

19

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BOWMAN ESTATES

Effective

1/9/2017

Amended from original copy dated September 4, 2001

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ARTICLE 1
DEFINITIONS

Declaration: This Declaration of Covenants, Conditions, and Restrictions, as amended from time to time.

Property: All of the land within the Ten Mile Bridge Addition, City of Fort Worth, Tarrant County, Texas, according to the Plat, together with any other property which may become subject to this Declaration.

Plat: The plat to the Property recorded in Cabinet A, Slide 5767 Plat Records, Tarrant County, Texas, as it may be amended from time to time.

Association: Bowman Estates Owners Association, Inc., a Texas non-profit corporation.

Lot: Each separately identifiable lot in the Property which is not intended to be a portion of the Common Areas.

Common Areas: The portions of the Property which are intended for the common use and enjoyment of the Members, together with all improvements now and hereafter located thereon, or the maintenance for which the Association is responsible as set out in the Plat, as from time to time amended.

Structure: Any permanent or temporary building, residence, structure, sign, garage, barn, porch, shed, trash receptacle, covered or uncovered patio, swimming pool, play apparatus, curbing, paving, wall, tree or hedge more than two feet in height, or other improvement to any Lot.

Residence: Any Structure or portion of a Structure situated upon the Property which is designed and intended for use and occupancy as a residence.

Improvement: Any physical change to a Lot (including excavation, grading or filling of dirt), the initial construction of a Structure, or the alteration of the physical appearance of an existing Structure.

Owner: The holder(s) of record title to the fee simple interest of any Lot, whether or not the holder(s) actually reside(s) on any part of the Lot.

Member: Each Owner, in the Owner's capacity as a member of the Association.

Resident: Each Owner of the fee simple title to any Lot; each bona-fide tenant in a Residence; and each individual lawfully domiciled in a Residence other than an Owner or bona-fide tenant.

Assessments: The annual assessments, special assessments, members' charges and any other payments owing by a Member under this Declaration or the Articles of Incorporation or Bylaws of the Association together with all late charges, interest and costs of collection as provided in this Declaration.

CCR Lien: The lien in favor of the Association securing payment of the Assessments and performance of the Restrictions by each owner as described in this Declaration.

Trustee: The President of the Association or any other individual(s) or entity(ies) designated or appointed from time to time by the Board of Directors of the Association to perform the duties and responsibilities described within Article 6 of the Declaration, and that person's or entity's substitutes, successors and assigns.

Design Guidelines: The particular standards, restrictions, guidelines, recommendations and specifications established or to be established in the future by the Board of Directors applicable to most of the aspects of construction, placement, location, alteration, maintenance and design of any Improvements to or within the Property, and all amendments, bulletins, modifications, supplements and interpretations thereof.

Governmental Requirements: All applicable federal, state or local laws, ordinances and regulations.

Restrictions: The restrictions, covenants, easements, conditions, charges and liens set forth in the Declaration.

ARTICLE 2
DECLARATION AND PURPOSE

2.1 Declaration. It is declared that the Property and each Lot is and shall be owned, held, transferred, sold, conveyed, mortgaged, occupied, and enjoyed subject to the Restrictions, and that the Property shall be subject to the jurisdiction and Assessments of the Association.

2.2 Purpose. The original Declarant, Three B Whispering Oaks, Ltd, had made the original Declaration, assisted in the formation of the original Association and developed the Property in order to:

- (i) Create a residential community for the benefit of the Owners under a uniform plan for the improvement, development and sale of the Lots; and
- (ii) Maintain the Common Areas.

Since all Lots have been sold Three B Whispering Oaks, Ltd no longer have any ties to this Declaration.

ARTICLE 3
MEMBERSHIP AND VOTING

3.1 The Association and Membership. The Association has been established to provide a mechanism to maintain the Common Areas, enforce the Restrictions and provide the benefits of a property owners association. Every Owner of a Lot shall automatically be a Member of the Association. **No Owner may elect not to be a Member.**

3.2 Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned by that Member. If more than one person owns an interest in a Lot (such as a husband and wife), all of those persons shall be entitled to participate in the Association and exercise the rights of a Member, except that only one (1) vote may be cast on behalf of all persons owning an interest in a Lot. Quorum, notice and voting requirements relating to the Association shall be set out in the Articles, the Bylaws, and the rules and regulations adopted from time to time by the Board of the Association.

3.3 Suspension of Rights. All rights of a Member (including, without limitation, the right to vote, attend meetings of the Association, and the right to use any portion of the Common Areas other than roads) may be suspended by the Board of Directors during any period in which a Member is in violation of the Restrictions, is delinquent in the payment of any Assessment, or is otherwise in default and/or violation under this Declaration or the Bylaws or rules and regulations of the Association. The suspension of a Member's rights as a Member shall not relieve the Member from paying any Assessments or performing any other obligation required in this Declaration.

