosporum tobira ‘Variegata’
Indian Hawthorn “Clara” – Raphiolepis indica	

Ground Covers	
Algerian Ivy – Hedera canariensis	Honeysuckle – Lonicera japonica ‘Atropurpurea’
Asian Jasmine – Trachelospermum asiaticum	Japanese Star Jasmine – Trachelospermum japonica
Carolina Jessamine – Gelsemium sempervirens	Lily Turf – Liriope muscari
Chinese Wisteria – Wisteria sinensis	Monkey Grass – Mondo japonica
Climbing Fig – Ficus pumila	New Gold Lantana – Lantana camara ‘New Gold’ (poisonous if ingested)
Creeping Rosemary – Rosmarinus sp.	Trumpet Vine – Campsis radicans
English Ivy – Hedera helix	

Annuals & Bulbs - All are acceptable – below is a recommended list		
Spring & Summer		Fall & Winter
Amaryllis	Periwinkle (Vinca)	Chrysanthemum
Begonias	Petunias	Daffodil
Bluebonnet	Portulaca	Pansies
Daylily	Purslane	Tulip
Dusty Miller	Rain Lily	
Impatiens	Salvia	
Lily of the Nile	Verbena	
Marigolds		

## **SECTION 5 – MINOR IMPROVEMENTS**

The following minor improvements require the submittal of a Review Package to the AC. The Reviewer must approve the Review Package prior to construction, installation or any other type of work taking place.

**5.1 Accessory Structures:** Accessory structures are any structure not attached to the house, temporary or permanent, which is proposed to be built or placed on the property. This includes structures such as detached garage, tool shed, gazebo, cabana, arbor, play structure, dog house, etc. The standards governing Accessory Structures herein are a balance between allowing a variety of small, less expensive structures, and keeping the neighborhood from being unsightly, with cheap looking accessory structures that can be seen from public or neighboring view. Any storage shed, play structure, gazebo, cabana, or other accessory structure that is taller than the surrounding fencing or can be seen from public areas because of open fencing or terrain changes shall have the appearance of being designed and built as part of the original house similar to a detached garage (except play sets).

- A. Structures shall not encroach on any building setback.
- B. Structures shall not extend into any easement without prior written approval of entities granted rights by said easement.

### **5.2 Auxiliary Buildings, Play Houses and Storage Sheds (See also Declaration §4.7(n))**

- A. Storage buildings and sheds are not allowed unless they are proposed to be installed within the fenced and screened rear yard and are no higher than 8' high measured from finished grade. All storage buildings and sheds must be sided in masonry, which must be of the same type and color as the masonry on the home, and must otherwise comply with Declaration §4.7.
- B. Playscapes may not exceed 14 feet high and 20 feet long. Play houses may not exceed 6 feet high and 6 feet wide. Trampolines may not exceed 14 feet high.

### 5.3 Basketball Goals

A. Definition: A basketball goal refers to the net, rim, backboard, and holding structure used to play basketball.

B. Condition: Goals must be kept in good repair.

1. Backboards shall be one solid piece (not cracked or broken) and of a quality material that you would find on a commercial basketball goal (fiberglass, Plexiglas, etc.) Wood backboards are specifically prohibited as they are subject to weather decay.
2. Nets shall be replaced when necessary. If the nets are worn, broken, and can no longer attach to the rim properly, they need to be replaced.
3. The rim of the goal should be as it was when bought, free of bends and damage. If the rim is bent, it needs to be replaced.

C. Mounting: The structure holding the goal shall be metal, preferably of the variety that would accompany a goal bought from a retail store. Goals may be attached to permanent or moveable type poles only. Under no circumstances may a goal be attached to a house.

D. Location:

- a. Permanent goals must be ACC approved and must be out of the line of sight; not visible from the street or common areas.
- b. Temporary goals must be stored upright and out of the street and on the residence, and properly maintained.

**Caution:** Digging to bury a mounting pole can easily damage underground utilities. Avoid underground utility easement areas and water and utilities to the house. Contact the utility locating service prior to digging in easements. The utility lines are not as deep as you might think.

### 5.4 Covered Patios, Arbors, and Gazebos

- A. Covered patios, arbors and gazebos shall be designed in harmony with the architecture of the home.
- B. Covered patios, arbors and gazebos shall be built no closer than the plat setback lines.
- C. The proposed materials, masonry, roof pitches and colors must match those of the existing home (wood, stone, brick, paint colors, etc.)
- D. Materials, and/or colors approved in one area of Lake Forest may not be acceptable or appropriate in another area in order to remain in harmony and consistent with the original materials and colors established by the original builders.
- E. Plastic, split-bamboo, reed or other straw-like materials are not allowed. In general, metal and aluminum products are not allowed. However, consideration may be given to certain metal or aluminum products that are manufactured with the texture and appearance of wood or other natural materials or otherwise compliment and blend with the existing building materials and color scheme of the home.
- F. Wood structures that have an exposed foundation that is greater than two feet (2') in height and is exposed to public or neighboring view shall be covered with lattice or other decorative screening. Each lattice panel shall have a minimum thickness of 3/8-inch (3/8") and be framed.
- G. Conversion of a covered porch into a screened or otherwise enclosed porch requires AC approval prior to modifications.
- H. Structural roof supports for covered patios shall use masonry matching the front and sides of the first floor of the house. Cedar post supports are prohibited unless they specifically match the design on the front of the original house. Roof supports shall have solid foundations attached to the main foundation and suitable for supporting the roof addition.

### 5.5 Decks

- A. All decks must be constructed of durable wood or synthetic materials so that they are compatible with the home. Decks may be painted to match/blend with the color scheme of the house or stained with a clear or natural wood color translucent stain.
- B. Decks shall be built no closer than the plat setback line.
- C. Decks that are visible from public or neighboring view and have an exposed area below the deck that is greater than two feet (2') shall have the exposed area screened from view with lattice or shall be skirted with materials like those on the home. If lattice is used the thickness of the lattice members shall have a minimum thickness of 3/8-inch (3/8") and be framed. Landscaping is required to soften the appearance.
- D. Conversion of a deck or patio into a screened porch requires ACC approval prior to modification.
- E. Deck floors that exceed four feet (4') in height from the finished grade *at any location* must provide privacy screening from neighboring yards, either in the form of landscaping or structural addition, both of which must be submitted to the ACC for approval.

#### 5.6 Drainage and Rain Gutters

- A. When any additions, alterations, modifications or renovations are performed to a home or lot, the lot drainage shall not be altered.
- B. No one other than the ACC shall alter the natural established drainage on any lot in a manner that increases the drainage of storm water onto any adjacent property without consent of the Owner(s) of the affected property and the ACC. The owner must also accept and manage all natural drainage received from adjoining properties.
- C. All new or altered roofs shall drain to the ground solely within the deeded lot area. A roof or rain gutters shall drain into Owner's lot or approved drainage paths.
- D. Rain gutters and downspouts shall be integrated with architectural design in color, shape and location. Rain gutters and downspouts shall match the color of the trim.
- E. Downspouts on the front of the home are to be located to provide a clean, unobtrusive appearance and provide positive drainage away from the home.



### 5.7 Exterior Lighting

- A. Exterior lighting shall be installed in a manner that will not cause unnecessary light spill distraction, nuisance, or be unsightly.
- B. Ground lighting or decorative light fixtures are acceptable. Lights may be directed to illuminate home address number, walkways, architectural features such as columns, entries, chimneys, and landscape features. Decorative fixtures shall be of high-quality materials and workmanship and shall be in scale and style with the home.
- C. Front yard floodlights installed under a soffit, eave, etc., so that they are virtually screened from view and that has shrouds or covers that only expose the top (face) of the bulb may be permissible. If approved by the ACC, the floodlight fixture including the shrouds or covers must be painted to match the background color where attached. Clearly visible floodlights are prohibited from street side yards (front and corner side yards).
- D. Incandescent, compact fluorescent, low-voltage incandescent, metal halide, quartz and natural gas lights are allowed. Lighting may not be installed on the privacy fence or patio/pool fence.
- E. All directional lights, regardless of purpose, must be situated and shielded in such a way as to not shine directly onto the neighboring property.
- F. All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a nuisance to any adjoining or nearby Lot, and shall be subject to approval of the ACC.
- G. High-pressure sodium lights, except for subdivision streetlights, are not allowed.
- H. Mercury vapor security lights are not allowed when the fixture is visible from public view or from other lots. Mercury vapor lights, when used for special landscape lighting affect (hung in trees as up and down lights), are permissible with Reviewer approval.
- I. With the exception of temporary holiday lighting, colored lenses, colored light bulbs, fluorescent stick and neon lighting are not allowed.
- J. Holiday lights may not be substituted for landscape lighting, and are to be used only as part of holiday displays.

### 5.8 Exterior Paint and Stain Color Changes

- A. Repainting or staining to match original colors need not be submitted to the ACC for prior approval. An application for an exterior paint color change must be accompanied with samples for any proposed exterior paint or stain color change. The ACC may require a test sample to be painted at an inconspicuous location on the home if the proposed paint color has not been previously reviewed. The ACC may also require the submission of such additional information as may be reasonably necessary to consider any application. Color changes apply not only to the siding of the home, but also to doors, windows, shutters, trim, roofing and other appurtenant structures.
- B. Exterior colors for siding, stucco and trim must be confined to earth tones which are compatible with the natural environment. Colors for windows, doors, louvers, downspouts must match the trim color of the home.
  - 1. Exterior colors for single-family homes shall blend with and relate to the colors of other homes in the immediate areas. Colors that the AC determines to be outside the established color palette utilized in Lake Forest will not be approved.
  - 2. When repainting, only flat finishes are to be used. High-gloss finishes are permitted on trim and front entry doors only.

### 5.9 Fences

#### A. Fences - General

- 1. Fences shall be constructed of cedar, spruce or pine. Chain link and wire fences are prohibited. Any exception must receive prior ACC approval.

2. Owners replacing existing fencing must match the material, design, and color of the fence as originally installed.
3. The staining of any fence or any portion of a fence, including the color of such stain, must be approved in advance by the ACC pursuant to Section 4.11 of the CC&Rs. Please see the ACC's pre-approved color pallet before staining your fence or submitting your ACC application.
4. Proposed relocation of any fence or a change in any fencing materials requires ACC approval prior to any work taking place, including removal of the existing fence.
5. Owners are required to maintain their fences in a structurally sound and aesthetically acceptable condition. Owners are encouraged to periodically inspect their irrigation system to make sure the direction of sprinkler heads are pointed away from any fencing.
6. Fences shall be maintained. Any broken pickets shall be replaced. Significant discoloration of fencing, including irrigation damage or discoloration, must be repaired by re-staining or replacement.

#### **B. Fencing Setback**

1. No fence shall be built forward of the front wall line of any house erected on any lot.
2. On corner lots side fencing shall not extend beyond the front setback described in paragraph I and shall be within the property line on the side (normally ten feet (10') from the back of the curb) leaving sufficient space for planting buffer.

#### **C. Wood Fences**

1. Except for wooden Collector Fences on Village I and II Lots, all wood fences are to be constructed with six inch (6") wide, six foot (6') long pickets, posts, and posts and two (2) rails. Pickets are to be attached with eight (8) penny aluminum screw shank nails or better, on a string line guide. No used material is allowed.
2. All wooden Collector Fences on Village I and II Lots must be constructed of cedar wood, with a pattern of board on board construction using 1 inch by 6 inch plank cedar wood, with vertical metal fence supports located on the Residence side (as opposed to the street side of the fence). Wooden Collector Fences on Village I and II Lots may be treated with Penofin sealer or left in their natural condition. (See Declaration 4.12(e)).
3. All fences visible to the public shall have the finished side out.
4. Publicly visible wood fencing shall be stained to match the neighborhood fencing and sealed to prevent water staining. Within the yard and out of public view, an Owner may apply natural-hued paint, stain, or a clear sealant on the wood fence, avoiding adversely affecting the appearance of the neighbor's side of the fence due to bleed through.

#### **D. Fence Height – between 6' and 8' required (See Declaration §4.11)**

The following outlines the manner in which the ACC shall consider application of the fence height limitation and to provide for a process for consideration of waivers under the circumstances set out below, to wit:

1. Any earth build-up, stacked stones or similar structure within the setback of the property shall be considered by the ACC in determination of the height of a proposed fence or wall for which ACC approval is sought.
2. The fence or wall does not violate any City, County or State codes or safety standards.
3. Under no conditions can the height of the fence exceed the 8 foot height limit as measured on the uphill side of the fence or wall.

#### **E. Gates**

1. One three to four foot (3'-4') wide pedestrian gates may be placed in fence. Gate design, material sizes and color must match the metal fence standard. Double gates or drive through gates are generally prohibited, but may be granted a variance for special circumstances.
2. A second front yard fence gate may be proposed on the opposite side of the home where the builder installed the original front yard fence gate in order to have access on either side of the home.

### **5.10 Garage Doors**

- A. Garage doors must be consistent with the design of garage doors existing in Lake Forest.
- B. Garage doors must be painted to match the wood or trim color of the home. Cedar or other natural wood garage doors are not allowed.

#### 5.11 Large Play Structures

- A. One permanent play structures is permitted within the fenced rear yard (please refer to Section 3.14 for small portable play structures). No visible portion of the play structure shall be a closer than ten feet (10') from any fence line or property line. Landscape screening may be required to minimize the impact of the structure to neighboring properties and public view.
- B. In general, the footprint of the structure shall be no larger than two hundred fifty (250) square feet, with the maximum length being no more than eighteen-feet (18') in any direction. Larger play structures may be considered for approval on over-sized lots.
- C. Platforms of play structures shall not exceed a height greater than five-feet (5') from finished grade. In general, the maximum allowable height for the roof of the play structure is eleven feet (11') above the natural ground elevation of the nearest fence.
- D. Play structures shall be earth tone colors to blend with the environment and made of cedar, redwood, or treated wood. Metal play structures or swing sets are allowed if painted to similar earthtones as with the existing home.

#### 5.12 Satellite Dishes and Antennas

- 1. General. Satellite dish antennas with a diameter of one meter (39.37 inches) or less used to receive video (or other antennas whose installation is protected under Federal law or regulations) may be installed outside a home without prior approval from the Board or ACC, so long as the antenna is installed at the location with the highest placement priority (see Placement Acceptability Lists in paragraphs 2 and 3 below, as appropriate) that affords a viable signal and will not result in an unreasonable expense.
- 2. Placement Acceptability List: Interior Lots. The prioritized placement acceptability list for homes on interior lots is as follows:
  - 1) **Rear Yard Fascia**. Anywhere on the roofline fascia that faces the rear of the lot.
  - 2) **Lower Rear Portion of Roof**. On the portion of the roof that slopes toward the rear of the lot and within 15 feet of the rear roofline.
  - 3) **Side Yard Fascia (as far back as possible)**. On the roofline fascia facing either side of the lot, except that *the mounting location must be as close to the rear roofline as possible* while still permitting adequate signal strength.
  - 4) **Roof (as hidden as possible)**. Any location on the roof of the home, except that the mounting location *must be as hidden as possible from the front of the lot* while still permitting adequate signal strength.
  - 5) **Ground Mounted & Screened**. Ground-mount on the lot in an area that is not visible from the street, is wholly contained on the home owner's lot, and is appropriately screened from view.
  - 6) **Any Other Lot Location**. Any other location on the home or lot.
- 3. Placement Acceptability List: Corner Lots. The prioritized placement acceptability list for homes on corner lots is as follows:
  - 1) **Rear Yard Fascia (away from side street)**. On the roofline fascia that faces the rear of the lot *and* within 15 feet of the side of the home that does not face to a street.
  - 2) **Lower Rear Portion of Roof (away from side street)**. On the portion of the roof that slopes toward the rear of the lot, within 15 feet of the rear roofline, *and* within 15 feet of the side of the home that does not face to a street.
  - 3) **Side Yard Fascia (away from side street; as far back as possible)**. On the roofline fascia facing the side of the lot that does not face a street, except that the mounting

location *must be as close to the rear roofline as possible* while still permitting adequate signal strength.

