

Document re-recorded to include all pages.

**FIRST AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIIONS  
FOR  
COUNTRY VILLAS SUBDIVISION, CARROLLTON, TEXAS**

**STATE OF TEXAS           §  
  §       **KNOWN ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS     §**

This **First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Country Villas Subdivision, Carrollton, Texas** (the “First Amended Declaration”) is made this 10th day of October, 2022, by the membership of the Country Villas Homeowners’ Association, a Texas non-profit corporation (hereinafter referred to as the “Association”)

**WITNESSETH:**

**WHEREAS**, Eagle Development of Texas, Inc., (the “Declarant”) prepared and recorded an instrument entitled “Declaration of Covenants, Conditions and Restrictions for Country Villas Subdivision, Carrollton, Texas” dated September 15, 1975, and recorded on November 4, 1975, in Volume 75244, Page 323 of the Deed Records of Dallas County, Texas (the “Original Declaration”); and

**WHEREAS**, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the Original Declaration; and

**WHEREAS**, the Association held a meeting of the membership of the Association on October 3, 2022, at which sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on this First Amended Declaration approved the First Amended Declaration.

**NOW, THEREFORE**, the First Amended Declaration will be replace and supersede the Original Declaration upon the recording of this instrument in the Deed Records of Dallas County, Texas, to be effective October 3, 2022 (the “Effective Date”), and upon the Effective Date the real property described herein, including the improvements constructed or to be constructed thereon, will be subjected to the provisions of this First Amended Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the following covenants, conditions, restrictions, easements, assessments and liens, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, such real property. From and after the Effective Date, this First Amended Declaration shall be binding on and shall inure to the benefit of all persons having any right, title or interest in all or any portion of such real property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the William Warner Survey, Abstract No. 1592, City of Carrollton, County of Dallas, and State of Texas, which is more particularly described as:

That certain tract of land situated in the William Warner Survey, Abstract No. 1592, Dallas County, Texas, being more particularly described as follows:

BEGINNING at an iron pin, said iron pin being at the point of intersection of the West line of Abstract No. 1592 and the South line of Keller Springs Road (60' R.O.W.):

THENCE North 89° 07' East along the South line of Keller Springs Road a distance of 1329.70 ft. to an iron pin for a corner;

THENCE South 0° 45' East a distance of 798.64 ft. to an iron pin for a corner;

THENCE South 89° 07'09" West a distance of 1332.72 ft. to an iron pin in said West line of Abstract No. 1592 for a corner;

THENCE North 0° 32'01" West along said West line of Abstract No. 1592 a distance of 798.60 ft. to the Point of Beginning and containing 24.406 acres.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I.**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to the COUNTRY VILLA HOMEOWNERS' ASSOCIATION ("CVHA") a Texas non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contact sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" or "Common Properties" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

TRACT 1  
A PART OF BLOCK L

Being a tract of land that is a part of the Common properties of the Country Villas Revised Addition to the City of Carrollton as recorded in Volume 74096, Page 2094 of the Deed Records of Dallas County, Texas and said tract being situated in the William Warner Survey, Abstract No. 1592, in Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point for a corner in the South R.O.W. line of Keller Springs Rd. (80 ft. R.O.W.), said point being South  $89^{\circ} 07'$  West a distance of 97.50 ft. from the intersection of the South R.O.W. line of Keller Springs Toad and the West R.O.W. line of Meadowstone Court (27 ft. R.O.W.), said point also being the Northwest corner of Lot No. 23 of Block E of the Country Villas Revised Addition;

THENCE South  $0^{\circ} 53'$  East a distance of 107.50 ft. to a point for a corner;

THENCE North  $89^{\circ} 07'$  East a distance of 97.50 ft. to a point for a corner;

THENCE South  $0^{\circ} 53'$  East a distance of 17.95 ft. to point for a corner and the beginning a circular curve to the right having a central angle of  $66^{\circ} 30''$ , a radius of 10.0 ft. and a tangent of 6.61 ft.;

THENCE along said circular curve to the right a distance of 11.68 ft. to the point of reverse curvature of a circular curve to the left having a central angle of  $73^{\circ} 53'$ , a radius of 50.0 ft. and a tangent of 37.60 ft.;