ARTICLE 4
BOARD OF ASSOCIATION

4.1 Maintenance Fund. The Board, for the benefit of the Owners, shall establish and maintain a maintenance fund into which shall be deposited the Assessments collected from Owners and which maintenance fund shall be used, without limitation, for the payment of expenses of the Association. These expenses may include, without limitation:

- (a) Taxes and assessments assessed against the Common Areas;
- (b) Care and preservation of the Common Areas;
- (c) The services of a manager or other personnel to the extent deemed advisable by the Board of Directors (if needed);
- (d) Legal and accounting services;

(e) Policies of insurance insuring the Common Areas, the Association, its directors and officers against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors;

(f) Fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable;

(g) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs or alterations, which the Board of Directors believes is necessary or proper for the enforcement of this Declaration; and

(h) Maintenance and enhancement of all Common Areas.

4.2 Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for in this Declaration and in the Bylaws of the Association:

(a) To borrow funds to pay costs of operation;

(b) To enter into contracts, maintain one or more bank accounts, and generally to have all the powers necessary or incidental to the operation and management of the Association;

(c) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserve for replacements;

(d) To make and amend from time to time reasonable rules and regulations for the operation of the Common Areas;

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

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

(g) To enforce the Restrictions and any rules made under this Declaration and to enjoin and seek damages from any Owner for violation of the Restrictions or these rules;

(h) To collect all Assessments and enforce all penalties for non-payment including the filing of lien affidavits and institution of legal proceedings;

(i) To establish a monetary "fines" system which shall include due process hearings and a discretionary range of fine amounts, which, when levied, shall constitute a permitted member charge secured by the CCR Lien established in this Declaration; and

(j) To establish reserve funds which may be maintained and/or accounted for separately from other funds maintained for annual operating expenses.

ARTICLE 5 **ASSESSMENTS**

5.1 Obligation to Pay Assessments. Each Owner of any Lot, by acceptance of a Deed to a Lot, whether or not it shall be so expressed in any Deed or other conveyance, shall be deemed to covenant and agree to pay all Assessments to the Association, including, without limitation:

- (a) Annual Assessments;
- (b) Special Assessments to be fixed, established, and collected from time to time as provided below; and
- (c) Member Charges levied against individual Owners.

The Assessments shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. All Assessments shall also be the personal obligation of the person who was the Owner of the applicable Lot at the time the Assessment became due. Each Owner shall be directly liable and responsible for the acts, conduct and omissions of each and every Member and Resident associated with the Residence on the Owner's Lot.

5.2 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the comfort, recreation, health, safety, convenience, welfare and quality of life of the Residents and Members, and in particular, for the improvement, maintenance and operation of the Common Areas and the use and enjoyment of the Property by the Members. The Assessments may also be used for expenses incurred by the Association to perform its functions described in or contemplated by this Declaration and to remedy a Member's breach of the Restrictions.

5.3 Annual Assessments. The Annual Assessments for Lots shall be determined by the Board of Directors in the manner provided for in this Declaration after determination of current maintenance costs and anticipated needs of the Association during the year for which the Assessment is being made. The maximum Annual Assessment may be adjusted by a majority vote of the Board of Directors, without membership vote, but shall not be increased more than twenty percent (20%) above the prior year's Annual Assessment without the affirmative vote of at least two-thirds (2/3) of all votes cast by Owners at a meeting called for vote on such a proposed increase.

5.4 Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

5.5 Special Assessments. In addition to the Annual Assessments provided for above, the Association may levy, in any Assessment year, a Special Assessment on each Lot, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Areas, respond to the unusual emergency needs of the Association as may be expected to appear from time to time, or for such other lawful purpose related to the use of the Property as the Board of Directors or the Owners may determine. Special Assessment shall have the assent of a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners and shall set forth the purpose of the meeting.

5.6 Member Charge. In addition to the Annual Assessment and Special Assessment, the Association, by vote of the Board, may impose a Member Charge upon any Owner for the purposes of reimbursing the Association for all direct and indirect costs incurred by the Association (including, without limitation, attorney's fees) with regard to any violation of a Restriction by the Owner, any family member of the Owner, or any Resident of a Lot owned by the Owner. Each Owner who has violated the Restrictions shall be notified in writing of the violation and shall be afforded a reasonable period of time, not to exceed ten (10) days, to correct the violation before a Member Charge is accessed.

5.7 Due Dates, Budget and Late Charges. The Annual Assessments provided for in this Declaration shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The Annual Assessment may be payable either on an annual basis, a date set by the Board, or on a monthly or quarterly basis. The amount of the Annual Assessment shall be an amount which bears the same relationship to the Annual Assessment provided for above as the remaining number of months in that year bears to twelve (12). The Board shall use reasonable efforts to provide each Owner with an invoice statement as of the appropriate amount due, but any failure to provide such a notice shall not relieve any Owner of the obligation. The due date of any Special Assessment under the provisions hereof shall be fixed in the resolution authorizing such Assessment. The Special Assessments are due and payable on the date fixed in the resolution authorizing the Special Assessment. Member Charges are due and payable within thirty (30) days after the Owner was served with notice by the Association of the amount of such Member Charge. All Assessments can be paid by check, money order, or on Association website using PayPal. Please note that when paying by PayPal Assessment amount may be slightly higher.