- 4) **Roof (as hidden as possible).** Any location on the roof of the home, except that the mounting location *must be as hidden as possible from the front of the lot and the side of the lot that faces the street* while still permitting adequate signal strength.
  - 5) **Ground Mounted & Screened.** Ground-mount on the lot in an area that is not visible from a street, is wholly contained on the home owner's lot, and is appropriately screened from view.
  - 6) **Any Other Lot Location.** Any other location on the home or lot.
4. **General Applicability.** This rule applies prospectively from the date of adoption of these rules, but the owner of any antenna or dish installed prior to the adoption of this rule is requested to comply with this rule voluntarily for the benefit of the neighborhood. Replacement antennas or dishes (replacements of an antenna or dish installed prior to adoption of these rules) are *not* "grandfathered" and must comply with these rules. After the date of adoption of this rule, should an owner fail to install an antenna or dish according to the highest priority location noted above, upon request of the association, an owner must provide confirmation from an industry professional reasonably acceptable to the association that placement of the antenna at the location(s) higher on the priority list would have precluded a quality/viable signal or would have unreasonably increased the cost of installation. If evidence indicates that a quality/viable signal is achievable at a higher priority location, and the initial installation of the antenna or dish at this location would not have unreasonably increased the cost of installation over and above the cost of installation at its location, the owner must at the owner's expense move the dish or antenna to the highest priority location at which a quality/viable signal is achievable.

### 5.13 Screen Doors

Screen doors are not permitted on the front of homes. The purpose of this requirement is to highlight the beauty of the wooden doors within Lake Forest. Screen doors will be considered for approval for the rear of the home if the proposed screen door matches or blends with the color of the rear door or rear doorframe, although the ACC reserves the right to deny permission for such doors.

### 5.14 Skylights

Skylights shall not exceed three-feet (3') by five-feet (5') in size. Skylight frame and flashing must match the roof shingle color. Dome color must be white or clear.

### 5.15 Solar Panels

1. **Conflict with Other Provisions.** Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. **Prior Approval Required.** An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein. Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Committee. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
3. **Definition.** In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
4. **Prohibited Devices.** Owners may not install solar energy devices that:
  - a. threaten the public health or safety;
  - b. violate a law;
  - c. are located on property owned by the Association;
  - d. are located in an area owned in common by the members of the Association;
  - e. are located in an area on the property Owner's property other than:

- i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
    - ii. in a fenced yard or patio owned and maintained by the Owner;
  - f. are installed in a manner that voids material warranties;
  - g. are installed without prior approval by the Committee; or
  - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the Committee may require removal of any device in violation of this or any other requirement.*
5. **Limitations on Roof-Mounted Devices.** If the device is mounted on the roof of the home, it must:
- a. extend no higher than or beyond the roofline;
  - b. be located only on the back of the home – the side of the roof opposite the street. The Committee may grant a variance in accordance with state law if the alternate location is substantially more efficient<sup>2</sup>. **Any submittal that entails solar installations on the front of the home (anywhere but the side opposite the street) shall be considered automatically appealed to, and thus shall be reviewed and approved or denied directly by, the Board of Directors. All submittals proposing that solar panels be installed front of the home must include energy production calculations showing that installation of the panels on the front of the home will increase the estimated annual energy production of the device more than 10 percent above the energy production if located on the back of the home;**
  - c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
  - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. **Limitations on Devices in a Fenced Yard or Patio.** If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. **Solar shingles.** Any solar shingles must:
- a. Be designed primarily to:
    - i. be wind and hail resistant;
    - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
    - iii. provide solar generation capabilities;
  - b. When installed:
    - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - ii. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
    - iii. match the aesthetics of the property surrounding the Owner's property; and,
  - c. If damaged, be repaired and replaced.

### 5.16 Spas and Hot Tubs

Above-ground spas or hot tubs are restricted to the back yard and out of view from the street or sidewalk. Above-ground spas or hot tubs shall be skirted, decked, screened or landscaped to hide all plumbing, heaters, pumps, filters, etc. In-ground and above-ground spas' drains must connect to the street drainage.

### 5.17 Storm Doors and Windows

Storm doors and windows must be full view glass with the frame color matching the existing door and/or window frame color.

### 5.18 Windows and Window Screens

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<sup>2</sup> If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the Committee of all energy production calculations. All calculations must be performed by an industry professional.

- A. Window replacements must match the design and color of the original window. Window tinting is allowed as long as the tinting does not create a mirror finish and is non-reflective.
- B. Proposed new window installations must match or complement the existing window designs on the home.
- C. Solar screens may be permissible but the preferred method to reduce sunlight intrusion is window tinting.

## SECTION 6 – NEW CONSTRUCTION AND MAJOR IMPROVEMENTS

The ACC will review new construction, room additions and patio enclosure plans for adequacy of site dimensions, the aesthetic suitability and harmony of the design and materials with the home and neighboring residences. For additions, all materials, colors and designs must match or complement the design of the home and neighborhood so that the room addition or remodel is indistinguishable from the original structure.

**6.1 Setbacks** - Building setbacks shall be as required by the plat.

**6.2 Masonry Definition** - For the purposes of design and architectural consideration, the definition of masonry is limited to stone, brick, stucco, stone veneer and other products expressly approved by the ACC.

**6.3 Foundation** - The amount of exposed foundation shall not exceed twenty-four inches (24"). For taller foundations, the masonry exterior shall extend down to sufficiently cover the foundation to meet this requirement.

### 6.4 Driveways

The maximum amount of driveway, sidewalk or other impervious surface allowed in the front of the house is limited to 50 percent of the area measured from the front-most portion of the house to the property line (usually ten feet (10') from the back of the curb). Variance from this standard will be considered for cul-de-sac houses that have space limitations. The maximum amount of driveway entering the street is twenty linear feet (20'). (City standard).

**6.5 Roofing** - The following standards are established for house design and design of house additions or modifications, including covered porches and accessory buildings (excluding shade arbors).

- A. The slope of the roofing shall be consistent with the slope within Lake Forest, and shall be between at least a 7/12 or 8/12 slope as per Declaration §4.16.
- B. All exposed flashing, roof vents and other roof penetrations must be painted to match the roof shingle color.
- C. Roofing material shall meet or exceed 25 year warranty composition shingles. Roofing shingles are required to be installed so that they overlap at valleys with no valley flashing exposed. Primary roofing materials shall be architectural composition shingles of at least 25 year guarantee quality, such as Elk Prestige II or GAF Timberline, clay tile, cement tile, or any better material that the ACC may approve as architecturally equivalent and compatible with the community standards. Standing seam metal roofing material may not be used as a primary roofing material. It may be used in limited amounts, as an accent roofing material to cover such things as bay windows, porches or other small outcroppings of the house. Variances for approval of metal roofing is subject to the following conditions:
  1. The total amount of metal roofing shall not exceed 10 percent of the total roofing of house and porches.
  2. The material shall be solid copper or factory painted with highly durable materials to match the primary roof color.

3. The paint finish must maintain the original color and be repainted if and when the color changes.
4. The materials shall be maintained or replaced as necessary to prevent rust from showing on the roofing material or staining the surrounding materials.
5. The roof shall be repaired or replaced in the event that it is physically damaged to the point of being visible from the common areas; e.g., hail pockmarks and dents from fallen branches or other sources.
6. The requirement to repair or replace the metal roofing shall be at the judgment of the AC and shall be based on the need to maintain a generally high level of maintenance and appearance for all the housing in Lake Forest.
7. Any homeowner who requests and is granted approval for a standing seam metal roof is agreeing to these terms of maintenance, and to the stipulation that these requirements become an encumbrance on the property and are passed on to all subsequent owners of the property.

#### 6.6 Pools

- A. All pools must be built to meet all state and local codes.
- B. Pool walls shall not encroach on platted utility easements and building setback limits. If pool deck, plumbing or any appurtenance is required in utility easements, the Owner shall obtain written approval of all affected utility companies prior to any construction. In placing any improvements within easements, Owners recognize that such placements are subject to removal if required by utility companies.
- C. Swimming pool appurtenances, such as rock waterfalls and slides, shall not exceed the height of the adjacent or nearby fence. If visible above or through a fence, the ACC will require landscape screening. Poles, nets, brushes, pool chemicals, filters, pumps, heaters, etc. shall not be visible from public view.
- D. Pool and spa drains must drain to the street and storm drain system. The most desirable method is a discharge pipe cored through the curb.



## SECTION 7 – CONSTRUCTION RULES

See also Declaration §5.3; 5.7

**7.1 Audio Devices** - Radios, smart phones, tape and CD players and other similar audio equipment shall not be played loudly as to cause or create a nuisance.

**7.2 Construction/Contractor Signs** - No signs advertising the business of contractors or subcontractors may be installed or displayed on any construction site. Such signs will be required to be removed or will be removed by and may be disposed of by the LAKE FOREST or Property Manager.

**7.3 Construction Site Appearance** - All construction sites shall be kept in a neat and orderly condition and shall be cleaned at the end of each day to remove all trash, debris, unused material, dirt, mud, sand or other materials from the site and street. Each Owner shall be responsible for the condition their construction site. All modification projects expected to require more than two (2) weeks of construction time must be screened from the street in order to prevent an unsightly neighborhood appearance. All screening materials are subject to prior approval by the ACC.

**7.4 Construction Vehicles** - Construction vehicles shall only park, as much as is possible, in front of the Unit they are working on. Any oil, concrete or other materials spilled on the street, driveway, etc. must be immediately and completely cleaned. Cleaning of vehicles/equipment on the streets or other LAKE FOREST property is not allowed.

**7.5 Discarding Trash** - All personnel working within Lake Forest are to properly discard and secure their trash. Lunch bags, drink cans or bottles, wrappers and other trash are not to be thrown from any vehicle nor be left unsecured so it could possibly blow out of a vehicle or off of the construction site.

**7.6 Dumping and Cleaning** – No dumping of excess or waste material on any lot within Lake Forest. Cement truck and pumper truck clean-out shall only be performed on the lot under construction. All runoff shall be limited to storm drains and thoroughly cleaned from streets and sidewalks.

**7.7 Hours of Construction** - Construction activity is permitted Monday through Friday 7:00 a.m. until 7:00 p.m., Saturday and Sunday 8:00 a.m. until 5:00 p.m.. Advance permission from the Association is needed for work at other times.

**7.8 Miscellaneous Damage** – Owners are responsible for ensuring their contractors to arrange for, and the cost of repairing, any damage to streets, curbs, sidewalks, street lights, mailboxes, walls, drainage or any other property within Lake Forest. If the damage is not repaired within thirty (30) days of the incident, or sooner if deemed necessary by LAKE FOREST, the LAKE FOREST will cause the repair of the damage and the Owner of the Unit the contractor is working on that cause the damage will be assessed for all costs incurred.

**7.9 Pets** - Pets of contractors, sub-contractors, employees, etc., are not allowed in Lake Forest, except for service animals. The Owner is responsible for cleaning up after the service animal.

**7.10 Speed Limit** - The speed limit within Lake Forest must be obeyed at all times.

**7.11 Temporary Structures** – Installation of temporary structures necessary for the storage of tools and equipment, and for office space for architects, builders, and foreman during actual construction of improvements, may be allowed with prior, written AC approval specifying the nature, size, duration, and location of the structure.

**7.12 Utilities** - Contractors must use only the utilities provided on the lot on which they are working, unless other formal arrangements have been made and notice given to the LAKE FOREST. Owners are responsible for ensuring their contractors arrange and pay for repairing, any damage to telephone, cable TV, electrical, water or other service lines resulting from the activities of themselves or their subcontractors.

### 7.13 Fines -

Any construction activities within Lake Forest are subject to fines that may be assessed pursuant to the schedule of fines as follows (the board may deviate from this standard construction fining schedule, including levying greater or lesser fines, in its sole discretion):

Premature Clearing	\$500
Construction Without Approval	\$500
Inadequate Construction Entry	\$250
Inadequate/Removal Silt Fence	\$250
Excessive Construction Debris	\$250 plus \$50 per day
Excessive Mud/Debris on Street	\$250 plus \$50 per day

Architectural Standards of Lake Forest

No Dumpster provided	\$150 plus \$50 per day
No Chemical Toilet Provided	\$150 plus \$50 per day
Violation of designated Construction Times	\$100
Encroachment on Adjacent Properties	\$500 plus repair
Damage to Streets, Curbs, Infrastructure	\$500 minimum
Failure to Obtain Inspection upon Completion of Construction	\$500 minimum
Miscellaneous Violation of Construction Rules	TBD

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**AMENDMENT TO RULES AND REGULATIONS  
OF  
COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.**

*(regarding parking guidelines)*

**Document reference.** Reference is hereby made to that certain The Lake Forest Community, Round Rock, Texas, Lake Forest I, II and III, Amended and Restated Declaration of Covenants, Conditions and Restrictions, filed as Document No. 2005010217 in the Official Public Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the Bylaws of Community Homeowners Association of Lake Forest, Inc., attached as an exhibit to Document No. 2011015651 in the Official Public Records of Williamson County, Texas (together with all amendments thereto, the "**Bylaws**").

Reference is further made to the Amended and Restated Rules and Regulations of Community Homeowners Association of Lake Forest, Inc., filed as Document No. 2011084501 in the Official Public Records of Williamson County, Texas, to that certain Amendment to the Rules and Regulations of Community Homeowners Association of Lake Forest, Inc., filed as Document No. 2012069399 in the Official Public Records of Williamson County, Texas, and that certain Amendment to the Rules and Regulations of Community Homeowners Association of Lake Forest, Inc., filed as Document No. 2014055826 in the Official Public Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the "**Rules**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Community Homeowners Association of Lake Forest, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article VI of the Declaration and the Board has approved these rules;

WHEREAS the Board has voted to adopt the additional Rules attached as Exhibit "A" to supplement the previously adopted Rules;

WHEREAS this Amendment to the Rules is being filed of record by the Association's attorney to put members of the public on notice of its existence and substance. THEREFORE the additional Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED. Subject solely to the amendments contained in Exhibit "A", the Rules remain in full force and effect.

**COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.**

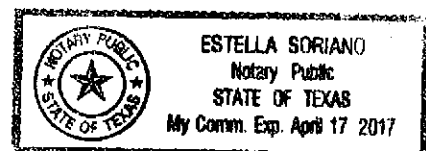
Acting by and through its Board of Directors

Signature: *Stephen Powell*  
Printed Name: Stephen Powell  
Title: President

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 8 day of January, 2014, by Emily K. Newell in the capacity stated above.  
5 Stephen Powell

*[Signature]*  
Notary Public, State of Texas



## **Exhibit "A"**

### **PARKING GUIDELINES**

Declaration Section 4.7(b) (as amended in 2007) requires, among other things, Owners and occupants to park vehicles only in their respective garages or in off-street parking areas on their Lots.

A violation of Declaration Section 4.7(b) will be deemed to occur related to street parking when an Owner or occupant exhibits a street "parking pattern". A "parking pattern" is established when any of the Owner's or occupant's vehicles are parked on the street for an extended period of time, on multiple days of the week, and/or on an on-going basis. This can also be defined as using the street as a routine parking space. The Board in its sole discretion will determine what constitutes a parking pattern.

#### ***Enforceable Parking Guideline:***

Per Declaration Section 4.7(b) Owners and occupants are required to park their vehicles in the Owner's or occupant's garage and driveway spaces only. If the Owner or occupant has more vehicles than garage/driveway spaces allow, then your residence has a parking problem that can only be resolved by relocating vehicles to offsite parking or through an ACC request to build additional garage and/or driveway spaces.

This document does not condone parking in such a way that the sidewalk portion of the driveway is blocked.

#### ***Acceptable Temporary Street Parking:***

Temporary street parking will not be considered a violation and a "parking pattern" will not be deemed to exist for acceptable temporary street parking. Examples of acceptable temporary street parking are:

1. Temporarily parking vehicles on the street while performing lot/yard maintenance such as yard work, tree trimming, cleaning out the garage, etc.
2. Temporarily parking vehicles on the street while children use the driveway to play basketball and other sports, to skateboard, etc.
3. Paid service providers performing their job at an Owner or occupant's house may temporarily park on the street. Examples of service providers are house cleaners, child care providers, pool cleaners, landscapers, repairmen, utility providers, contractors, etc.
4. Temporary street parking is acceptable during holiday parties, large dinner parties and group meetings
5. Temporary street parking is acceptable for holiday visitors around the holidays.

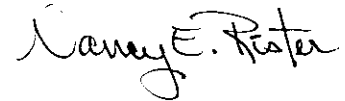
#### **After recording, please return to:**

Niemann & Heyer LLP  
1122 Colorado, Suite 313  
Austin, TX 78701

2015003007

Electronically Recorded

OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "Nancy E. Rister". The signature is fluid and cursive, with the first name "Nancy" being more prominent.