THENCE along said circular curve to the left a distance of 64.48 ft. to the point of reverse curvature of a circular curve to the right having a central angle of  $66^{\circ} 56'30''$ , a radius of 10.0 ft. and a tangent of 6.61 ft.;

THENCE along said circular curve to the right a distance of 11.68 ft. to the point of tangency;

THENCE South  $59^{\circ} 07'$  West a distance of 8.37 ft. to a point for a corner;

THENCE North  $30^{\circ} 53'$  West a distance of 90.50 ft. to a point for a corner;

THENCE South  $89^{\circ} 07'$  West a distance of 14.0 ft. to a point for a corner;

THENCE South  $59^{\circ} 07'$  West a distance of 58.49 ft. to a point for a corner;

THENCE South  $0^{\circ} 53'$  East a distance of 5.77 ft. to a point for a corner;

THENCE South  $30^{\circ} 53'$  East a distance of 92.50 ft. to a point for a corner;

THENCE South  $59^{\circ} 07'$  West a distance of 23.58 ft. to a point for a corner and the beginning of a circular curve to the right having a central angle of  $60^{\circ}$ , a radius of 62.54 ft. and a tangent of 36.11 ft.;

THENCE along said circular curve to the right a distance of 65.49 ft. to the point of tangency;

THENCE North  $60^{\circ} 53'$  West a distance of 23.58 ft. to a point for a corner;

THENCE North  $29^{\circ} 07'$  East a distance of 92.50 ft. to a point for a corner;

THENCE North  $0^{\circ} 53'$  West a distance of 5.77 ft. to a point for a corner;

THENCE North  $60^{\circ} 53'$  West a distance of 58.49 ft. to a point for a corner;

THENCE South  $89^{\circ} 07'$  West a distance of 10.05 ft. to a point for a corner;

THENCE North  $0^{\circ} 53'$  West a distance of 122.38 ft. to a point for a corner in the South R.O.W. line of Keller Springs Road;

THENCE North  $89^{\circ} 07'$  East along the South R.O.W. line of Keller Springs Road a distance of 130.57 ft. to the Point of Beginning and containing 0.6527 acres (28,432 sq. ft.) of land.

TRACT 2  
A PART OF BLOCK L

Being a tract of land that is a part of the Common Properties of the Country Villas Revised Addition to the City of Carrollton as recorded in volume 74096, Page 2094 of the Deed Records of Dallas County, Texas and said tract being situated in the William Warner Survey, Abstract No. 1592, in Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point for a corner in the East R.O.W. line of Meadowstone court (27 ft. R.O.W.), said point being South  $0^{\circ} 53'$  East a distance of 107.50 ft. from the intersection of the East R.O.W. Line of Meadowstone Court and the South R.O.W. line of Keller Springs Road (80 ft. R.O.W.), said point also being the Southwest corner of Lot No. 4 of Block E of the country Villas Revised Addition:

THENCE North  $89^{\circ} 07'$  East a distance of 97.50 ft. to a point for a corner;  
 THENCE North  $0^{\circ} 53'$  West a distance of 107.50 ft. to a point for a corner in the South R.O.W. line of Keller Springs Road;  
 THENCE North  $89^{\circ} 07'$  East along the South R.O.W. line of Keller Springs Road a distance of 12.80 ft. to a point for a corner;  
 THENCE South  $0^{\circ} 53'$  East a distance of 107.30 ft. to a point for a corner;  
 THENCE North  $89^{\circ} 07'$  East a distance of 115.99 ft. to a point for a corner;  
 THENCE South  $29^{\circ} 07'$  West a distance of 211.98 ft. to a point for a corner;  
 THENCE South  $30^{\circ} 45'$  East a distance of 94.24 ft. to a point for a corner;  
 THENCE South  $29^{\circ} 15'$  East a distance of 192.00 ft. to a point for a corner;  
 THENCE South  $30^{\circ} 52' 51''$  East a distance of 141.23 ft. to a point for a corner;  
 THENCE South  $59^{\circ} 07' 09''$  West a distance of 90.10 ft. to a point for a corner;  
 THENCE South  $0^{\circ} 52' 51''$  East a distance of 118.20 ft. to a point for a corner in the North R.O.W. line of Stone Creek Drive (32 ft. R.O.W.);  
 THENCE South  $89^{\circ} 07'$  West along the North R.O.W. line of Stonecreek Drive a distance of 12.80 ft. to a point for a corner;  
 THENCE North  $0^{\circ} 52' 51''$  West a distance of 107.50 ft. to a point for a corner;  
 THENCE South  $89^{\circ} 07' 09''$  West a distance of 97.50 ft. to a point for a corner;  
 THENCE North  $0^{\circ} 52' 52''$  West a distance of 17.95 ft. to a point for a corner and the beginning of a circular curve to the right having a central angle of  $66^{\circ} 56' 30''$  and a tangent of 6.61 ft.;  
 THENCE along said circular curve to the right a distance of 11.68 ft. to the point of reverse curvature of a circular curve to the left having a central angle of  $73^{\circ} 53'$ , a radius of 50.0 ft. and a tangent of 37.60 ft.;  
 THENCE along said circular curve to the left a distance of 64.48 ft. to the point of reverse curvature of a circular curve to the right having a central angle of  $66^{\circ} 56' 30''$ , a radius of 10.0 ft. and a tangent of 6.61 ft.;  
 THENCE along said circular curve to the right a distance of 11.68 ft. to the point of tangency;  
 THENCE North  $59^{\circ} 07' 09''$  East a distance of 8.37 ft. to a point for a corner;  
 THENCE South  $30^{\circ} 52' 51''$  East a distance of 90.50 ft. to a point for a corner;  
 THENCE North  $89^{\circ} 07' 09''$  East a distance of 14.0 ft. to a point for a corner;  
 THENCE North  $59^{\circ} 07' 09''$  East a distance of 85.38 ft. to a point for a corner;  
 THENCE North  $30^{\circ} 52' 51''$  West a distance of 222.0 ft. to a point for a corner;

**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number: 202200292614**

eRecording - Real Property

Recorded On: November 11, 2022 08:39 AM

Number of Pages: 4

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**" Examined and Charged as Follows: "**

Total Recording: \$34.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202200292614  
Receipt Number: 20221110000975  
Recorded Date/Time: November 11, 2022 08:39 AM  
User: Kevin T  
Station: CC18

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren  
Dallas County Clerk  
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", located to the right of the printed name.