5.8 Budget. Each year, the Board of Directors of the Association shall adopt an annual budget and set the amount of the Annual Assessment; taking into consideration the Association's operating cost for the then current year, expected increases or decreases in such costs over the next year, and future needs of the Association. The annual budget shall be adopted by the Board at least thirty (30) days prior to the commencement of each fiscal year.

5.9 Interest; Late Charge; Costs of Collection. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law. If the Board shall refuse or fail to determine a rate of interest, the rate of interest shall be ten percent (10%) per annum. The Board may also establish from time to time late charges payable for any Assessment not paid within five (5) days after the date due in an amount as determined by the Board to defray some of the expenses of the Association resulting from the delinquent Assessment. In addition to any other charge for delinquent Assessments provided in this Declaration, each Owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees and costs of court, all of which are part of the Assessments secured by the liens in favor of the Association. Nothing in this Declaration is intended or shall be construed to allow for the contracting, charging or collection of interest at a rate in excess of the highest rate permitted by applicable law.

5.10 Application of Payments. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent Assessments, then to any unpaid installments of the Assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the Assessments which are the subject matter of suite in the order of their coming due.

5.11 Certificate Regarding Assessments. The Board shall, upon reasonable demand, furnish to any Owner of a Lot a certificate in writing signed by an authorized officer of the Association setting forth the amount of any Assessments due and payable relating to the Lot(s) owned by the Owner. The certificate shall be conclusive evidence of payment of any Assessment stated to have been paid. A reasonable charge may be made by the Board for the issuance of a certificate.

ARTICLE 6

ENFORCEMENT AND LIENS

6.1 Remedies and Lien for Assessments. A lien is hereby reserved against each Lot in favor of the Association to secure the payment of all Assessments and the performance of the Restrictions and all other obligations of the Owner of the Lot. Each Owner, by the acceptance of a deed to a Lot, expressly grants to and vests in the Trustee for the benefit of the Association, a lien with power of sale upon the Lot(s) owned by the Owner to secure payment of all Assessments attributable to the Lot(s) and the performance of all Restrictions by the Owner. The Association and its agents shall also have the right and power to bring all actions against the Owner personally for the collections of the Assessments as a debt and to enforce the CCR Lien by all methods available for the enforcement of contractual liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connections with the CCR Lien subject to applicable law and procedures adopted by the Board of Directors from time to time. The Board of Directors shall have the right to remove any Trustee serving from time to time with or without cause and to appoint a substitute or successor Trustee. The Board of Directors shall have the right to appoint agents, to mail and file the notices required by Texas Property Code §51.002, to conduct the sale, and to otherwise comply with the statute or any other applicable law. The CCR Lien provided for in this Section is a contractual lien with power of sale to the Trustee for the benefit of the Association to secure the payment of the Assessments and the performance of the other Restrictions. No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by nonuse of the Common Areas or abandonment of the Owner's Lot.

6.2 Notices. Notice of the CCR Lien may be given, but is not required, by the recordation in the Real Property Records of the County of an Affidavit of Delinquency and Notice of Assessment Lien, duly executed by the Trustee or an officer, agent or attorney of the Association, setting forth the amount owed, the name of the last shown Owner or Owners of record of the Lot, and the legal description of the Lot. The Association shall have the right (but not the obligation) without notice to any Owner to provide notice of any default in the payment of an Assessment or the performance of any Restriction to any holder of a lien upon a Lot.

6.3 Foreclosure of CCR Lien. Foreclosure of a CCR Lien in favor of the Association may be conducted as a non-judicial sale by the Trustee of real property subject to a contractual lien in the manner required by applicable law. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its CCR Lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the CCR Lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of the Residence and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such apartment by forcible detainer or by writ of possession.

6.4 Subordination of CCR Lien. Except as provided below, the CCR Lien securing payment of the Assessments and performance of the Restrictions provided for in this Declaration shall be superior to any and all other charges, liens or encumbrances arising after the effective date of this Declaration. The CCR Liens reserved and created in this Declaration shall be subordinate to the lien of any bona-fide mortgage or mortgages now or hereafter placed upon the Lots and the liens for taxes or other public charges which are superior by applicable law. The subordination of the CCR Liens reserved in this Declaration shall apply only to the Assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. The sale or transfer shall not relieve the then Owner of the Lot from liability for any Assessments thereafter becoming due nor from the CCR Lien of any subsequent Assessment.