Nancy E. Rister, County Clerk

1/14/2015 10:25 AM

Pages: 3 Fee: \$ 25.00

Williamson County Texas

**AMENDMENT OF RULES AND REGULATIONS  
OF  
COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.**

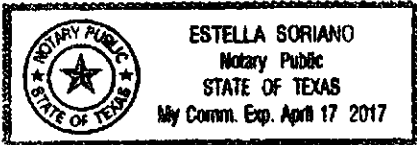
Exhibit "A": Standby Electric Generators Rules  
Exhibit "B": New Non-Monetary Violation Rules

Acknowledgements

STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was executed and acknowledged before me on the 30 day of June, 2016, by Stephen George Powell in the capacity stated above.

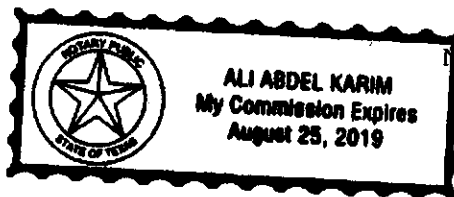


  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was executed and acknowledged before me on the 9 day of July, 2016, by Danna Connell in the capacity stated above.



  
Notary Public, State of Texas



EXHIBIT "A"**SECTION 8 -- STANDBY ELECTRIC GENERATORS**

1. General. Unless otherwise approved in writing by the Architectural Control Committee (the "ACC"), which approval may be denied, approved, or approved with conditions, an Owner may not install a standby electric generator except in compliance with this rule.
2. Scope of Rule. A standby electric generator is the only device that may be used to provide backup electric service to a residence. A "standby electric generator" means a device that converts mechanical energy to electric energy and is:
  - a. Powered by natural gas, liquefied petroleum gas, diesel fuel, or hydrogen;
  - b. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
  - c. Connected to the main electrical panel of a residence by a manual or automatic transfer switch;
  - d. Rated for a generating capacity of not less than seven (7) kilowatts; and
  - e. Permanently installed on a lot.
3. Conflict with Other Provisions. Per state law, this rule relating to standby electric generators controls over any contrary provision in the Association's governing documents.
4. Prior Approval Required. Prior to the installation of any standby electric generator or any part thereof, an owner must receive written approval of the ACC. Owners wishing to install standby electric generators must submit plans and specifications to the ACC. The following requirements apply to plans and specifications:
  - a. An owner must provide a reasonably accurate and scaled schematic of the lot showing the property boundaries of the lot and the location of the residence, other permanent structures, fencing, and any adjoining streets. The schematic must also contain a scaled drawing of the generator at the proposed location, and indicate the distance (in feet and inches) from the closest rear and side lot line.
  - b. All other applicable information typically required by the Association for architectural approval (e.g., color samples, samples of screening materials, etc.) and necessary to ensure compliance with this rule must also be provided.
5. Installation. The following installation requirements apply to standby electric generators:
  - a. Installation must be done in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
  - b. All electrical, plumbing, and fuel line connections must be installed by a licensed contractor.
  - c. All electrical connections must be installed in accordance with applicable governmental health, safety, electric, and building codes.
  - d. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes.
  - e. All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
  - f. If a generator uses a fuel tank that is separate from the generator (i.e., the tank is not manufactured as an integral part of the generator system), the fuel tank must be installed in compliance with municipal zoning ordinances and governmental health, safety, electrical, and building codes.
6. Maintenance. The following maintenance requirements apply to standby electric generators:

- a. The generator and its electrical and fuel lines must be maintained in good condition at all times, including maintenance that is in compliance with the manufacturer's specifications and applicable governmental health, safety, electric, and building codes.
  - b. Any deteriorated or unsafe component of a standby electric generator, including electrical and fuel line, must be promptly repaired, replaced, or removed.
  - c. A generator may be tested for preventative maintenance only between 9:00AM and 6:00PM and not more frequently than suggested by the manufacturer.
7. Location. The following requirements apply to the location of a standby electric generator:
- a. Generators must be located in the rear yard area of the lot (behind the rear-most building line of the home). The generator may not be visible from a street, any common area, or the ground level of another lot unless it is screened in compliance with section 8.
  - b. The ACC may, in its sole discretion, grant a variance to allow the generator to be located in an area other than as described in subsection (a) if the ACC deems that a variance is appropriate as a result of topographical or other issues and a plan for adequate screening of the generator is submitted and approved.
  - c. The ACC will grant a variance allowing the generator to be installed in a location other than as required under subsection (a) if the owner can document in a format reasonably acceptable to the ACC that locating the generator in the rear yard will increase the installation cost by more than 10% or increase the cost of installing and connecting fuel lines by more than 20%. Even if such a variance is granted, the screening requirements outlined in section 8 must be met.
  - d. Generators are expressly prohibited from being located on Association common areas or any other areas maintained by the Association.
  - e. No portion of the generator may be installed within any applicable setback.
8. Screening. Owners must completely screen a standby electric generator from view if the generator is:
- a. Visible from the street faced by the dwelling;
  - b. Located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned or maintained by the Association; or
  - c. Located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned or maintained by the Association.

Submitted plans must include as-installed dimensions and types of all landscaping to be used for screening and the color, materials, and dimensions of any proposed screening materials and/or structures.

9. Allowable Use. A standby electric generator may not be used to generate all or substantially all of the electrical power to a residence except when utility-generated electrical power is unavailable or intermittent due to causes other than nonpayment for utility service to the residence.

EXHIBIT "B"Summary of Enforcement Policy

1. Send Courtesy Warning Letter (curable violations only - optional)
2. Send 209 Violation Notice (In accordance with Texas Property Code Ch. 209)
3. Levy fines and/or damage assessments as appropriate
4. Subsequent Violation Notices (optional)

*The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.*

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an owner has committed or is responsible for a violation of the deed restrictions other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process. This policy also covers situations where an owner or someone the owner is responsible for has damaged Association property.
2. **Violation Notices.**
  - i. Courtesy Warning Letter (curable violations only). Upon becoming aware of a deed restriction violation that is curable (*see* Section 3(i) below) and at the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter requesting that the owner cure that violation by a date certain to avoid fines or other enforcement action.
  - ii. 209 Violation Notice. If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:
    - A. Levy a fine;
    - B. Suspend the owner's right to use common area, if allowed under the governing documents; and/or
    - C. Charge the owner for damage to common area.

Any such action shall be initiated by sending a 209 Violation Notice to the owner. The 209 Violation Notice shall:

- A. Be in writing and sent certified mail to the most current owner address shown on the Association's records;
- B. Describe the violation or property damage at issue;
- C. State the amount of any property damage charge or fine that may be levied against the owner;
- D. If the violation is curable and does not pose a threat to public health or safety, state a reasonable, specific date by which the owner may cure the violation and avoid any fine levied in the 209 Violation Notice; (there is no right to cure if the violation is incurable, poses a threat to health or safety, or involves damage to property);
- E. Inform the owner that he has a right to request a Board hearing to discuss the enforcement action on or before the 30<sup>th</sup> day after the notice was mailed to the owner (*see* Section 6 below);
- F. Inform the owner that he will be responsible for attorney fees and costs incurred in relation to the violation if the violation continues after a specific date; such fees and costs may be assessed to the owner's account after a hearing is held or, if a hearing is not requested, after the deadline for requesting a hearing has passed;
- G. Inform the owner that he may have special rights or relief related to enforcement under federal law, including the Servicemembers Civil Relief Act; and

H. Otherwise comply with Section 209 of the Texas Property Code and state law.

- iii. Subsequent Violation Notices for continuing or repeat violations. If an owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as by law such notices are not required to comply with Section 209 of the Texas Property Code, including the requirements set forth in Section 2(ii) above.

**3. 209 Violation Notices – Curable vs. Uncurable Violations.**

- i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; and ongoing noise violations such as a barking dog.
- ii. Uncurable Violation. Uncurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a threat to public health or safety. The following is a non-exhaustive list of uncurable violations: shooting fireworks, committing a noise violation that is not ongoing, damaging common area property, and holding a prohibited gathering.

**4. 209 Violation Notices -- When a fine or damage assessment may be levied; Board hearings.**

- i. Curable Violations – Initial Fine. If an owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, any fine noted in the 209 Violation Notice shall not be levied. If the owner fails to cure the violation by the deadline, any fine noted in the 209 Violation Notice shall be levied after the time has lapsed for the owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held and a decision is made to uphold the fine.
- ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be imposed in a 209 Violation Notice for an uncurable violation, regardless of whether the owner subsequently requests a Board hearing.
- iii. Subsequent Fines. This Section 4 does not apply to fines levied after the initial fine. (See Section 2(iii) – Subsequent Violations, above.)

**5. Standard Fine Schedule.** Below is the Standard Fine Schedule for deed restriction violations, except that a separate fine schedule exists for construction related violations (*see* the Association's Design Guidelines). *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below), so long as that decision is based upon the facts surrounding that particular violation. The Board also may change the fine amounts in this Standard Fine Schedule at any time by resolution, with no need to formally amend this Enforcement Policy.*

i. Curable Violations.

- A. Courtesy Warning Notice: No fine.
- B. 209 Violation Notice: \$25.00 fine (daily/weekly or one-time); and/or Suspension of common area usage rights, if allowed under the governing documents.

- C. Subsequent Violation Notices: \$50.00 fine (daily/weekly or one-time);  
\$100.00 fine (daily/weekly or one-time);  
\$125.00 fine (daily/weekly or one-time);  
(Increases \$25.00 for each additional notice).
  - ii. Uncurable Violations.
    - A. 209 Violation Notice: \$50.00 fine; or  
Property damage assessment.
    - B. Subsequent Violation Notices: \$75.00 fine;  
\$100.00 fine;  
\$125.00 fine;  
(Increases \$25.00 for each additional notice).
6. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner, that hearing shall be held in accordance with Section 209.007 of the Texas Property Code. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.
7. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy initial or subsequent fines according to any set fining schedule, and levy property damage assessments, all in accordance with this Enforcement Policy and any other rules of the Association. Such parties may act without any explicit direction from the Board and without further vote or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis at a properly noticed meeting if and when it deems appropriate.
8. **Owners as Responsible Party.** If a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related lot.

**After recording, please return to:**

Niemann & Heyer, L.L.P.  
Attorneys at Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

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Electronically Recorded  
OFFICIAL PUBLIC RECORDS

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Nancy E. Rister, County Clerk  
8/1/2016 2:53 PM

Pages: 8 Fee: \$ 49.00  
Williamson County Texas

**THE COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.**

Reference is further made to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions, filed as Document No. 2005010217 in the Official Public Records of Williamson County, Texas (together with all amendments and supplements, the "**Declaration**").

**THEREFORE** the Bylaws have been, and by these presents are, amended as follows:

**1. By ADDING the following language at the end of Section 5.1 (Number and Qualification):**

"At any given point in time, no more than one director may reside outside of the community. A director is deemed to reside outside of the community if (i) he does not own a lot within the community or (ii) he owns a lot within the community but that lot is not designated as the director's homestead."

**Subject solely to the amendments provided above, the Bylaws remain in full force and effect.**

AGREED TO and ADOPTED the 28<sup>th</sup> day of June, 2016.

*[Signature and Notary Blocks on following Page]*

**COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.**  
Acting by and through its Board of Directors

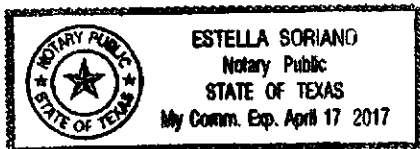
Stephen Powell  
NAME: Stephen Powell  
TITLE: President

**Acknowledgement**

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 30 day of June, 2016, by Stephen George Powell in the capacity stated above.



[Signature]  
Notary Public, State of Texas

**After recording, please return to:**

Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

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Electronically Recorded  
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk  
8/1/2016 2:55 PM

Pages: 2 Fee: \$25.00  
Williamson County Texas



STATE OF TEXAS

COUNTY OF WILLIAMSON

Certification

I, the undersigned, do hereby certify:

THAT I am the duly authorized Secretary of the Community Homeowners Association of Lake Forest, Inc., a Texas non-profit corporation (the "Association") and, in such capacity, I have access to the records of the Association. The records reflect that the following Policy of the Association

Reserve Fund Investment Policy

attached hereto and incorporated herein for all relevant purposes were duly adopted by the Board of Directors of the Association in the manner required by the governing documents of the Association on the 27th day of September, 2016, to be effective as of the date recorded in the Official Public Records of Williamson County, Texas.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 28<sup>th</sup> day of September, 2016.

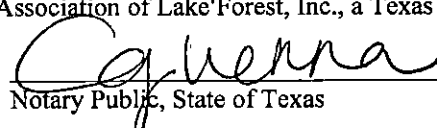
  
Michael Abernethy, Secretary

**ACKNOWLEDGEMENT**

STATE OF TEXAS )

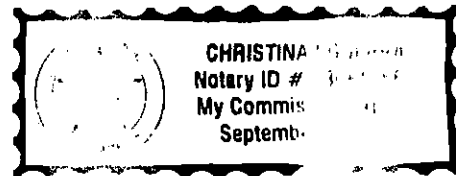
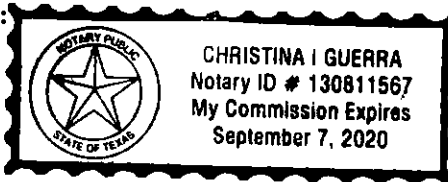
COUNTY OF WILLIAMSON )

This instrument was acknowledged before me on this the 28<sup>th</sup> day of September 2016 by Christina I. Guerra, Secretary of the Community Homeowners Association of Lake Forest, Inc., a Texas non-profit corporation, on behalf of said corporation.

  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**

Ascension Property Management  
P.O. Box 6527  
Round Rock, TX 78683-6527



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E

**COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.  
RESERVE FUND INVESTMENT POLICY**

Adopted September 27, 2016

The following policy and procedure has been adopted by the Board of Directors ("Board") of the Community Homeowners Association of Lake Forest, Inc, in Round Rock, TX ("Association"), for investment of the Association's reserve funds.

**PURPOSE**

The purpose of this policy is to institute proper guidelines for the ongoing management of the Association's investment of its reserve funds.

**INVESTMENT OBJECTIVES**

The principal represents the reserve funds for maintenance, repair, and replacement of those items for which the Association is responsible and that must be periodically maintained, repaired, or replaced. Reserve funds are to be invested in a manner that assures maximum safety and appropriate liquidity and, secondarily, maximizes yield within such constraints. The investment objectives are, in order of priority, as follows:

1. Preservation and safety of principal;
2. Liquidity to meet expected and unexpected expenditures; and
3. Maximization of after-tax yield.

**INVESTMENT RESPONSIBILITIES**

The Board has sole authority to approve and amend, alter or otherwise make changes to this Policy. Any modifications to this Policy shall be in writing and approved by the Board.

The Board shall have direct control with regard to opening appropriate bank accounts and establishing safekeeping accounts or other arrangements for the custody of securities and shall execute such documents as may be necessary. The Board may employ the service of a qualified investment advisor or management company to direct a portion or all of the investment activities of the Association consistent with the guidelines set forth in this investment policy.

The Board will monitor ongoing investment activities to ensure proper liquidity is being provided and that the investment strategy is consistent with the Association's objectives. The Board shall review investment performance no less than annually.

## INVESTMENT GUIDELINES

### A. Eligible Investments

The portfolio will be limited to the following investments:

1. Certificates of deposit (CDs);
2. Money market deposit accounts;
3. Money market funds; and
4. U.S. Treasuries and U.S. Treasury zero coupons.

### B. Credit Quality Restrictions

All investments shall be FDIC insured or U.S. Treasury securities

### C. Maturity Limits

1. No individual investment may exceed 5 (five) years in maturity; and
2. The weighted average maturity of the portfolio will not exceed 3 (three) years. The Board must structure its investment portfolio in order to meet anticipated cash requirements.

### D. Strategy

Investments shall be structured so they mature in successive years allowing the Association to minimize interest rate risk.

### E. Custodian

Investments will be held in custodial accounts with approved banks or financial institutions federally insured either through FDIC or the US Government, with no more than \$250,000.00 held in any one account.

## PROCEDURES

1. Transfers of budgeted additions to reserves shall be made at least twice annually;
2. An annual report of earnings shall be prepared by management, financial advisor, or the Treasurer and presented at a Board meeting;
3. Approval by the majority of the Board, recorded in meeting minutes, shall be required to withdraw funds from investment accounts. An exception may be made for transfers between accounts of the Association so long as both accounts require two Board Director for withdrawals of funds; and

4. In addition to any requirements provided by the Association's governing documents, the Association shall obtain coverage by fidelity insurance to protect the Association from loss due to theft by any person with access to its investments;

SECRETARY'S CERTIFICATION: The undersigned, being the Secretary of Community Homeowners Association of Lake Forest, Inc., certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on September 27, 2016, and in witness thereof, the undersigned has subscribed his/her name.