THENCE South  $59^{\circ} 07' 09''$  West a distance of 90.57 ft. to a point for a corner;  
 THENCE South  $0^{\circ} 52' 51''$  East a distance of 13.86 ft. to a point for a corner;  
 THENCE South  $30^{\circ} 52' 51''$  East a distance of 85.50 ft. to a point for a corner;  
 THENCE South  $59^{\circ} 07' 09''$  West a distance of 8.37 ft. to a point for a corner and the beginning  
 of a circular curve having a central angle of  $66^{\circ} 56' 30''$ , a radius of 10.0 ft. and a tangent of 6.61  
 ft.;  
 THENCE along said circular curve to the right a distance of 11.68 ft. to the point of reverse  
 curvature of a circular curve to the left having a central angle of  $73^{\circ} 53'$ , a radius of 50.0 ft. and a  
 tangent of 37.60 ft.;  
 THENCE along said circular curve to the left a distance of 64.48 ft. to the point of reverse curvature  
 of a circular curve to the right, having a central angle of  $66^{\circ} 56' 30''$ , a radius of 10.0 ft. and a  
 tangent of 6.61 ft.;  
 THENCE along said circular curve to the right a distance of 11.68 ft. to the point of tangency;  
 THENCE North  $60^{\circ} 52' 51''$  West a distance of 8.37 ft. to a point for a corner;  
 THENCE North  $29^{\circ} 07' 09''$  East a distance of 85.5 ft. to a point for a corner;  
 THENCE North  $60^{\circ} 52' 51''$  West a distance of 90.57 ft. to a point for a corner;  
 THENCE South  $29^{\circ} 07' 09''$  West a distance of 124.50 ft. to a point for a corner;  
 THENCE South  $60^{\circ} 52' 51''$  East a distance of 24.0 ft. to a point for a corner;  
 THENCE South  $29^{\circ} 07' 09''$  West a distance of 94.50 ft. to a point for a corner;  
 THENCE South  $0^{\circ} 52' 51''$  East a distance of 3.46 ft. to a point for a corner;  
 THENCE South  $60^{\circ} 52' 51''$  East a distance of 59.65 ft. to a point for a corner;  
 THENCE North  $89^{\circ} 07' 09''$  East a distance of 14.0 ft. to a point for a corner;  
 THENCE North  $29^{\circ} 07' 09''$  East a distance of 90.50 ft. to a point for a corner;  
 THENCE South  $60^{\circ} 52' 51''$  East a distance of 8.37 ft. to a point for a corner and the beginning of  
 a circular curve to the right, having a central angle of  $66^{\circ} 56' 30''$ , a radius of 10.0 ft. and a tangent  
 of 6.61 ft.;  
 THENCE along said circular curve to the right a distance of 11.68 ft. to the point of reverse  
 curvature of a circular curve to the left having a central angle of  $73^{\circ} 53'$ , a radius of 50.0 ft. and a  
 tangent of 37.6 ft.;  
 THENCE along said circular curve to the left a distance of 64.48 ft. to the point of reverse curvature  
 of a circular curve to the right, having a central angle of  $66^{\circ} 56' 30''$ , a radius of 10.0 ft. and a  
 tangent of 6.61 ft.;  
 THENCE along said circular curve to the left a distance of 11.68 ft. to the point of tangency;  
 THENCE South  $0^{\circ} 52' 51''$  East a distance of 17.95 ft. to a point for a corner;  
 THENCE South  $89^{\circ} 07' 09''$  West a distance of 97.50 ft. to a point for a corner;  
 THENCE South  $0^{\circ} 52' 51''$  East a distance of 107.50 ft. to a point for a corner in the North R.O.W.  
 line of Stonecreek Drive;  
 THENCE South  $89^{\circ} 07' 09''$  West along the North R.O.W. line of Stonecreek Drive a distance of  
 5.0 ft. to a point for a corner;  
 THENCE North  $0^{\circ} 52' 51''$  West a distance of 113.70 ft. to a point for a corner;  
 THENCE North  $60^{\circ} 52' 51''$  West a distance of 76.24 ft. to a point for a corner;  
 THENCE North  $0^{\circ} 52' 51''$  West a distance of 3.85 ft. to a point for a corner;  
 THENCE North  $30^{\circ} 52' 51''$  West a distance of 94.50 ft. to a point for a corner;  
 THENCE North  $59^{\circ} 07' 09''$  East a distance of 24.0 ft. to a point for a corner;  
 THENCE North  $30^{\circ} 52' 51''$  West a distance of 139.04 ft. to a point for a corner;

THENCE South  $29^{\circ} 07'$  East a distance of 119.83 ft. to a point for a corner and the beginning of a circular curve to the left having a central angle of  $59^{\circ} 27' 54''$ , a radius of 89.54 ft. and a tangent of 51.14 ft.;

THENCE along said circular curve to the left a distance of 92.93 ft. to a point for a corner;

THENCE South  $30^{\circ} 53'$  East a distance of 97.50 ft. to a point for a corner;

THENCE North  $59^{\circ} 07'$  East a distance of 90.57 ft. to a point for a corner;

THENCE North  $0^{\circ} 53'$  West a distance of 13.86 ft. to a point for a corner;

THENCE North  $30^{\circ} 53'$  West a distance of 85.50 ft. to a point for a corner;

THENCE North  $59^{\circ} 07'$  East a distance of 8.37 ft. to a point for a corner and the beginning of a circular curve to the right having a central angle of  $66^{\circ} 56' 30''$ , a radius of 10.0 ft. and a tangent of 6.61 ft.;

THENCE along said circular curve to the right a distance of 11.68 ft. to the point of reverse curvature of a circular curve to the left having a central angle of  $73^{\circ} 53'$ , a radius of 50.0 ft. and a tangent of 37.6 ft.;

THENCE along said circular curve to the left a distance of 64.48 ft. to the point of reverse curvature of a circular curve to the right, having a central angle of  $66^{\circ} 56' 30''$ , a radius of 10.0 ft. and a tangent of 6.61 ft.;

THENCE along said circular curve to the left a distance of 11.68 ft. to the point of tangency;

THENCE South  $60^{\circ} 53'$  East a distance of 8.37 ft. to a point for a corner;

THENCE South  $29^{\circ} 07'$  West a distance of 95.50 ft. to a point for a corner;

THENCE South  $0^{\circ} 53'$  East a distance of 13.86 ft. to a point for a corner;