6.5 Actions and Injunctions. If the Owner or Resident of any Lot, or the Owner's or Resident's heirs, executors, administrators, successors or assigns, shall violate or attempt to violate any of the Restrictions set forth in this Declaration, it shall be lawful for the Association or any Owner subject to the Declaration and applicable law, to prosecute any proceedings against the person or persons violating or attempting to violate any Restrictions. The failure of any Owner or Resident to comply with any Restriction will result in irreparable damage to the Association and other Owners of Lots in the Property; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms of this Declaration or prohibit violations of the Restrictions, and the party bringing the action prevails, then in addition to any other remedy provided in this Declaration or provided by law, that party shall be entitled to recover court costs and reasonable attorney's fees.

6.6 Cure by Association. By accepting a Deed to a Lot, each Owner agrees that the Association shall have the right to enter upon any Lot on which a violation of a Governmental Requirement or Restriction exists for the purpose of curing any violation, provided that (except in cases of emergency) the Owner has been given ten (10) days prior written notice and has failed to remedy the complained of violation within that time. Each Owner shall indemnify and hold harmless the Association from all cost and expense of that curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner with respect to the Owner's Lot or the Property. This remedy shall be cumulative of all other remedies for violations of provisions of these Restrictions.

ARTICLE 7

COMMON AREAS

7.1 Right to Use. Subject to the provisions of this Article and Section 3.3, every Owner shall have a non-exclusive right and easement of ingress and egress, use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the Title to every Lot. An Owner may not transfer the right and easement except as part of the conveyance of a Lot.

7.2 Maintenance Fees. The Association shall be obligated to maintain and repair all portions of the Common Areas. The Association shall have the right to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed or situated upon the Common Areas and to impose reasonable limits on the number of guests who may use the facilities.

7.3 Rules. The Association shall have the right to prescribe rules and regulations for the use of the Common Areas, and may expand, amend or otherwise modify those rules and regulations from time to time. Each Owner, by acceptance of a Deed to any Lot, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the rules and regulations may change from time to time. The rules and regulations may include a "fines" system through which the Association may levy and collect fines from Members for violations of applicable rules and regulations. The Board shall have the authority to enforce the rules and regulations by all appropriate means. A Member found to have violated the rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees, resulting from the violation of the rules and regulations by that Member or any Resident of a Lot owned by that Member.

7.4 Damage. Each Member shall be liable to the Association for any damage to any portion of the Common Areas caused by a Member or the Member's family, guests or invitees. No Member shall permit anything to be done on or in the Common Areas which would violate any Governmental Requirement or which would result in the cancellation or increase of premiums of any insurance carried by the Association.

ARTICLE 8 EASEMENTS

8.1 Platted Easements. Non-exclusive easements for installation and maintenance of utilities and drainage facilities are reserved on each Lot as shown on the Plat. No Structure, planting or other material shall be placed or permitted to remain within those easements which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in those easements. The easement areas of each Lot, if any, and all improvements in those areas shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither the Association nor any utility company using the easements shall be liable for any damages done by them or their assigns, agents, employees or servants to any Improvement, Structure, shrubbery, streets, flowers or other property of the Owner situated on the land covered by the easements.

8.2 Easement for Construction. The Association and all utility companies shall have a right of ingress and egress across, over, and under the Property for the purpose of installing, operating, replacing, repairing, maintaining and removing all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas and appurtenances thereto. The Association and all utility companies shall have the right to remove any obstruction that may be placed in any easement that would constitute interference with the use of the easement or with the use, maintenance, operation or installation of the utility.

8.3 Common Area Easements. An easement is hereby extended and acknowledged to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the Common Areas in performance of their duties.

8.4 Conveyance Subject to Easements. Each Lot is conveyed subject to all easements, conditions and reservations shown on the Plat and contained in this Declaration, and each Owner shall take notice of all of those easements, conditions and reservations. No Owner shall maintain any condition or Improvements in any platted easement which will interfere with the intended use of the easement.

ARTICLE 9 ARCHITECTURAL REVIEW

9.1 Appointment of Architectural Control Committee. The Board of Directors shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons, which shall serve at the pleasure of the Board.

9.2 Powers of Board. In order to protect the overall integrity of the development of the Property as well as the value of Improvements of all Owners, the Architectural Control Committee shall have full authority to approve, disapprove, and control all construction, development and improvement activities of any kind (including, without

limitation, Structures, hardscape and landscape) within the Property and to insure that all Improvements are constructed in accordance with good workmanship-like manners and standard industry trade practices, and to insure that all Improvements are architecturally, aesthetically and ecologically designed to be compatible for the overall Property and/or as decided by the Architectural Control Committee. These improvements include Solar Collectors.