COMMUNITY HOMEOWNERS ASSOCIATION  
OF LAKE FOREST, INC.

By: \_\_\_\_\_

9/28/16

Michael Abernethy, Secretary

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2016093299

CERT

Fee: \$33.00

10/04/2016 10:21 AM

Mbarrick



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

STATE OF TEXAS  
COUNTY OF WILLIAMSON

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE  
For  
COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.

The undersigned Association gives notice in accordance with Texas Property Code §209.004.

1. Legal name of owners association: Community Homeowners Association of Lake Forest, Inc.
2. Name of project or subdivision: Lake Forest
3. Recording data for subdivision (Plat recording information for land subject to the deed restrictions): See Exhibit A.
4. Recording data for the declaration and any/all amendments: See Exhibit A.
5. Contact information for association's managing agent:

Name: Ascension Property Management LLC  
Mailing address: P.O. Box 6527, Round Rock, TX 78683  
Phone number: 512-255-1671  
Email address: melissa@ascensionpm.com

6. Association website: www.lakeforestrr.com
7. Amount and description of all fees or charges by the association relating to a property transfer:

Resale certificate fees and resale certificate update fees will not exceed \$375 (resale certificate) and \$75 (update). Other fees associated with the transfer of a lot include an initiation fee equal to 0.15% of the sales price of the lot.

**Please plan ahead when ordering a resale certificate or update.** by law the association has **10 business days** to provide the information once the request is received. The resale certificate is a detailed document containing significant amounts of information including lot-specific information, and takes time to compile. The association has no duty to offer "rush" service. Should the association elected offer "rush" or other expedited resale certificate processing, a fee for performing the service in an accelerated timeframe may be charged. This fee is not a fee associated with the transfer of property but is a fee for providing documentation on a timeline more accelerated than required by law. The fee will not exceed \$125.

*Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the property and common areas, prior to purchase. The purpose of this certificate is to provide information sufficient for a title company to correctly identify the community and to contact its governing association. This certificate does not purport to identify every publicly recorded document affecting the property, or to report every piece of information pertinent to the property. No person should rely on this certificate for anything other than instructions for contacting the association in connection with the transfer of title to a home in the subdivision. The registered agent for the association is on file with the Texas Secretary of State.*

This certificate is filed of record in the county where the above-described project is located. It will be valid until a management certificate is filed of record or until a termination of this management certificate is filed of record, whichever is sooner.

Community Homeowners Association of Lake Forest,  
Inc.

By Melissa Yehl

Printed name Melissa Yehl

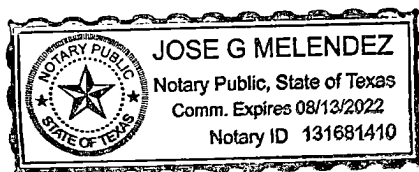
Title: Officer OR Managing agent (circle one)

Date March 11, 2022

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on March 11<sup>th</sup>,  
222022 by Melissa Yehl in the above stated capacity.



Notary signature [Signature]

Notary Public for the State of Texas

Printed name of notary Jose Melendez

My commission expires 8/13/22

After recording, please return to:

Ascension Property Management, LLC  
P.O. Box 6527  
Round Rock, TX 78683

Exhibit A:

## LAKE FOREST

1. The following Declaration of Covenants, Conditions, and Restrictions recorded in, **Inst. 2000043227 (Lake Forest I, II, III), 2001037242 (Supplementary Declaration), 2004002267 (Supplementary Declaration)**, Official Public Records **Williamson County, Texas**.
2. Notice of Dedicatory Instruments recorded in, **Inst. S/331 (Plat Sec 1), V/120 (Plat Sec II Village I), V/166, V/194, V/299, V/301, V/325, V/354, W/31, X/73, Z/51, Z/276, 2009074787, 2011083386, 2011084501, 2012069399, 2014002521, 2014055826, 2015003007, 2016069509, 2016069510, 2017085895, 2019009866, 2019073255, 2020016235, 2021156386**, Official Public Records **Williamson County, Texas**.
3. The following amendment(s), if any, to the Declaration of Covenants, Conditions, and Restrictions recorded in, **Inst. 2000053882 (First Amendment), 2002070055 (Amendment), 2003005468 (Second Amendment), 2005010217 (Amended and Restated Declaration), 2005073032 (First Amendment to Amended and Restated Declaration), 2007006295 (Declaration Amendment)**, Official Public Records **Williamson County, Texas**.

②

Ascension Prop Mgmt LLC  
P.O. Box 6527  
Round Rock, TX 78683-6527

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2022041973

PMC Fee: \$34.00  
04/04/2022 11:41 AM

DLAM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**AMENDMENT AND PARTIAL RESTATEMENT OF RULES AND REGULATIONS  
OF  
COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.**

*This rule amends, replaces, supersedes and consolidates all prior rules except the Design Guidelines and the amendment to the Design Guidelines, as outlined below.*

*Upon the filing of record of this document, the Rules of the Association consist primarily of:*

- 1) The rules reflected in this filing;
- 2) The Design Guidelines filed of record in document No. 2014055826 of the Official Public Records of Williamson County, Texas; and
- 3) The Amendment to the Design Guidelines regarding roofing, filed of record in document No. 2019009866 of the Official Public Records of Williamson County, Texas

**Document reference.** Reference is made to that certain The Lake Forest Community, Round Rock, Texas, Lake Forest I, II, and III, Amended and Restated Declaration of Covenants, Conditions, and Restrictions filed as Document No. 2005010217 in the Official Public Records of Williamson County, Texas, (together with all annexation documents and amendments thereto, the “**Declaration**”).

Reference is made to the Bylaws of Community Homeowners Association of Lake Forest, Inc., attached as Exhibit “A” to Document No. 2011015651 in the Official Public Records of Williamson County, Texas (together with all amendments, the “**Bylaws**”).

Reference is further made to the Amended and Restated Rules and Regulations of Community Homeowners Association of Lake Forest, Inc., filed as Document No. 2011084501; to the Amendments thereof filed as Document Nos. 2004057485; 2012069399, 2014055826 (“**Design Guidelines**”), 2015003007, 2016069509, 2019009866 (regarding roofing), and 2021156386, all recorded in the Official Public Records of Williamson County, Texas (together with other amendments and supplements, the “**Rules**”).

WHEREAS the owners of lots subject to the Declaration are automatically made members of Community Homeowners Association of Lake Forest, Inc. (the “**Association**”);

WHEREAS the Association, acting through its Board of Directors (the “**Board**”), is authorized to adopt and amend Rules for the Association pursuant to Section 6.1(a) of the Declaration, and the Board has previously adopted the Rules;

WHEREAS the Board has voted at a properly noticed meeting to amend the Rules by this filing;

The Rules are hereby amended as outlined herein. This rule amends, replaces, supersedes and consolidates all prior Rules except the Design Guidelines and the amendment to the Design Guidelines, as outlined above.

APPROVED and ADOPTED this 19<sup>th</sup> day of December, 2023.

*(Signature and Notary Blocks on Following Page)*



**COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC.**

Acting by and through its Board of Directors

Filed of Record in accordance with Texas Property Code Ch. 202 by

Niemann &amp; Heyer LLP, attorneys and authorized agents

Patrice Arnold  
 By: Patrice Arnold

Attachment: Rules

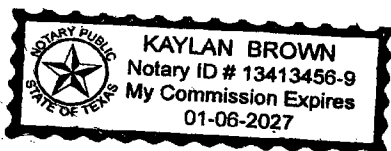
**Acknowledgement**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed and acknowledged before me on the 21<sup>st</sup> day of December, 2023, by Patrice Arnold in the capacity stated above.

Kaylan Brown  
 Notary Public, State of Texas



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## SECTION I. FLAGS

1. General. An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.
2. Prior Approval Required. All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Control Committee (the "**Committee**"). An Owner desiring to display a permitted flag must submit plans to the Committee for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's Committee shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. Additional Requirements Related to Flags.
  - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
  - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flagpole.
  - c. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
  - d. Flags must never be flown upside down and must never touch the ground.
  - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
  - f. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
  - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
  - h. Only all-weather flags may be displayed during inclement weather.
  - i. Flags must be no larger than 3'x5' in size.

- j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
  - k. A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Section.
4. Materials and Appearance of Flag Mounts and Flagpoles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the Committee) used in the construction of the mount or flagpole and harmonious with the dwelling.
5. Additional Requirements for Flagpoles. The following additional requirements shall apply to flagpoles installed on Lots:
- a. No more than one flagpole may be installed on a Lot;
  - b. The flagpole must be free-standing and installed vertically;
  - c. The flagpole must be no greater than 20 feet in height measured from grade level;
  - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements;
  - e. Unless otherwise approved by the Committee, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The Committee may require the pole to be installed on a particular side or otherwise require a particular location; and
  - f. No trees may be removed for pole installation.
  - g. An Owner must ensure that external halyards (hoisting ropes) used in combination with a flagpole do not create an unreasonable amount of noise.
6. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).
7. Maintenance. An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all time at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

## **SECTION II. SOLAR ENERGY DEVICES**

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. Prior Approval Required. **An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein.** Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Committee. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
3. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.

4. Prohibited Devices. Owners may not install solar energy devices that:
  - a. threaten the public health or safety;
  - b. violate a law;
  - c. are located on property owned by the Association;
  - d. are located in an area owned in common by the members of the Association;
  - e. are located in an area on the property Owner's property other than:
    - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
    - ii. in a fenced yard or patio owned and maintained by the Owner;
  - f. are installed in a manner that voids material warranties;
  - g. are installed without prior approval by the Committee; or
  - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the Committee may require removal of any device in violation of this or any other requirement.*
5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
  - a. extend no higher than or beyond the roofline;
  - b. be located only on the back of the home – the side of the roof opposite the street. The Committee may grant a variance in accordance with state law if the alternate location is substantially more efficient<sup>1</sup>;
  - c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
  - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. Solar shingles. Any solar shingles must:
  - a. Be designed primarily to:
    - i. be wind and hail resistant;
    - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
    - iii. provide solar generation capabilities; and
  - b. When installed:
    - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - ii. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
    - iii. match the aesthetics of the property surrounding the Owner's property.

### **SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS**

1. Pre Approval Required. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section.
2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, **or any part thereof**, in the following locations:

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<sup>1</sup> If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the Committee of all energy production calculations. All calculations must be performed by an industry professional.

- a. on property owned by the Association;
  - b. on property owned in common by the members of the Association; or
  - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the Committee.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. Color and Other Appearance Restrictions. Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
- a. are of a color other than a color consistent with the color scheme of the Owner's home;
  - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
  - c. are not constructed in accordance with plans approved by the Association.
5. Additional Restrictions if Installed in Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

#### **SECTION IV. RELIGIOUS DISPLAYS**

1. General. The following rule outlines the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief<sup>2</sup>.
2. Prohibited Items. No religious item(s) displayed may:
- a. threaten the public health or safety;
  - b. violate a law<sup>3</sup>;
  - c. contain language, graphics, or any display that is patently offensive to a passerby;
  - d. be installed on property owned or maintained by the association;
  - e. be installed on property owned in common by two or more members of the association;
  - f. be located in violation of any applicable building line, right of way, setback, or easement; or
  - g. be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
3. Parameters. All religious displays must be located within 10' of the dwelling's frontmost building line (i.e. within 10' of the front facade of the dwelling.) Displays may not be located within building setbacks. No portion of the display may extend above the lowest point of the dwelling's front roof line. All displays must be kept in good repair. Displays may not exceed 5' in height x 3' in width x 3' in depth. The number of displays is limited to three. This paragraph 3 shall not apply however to seasonal religious holiday decorations as described in paragraph 4. All displays other than

<sup>2</sup> Religion relates to faithful devotion to a god or gods or the supernatural. Religious displays are different than signs or other figures related to a cause. For example "Save the Whales" or other movements/causes are not considered religious displays.

<sup>3</sup> Other than a law prohibiting the display of religious speech. Please note that the First Amendment to the U.S. Constitution is not applicable to private organizations like clubs or community associations; the First Amendment protects certain speech from governmental restraints.

seasonal religious displays must receive prior approval from the association's architectural reviewing body prior to installation, except for up to one display on any exterior door or door frame of the home that is 25 square inches or smaller. For example, and without limitation, no prior permission is required from the association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the home's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), the approval must be received from the board.

4. Seasonal Holiday Decorations. Seasonal holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board has the sole discretion to determine what items qualify as Seasonal Holiday Decorations. Unless otherwise provided by the Declaration, Seasonal Holiday Decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question and are not subject to this Religious Display rule.
5. Other displays. Non-religious displays are governed by other applicable governing document provisions.

## **SECTION V. RECORD PRODUCTION**

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
  - a. sufficient detail to describe the books and records requested, and
  - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
4. Timeline for record production.
  - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
  - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
  - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
  - a. Paper copies - 10¢ per page

- b. CD - \$1 per disc
  - c. DVD - \$3 per disc
  - d. Labor charge for requests of more than 50 pages - \$15 per hour
  - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
  - f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
7. Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:
- a. Owner violation history
  - b. Owner personal financial information
  - c. Owner contact information other than the owner's address
  - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

## **SECTION VI. RECORD RETENTION**

1. Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section relating to record retention is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Record Retention. The Association will keep the following records for at least the following time periods:
- a. Contracts with terms of at least one year; 4 years after expiration of contract
  - b. Account records of current Owners; 5 years
  - c. Minutes of Owner meetings and Board meetings; 7 years
  - d. Tax returns and audits; 7 years
  - e. Financial books and records (other than account records of current Owners); 7 years
  - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
4. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

## **SECTION VII. PAYMENT PLANS**

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.
2. Eligibility for Payment Plan.
- Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) *only if*:
- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
  - b. The Owner requests a payment plan no later than 45 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064

(notifying the owner of the amount due, providing 45 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 45-day period. It is recommended that requests be in writing; and

- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:

- a. Term. Standard Payment Plans are for a term of 6 months. (See also paragraph 6 for Board discretion involving term lengths.)
- b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The Association may in its discretion require all payments to be made by ACH or other automatic draft.
- c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
- d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest at the rate of 18% per annum, but in no event in excess of the maximum rate permitted by applicable law, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
- e. Contact information. The Owner will provide relevant contact information and keep same updated.
- f. Additional conditions. The Owner will comply with such additional conditions under the plan as the Board may establish.
- g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.

4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 45-day timeframe referenced in paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.



5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in paragraph 3 shall be the default term length absent board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.
7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

#### **SECTION VIII. VOTING**

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.

#### **SECTION IX. EMAIL ADDRESSES**

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails.
2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. The notice must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change the Owner's email in the records of the Association.

## **SECTION X. TRANSFER FEES**

1. **Transfer Fees.** In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly. The association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with the transfer including association record updates related to the transfer will be the responsibility of the new owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the association or its managing agent, and may be equivalent to the resale certificate fee or in any other amount.

## **SECTION XI. COLLECTION**

1. **Purpose.** The Board desires to adopt a standardized Assessment Collection Policy to set forth its determinations on such issues.
2. **Scope.** This policy applies to all "Members" of the Association, said Members having a contractual obligation to pay assessments and other charges to the Association under the governing documents of the Association.
3. **The Policy.**
  - a. **Introduction.** The Association's primary source of income is Member-paid Assessments, and without such income the Association cannot provide and maintain the facilities and services that are critical to the quality of life of Harris Branch residents and the protection of property values. The Association has experienced, and expects to continue to experience, situations in which Members are delinquent in their obligation to pay Assessments or Members are otherwise in violation of the governing documents. Therefore the Board has adopted, and by these presents does hereby adopt, the Assessment Collection and Enforcement Policy set forth below.  
  
Per the Declaration the Association may collect, and has a lien for all amounts due, including assessments, fees, interests, costs, and reasonable attorney's fees.
  - b. **Due Dates.** All Assessments and other amounts due are due within 30 days of the due date, or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member.
  - c. **NSF Fees.** Checks, ACH payments, or other type of payment returned for insufficient funds, dishonored automatic bank drafts, or other similar item will result in the assessment of a fee determined by the board from time to time, in the minimum amount of \$30. Late fees shall also be assessed as appropriate.
4. **Delinquency/Collection.** Any Assessment or other amount due not paid within 30 days of its due date (or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member) shall be deemed Delinquent. Delinquencies shall be handled as follows:
  - a. **Interest, Late Fees, Collection Costs.** Delinquencies may be charged interest on the sum owing at the rate of 18% per annum, until paid in full. In addition to interest (see Declaration Section 3.7) a late fee in an amount as determined from time to time by the Board may be assessed. The owner is responsible for all costs of collection including attorneys fees.