THENCE South  $60^{\circ} 53'$  East a distance of 90.57 ft. to a point for a corner;

THENCE North  $29^{\circ} 07'$  East a distance of 222.0 ft. to a point for a corner;

THENCE North  $60^{\circ} 53'$  West a distance of 85.38 ft. to a point for a corner;

THENCE South  $89^{\circ} 07'$  West a distance of 11.0 ft. to a point for a corner;

THENCE South  $29^{\circ} 07'$  West a distance of 95.50 ft. to a point for a corner;

THENCE North  $60^{\circ} 53'$  West a distance of 8.3 ft. to a point for a corner and the beginning of a circular curve to the right having a central angle of  $66^{\circ} 56' 30''$  and a tangent of 10.0 ft. and a tangent of 6.61 ft.;

THENCE along said circular curve to the right a distance of 11.68 ft. to the point of reverse curvature of a circular curve to the left, having a central angle of  $73^{\circ} 53'$ , a radius of 50.0 ft. and a tangent of 37.6 ft.;

THENCE along said circular curve to the left a distance of 64.48 ft. to the point of reverse curvature of a circular curve to the right, having a central angle of  $66^{\circ} 56' 30''$ , a radius of 10.0 ft. and a tangent of 6.61 ft.;

THENCE along said circular curve to the right a distance of 11.68 ft. to the point of tangency;

THENCE North  $0^{\circ} 53'$  West a distance of 17.95 ft. to the Point of Beginning and containing 2.1250 acres (93,001 sq. ft.) of land.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and is equivalent to a Unit in the PUD.

Section 6. "PUD" shall mean and refer to this Planned Unit Development which consists of separately owned lots with contiguous or noncontiguous areas or facilities owned by the CVHA in which the Owners of the lots have a membership interest. Title to the real estate under the

dwelling units is held by the individual lot Owners and not by the CVHA. The CVHA has title to and administers the Common Areas, and levies monthly charges against the lot Owners for the Common Area expenses of upkeep and maintenance. Membership in the Association cannot be severed from the ownership of an individual lot.

Section 7. "Unit" is the individual home, on its own lot, title to which is in the individual lot Owner.

Section 8. "Governing Documents" shall refer to the Original Declaration, this First Amended Declaration, the Bylaws, the Articles of Incorporation, and any rules and regulations adopted by the Board in accordance with the Bylaws, as each may be supplemented and amended from time to time.

Section 9. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Community, or the minimum standards established pursuant to the Governing Documents, whichever is a higher standard. Such standard shall be established initially by the Declarant and may include both objective and subjective elements. The Community-Wide Standard may evolve and change as development progresses and as the needs and desires within the Property change. Any determination or interpretation regarding the Community-Wide Standard, including, without limitation, whether the Community-Wide Standard has been met in a particular situation, shall be made by the Board.

Section 10. "Board" shall refer to the Board of Directors for Country Villas Homeowners' Association.

Section 11. "Cost of Collection" shall mean and include all reasonable attorneys' fees, handling charges or administrative expense, and all out-of-pocket expenses incurred by the Association, which are directly or indirectly related to the Association's efforts to collect the unpaid assessments or enforce the provisions of this Declaration, or any of the Association's rights, remedies, powers, or privileges, whether or not suit is instituted in connection with any of the foregoing.

## ARTICLE II.

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Upon acquisition of title to a Lot in the PUD, each purchaser becomes a member of the CVHA and will henceforth be entitled thereby to the non-severable use and enjoyment of the Common Areas and facilities, subject to the Articles of Incorporation and By-Laws of the Association and subject to the provisions set out herein including:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area:



(b) The right of CVHA to suspend the right to use of the Common Area and recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid or for a period not to exceed sixty (60) days for any violations of the Governing Documents.

(c) The right of the CVHA to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by two-thirds (2/3) of the members. No such dedication or transfer shall be effective unless such dedication or transfer has been recorded in the Deed Records of Dallas County, Texas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Title to the Common Areas. CVHA maintains the title to the Common Areas of Country Villas Homeowners Association Property.

Section 4. Encumbrances. The PUD's Common Areas and facilities may not be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of all holders of first mortgage liens on PUD Units.

Section 5. Owners Right to Ingress and Egress. There shall be no restriction upon any unit Owner's right of ingress and egress from his Unit.