9.3 Submission of Plans. No Structure of any kind shall be erected, placed, constructed, maintained, modified or altered, no Improvement shall be made, no landscaping or hardscape shall be installed on any Lot in the Property, nor shall any clearing or site work (including specifically, the removal of trees or any other vegetation) be commenced, until a complete set of plans and specifications relating to that Structure, Improvement or activity shall have been formally submitted to and approved by the Architectural Control Committee. The plans and specifications relating to that Structure, Improvement or activity shall be in writing and, to the extent applicable to the proposed Structure, Improvement or activity, shall contain and include, but shall not necessarily be limited to, the following information: exterior location for any buildings, fence or other Structures (including location of light poles, if applicable), exterior lighting and location, landscaping and irrigation plans, samples of exterior finish materials and color samples, and any other plans, specifications or information deemed pertinent by the Architectural Control Committee.

9.4 Plan Review. The Architectural Control Committee shall review all plans, specifications and other information submitted for compliance with all the requirements of this Declaration and for the compatibility of any Improvements (including landscaping) with the architectural, aesthetic and ecological goals of the Property, it being the intent that those goals require that all Improvements be compatible with all other Improvements in the Property and that they be in harmony with their natural surroundings. The Architectural Control Committee shall have full right and authority to utilize its sole discretion in approving or disapproving any plans and specifications which are submitted. If the Architectural Control Committee fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the Architectural Control Committee written notice by certified mail, return receipt requested, of its failure to respond. Unless the Architectural Control Committee responds within ten (10) days of receipt of that notice, approval will be deemed granted.

9.5 Approval. The Architectural Approval Committee may disapprove the construction or design of any Improvement or Structure, including the removal of any trees or other natural vegetation, if the members of the Architectural Control Committee believe a violation of the Restrictions would result or on purely aesthetic grounds where, in its sole judgment, disapproval is required to protect the continuity of design or value of the Property, or to preserve the serenity and natural beauty of any surroundings. Prior approvals and/or disapprovals of the Architectural Control Committee pertaining to any Improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee for later requests for approval if the Architectural Control Committee feels that the repetition of those matters will have an adverse effect on the Property. The Architectural Control Committee shall have the express power to construe and interpret any Restriction in this Declaration that may be capable of more than one construction.

9.6 Right to Inspect. During reasonable hours, members of the Architectural Control Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the Residence thereon, for the purpose of ascertaining whether or not the provisions of the Declarations have been or are being complied with, and those persons shall not be deemed guilty of trespass by reason of such entry.

9.7 General. The decision of the Architectural Control Committee shall be final, conclusive and binding upon the applicant. The Architectural Control Committee shall not be entitled to any compensation for any services rendered pursuant to this Declaration, but shall be entitled to reimbursement from the Association for reasonable out-of-pocket expenses incurred in performing their duties.

9.8 No Liability. Members of the Architectural Control Committee shall not be liable to any person (including Owners) subject to or possessing or claiming any benefits of this Declaration and the covenants contained in this Declaration for any damage or injury arising out of their acts under this Declaration.

9.9 Variances. The Architectural Control Committee may grant a variance from any and all requirements set out in this Declaration or in any Design Guidelines if good cause is shown for the variance and the Architectural Control Committee believes the variance will not materially affect the proper development of the Property.

ARTICLE 10
CONSTRUCTION RESTRICTIONS

10.1 Residential Structures. No Structure shall be placed or constructed upon any Lot other than Structures whose primary design and purpose is for single family residential purposes or accessory Structures whose purposes are consistent with and incidental to the residential use of the Residence and the Lot.

10.2 Repair. If a Residence or other Structure has been damaged by casualty, that Residence or other Structure must either be repaired and restored or completely removed from the Lot within nine (9) months from the date that the damage occurred.

10.3 Building Materials. The exterior walls of all Residences and all other Structures shall be constructed with a minimum of seventy-five percent (75%) exterior masonry as prescribed by Design Guidelines. The minimum masonry percentage shall apply to the aggregate area of all exterior walls including chimneys but excluding doors, windows and similar openings. Masonry includes brick, brick veneer, stone, stone veneer and rock. Masonry does not include cinder blocks, cementitious boards or siding. Stucco and similar substances must be approved by the Architectural Control Committee. In no instance shall more than eighteen (18) inches of the slab of the Residence be exposed above finished grade as viewed from any street, right-of-way or other Common Areas.

10.4 Roofs. Roofing shall be either weathered grey composition or dimensional composition shingles, or other materials as approved by the Architectural Control Committee. Roofs for Residences shall have a minimum slope of 6 to 12.

10.5 Flues. All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior walls of the dwelling or otherwise approved by the Architectural Control Committee.

10.6 Height Restriction. No Improvement shall be made or Structure shall be erected, altered or placed on, within or in the Property which exceeds two (2) standard stories in height. All Governmental Requirements with respect to the maximum height of Structures shall be compiled with at all times.

10.7 Minimum Floor Space. Each Residence shall contain a minimum of 1,400 contiguous square feet of space, exclusive of open or screened porches, terraces, patios, driveways, carports and garages.

10.8 Setbacks and Building Sites. All Structures must be constructed, placed and maintained in conformity with platted setback lines shown on the Plat and all Governmental Requirements. The location of all Structures must be approved by the Architectural Control Committee.