- b. 30 days delinquent, Courtesy Notice. Once an Assessment or other amount due becomes Delinquent, the Association, acting through its Board, managing agent, or some other Board designee, will email or mail a written notice to the related Member reminding him or her of the amount owed and requiring that it be paid immediately.
- c. 60 days delinquent, Second Notice. When an account is approximately 60 days delinquent, the Association, acting through its managing agent, shall send notice via certified mail, return receipt requested and otherwise complying with the requirements of Texas Property Code §209.0064 (including giving the owner a final 45 days to cure the delinquency prior to the account being turned over to an attorney.)
- d. Formal Collection Action; 90 days delinquent. Once an Assessment is Delinquent for more than 90 days and the notice described in Section 4(c) above has been sent, the account shall be turned over to the Association's attorney to initiate formal collection action.

The Board hereby authorizes the Association manager/management company and any successor management companies/management company agents retained by the Association with the authority to communicate with any law firm engaged by the Association with regard to collection activity, and the Board hereby authorizes, once the account is turned over to the firm, for all successive collection steps to be carried out by the firm on behalf of the Association should amounts remain unpaid, without further vote or action of the Board. This authority includes without limitation all statutorily-required notices, all title searches, lien filing, and other steps consistent with Firm's standard collection protocol<sup>4</sup>. This authority notwithstanding, Manager, and any successor management company, shall communicate with the Board and/or certain designated officers on a regular basis with regard to collection actions, and the Board reserves the right to establish policies with regard to collection efforts generally and to make decisions about particular collection actions on a case-by-case basis if and when it deems appropriate. The Board may terminate collection action on any owner account at any time.

- e. Power of Sale. In conjunction with the Association's authority granted by the Declaration to foreclose its lien, the Association is vested with a power of sale. The President of the Association may act as trustee for any such sale and is granted the authority to designate one or more agents and/or substitute trustees to exercise the Association's power of sale in conjunction with foreclosure of the Association's lien.
- f. Authority to Vary from Policy. In handling any particular Delinquent Assessment, the Board of Directors retains the authority to vary from this Assessment Collection Policy as may be appropriate given the particular facts and circumstance involved, so long as the related action is in compliance with the Declaration and State law. Variances from policy may include adding additional courtesy letters, or omitting a courtesy letter.)
- g. Payment plans. Payment plans shall be offered as described in the Association's payment plan rule.

## **SECTION XII. MISC.; FREQUENT VIOLATIONS**

- 1. Yard maintenance needed. See also Declaration §7.3. Yards must be maintained frequently enough to maintain an overall well kept appearance. This includes:
  - a. Mowing, including front yard, side yard and backyard for all lots
  - b. Edging, including sidewalks, driveway and curb; no runners should be showing on paved surfaces
  - c. Weed control in grass, flowerbeds, and cracks and weed eating at fences, walls and foundations

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<sup>4</sup> This includes without limitation account set up, 30-day demand letter, response to Fair Debt Collection Act dispute letter, lien filing, lien release, payment plan administration, title reports, notice of intent to foreclose (notice of default statutory lien), foreclosure petition filing, and foreclosure sale.

- d. Grass maintenance by treating diseased areas and adding sod or reseeding where grass has died
  - e. Blowing or sweeping up grass and clippings after maintenance
  - f. Removing dead plants, shrubs and trees in a timely manner
  - g. Regular watering without violating local voluntary or mandatory conservation directives
2. Trash receptacles in view. All trash containers must be hidden from general view except for trash pick up day. It is acceptable to put containers by the curb at dusk on the day before pickup and to return to being stored out of view by dusk the day of pick up. If containers can be seen from the street they are not out of view.
  3. Unapproved exterior changes. All changes to the exterior of the residence or to a lot, including color changes, material changes, fence replacement or painting and major landscape modifications must be pre-approved by the ACC (See also Declaration Articles IV and V.)
  4. Animals. All dogs must be leashed when outside a home or enclosed backyard and must be under the control of the person holding the leash at all times. Dogs may not be allowed to cause a nuisance or disturbance by barking excessively during day or nighttime hours. Owners must pick up after their pets, whether on the owner's lot, another lot, or the common area. (See also Declaration section 4.7.)
  5. Boats, trailers, other vehicles and equipment: Recreational equipment such as boats, jet skis, campers, RVs, motorcycles may not be parked or stored in view on any portion of the Lot or street. Temporary parking is allowed during times of actual loading and unloading only.
  6. Other. Examples of other common violations include: deferred maintenance including painted surfaces, noncomplying basketball goals, unsightly items stored in view, unscreened AC units, or window units.

### **SECTION XIII. POOL ENCLOSURE FENCING**

1. "Pool enclosure" means a fence that:
  - a. surrounds an existing approved water feature including a swimming pool or spa;
  - b. consists of transparent mesh or clear panels set in metal frames;
  - c. is not more than 6' tall at any point; and
  - d. is designed not to be climbable.
2. Subject to this rule, owners may install a pool enclosure around a water feature located solely on property wholly owned by the owner.
3. All pool enclosures must be black in color absent express approval of alternate color(s) by the architectural reviewing body of the association. The architectural reviewing body may approve an alternate color but has no duty to do so.
4. All pool enclosures must consist of transparent mesh set in metal frames absent express approval of an alternate construction design by the architectural reviewing body. The architectural reviewing body of the association may approve an alternate construction design but has no duty to do so.
5. All pool enclosures must be maintained in a neat and attractive condition.
6. All plans for any pool enclosure must first be submitted to the architectural reviewing body for approval and approved by the architectural reviewing body prior to construction. All architectural requirements of the dedicatory instruments shall also apply, except to the extent expressly in conflict with this rule.

## **SECTION XIV. SECURITY MEASURES**

1. General. The following rule outlines the restrictions applicable to security measures in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy. "Security measure" means any improvement designed to prevent criminals' access to the home or criminal acts involving the home. In the event of a question as to whether a requested installation is a security measure, the answer will be determined by the board in its sole reasonable discretion.
2. Cameras. Owners may not place cameras in any area other than their own lot. For example, owners may not install cameras in any common area of the association. All cameras must be mounted on the owner's home<sup>5</sup>, may not extend above the lowest portion of the roof line and may not extend from the façade of the home more than 2'. Cameras must be oriented so as to capture as little of a neighbor's property as reasonably possible<sup>6</sup>.
3. Perimeter fencing. Perimeter fencing when used in this section means any ground-mounted fence or portion thereof that is installed on near a boundary line of the lot and that is installed in a contiguous manner around the entirety of the lot boundaries. Perimeter fencing does not include ornamental fencing. Ornamental fencing is defined as any fencing of which any portion thereof is less than 48" in height. A gate in a fence is part of the fence for all purposes considered. Except to the extent expressly provided in other dedicatory instruments, the association may prohibit any fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the association's architectural review body. With regard to fencing adjacent to a street, alley, or other through-way, the association may require a particular setback so as to maintain a more uniform aesthetic.

Front yard fencing is discouraged. Unless otherwise approved in writing by the architectural reviewing body, all security fencing in the front yard (any portion of fencing in line with or in front of the front-most building line of the home) must consist of ornamental wrought iron or metal fencing, all portions of such fencing must be black in color, and must have the following specifications: pickets 1.75" square; rails 1.5" square; standard posts 2.5" square; picket spacing of at least 3" and not more than 4"; post spacing at least 8' on center; height of between 48" and 60"; no ornamentation (for example no picket tops or rail tops); no slats, planks, or other solid material. Unless otherwise approved by the Architectural Control Committee, front yard fencing must be (a) set back a minimum of two feet (2') and a maximum of four feet (4') from the edge of the sidewalk closest to the home (and if there is no sidewalk, the edge of the curb) and (b) consistent in alignment/location with any existing perimeter fencing within that contiguous neighborhood block.

Perimeter fencing along the side yard lot line must be aligned with existing side yard privacy fencing. Notwithstanding this rule, to the maximum extent allowed by law the Architectural Control Committee reserves the right to prohibit fencing in front of the front-most building line<sup>7</sup>.

4. Parameters; Plans and specifications. Prior to installation of any security measure, owners must submit plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot. Plans must be submitted to the association's architectural review body, and owners must receive prior written approval prior to installation of any improvements. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural reviewing body. The architectural reviewing body may require or prohibit the use of specific materials, colors, and designs and may require a specific location(s) for the security measure. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee) the approval must be received from the board.)

<sup>5</sup> For example cameras may not be mounted on a pole in the yard.

<sup>6</sup> For example Ring-type doorbell cameras often incidentally capture portions of properties across the street. This is not disallowed.

<sup>7</sup> For example if the law is amended to allow prohibition of front-yard fencing, the ACC may decline to approve front-yard fencing.

## **SECTION XV. BID PROTOCOL FOR PROJECTS EXCEEDING \$50,000.00**

In the event that the association proposes to contract for services that contemplate more than \$50,000 in expenditures in a single contract scope of work<sup>8</sup>, the association will solicit bids or proposals in accordance with the provisions of this section. The board or manager acting on behalf of the board shall use good faith effort to obtain at least three bids<sup>9</sup> for the project based on a consistent scope of work presented to the would-be bidders. The board will review any bids and make a final decision as to whom to award the contract. Among the factors the board may consider in its discretion when making its decision are: experience, reputation, pricing, past dealings, availability, warranties offered, ongoing warranties, and any other factor that the board in its reasonable discretion considers relevant. The board and manager will be deemed to have used good faith effort to obtain three bids if an agent of the association has submitted a bid request to at least three vendors and given each vendor at least seven days to submit a bid or proposal. Notwithstanding, multiple bids need not be solicited if after good faith efforts multiple service providers cannot be found, or using a different service provider would void one or more warranties.

## **SECTION XVI. INDEMNIFICATION**

The Articles of Incorporation of the Association contain mandatory indemnification provisions for directors and officers of the corporation but do not address Association committee members (Article XII). The Articles further address limitation of liability for directors of the corporation but do not address limitations for officers or committee members (Article XIII).

In the interest of protecting community volunteers and encouraging volunteerism, such indemnification and liability limitation provisions shall hereby apply equally to directors, officers, and committee members, past and current, and for such purposes Articles XII and XIII of the articles are incorporated herein by reference and deemed to apply to directors, officers, and committee members past and current.

## **SECTION XVII. PARKING GUIDELINES**

Declaration Section 4.7(b) (as amended in 2007) requires, among other things, Owners and occupants to park vehicles only in their respective garages or in off-street parking areas on their Lots.

A violation of Declaration Section 4.7(b) will be deemed to occur related to street parking when an Owner or occupant exhibits a street “parking pattern”. A “parking pattern” is established when any of the Owner’s or occupant’s vehicles are parked on the street for an extended period of time, on multiple days of the week, and/or on an on-going basis. This can also be defined as using the street as a routine parking space. The Board in its sole discretion will determine what constitutes a parking pattern.

### ***Enforceable Parking Guideline:***

Per Declaration Section 4.7(b) Owners and occupants are required to park their vehicles in the Owner’s or occupant’s garage and driveway spaces only. If the Owner or occupant has more vehicles than garage/driveway spaces allow, then your residence has a parking problem that can only be resolved by relocating vehicles to offsite parking or through an ACC request to build additional garage and/or driveway spaces.

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<sup>8</sup> This protocol is n/a for example to a contract payable monthly which over a number of months or years may eventually result in \$50,000 or more in expenditures.

<sup>9</sup> But recognizing that it is not feasible to obtain bids from parties who choose not to bid, is not required to obtain three bids and is only required to make good faith effort to attempt to do so.

This document does not condone parking in such a way that the sidewalk portion of the driveway is blocked.

***Acceptable Temporary Street Parking:***

Temporary street parking will not be considered a violation and a “parking pattern” will not be deemed to exist for acceptable temporary street parking. Examples of acceptable temporary street parking are:

1. Temporarily parking vehicles on the street while performing lot/yard maintenance such as yard work, tree trimming, cleaning out the garage, etc.
2. Temporarily parking vehicles on the street while children use the driveway to play basketball and other sports, to skateboard, etc.
3. Paid service providers performing their job at an Owner or occupant’s house may temporarily park on the street. Examples of service providers are house cleaners, child care providers, pool cleaners, landscapers, repairmen, utility providers, contractors, etc.
4. Temporary street parking is acceptable during holiday parties, large dinner parties and group meetings
5. Temporary street parking is acceptable for holiday visitors around the holidays.

## **SECTION XVIII. LEASING POLICY**

### **IMPORTANT NOTE TO OWNERS AND TENANTS:**

**The purpose of these leasing rules is to help ensure the right to peaceable enjoyment of the community by all residents; tenants, owners, or other occupants. It is important that all owners who desire to lease their property read and follow these rules to avoid inadvertent violation.**

**The rules follow. Among the more important provisions are:**

- \*Leases must be for a minimum of 30 days**
- \*Tenants must comply with all governing documents of the HOA**
- \*Tenants may not park on streets or at the amenities within community**
- \*Owners are responsible for any violations by tenants, occupants, or their guests**
- \*Owners may not advertise their Lots for lease for a term of less than 30 days**
- \*Fines for violation of the Leasing Rules will be as stated herein, and may be more than fines contained in the Enforcement Policy**

## LEASING

1. Definition of Leasing. A Lot is deemed “leased,” and its occupants deemed “tenants,” for purposes of this Section XI and other leasing-related provisions in the governing documents, except when: (i) the Lot is occupied exclusively by the Lot owner and any immediate family members occupying the home along with the Owner, (ii) the Lot is occupied exclusively by a person(s) immediately related to the owner by blood, marriage or adoption, (iii) the Lot is vacant, or (iv) title to the Lot is held by a corporation, trust, partnership, or other legal entity, with the primary purpose of providing occupancy to the current occupant who is an employee, officer, director, partner of the entity or is otherwise affiliated with the entity<sup>10</sup>. This definition applies irrespective of whether there is a written agreement between the Lot owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy. Notwithstanding, live-in domestic help for customary residential purposes is permitted (per Declaration §4.8(y)). The terms “rented” and “leased” are used interchangeably and have the same meaning in this rule.
  
2. General Lease Conditions. The leasing of Lots is subject to the following general conditions:
  - (1) no Lot may be rented for transient or hotel purposes or for an initial lease term of less than 30 days;
  - (2) must be made subject to the declaration, bylaws, and rules of the association;
  - (3) an owner is responsible for providing his tenants with copies of the governing documents and notifying them of changes thereto; owners are responsible for all governing documents violations by their tenants, occupants, or their guests;
  - (4) each tenant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances;
  - (5) tenants must park vehicles within the garage or other off street parking area on the Lot; and
  - (6) no Owner may advertise the lease of any Lot for a term of less than the minimum lease term. All advertisements for the lease of a Lot must clearly state that the minimum lease term required by this rule (or any longer term the Owner wishes to apply). Daily or weekly rates (or any rate less than monthly) may not be advertised. Rooms may not be advertised for rent (less than the entire home may not be advertised for rent). Fines will automatically be assessed for any violation of this rule, regardless of whether the advertised Lot is actually leased for a period of less than the minimum lease term. Fines will be assessed in an amount determined by the board, provided that the minimum amount of fine for violation of this rule shall be the advertised nightly, or prorated nightly (if ad offers no daily but a weekly or monthly rate), rate offered in any advertisement.
  - (7) Per declaration §4.8(y), rooms may not be rented; no part of the home may be leased. For example a bedroom may not be leased to a boarder (regardless of whether the owner lives in the home.) If the home is leased it must be leased in its entirety.
  
3. Violations. Notwithstanding any language to the contrary in the other applicable deed restrictions of the Association, the minimum fine<sup>11</sup> for any violation of this leasing rule involving either violation of the **minimum lease term** or **lease advertising** provisions shall be \$500 per violation, or the listed daily rate + \$100, whichever is higher. The minimum fine for **tenants parking on the street or at the amenities** shall be \$100 per day. Each day a violation continues may be considered a separate violation. For repeat violations of the short term leasing rule (leasing on multiple

<sup>10</sup> For example, a Lot owned by a trust for the purpose of providing housing for the trust beneficiary. In the event of a question, the Board will determine whether a Lot is considered leased. All Owners must within 5 business days of written request of the Board provide documentation as to all occupants of the home (including name and vehicle(s) associated with the occupant), how the occupants are related and documentation of such relation, and other documentation the board requests related to occupancy (regardless of whether the Owner considers the home leased.)