Section 6. Owner's Right to Lease. "Leasing" or "Lease", for purposes of the Governing Documents, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner. "Leasing" shall not include a lease-back in connection with the sale of a Unit, where the seller of the Unit transfers title to the Unit and then leases the Unit back from the purchaser. Units owned by an Owner and occupied by an immediate family member of the Owner shall not be considered leased for the purposes of this Section. For purposes hereof, "immediate family member" shall include the mother, father, daughter, son, sister, brother, grandmother, grandfather, grandson, or granddaughter of the Owner of the Unit. All Leases shall be in writing and shall be for an initial term of at least twelve (12) months, except with the prior written approval of the Board. Lots may be leased only in their entirety. No fraction or portion may be leased. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board. No short-term rentals or transient lessees may be accommodated in a Unit. For purposes of these Rules, "short-term rentals" shall mean lease/rental periods of less than thirty (30) days, including leasing a Unit on a nightly basis. Owners may not list their Units as for lease on short-term rental websites such as [www.airbnb.com](http://www.airbnb.com), [www.vrbo.com](http://www.vrbo.com), [www.homeaway.com](http://www.homeaway.com) or other vacation or short-term rental websites. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the Lease. The Owner must make available to the lessee copies of the Governing Documents. The Board may adopt reasonable rules regulating leasing and subleasing.

Section 7. Owner Contact Information. Upon purchase of any Unit within CVHA, it is the sole responsibility of each member to provide CVHA with the members name, mailing address (if

different from the Unit address), phone number and email address. It is also the responsibility of each member to provide CVHA with any changes or updates to the member's contact information.

### ARTICLE III.

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. The failure of any Owner to comply with the provisions of the Governing Documents of the Association, as amended from time to time, will give rise to a cause of action by CVHA and any aggrieved Unit Owner for the recovery of damages.

Section 4. Control of the Owners' Association shall be held by a majority vote of its members as said votes are set out in Section 2 of Article III.

### ARTICLE IV.

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and Personal Obligation of Assessments. Except as hereinafter provided, each Owner, by accepting a deed for any portion of the Property, is deemed to covenant and agree to pay all Assessments authorized by this First Amended Declaration. All Assessments, together with interest at a rate not to exceed eighteen percent (18%) per annum, late charges as determined by Board resolution, costs and reasonable attorney's fees, shall be the personal obligation of each Owner upon whom the Assessment or charge is assessed. The Association shall have a lien against each Lot to secure payment of delinquent Assessments, as well as interest (subject to the limitations of Texas law), late charges, and costs of collection (including attorney's fees and costs). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments and other levies which by law would be superior thereto, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure in accordance with Texas law. Except as provided in Section 11 of this Article, upon the transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments or charges due at the time of conveyance.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and of the community clubhouse situated upon the Properties.

Section 3. Annual Assessments. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the Association's fiscal year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto.

The Annual Assessment may be increased by the Board of Directors each year not more than three percent (3%) over the previous year without a vote of the membership. Any proposed increase of the Annual Assessment beyond three percent (3%) of the previous year's assessment requires approval of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, CVHA may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal CVHA property related thereto, provided that any such assessment shall have the assent of a simple majority of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

- (a) to cover costs incurred in bringing a Lot into compliance with the provisions of the Governing Documents;
- (b) to cover the costs of providing benefits, items or services not provided to all Lots, such as additional landscape maintenance, pest control service, security and transportation services. Such Assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred;
- (c) for fines and other sanctions imposed pursuant to the Governing Documents; and
- (d) for any other cost or expense authorized

Section 6. Time of Payment: Due Date. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. If the Board so elects, Assessments may be paid in two or more installments. Unless the Board otherwise provides, the Annual Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any Assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding Assessments to be paid in full immediately.

Section 7. Uniform Rate of Assessment. Both Annual and Special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Working Capital Contribution: The Association shall establish a working capital deposit, wherein the Owner shall deposit at Closing, in accordance with the contract of sale, a minimum of two (2) monthly dues at Closing. The Association shall use the deposits of Owner in the working capital account to offset any delinquency in Owner's Annual or Special Assessments, if any.