10.9 Fences. All fences or walls located on an Owner's Lot must be approved by the Architectural Control Committee and must be maintained at the Owner's expense. All fences shall be of wood or comparable material unless otherwise approved by the Architectural Control Committee. Chain link fences are prohibited except in designated areas with the prior written approval of the Architectural Control Committee. No fence shall exceed six feet (6') in height without the prior written approval of the Architectural Control Committee. All posts for fences must be inside the property lines on the Owner's Lot.

ARTICLE 11
USE AND OTHER RESTRICTIONS

11.1 Single Family Residential Purpose. All Lots shall be used for single family residential purposes only. No Structure intended for or adapted to business or commercial use shall be constructed on any Lot. No hobby may be conducted on any Lot which attracts excessive vehicular or pedestrian traffic to the Lot. Garage sales, yard sales and similar sales are permitted so long as any sale does not extend for more than two (2) days and not more than two (2) such sales occur on a Lot during any twelve (12) month period.

11.2 Leases. Residences may be leased for a period of no less than one (1) year. All leases must be in writing. The lease of a Residence shall not discharge the Owner from compliance with any of the obligations and duties as an Owner. Owners shall provide lessees with a copy of this Declaration, Bylaws and the rules and regulations of the Association and all correspondence from the Association. All the provisions of this Declaration, Articles, Bylaws, Design Guidelines and rules and regulations of the Association shall be applicable and enforceable against any Resident to the same extent as against an Owner. Any lease or rental agreement shall be deemed to be subject to the terms of this Declaration and the other documents of the Association by reference without the necessity of specific reference to them, and each Resident shall be bound by the terms and conditions of those documents.

11.3 Signs. Signs, banners and pennants can be displayed on any Lot as long as it does not contain racist, offensive, vulgar, or explicit wording or graphics and isn't more than four (4) square feet in size. Signs advertising subcontractors or suppliers are allowed. Distressed, foreclosures and bankruptcy references are specifically prohibited. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidate(s) or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

11.4 Yard Maintenance. All improved yards and lawns shall be kept neat and well maintained and all grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from each Lot. Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. All front and side yards on all Lots must be planted with grass or other ground cover exclusive of any landscape areas. Decorative ground cover rock in the front and side yards may not exceed ten percent (10%) of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, sodding or landscaping. Allowances may be made for areas left in the natural state depending upon their appearance, and subject to the express approval of the Architectural Control Committee.

11.5 Removal of Violations. The Association may require any Owner to remove or eliminate any object situated on a Residence or Lot that is visible from any Common Area or from any other Lot, if, in the Architectural Control Committee's sole judgment, such object detracts from the visual attractiveness of the Property. The Association, during normal business hours, shall have the right (after 5 days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The Association shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the Owner, any hedge, tree or any other planting that, in the written opinion of the Association, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, is dangerous or is unattractive in appearance. The lien provided under this section will constitute a CCR Lien retained against the Lot with the same force and effect as the CCR Lien for Assessments set forth in this Declaration.

11.6 Vehicles. No trailer, motor home, tent, marine craft, hovercraft, aircraft, recreational vehicle, camper body, travel trailer, truck larger than a (1) one ton pick-up, wrecked, junked or inoperable vehicle shall be kept, parked, stored or maintained on any portion of Lot unless you are going to be using your trailer, motor home, tent, marine craft, recreational vehicle, camper body, or travel trailer within the next 24 hours and only during which time you can have it parked in front of your Lot along the curb, not in the driveway. No dismantling or assembling of a motor vehicle, boat, trailer, truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The Architectural Control Committee shall have the absolute authority to determine from time to time whether a vehicle and/or accessory are operable. Upon an adverse determination by the Architectural Control Committee the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

11.7 Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners or the Property. No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Residence or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other Residences, Owners or Residents. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is

offensive or a nuisance to other Owners of Lots (reasonable security or landscape lighting is permitted with the approval of the Architect Approval Committee). No exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and Improvements situated thereon) shall be placed or used upon any Lot.

11.8 Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept in sanitary containers. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

11.9 Animals and Pets. Except as specifically provided in this Section, no livestock, poultry, swine, or animals of any kind shall be raised, bred or kept on any Lot. Cats, dogs, or other generally recognized household pets may be kept on a Lot for non-commercial purposes provided that the pets are not exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) and do not pose a safety or health threat to the community. No more than a total of four (4) animals (permitted pets) may be kept on any Lot. Any pet which endangers the health of any Owner or occupant of a Lot, which creates a nuisance or an unreasonable disturbance, or which is not a common household pet, as may be determined by the Board, must be permanently removed from the Property upon seven (7) days written notice by the Board of Directors. No pets shall be permitted in the Common Areas. All animals shall be kept in strict accordance with all Governmental Requirements (including leash laws), and in accordance with all rules established by the Association. All animals must be kept within a fenced area on the Lot. If taken off the Lot, all animals must be kept on a leash. It shall be the responsibility of the Owners of the household pets to prevent the animals from running loose or becoming a nuisance to the other Residents.