<sup>11</sup> The fines stated in this paragraph are the minimum fines. The board may in its discretion approve a larger fine on a case-by-case basis.



occasions for a period of less than 30 days), the fines shall escalate in \$500 increments, and each day of the violation may be considered a separate violation. The association's managing agent shall have the authority and absent board resolution otherwise on a case-by-case basis is directed to implement/levy these fines for violations of this nature and shall provide any notice required for such levy.

4. Per Section 4.3 of the Declaration, each Lot/Residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated persons living and cooking together as a single housekeeping unit.
5. **Leasing Information.** To the extent leasing is authorized under other dedicatory instruments, in addition to any other information required by any dedicatory instrument to be provided regarding leasing, the following information must be provided to the Association within seven days of the owner entering into any lease for the owner's property:
  - \*contact information including name, mailing address, phone number and email address for each person who will reside at the property (all tenants and occupants); and
  - \*the commencement date and term of the lease.

### **SECTION XIX STANDBY ELECTRIC GENERATOR POLICY**

1. **General.** Unless otherwise approved in writing by the Architectural Control Committee (the "ACC"), which approval may be denied, approved, or approved with conditions, an Owner may not install a standby electric generator except in compliance with this rule.
2. **Scope of Rule.** A standby electric generator is the only device that may be used to provide backup electric service to a residence. A "standby electric generator" means a device that converts mechanical energy to electric energy and is:
  - a. Powered by natural gas, liquefied petroleum gas, diesel fuel, or hydrogen;
  - b. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
  - c. Connected to the main electrical panel of a residence by a manual or automatic transfer switch;
  - d. Rated for a generating capacity of not less than seven (7) kilowatts; and
  - e. Permanently installed on a lot.
3. **Conflict with Other Provisions.** Per state law, this rule relating to standby electric generators controls over any contrary provision in the Association's governing documents.
4. **Prior Approval Required.** Prior to the installation of any standby electric generator or any part thereof, an owner must receive written approval of the ACC. Owners wishing to install standby electric generators must submit plans and specifications to the ACC. The following requirements apply to plans and specifications:
  - a. An owner must provide a reasonably accurate and scaled schematic of the lot showing the property boundaries of the lot and the location of the residence, other permanent structures, fencing, and any adjoining streets. The schematic must also contain a scaled drawing of the generator at the proposed location, and indicate the distance (in feet and inches) from the closest rear and side lot line.
  - b. All other applicable information typically required by the Association for architectural approval (e.g., color samples, samples of screening materials, etc.) and necessary to ensure compliance with this rule must also be provided.
5. **Installation.** The following installation requirements apply to standby electric generators:
  - a. Installation must be done in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.

- b. All electrical, plumbing, and fuel line connections must be installed by a licensed contractor.
  - c. All electrical connections must be installed in accordance with applicable governmental health, safety, electric, and building codes.
  - d. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes.
  - e. All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
  - f. If a generator uses a fuel tank that is separate from the generator (i.e., the tank is not manufactured as an integral part of the generator system), the fuel tank must be installed in compliance with municipal zoning ordinances and governmental health, safety, electrical, and building codes.
6. Maintenance. The following maintenance requirements apply to standby electric generators:
- a. The generator and its electrical and fuel lines must be maintained in good condition at all times, including maintenance that is in compliance with the manufacturer's specifications and applicable governmental health, safety, electric, and building codes.
  - b. Any deteriorated or unsafe component of a standby electric generator, including electrical and fuel line, must be promptly repaired, replaced, or removed.
  - c. A generator may be tested for preventative maintenance only between 9:00AM and 6:00PM and not more frequently than suggested by the manufacturer.
7. Location. The following requirements apply to the location of a standby electric generator:
- a. Generators must be located in the rear yard area of the lot (behind the rear-most building line of the home). The generator may not be visible from a street, any common area, or the ground level of another lot unless it is screened in compliance with section 8.
  - b. The ACC may, in its sole discretion, grant a variance to allow the generator to be located in an area other than as described in subsection (a) if the ACC deems that a variance is appropriate as a result of topographical or other issues and a plan for adequate screening of the generator is submitted and approved.
  - c. The ACC will grant a variance allowing the generator to be installed in a location other than as required under subsection (a) if the owner can document in a format reasonably acceptable to the ACC that locating the generator in the rear yard will increase the installation cost by more than 10% or increase the cost of installing and connecting fuel lines by more than 20%. Even if such a variance is granted, the screening requirements outlined in section 8 must be met.
  - d. Generators are expressly prohibited from being located on Association common areas or any other areas maintained by the Association.
  - e. No portion of the generator may be installed within any applicable setback.
8. Screening. Owners must completely screen a standby electric generator from view if the generator is:
- a. Visible from the street faced by the dwelling;
  - b. Located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned or maintained by the Association; or
  - c. Located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned or maintained by the Association.

Submitted plans must include as-installed dimensions and types of all landscaping to be used for screening and the color, materials, and dimensions of any proposed screening materials and/or structures.

9. Allowable Use. A standby electric generator may not be used to generate all or substantially all of the electrical power to a residence except when utility-generated electrical power is unavailable or intermittent due to causes other than nonpayment for utility service to the residence.

## SECTION XX. ENFORCEMENT POLICY

### Summary of Enforcement Policy

1. Send Courtesy Warning Letter (optional)
  2. Send 209 Violation Notice (In accordance with Texas Property Code Ch. 209)
  3. Levy fines and/or damage assessments as appropriate
  4. Subsequent Violation Notices (optional)
- The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.*

### 1. **Violation Notices.**

i. Courtesy Warning Letter (optional). At the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter via email or mail.

ii. 209 Violation Notice. If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:

A. Send a certified warning letter noting a possible fine and/or other remedy.

\*If the violation is curable, any fine will levy if the violation is not cured by a stated deadline.

\*If the violation is an incurable or health/safety violation, the fine will levy immediately.

\*Other remedies include suspending common area usage rights and assessing a damage assessment.

Any such action shall be initiated by sending a 209 Violation Notice to the owner in accordance with state law.

iii. Subsequent Violation Notices for continuing or repeat violations. If an owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as by law such notices are not required to comply with Section 209 of the Texas Property Code, including the requirements set forth in Section 1(ii) above.

### 2. **209 Violation Notices – Curable vs. Uncurable Violations.**

i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; and ongoing noise violations such as a barking dog.

ii. Uncurable Violation. Uncurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a threat to public health or safety. The following is a non-exhaustive list of uncurable violations: shooting fireworks,

committing a noise violation that is not ongoing, damaging common area property, and holding a prohibited gathering.

3. **209 Violation Notices -- When a fine or damage assessment may be levied; Board hearings.**

i. Curable Violations – Initial Fine. If an owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, any fine noted in the 209 Violation Notice shall not be levied. If the owner fails to cure the violation by the deadline, any fine noted in the 209 Violation Notice shall be levied after the time has lapsed for the owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held and a decision is made to uphold the fine.

ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be imposed in a 209 Violation Notice for an uncurable violation, regardless of whether the owner subsequently requests a Board hearing.

iii. Subsequent Fines. This Section 3 does not apply to fines levied after the initial fine. (See Section 1(iii) – Subsequent Violations, above.)

4. **Categories; Standard Fine Schedule.** Below is the Standard Fine Schedule for violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below). Any mailing or transmittal fee for letters, emails, or other messages sent pursuant to this rule shall be levied in addition to the fine and considered part of the fine.*

i. Categories of restrictive covenants. The general categories of restrictive covenants for which the Association may levy fines are (the Association may levy fines for violations of the following restrictive covenants of the Association):

1. Declaration, and any amendments thereto;
2. Bylaws, and any amendments thereto;
3. Rules and policies, including design guidelines, and any amendments thereto; and
4. Articles of Incorporation or Certificate of Formation of the Association, and any amendments thereto.

ii. Curable Violations. For all categories of violations, if the violation is of a curable nature, the following general fine schedule applies:

- |    |                               |   |
|----|-------------------------------|---|
| A. | Courtesy Warning Notice:      | No fine.  |
| B. | 209 Violation Notice:         | \$25.00 fine (daily/weekly or one-time plus any mailing fee); and/or suspension of common area usage rights if violation not cured by stated deadline |
| C. | Subsequent Violation Notices: | \$50.00 fine (daily/weekly or one-time plus any mailing fee);<br>\$100.00 fine (daily/weekly or one-time plus any mailing fee);                       |

\$125.00 fine (daily/weekly or one-time);  
plus any mailing fee);

(Increases \$25.00 for each additional notice).

- iii. Uncurable Violations. For all categories of violation, if the violation is of an uncurable nature, the follow general fine schedule applies:

- A. 209 Violation Notice: \$50.00 fine (plus any mailing fee); or  
Property damage assessment.
- B. Subsequent Violation Notices: \$75.00 fine (plus any mailing fee);  
\$100.00 fine (plus any mailing fee);  
\$125.00 fine (plus any mailing fee);

(Increases \$25.00 for each additional notice).

- iv. Leasing violations. See also Leasing Policy for fine schedules related to certain leasing violations.

5. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner<sup>12</sup>, that hearing shall be held. At the board's election, the hearing may be held either in person or by remote communication. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.
6. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy initial or subsequent fines according to the Standard Fine Schedule, and levy property damage assessments, and levy enforcement costs, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis at a properly noticed meeting if and when it deems appropriate.
7. **Future changes in state law.** This Deed Restriction Enforcement Policy is intended to reflect current state law requirements, including those established under Section 209 of the Texas Property Code. If such laws are changed in the future, this policy shall be deemed amended to reflect such changes.
8. **Owners as Responsible Party.** If the owner, a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related lot.

<sup>12</sup> See attached for §209.007 hearing provisions at the time this rule was filed of record.

9. **Unpaid amounts.** Unless otherwise determined by the board, accounts with delinquencies of more than 90 days will be referred to Association legal counsel for collection. Upon such referral legal counsel is authorized to take whatever action necessary to collect the amounts due including without limitation demand letters, lien filing, and foreclosure action, and in the event of bankruptcy, appropriate filings and motions and monitoring to protect the Association's interest.
10. **Self Help Remedy.** If a violation of any deed restriction occurs, that can be cured or partially cured by self-help (the association entering a Lot and remedying the violation, such as force-mow, debris removal, or other such action), the management company retained by the Association shall have the authority without further Board action, unless otherwise directed on a case by case basis by the Board, to pursue the self-help remedy. Such remedy shall be pursued only after at least 3 days written notice to the owner. Associated costs will be charged to the owner's account as a special assessment pursuant to Article III, Section 3.3 of the Declaration and collected in accordance with the collection policy outlined in this Section. (See also Declaration §7.3).

## 11. Texas Property Code §209.007

**Sec. 209.007. HEARING BEFORE BOARD; ALTERNATIVE DISPUTE RESOLUTION.**

(a) Except as provided by Subsection (d) and only 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 in issue before the board.

(b) Repealed by Acts 2021, 87th Leg., R.S., Ch. 951 (S.B. 1588), Sec. 22(2), eff. September 1, 2021.

(c) The association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the association may make an audio recording of the meeting.

(d) The notice and hearing provisions of Section 209.006 and this section do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 209.006 and this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

(e) An owner or property owners' association may use alternative dispute resolution services.

(f) Not later than 10 days before the association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.

(g) If an association does not provide a packet within the period described by Subsection (f), an owner is entitled to an automatic 15-day postponement of the hearing.

(h) During a hearing, a member of the board or the association's designated representative shall first present the association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

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**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2023104681**

Pages: 25 Fee: \$118.00

12/21/2023 02:43 PM

OSALINAS



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas



STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

That I, Bon Terre-B, Ltd., a Texas limited partnership, the owners of the certain tract of land recorded in Doc. 199961932 of the Official Records of Williamson County, Texas do hereby dedicate to the public use forever the streets, alleys, easements and all other lands intended for public dedication as shown hereon.

Bon Terre-B, Ltd., a Texas limited partnership

By: WJH Corporation, a Texas corporation  
its general partner

By: Walter J. Humann  
Walter J. Humann  
President

THE STATE OF TEXAS }  
COUNTY OF DALLAS }

This instrument was acknowledged before me on the 11th day of May, 2000, by Walter J. Humann.

James M. Stetson  
Notary Public, State of Texas  
Printed Name: James M. Stetson  
My Commission Expires: 2/14/04



STATE OF TEXAS }  
COUNTY OF DALLAS }

That I, Bank One, Texas, NA, the Lien Holder of the certain tract of land recorded in Doc. 199961932 of the Official Records of Williamson County, Texas do hereby consent to the subdivision of 112.30 acres of land situated in the City of Round Rock, Williamson County, Texas, and do further hereby join, approve, and consent to the dedication to the public use forever the streets, alleys, easements and all other lands intended for public dedication as shown hereon.

Bank One, Texas, NA

By: Dale Renner  
Dale Renner  
Vice President

THE STATE OF TEXAS }  
COUNTY OF DALLAS }

This instrument was acknowledged before me on the 17th day of May, 2000, by Dale Renner.

Nancy D. Webb-Martin  
Notary Public, State of Texas  
Printed Name: Nancy D. Webb-Martin  
My Commission Expires: 03-15-2003



THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

Approved this 1st day of SEPTEMBER, 1999, A.D., by the City Planning and Zoning Commission of the City of Round Rock, Texas, and authorized to be filed for record by the County Clerk of Williamson County, Texas.

Al Kosik  
Al Kosik, Chairman

Frank H. DeCastillo Jr.  
Commission Secretary  
Frank H. DeCastillo Jr.

PASSED AND APPROVED, on the 1st day of SEPTEMBER, 1999, A.D.

Robert A. Stuka, Jr.  
Robert A. Stuka, Jr., Mayor  
City of Round Rock, Texas

Joanne Land  
Joanne Land, City Secretary  
City of Round Rock, Texas

THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certification of authentication, was filed for record in my office on the 27 day of JUNE, A.D., 2000, A.D., at 3:04 o'clock P. M. and duly recorded on the 28 day of JUNE, A.D., 2000, A.D., at 11:05 o'clock A.M. in the Plat Records of said County, in Cabinet S, Slides 331, 332, 333, 334, 335 & 336.

WITNESS MY HAND AND SEAL of the County Court of said County, at office in Georgetown, Texas, the date last above written.

NANCY RISTER, Clerk, County Court  
Williamson County, Texas

By: Penny Anderson



THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

That I, Steven D. Widacki, do hereby certify that the information contained on this plat complies with the subdivision ordinances and the stormwater drainage policy adopted by the City of Round Rock, Texas.

Steven D. Widacki  
Steven D. Widacki, Licensed Professional Engineer No. 66138  
5/1/00  
Date

THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

That I, John Strawbridge, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision, substantially in accordance with the Subdivision Regulations of the City of Round Rock, Texas.

John Strawbridge  
John Strawbridge, Registered Professional Land Surveyor No. 4283

5/1/00  
Date



#### GENERAL NOTES:

1. Driveway access to Forest Creek Drive is prohibited.
2. No obstructions are permitted within drainage easements except as approved by the city of Round Rock and Williamson County.
3. All building slab elevations shall be 1 foot above any point of the lot within 5 feet of the perimeter of the building.
4. Lot 1 of Block A, Lot 1 of Block C, Lot 1 of Block B & Lot 31 of Block E are to be owned and maintained by the Home Owner's Association.
5. Sidewalks will be constructed in accordance with the City of Round Rock Subdivision Ordinance.
6. All single family lots contain an area of at least 6500 sq. ft.
7. A subdivision ordinance required fence shall be constructed on both sides of Forest Creek Drive.
8. Driveway access to Lake Forest Drive is prohibited from the following lots: 1,8,9,16,17,24,25,30, Block E; Lot 1,67, Block F; Lot 2, Block C; and Lots 3,15,21, Block D.
9. Driveway access to Collingwood Drive is prohibited from the following lots: Lots 2,9,10,17,18, and 27, Block A.
10. Lots 14,15,16,27,28,29,40,41,52 and 53, Block F, shall contain at least 10,000 square feet of lot area and are restricted to one-story buildings.

#### FLOODPLAIN NOTE:

All single family lots are outside the ultimate 100 year floodplain.

#### EASEMENT NOTES:

1. There shall be a 10' Public Utility Easement parallel and adjacent to all street Right of Ways.
2. Building setbacks shall be established in accordance with the City of Round Rock Zoning Ordinance.

OWNER: BON-TERRA, LTD., A TEXAS LIMITED PARTNERSHIP  
ACREAGE: 112.30

SURVEY: JOS. MARSHALL SURVEY, ABST. 409  
NUMBER OF BLOCKS: 8

NUMBER OF LOTS: 246

LINEAR FEET OF NEW STREETS: 13650

DATE: MAY 1, 2000

ENGINEER AND SURVEYOR: CARTER & BURGESS, INC.