11.10 Violation Fines. Residents in violation of any of the restrictions listed in Sections 11.1 through 11.9 above will be sent a "Violation Notice" that will include what the violation is, the amount of the fine (if there is one). Appropriate time will be given for the violation to be resolved but if no action is taken and the violation continues, a second notice will be sent reminding the violator of the first notice and informing them the issue has continued, therefore, the fine amount has changed. All notices will give the specific Article, Section, and Page number of the Declaration of Covenants, Conditions and Restrictions document so the Owner can either go to the Association website and look at the document or look at their hard copy they received when purchasing their home. Notices and fine increases will continue until the violation is resolved.

11.11. Radio, TV Antenna and Solar Collectors. No radio, citizen band, or otherwise, or television aerial wires or antennas shall be maintained on any portion of the Lot, or in the Common Area, except direct broadcast satellite (DBS) antennae less than forty inches (40") in diameter, multichannel multipoint distribution system (MMDS) antennae less than forty inches (40") in diameter, or television broadcast antennae, which Owners shall screen from view as much as possible without impairing the installation, maintenance or use. Solar apparatus, if erected, must be maintained in such a way that it is screened from view. All matters set forth in this provision require the express approval, in advance, of the Architectural Control Committee, which shall be exercised in conformity with the rules of the Federal Communications Commission.

11.12 Air Conditioning Equipment; Clothes Lines. No window, roof, or wall type air-conditioner that is visible from any street shall be used, placed or maintained on, or in any Residence. No air-conditioning apparatus shall be installed on the ground in front of a Residence. No clothes lines shall be placed on any Lot.

11.13 Sewage Disposal and Water Supply. No septic or individual sewage disposal system shall be used on any Lot. No individual water supply system shall be used on any Lot.

ARTICLE 12

INSURANCE AND REPAIRS

12.1 Fire, Hazard, and Casualty Insurance. Each Owner shall carry all-risk casualty insurance on all Structures constructed on its Lot. Each owner agrees that in the event of damage and destruction to any Structure, the Owner shall either proceed promptly to repair or to reconstruct the damaged Structure in a manner consistent with the Declaration of Covenants, Conditions and Restrictions – Page 14

original Structure or clear the Lot of all debris and return the Lot to substantially the natural state in which it existed prior to the beginning of the construction.

12.2 Liability Insurance. Each Owner shall be responsible, at its own cost and expense, for personal liability insurance to the extent not covered by the Association and public liability insurance acquired by the Association on behalf of all Owners with respect to the Common Areas. Once a Residence has been erected on a Lot, each Owner shall, at the Owner's expense, obtain homeowners insurance. If a Residence is leased to a third party, the Owner or Resident shall obtain liability and hazard insurance.

12.3 Insurance by Association. The Board of Directors of the Association may obtain and continue in effect:

(a) Property insurance, to insure the Structures in the Common Areas, naming the Association as beneficiary with an endorsement to the mortgagee, if any, against risks of loss or damage by fire and other hazards as are covered under standard fire and extended coverage provisions, including coverage against vandalism;

(b) Comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its agents and employees, and each Owner, from and against liability in connection with the Common Areas;

(c) Liability insurance covering errors and omissions of directors, officers, managers, employees and representatives of the Association, and fidelity bonds for all officers and employees which have control over the receipt or disbursement of funds; and

(d) Other insurance as may be required by law (e.g. workers compensation) or which the Board deems prudent in the operation of the Association and maintenance of the Common Areas.

12.4 Insurance Premium. All costs, charges and premiums for all insurance obtained by or for the benefit of the Association shall be a common expense of all Owners and shall be part of the Annual Assessment.

12.5 Indemnity. The Association may indemnify directors, officers, employees and agents and may purchase indemnity insurance to the maximum extent permitted by the Act.

12.6 Condemnation. If part or all of the Common Areas shall be taken or condemned by any authority having the power of eminent domain, any compensation and damages shall be paid to the Association. The Board of Directors shall have the exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting the Common Areas. The Owners may, by vote of seventy-five percent (75%) or more of the total voting power under this Declaration, agree to distribute the proceeds of any condemnation or taking by eminent domain, to each Owner and their mortgage, if any, as their interests may appear. If the Owners shall not so agree, the proceeds shall be added to the funds of the Association, and the Association shall decide on whether or not to replace or restore, as far as possible, the Common Areas so taken or damaged. The Association shall give timely notice of the existence of condemnation proceedings to all Owners. The expense of participation in the proceedings shall be common expenses chargeable to the Owners.

12.7 Insufficient Proceeds. If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage, the Association may levy a Special Assessment as provided in this Declaration.

ARTICLE 13 **TERM AND AMENDMENTS**

13.1 Duration. This Declaration and the Restrictions shall remain in force and effect for a period of thirty (30) years after this Declaration is recorded, at which time this Declaration and the Restrictions shall be renewed for successive periods of ten years each, unless amended or terminated as provided in this Declaration. This Declaration may be

terminated in its entirety at any time by a written agreement recorded in the Real Property Records of the County executed by the Owners of at least sixty percent (60%) of all Lots in the Property; provided, however, the termination shall not be effective unless recorded at least one (1) year in advance of the effective date of termination

13.2 Amendments by Members. This Declaration and the Restrictions may be amended by written instrument approved by the affirmative vote of the Members of the Association holding at least seventy-five percent (75%) of the total votes. The amendment shall be effective when it is certified by the President of the Association as to the requisite number of votes and recorded in the Real Property Records of the County. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted.

ARTICLE 14 **ANNEXATION AND CONSOLIDATION**

14.1 Annexation by Members. Additional land may be annexed and made subject to this Declaration by written instrument approved by the affirmative vote of the Members of the Association holding at least seventy-five percent (75%) of the total votes entitled to be cast at a vote called for that purpose and filed of record in the Real Property Records of the County.

14.2 Effect of Annexation. Any annexations of additional land shall automatically extend the jurisdiction, functions, duties and membership of the Association to the additional land and correspondingly subject the additional land to the Covenants.

14.3 Consolidation. Any Owner owning two (2) or more adjoining Lots or portions of two (2) or more adjoining Lots may, with the prior approval of the ACC, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one (1) residence and such other Improvements as are permitted in this Declaration of a single Lot.

14.4 Effect of Consolidation. If Lots are consolidated as permitted by the preceding Section, then:

(a) The Lot resulting from that consolidation shall bear, and the Owner of that Lot shall be responsible for all Annual Assessments and Special Assessments previously applicable to the Lots (or portions thereof) which were consolidated (i.e., if two (2) Lots were consolidated into one (1) Lot, the Owner of the consolidated Lot shall pay two (2) Annual Assessments or special Assessments);

(b) The Member owning the Lot resulting from that consolidation shall be entitled to one (1) vote for each full Lot that was consolidated (i.e., if two (2) Lots were consolidated into one (1) Lot, the Owner of the consolidated Lot shall be entitled to two (2) votes);

(c) The Owner shall bear all expenses incurred in replotting the Lots affected, and shall reimburse the Association for any expenses incurred by the Association in connection with the consolidation; and

(d) Each Lot resulting from this consolidation must independently meet all Governmental Requirements.

ARTICLE 15 **GENERAL**

15.1 No Duty to Enforce. The failure of any Owner to comply with the provisions of this Declaration or any Restrictions shall not be deemed or construed to impose liability of any nature on the Association, the Board of Directors, and/or the Architectural Committee, and neither the Association, the Board of Directors, nor Architectural Control Committee shall be charged with any affirmative duty to police, control or enforce the provisions of this Declaration or the Restrictions.

15.2 Security. Courtesy patrol in the Property may be provided by the Association, from time to time; however, the Association is not and will not at any time be a provider of security to any Owner, Resident or Residence. Each Owner must provide its own security for its Residence, Lot and personal property,

15.3 Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or more conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. Whenever in the application of the provisions of this Declaration, conflict with the application of any provision of the Bylaws of the Association, the provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted from this Declaration then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference. The singular, whenever used in this Declaration, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assured as though in each case fully expressed. The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation for his Declaration.

15.4 Notices. Any notice required to be given to any Owner, Member or Resident shall be complete when the notice is deposited in the United States Mail, postage prepaid, and addressed to the Owner, Member or Resident at the last known address as shown by the records of the Association.

The undersigned Board of Directors of Bowman Estates Owners Association, Inc. adopt these amended Declaration of Covenants, Conditions and Restrictions from the original Declarations dated September 4, 2001 as the Declaration of Covenants, Conditions and Restrictions to be effective as of January 9, 2017.

Before me, Marcia L. Wells, on this day personally appeared the Bowman Estates Homeowners Association Board of Directors whose names and signatures are listed below, proved to me by State of Texas driver's license to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



Ryan Alexander, President

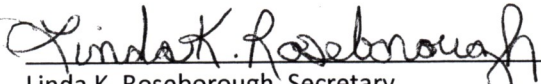
STATE OF TEXAS
COUNTY OF TARRANT



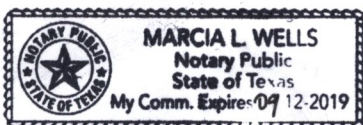
Joe Faulkner, Vice President

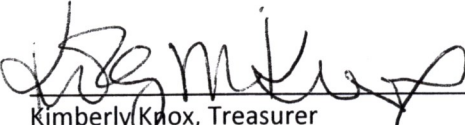


Notary Public, State of Texas



Linda K. Roseborough, Secretary





Kimberly Knox, Treasurer

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