BENCHMARK DESCRIPTION & ELEVATION: "X CUT" ON HEADWALL LOCATED 50 SOUTHEAST OF THE SOUTHEAST CORNER OF MR. GATTIS PIZZA, IN THE NORTHEAST QUADRANT OF THE INTERSECTION OF GATTIS SCHOOL RD. & CR 122 IN ROUND ROCK.

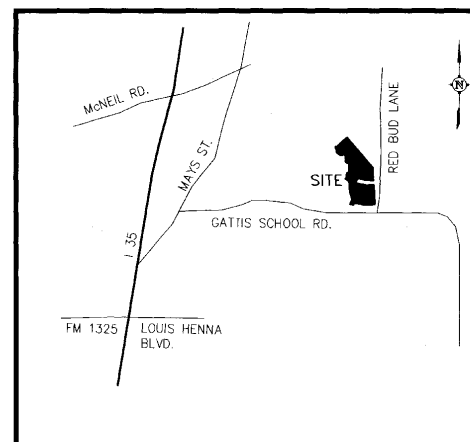
ELEV. 785.22'

Developer:  
Berkshire, Inc.  
Joel H. Robuck  
President

3816 Bryn Mawr  
Dallas, Texas 75225  
Tel. (214)361-7830

A 10 foot City of Round Rock Sidewalk Easement, located on the north and south sides of Forest Creek Drive and the west side of Lake Forest Drive, is included on this final plat on the following HOA Lots:

1. Block A, Lot 1
2. Block B, Lot 1
3. Block C, Lot 1
4. Block E, Lot 31



PROJECT: LAKE FOREST  
SEC. ONE  
PROJECT NO: 995091010052  
DATE: JULY, 1999  
SCALE: 1" = 100'  
SURVEYOR: J. STRAWBRIDGE  
TECHNICIAN: A. YANEZ  
DRAWING PATH: 995091010  
FIELDNOTES: 99-052  
PARTYCHIEF: G.SANDERS, B. MAGLEY  
FIELDBOOKS: 99-041,99-042

**Carter & Burgess**  
Consultants in Engineering, Surveying, Architecture,  
Construction Management and Related Services  
Carter and Burgess, Inc.  
Barton Oaks Plaza V  
901 South MoPac Expressway Suite 200  
Austin, Texas 78746  
(512)314-9100 Fax (512)314-9125  
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LAKE FOREST  
SECTION ONE  
FINAL PLAT

SHEET  
1  
OF  
6

C&B DWG No.  
995091010

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°00'00"	25.00'	39.27'	S56°54'31"W	35.36'
C2	14°24'50"	1225.00'	308.17'	S85°17'54"E	307.36'
C3	49°59'41"	20.00'	17.45'	N67°30'28"W	16.90'
C4	27°59'23"	50.00'	244.34'	N02°30'19"W	64.29'
C5	49°59'41"	20.00'	17.45'	N62°29'50"E	16.90'
C6	92°27'40"	25.00'	40.34'	S43°54'09"E	36.11'
C7	06°35'50"	975.00'	112.26'	N00°50'14"W	112.30'
C8	87°14'30"	25.00'	38.14'	S33°25'06"W	34.55'
C9	49°59'41"	20.00'	17.45'	N67°30'28"W	16.90'
C10	27°59'23"	50.00'	244.34'	N02°30'19"W	64.29'
C11	49°59'41"	20.00'	17.45'	N62°29'50"E	16.90'
C12	90°01'40"	25.00'	39.28'	S51°48'00"E	35.36'
C13	89°59'52"	25.00'	39.27'	S38°12'46"W	35.35'
C14	49°59'41"	20.00'	17.45'	N67°30'28"W	16.90'
C15	27°59'23"	50.00'	244.34'	N02°30'19"W	64.29'
C16	49°59'41"	20.00'	17.45'	N62°29'50"E	16.90'
C17	90°00'07"	25.00'	39.27'	S51°47'14"E	35.36'
C18	06°32'11"	325.00'	37.08'	N10°03'15"W	37.06'
C19	13°42'21"	275.00'	65.78'	S06°28'10"E	65.63'
C20	100°40'14"	25.00'	43.93'	S50°43'08"E	38.49'
C21	13°33'33"	430.00'	101.76'	S85°43'32"E	101.52'
C22	49°59'41"	20.00'	17.45'	N67°30'28"W	16.90'
C23	27°59'23"	50.00'	244.34'	N02°30'19"W	64.29'
C24	49°59'41"	20.00'	17.45'	N62°29'50"E	16.90'
C25	14°24'50"	200.00'	25.60'	S09°17'54"E	25.34'
C26	90°00'00"	25.00'	39.27'	S33°05'29"E	35.36'
C27	90°55'37"	25.00'	39.67'	S56°26'42"W	35.64'
C28	18°42'34"	470.00'	153.47'	S01°37'37"W	152.79'
C29	19°38'11"	330.00'	113.10'	N02°05'25"E	112.55'
C30	90°00'00"	25.00'	39.27'	S33°05'29"E	35.36'
C31	19°38'11"	270.00'	92.53'	N02°05'25"E	92.08'
C32	19°38'11"	530.00'	181.64'	S02°05'25"W	180.75'
C33	90°00'00"	25.00'	39.27'	N33°05'29"W	35.36'
C34	19°38'11"	325.00'	111.38'	S02°05'25"W	110.84'
C35	19°38'11"	580.00'	198.79'	N02°05'25"E	197.81'
C36	19°38'11"	630.00'	215.91'	N02°05'25"E	214.86'
C37	19°38'11"	275.00'	94.25'	S02°05'25"W	93.79'
C38	90°00'00"	25.00'	39.27'	S56°54'31"W	35.36'
C39	81°47'12"	25.00'	35.69'	N37°11'53"W	32.73'
C40	17°01'04"	325.00'	96.53'	S04°48'49"E	96.18'
C41	06°32'11"	275.00'	31.37'	N10°03'15"W	31.36'
C42	09°06'50"	925.00'	147.14'	N02°14'45"W	146.29'
C43	92°29'31"	25.00'	40.36'	N48°34'26"E	36.12'
C44	97°05'19"	1175.00'	145.37'	S81°38'09"E	145.28'
C45	90°00'00"	25.00'	39.27'	N56°54'31"E	35.36'
C46	90°00'00"	25.00'	39.27'	S33°05'29"E	35.36'
C47	52°38'01"	50.00'	45.93'	S63°49'00"W	44.33'
C48	53°10'28"	50.00'	46.26'	N63°21'45"W	44.63'
C49	55°44'59"	50.00'	48.65'	N09°59'01"W	46.75'
C50	55°11'14"	50.00'	48.16'	N46°29'05"E	46.32'
C51	63°24'40"	50.00'	55.34'	S74°12'58"E	52.56'
C52	70°20'03"	50.00'	61.38'	S72°40'01"W	57.60'
C53	38°25'37"	50.00'	33.53'	N52°57'09"W	32.91'
C54	44°38'36"	50.00'	38.96'	N11°25'03"W	37.98'
C55	44°53'03"	50.00'	39.17'	N33°20'47"E	38.17'
C56	66°07'26"	50.00'	57.70'	N88°51'01"E	54.55'
C57	15°34'38"	50.00'	13.59'	S50°17'57"E	13.55'
C58	28°01'23"	50.00'	24.45'	S51°30'41"W	24.21'
C59	58°38'50"	50.00'	51.18'	N09°59'01"E	48.98'
C60	53°17'17"	50.00'	46.50'	N29°11'00"W	44.84'
C61	46°20'00"	50.00'	40.43'	N20°37'38"E	39.34'
C62	64°16'31"	50.00'	56.09'	N75°55'54"E	53.20'
C63	29°25'13"	50.00'	25.67'	S57°13'14"E	25.39'
C65	02°39'31"	380.00'	17.67'	S79°25'25"E	17.67'
C66	11°44'59"	380.00'	77.93'	S86°37'50"E	77.79'
C67	05°03'35"	430.00'	37.97'	S89°58'21"E	37.96'
C68	08°29'20"	430.00'	63.79'	S84°11'45"E	63.73'
C69	03°07'25"	875.00'	47.75'	S84°46'30"W	47.74'
C70	01°09'23"	875.00'	17.66'	S86°54'59"W	17.66'
C73	81°03'42"	50.00'	70.74'	S78°01'51"W	64.99'
C74	58°55'59"	50.00'	51.43'	N31°58'19"W	49.19'
C75	51°20'25"	50.00'	44.80'	N23°09'53"E	43.36'
C76	88°39'17"	50.00'	77.37'	S86°50'16"E	69.88'
C77	05°42'20"	975.00'	97.09'	N01°24'59"W	97.05'
C78	00°53'30"	975.00'	15.17'	N01°52'56"E	15.17'
C79	03°26'16"	925.00'	55.50'	N01°36'31"E	52.45'
C80	04°30'44"	925.00'	72.85'	N03°21'57"W	72.83'
C81	01°09'51"	925.00'	18.80'	N06°12'15"W	18.79'
C82	01°42'15"	1225.00'	36.43'	S78°56'36"E	36.43'
C83	03°22'10"	1225.00'	72.04'	S81°28'49"E	72.03'
C84	03°22'10"	1225.00'	72.04'	S84°50'59"E	72.03'
C85	03°22'10"	1225.00'	72.04'	S88°13'09"E	72.03'
C86	02°36'05"	1225.00'	55.62'	N88°47'43"E	55.61'
C87	01°29'20"	1175.00'	28.49'	S73°47'09"E	28.48'
C88	05°41'59"	1175.00'	116.89'	S82°19'49"E	115.84'
C89	03°56'20"	580.00'	39.87'	N05°45'30"W	39.86'
C90	09°45'23"	580.00'	98.76'	N01°05'21"E	98.64'
C91	05°56'29"	580.00'	60.14'	N08°56'17"E	60.12'
C92	03°27'13"	630.00'	37.97'	N06°00'04"W	37.97'
C93	06°21'58"	630.00'	70.00'	N01°05'28"W	69.96'
C94	06°23'08"	630.00'	70.21'	N01°17'05"E	70.18'
C95	03°25'52"	630.00'	37.73'	N01°11'35"E	37.72'
C96	00°49'30"	325.00'	4.67'	S07°18'59"E	4.67'
C97	12°26'42"	325.00'	70.59'	S00°40'57"E	70.45'
C98	03°56'20"	580.00'	39.87'	N05°45'30"W	39.86'
C99	09°45'23"	580.00'	98.76'	N01°05'21"E	98.64'
C100	05°56'29"	580.00'	60.14'	N08°56'17"E	60.12'
C102	03°27'13"	630.00'	37.97'	N06°00'04"W	37.97'
C103	06°21'58"	630.00'	70.00'	N01°05'28"W	69.96'
C104	06°23'08"	630.00'	70.21'	N01°17'05"E	70.18'
C105	03°25'52"	630.00'	37.73'	N01°11'35"E	37.72'
C106	00°49'30"	325.00'	4.67'	S07°18'59"E	4.67'
C107	12°26'42"	325.00'	70.59'	S00°40'57"E	70.45'
C108	03°56'20"	580.00'	39.87'	N05°45'30"W	39.86'
C109	09°45'23"	580.00'	98.76'	N01°05'21"E	98.64'
C110	05°56'29"	580.00'	60.14'	N08°56'17"E	60.12'
C111	03°27'13"	630.00'	37.97'	N06°00'04"W	37.97'
C112	06°21'58"	630.00'	70.00'	N01°05'28"W	69.96'
C113	06°23'08"	630.00'	70.21'	N01°17'05"E	70.18'
C114	03°25'52"	630.00'	37.73'	N01°11'35"E	37.72'
C115	00°49'30"	325.00'	4.67'	S07°18'59"E	4.67'
C116	12°26'42"	325.00'	70.59'	S00°40'57"E	70.45'
C117	03°56'20"	580.00'	39.87'	N05°45'30"W	39.86'
C118	09°45'23"	580.00'	98.76'	N01°05'21"E	98.64'
C119	05°56'29"	580.00'	60.14'	N08°56'17"E	60.12'
C120	03°27'13"	630.00'	37.97'	N06°00'04"W	37.97'
C121	06°21'58"	630.00'	70.00'	N01°05'28"W	69.96'
C122	06°23'08"	630.00'	70.21'	N01°17'05"E	70.18'
C123	03°25'52"	630.00'	37.73'	N01°11'35"E	37.72'
C124	00°49'30"	325.00'	4.67'	S07°18'59"E	4.67'
C125	12°26'42"	325.00'	70.59'	S00°40'57"E	70.45'
C126	03°56'20"	580.00'	39.87'	N05°45'30"W	39.86'
C127	09°45'23"	580.00'	98.76'	N01°05'21"E	98.64'
C128	05°56'29"	580.00'	60.14'	N08°56'17"E	60.12'
C129	03°27'13"	630.00'	37.97'	N06°00'04"W	37.97'
C130	06°21'58"	630.00'	70.00'	N01°05'28"W	69.96'
C131	06°23'08"	630.00'	70.21'	N01°17'05"E	70.18'
C132	03°25'52"	630.00'	37.73'	N01°11'35"E	37.72'
C133	00°49'30"	325.00'	4.67'	S07°18'59"E	4.67'
C134	12°26'42"	325.00'	70.59'	S00°40'57"E	70.45'
C135	03°56'20"	580.00'	39.87'	N05°45'30"W	39.86'
C136	09°45'23"	580.00'	98.76'	N01°05'21"E	98.64'
C137	05°56'29"	580.00'	60.14'	N08°56'17"E	60.12'
C138	03°27'13"	630.00'	37.97'	N06°00'04"W	37.97'
C139	06°21'58"	630.00'	70.00'	N01°05'28"W	69.96'
C140	06°23'08"	630.00'	70.21'	N01°17'05"E	70.18'
C141	03°25'52"	630.00'	37.73'	N01°11'35"E	37.72'
C142	00°49'30"	325.00'	4.67'	S07°18'59"E	4.67'
C143	12°26'42"	325.00'	70.59'	S00°40'57"E	70.45'
C144	03°56'20"	580.00'	39.87'	N05°45'30"W	39.86'
C145	09°45'23"	580.00'	98.76'	N01°05'21"E	98.64'
C146	05°56'29"	580.00'	60.14'	N08°56'17"E	60.12'
C147	03°27'13"	630.00'	37.97'	N06°00'04"W	37.97'
C148	06°21'58"	630.00'	70.00'	N01°05'28"W	69.96'
C149	06°23'08"	630.00'	70.21'	N01°17'05"E	70.18'
C150	03°25'52"	630.00'	37.73'	N01°11'35"E	37.72'
C151	00°49'30"	325.00'	4.67'	S07°18'59"E	4.67'
C152	12°26'42"	325.00'	70.59'	S00°40'57"E	70.45'
C153	03°56'20"	580.00'	39.87'	N05°45'30"W	39.86'
C154	09°45'23"	580.00'	98.76'	N01°05'21"E	98.64'
C155	05°56'29"	580.00'	60.14'	N08°56'17"E	60.12'
C156	03°27'13"	630.00'	37.97'	N06°00'04"W	37.97'
C157	06°21'58"	630.00'	70.00'	N01°05'28"W	69.96'
C158	06°23'08"	630.00'	70.21'	N01°17'05"E	70.18'
C159	03°25'52"	630.00'	37.73'	N01°11'35"E	37.72'
C160	00°49'30"	325.00'	4.67'	S07°18'59"E	4.67'
C161	12°26'42"	325.00'	70.59'	S00°40'57"E	70.45'
C162	03°56'20"	580.00'	39.87'	N05°45'30"W	39.86'
C163	09°45'23"	580.00'	98.76'	N01°05'21"E	98.64'
C164	05°56'29"	580.00'	60.14'	N08°56'17"E	60.12'
C165	03°27'13"	630.00'	37.97'	N06°00'04"W	37.97'
C166	06°21'58"	630.00'	70.00'	N01°05'28"W	69.96'
C167	06°23'08"	630.00'	70.21'	N01°17'05"E	70.18'
C168	03°25'52"	630.00'	37.73'	N01°11'35"E	37.72'
C169	00°49'30"	325.00'	4.67'	S07°18'59"E	4.67'
C170	12°26'42"	325.00'	70.59'	S00°40'57"E	70.45'
C171	03°56'20"	580.00'	39.87'	N05°45'30"W	39.86'
C172	09°45'23"	580.00'	98.76'	N01°05'21"E	98.64'
C173	05°56'29"	580.00'	60.14'	N08°56'17"E	60.12'
C174	03°27'13"	630.00'	37.97'	N06°00'04"W	37.97'
C175	06°21'58"	630.00'	70.00'	N01°05'28"W	69.96'
C176	06°23'08"	630.00'	70.21'	N01°17'05"E	70.18'
C177	03°25'52"	630.00'	37.73'	N01°11'35"E	37.72'
C178	00°49'30"	325.00'	4.67'	S07°18'59"E	4.67

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	BEARING
C259	10°29'36"	896.00'	164.10'	S83°09'08"W
C260	04°42'51"	325.00'	26.74'	S71°28'48"W
C261	04°42'51"	275.00'	22.63'	S71°28'48"W
C262	61°39'49"	25.00'	26.91'	N49°13'36"E
C263	24°54'47"	25.00'	10.87'	N03°03'42"W
C264	18°08'15"	270.00'	85.47'	N04°35'12"W
C265	20°05'35"	270.00'	94.69'	N43°42'07"W
C266	09°58'58"	330.00'	57.50'	S62°03'54"E
C267	16°34'16"	330.00'	95.44'	S48°47'18"E
C268	52°30'20"	25.00'	22.91'	S75°50'30"E
C269	34°04'15"	25.00'	14.87'	S32°13'13"E
C270	23°14'15"	330.00'	133.84'	N40°35'34"W
C271	01°32'13"	330.00'	8.85'	N52°58'48"W
C272	63°07'07"	50.00'	35.08'	S87°43'39"E
C273	78°31'51"	50.00'	68.53'	N01°26'52"E
C274	78°31'51"	50.00'	68.53'	N57°04'59"W
C275	59°48'34"	50.00'	52.19'	S53°44'49"W
C276	21°10'15"	25.00'	9.24'	S68°17'29"W
C277	27°01'07"	25.00'	11.79'	N87°36'50"W
C278	87°56'49"	50.00'	76.75'	N61°55'20"E
C279	72°29'46"	50.00'	63.26'	N08°17'58"W
C280	78°56'04"	50.00'	68.88'	S85°59'07"W
C281	37°00'07"	50.00'	32.29'	S28°01'02"W
C282	77°40'17"	50.00'	67.78'	N60°39'23"E
C283	71°03'57"	50.00'	62.02'	N13°42'44"W
C284	65°51'57"	50.00'	57.48'	N42°10'41"W
C285	65°23'11"	50.00'	57.06'	S32°11'45"W
C286	05°24'48"	906.00'	85.60'	S85°41'32"W
C287	05°11'00"	906.00'	81.96'	S80°23'38"W
C288	11°25'16"	275.00'	55.14'	S41°59'44"W
C289	09°57'58"	275.00'	47.83'	S52°43'22"W
C290	15°54'42"	325.00'	90.26'	S49°45'00"W
C291	05°32'34"	325.00'	31.44'	S39°01'22"W
C292	06°37'55"	796.00'	92.14'	S67°44'32"W
C293	06°37'55"	896.00'	103.71'	S67°44'32"W
C294	06°35'23"	909.40'	104.59'	S67°43'16"W
C295	45°39'00"	50.00'	39.84'	N53°27'56"E
C296	79°28'57"	50.00'	69.36'	S63°58'05"E
C297	58°41'10"	50.00'	51.21'	S05°06'59"W
C298	02°22'20"	1160.00'	48.03'	N08°40'51"E
C299	07°50'03"	330.00'	45.12'	N07°59'30"E
C300	11°48'09"	330.00'	67.98'	N01°49'36"W
C301	11°01'14"	470.00'	90.40'	S02°13'03"E
C302	07°41'19"	470.00'	63.07'	S07°08'14"W
C303	10°35'49"	906.00'	167.56'	S83°06'02"W
C304	13°05'45"	781.00'	176.51'	S81°51'04"W

## FIELD NOTES FOR 112.30 ACRES

All that certain tract or parcel of land situated in the Joseph Marshall Survey, A-409, in Williamson County, Texas, being all of the called 112.30 acre tract (Tract One) conveyed to Bon Terre-B, Ltd. by deed recorded in Doc. 199851932 of the Official Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found in an angle point of a boundary line agreement recorded in Volume 2453, Page 437 of the said Deed Records for an angle point of this tract

THENCE S 02°36'12" E with the said boundary line agreement 761.32 feet to an iron pin found in the Southwest corner of a 14.595 acre tract of land conveyed to Parker-Kerby Ltd. by deed recorded as Document #9737666 and the Northwest corner of Lot 11 in Highland Terrace, an unrecorded subdivision, for an angle point of this tract.

THENCE S 87°23'48" W 160.00 feet to an angle point of this tract.

THENCE N 57°17'32" W 61.27 feet to an angle point of this tract.

THENCE S 87°54'43" W 242.53 feet to an angle point of this tract.

THENCE N 78°05'29" W 430.37 feet to an angle point of this tract.

THENCE N 54°07'38" W 61.11 feet to an angle point of this tract.

THENCE S 35°52'22" W 248.86 feet to the beginning of a curve to the left said curve having a radius of 270.00 feet and a central angle of 16°06'31".

THENCE with the arc of the said curve 75.91 feet, the chord of which bears S 27°49'07" W 75.66 feet to the point of tangency of the said curve.

THENCE S 65°53'18" E 116.62 feet to an angle point of this tract.

THENCE S 78°05'29" E 481.85 feet to an angle point of this tract.

THENCE S 85°17'54" E 113.54 feet to an angle point of this tract.

THENCE N 87°29'41" E 427.43 feet to a point on the East line of the above mentioned 315.43 acre tract and the West line of Lot 9 of the above mentioned Highland Terrace for an angle point of this tract.

THENCE S 02°43'20" E with the West line of the said Highland Terrace and the East line of the said 315.43 acre tract 487.78 feet to an iron pin found in the Northwest corner of the Lot 5 of Highland Terrace for an angle point of this tract.

THENCE S 02°31'25" E 503.72 feet to an iron pin found in the Northwest corner of Lot 1 of Highland Terrace for an angle point of this tract.

THENCE S 02°28'10" E with the West line of the said Highland Terrace and the East line of the said 315.43 acre tract 208.50 feet to the Southeast corner of this tract.

THENCE S 87°29'41" W 528.87 feet to an angle point of this tract.

THENCE N 87°56'33" W 159.13 feet to an angle point of this tract.

THENCE N 78°05'29" W 579.66 feet to an angle point of this tract.

THENCE S 11°54'31" W 95.00' to the beginning of a curve to the right, said curve having a radius of 25.00 feet and a central angle of 90°00'00".

THENCE with the arc of the said curve 39.27 feet the chord of which bears S 56°54'31" W 35.36 feet to the point of tangency of the said curve.

THENCE N 78°05'29" W 90.20 feet to the beginning of a curve to the left, said curve having a radius of 1030.00 feet and a central angle of 05°26'36".

THENCE with the arc of the said curve 97.85 feet, the long chord of which bears N 80°48'47" W 97.82 feet to the point of tangency of the said curve and the Southwest corner of this tract.

THENCE N 17°40'19" E 140.00 feet to an angle point of this tract.

THENCE N 32°58'44" E 155.30 feet to an angle point of this tract.

THENCE N 18°22'49" W 450.32 feet to an angle point of this tract.

THENCE N 02°30'15" W 519.15 feet to an angle point of this tract.

THENCE N 17°58'02" W 144.64 feet to an angle point of this tract.

THENCE N 03°25'08" W 40.00 feet to an angle point of this tract.

THENCE N 49°28'22" W 242.61 feet to the beginning of a curve to the left said curve having a radius of 290.00 feet and a central angle of 44°56'27".

THENCE with the arc of the said curve 227.47 feet the chord of which bears N 19°15'30" E 221.68 feet to the point of tangency of the said curve.

THENCE N 03°12'43" W 129.61 feet to an angle point of this tract.

THENCE N 86°47'17" E 149.75 feet to an angle point of this tract.

THENCE N 03°12'43" W 570.61 feet to an angle point of this tract.

THENCE N 65°12'40" W 186.59 feet to an angle point of this tract.

THENCE N 07°19'25" W 100.00 feet to an angle point of this tract.

THENCE N 64°25'35" E 230.22 feet to the beginning of a curve to the right said curve having a radius of 796.00 feet and a central angle of 06°37'55".

THENCE with the arc of the said curve 92.14 feet the chord of which bears N 67°44'32" E 92.08 feet to the point of tangency of the said curve.

THENCE N 18°56'30" W 100.00 feet to the beginning of a curve to the left said curve having a radius of 896.00 feet and a central angle of 06°37'55".

THENCE with the arc of the said curve 103.71 feet the chord of which bears S 67°44'32" W 103.65 feet to the point of tangency of the said curve.

THENCE S 64°25'35" W 197.24 feet to an angle point of this tract.

THENCE N 07°19'25" W 253.40 feet to the beginning of a curve to the left said curve having a radius of 155.00 feet and a central angle of 64°15'35".

THENCE with the arc of the said curve 173.84 feet the chord of which bears S 87°02'36" W 164.87 feet to the point of tangency of the said curve and the beginning of a curve to the right said curve having a radius of 140.50 feet and a central angle of 73°36'39".

THENCE with the arc of the said curve 180.51 feet the chord of which bears N 88°16'51" W 168.35 feet to the point of tangency of the said curve.

THENCE N 51°28'32" W 178.07 feet to the beginning of a curve to the right said curve having a radius of 102.00 feet and a central angle of 59°56'02".

THENCE with the arc of the said curve 106.70 feet the chord of which bears N 21°30'30" W 101.80 feet to the point of tangency of the said curve.

THENCE N 08°27'31" E 118.58 feet to an angle point of this tract.

THENCE N 49°14'59" W 114.53 feet to an angle point of this tract.

THENCE N 11°39'08" E 101.31 feet to the beginning of a curve to the right said curve having a radius of 222.12 feet and a central angle of 21°56'26".

THENCE with the arc of the said curve 85.06 feet the chord of which bears S 63°47'53" E 84.54 feet to the point of tangency of the said curve.

THENCE N 34°10'34" E 151.51 feet to an angle point of this tract.

THENCE N 59°00'58" E 64.87 feet to an angle point of this tract.

THENCE N 39°09'54" E 95.52 feet to an angle point of this tract.

THENCE N 49°29'50" E 543.37 feet to a point on the East line of the above mentioned 317.968 acre tract and the above mentioned boundary line agreement for the North corner of this tract.

THENCE S 40°30'10" E 2415.86 feet to the POINT OF BEGINNING, containing 112.30 acres of land, more or less.

PROJECT: LAKE FOREST  
SEC. ONE  
PROJECT NO: 995091010052  
DATE: JULY, 1999  
SCALE: 1" = 100'  
SURVEYOR: J. STRAWBRIDGE  
TECHNICIAN: A. YANZ  
DRAWING PATH: 995091010  
FIELDNOTES: 99-052  
PARTYCHIEF: G.SANDERS, B. MAGLEY  
FIELDBOOKS: 99-041,99-042

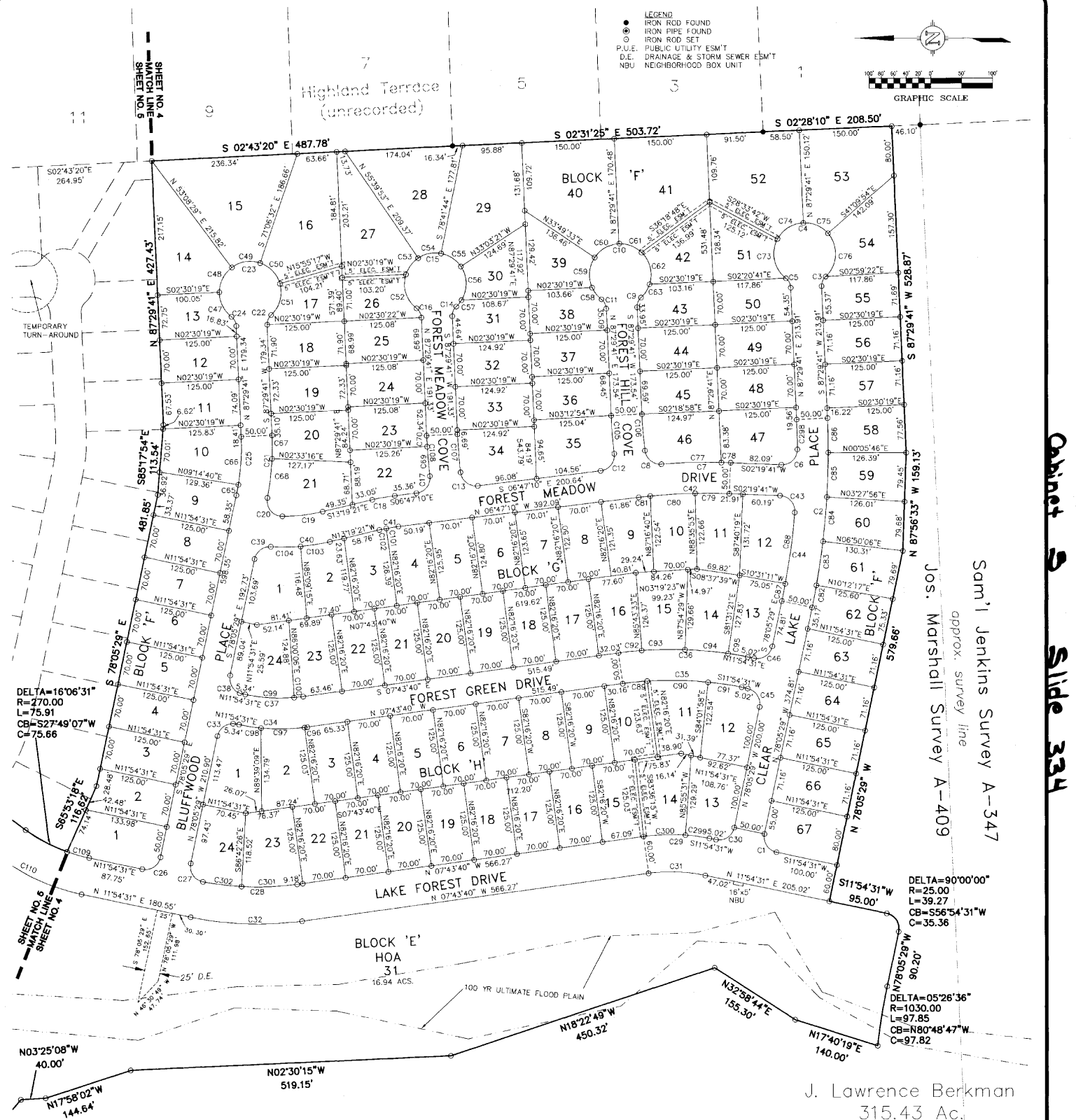
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LAKE FOREST  
SECTION ONE

FINAL PLAT

SHEET  
3  
OF  
6

C&B DWG. No.  
995091010



Cabinet 2 Slide 334

Sam'l Jenkins Survey A-347  
 approx. survey line  
 Jos. Marshall Survey A-409

J. Lawrence Berkman  
 315.43 Ac.  
 Vol. 465, Pg. 308  
 295.044 Ac.

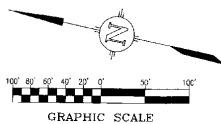
**PROJECT: LAKE FOREST SEC. ONE**  
**PROJECT NO: 995091010052**  
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**SCALE: 1" = 100'**  
**SURVEYOR: J. STRAWBRIDGE**  
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**FIELDBOOKS: 99-041, 99-042**

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**LAKE FOREST**  
**SECTION ONE**  
 FINAL PLAT

**SHEET**  
**4**  
**OF**  
**6**  
**C&B DWG No.**  
**995091010**





- LEGEND
- IRON ROD FOUND
  - IRON PIPE FOUND
  - IRON ROD SET
  - P.U.E. PUBLIC UTILITY ESM'T
  - D.E. DRAINAGE & STORM SEWER ESM'T
  - NBU NEIGHBORHOOD BOX UNIT



J. Lawrence Berkman  
315.43 Ac.  
Vol. 465, Pg. 308  
295.044 Ac.

Jos. Marshall Survey A-409

J. Lawrence Berkman  
315.43 Ac.  
Vol. 465, Pg. 308  
295.044 Ac.

PROJECT: LAKE FOREST  
SEC. ONE  
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SCALE: 1" = 100'  
SURVEYOR: J. STRAWBRIDGE  
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LAKE FOREST  
SECTION ONE  
FINAL PLAT

SHEET  
6  
OF  
6  
C&B DWG No.  
995091010

Cabinet 5 Slide 336