Section 9. Effect of Nonpayment of Assessments: Any Assessment not paid within twenty-five (25) days after the due date shall incur monthly late charges from the due date at an amount established by the Board until the outstanding Assessments are paid. Any Assessments not paid within twenty-five (25) days after the due date shall also bear interest from the due date at a rate determined by the Board, but in no event in excess of the highest lawful rate allowed under applicable law in Texas. The assessment lien which secures payment of all delinquent Assessments, as well as interest (subject to the limitations of Texas law), late charges, and costs of collection (including attorney's fees and costs) may be enforced by judicial or non-judicial foreclosure proceedings in accordance with Section 209.0092 and Section 51.002 et seq. of the Texas Property Code (the "Foreclosure Statute"), as they may be amended from time to time, in like manner of any deed of trust on real property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Effects of Foreclosures: Each holder of first mortgage lien on a Unit who comes into possession of the Unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Unit and Lot free of any claims for unpaid Assessments and charges against the Lot and Unit which accrue prior to the time such holder comes into possession of the Lot and Unit, except for claims for a share of such Assessments or charges resulting from a reallocation of such Assessments or charges to all PUD units and lots including the mortgaged Unit and Lot.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 1. General: - No building, fence, wall or other structure shall be placed, erected, commenced or installed upon the Properties or any Lot by an Owner, nor shall any exterior addition, and no improvements (including staking, clearing, excavation, grading and other site

work, exterior alteration, addition or modification of existing improvements, planting or removal of landscaping located outside of enclosed or fenced backyards), (collectively the "Work") made until the plans and specifications have been submitted and approved by the CVHA Architectural Committee (the "ACC"). The ACC shall have the right, but not the obligation, to promulgate Design Guidelines and amend the same from time to time. Any amendments to the Design Guidelines shall be prospective only and shall not apply or require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

Section 2. Procedures. No Work shall commence on any Lot until an application for approval has been submitted to and approved by the ACC in writing. Such application shall be in the form required by the ACC and shall include plans and specifications ("Plans") showing the site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening therefor, and other features of proposed construction, as applicable. The ACC may require the submission of such additional information as it deems necessary to consider any application. In reviewing each submission, the ACC may consider (but shall not be limited to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finished grade elevations, the quality of workmanship and design, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, architectural merit and compliance with the recorded Design Guidelines. Decisions of the ACC may be based on purely aesthetic considerations.

A schedule and procedures outlining the specified Plans to be submitted at specific times may be established by the ACC. The ACC shall, within thirty (30) days after receipt of each required submission of Plans, advise the Owner submitting the same, in writing, at an address specified by such Owner at the time of submission of (i) the approval of Plans or (ii) the disapproval of Plans. Any decision by the ACC to disapprove any Plans may be appealed to the Board. A written notice of the disapproval must be provided to the Owner by certified mail, hand delivery, or electronic delivery. This disapproval notice must (i) describe the basis for the disapproval in reasonable detail and changes, if any, to the Plans or Work required as a condition to approval; and (ii) inform the Owner that the Owner may request a hearing before the Board not later than the thirtieth (30th) day after the date the notice was delivered to the Owner. If an appeal is timely made, the Board shall hold a hearing not later than the thirtieth (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 tenth (10th) day before the date of the hearing. Only one hearing is required under this subsection. The Board or the Owner may request a postponement. If requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. In the event the ACC fails to advise the submitting Owner by written notice within the time set forth above of either the approval or disapproval of the Plans, the applying Owner may give the ACC written notice of such failure to respond, stating that, unless the ACC responds within ten (10) days of receipt of such notice, approval shall be deemed granted. However, no Plans, whether expressly approved or deemed approved pursuant to the foregoing, shall be inconsistent with the Governing Documents unless a variance has been granted in writing pursuant to Section 4 of this Article.

During the hearing, the Board or its designated representative and the Owner or his or her designated representative shall each be provided the opportunity to discuss, verify facts, and resolve the disapproval of the Plans or of Work, and the changes, if any, requested by the ACC in the disapproval notice. The Board or the Owner may make an audio recording of the hearing. The Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC as consistent with this First Amended Declaration.

Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed and postage prepaid, is deposited with the United States Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall also be sufficient and shall be deemed to have been given at the time of delivery.

Section 3. No Waiver of Future Approvals. The ACC's approval of any Plans for any Work done or proposed, or in connection with any other matter requiring the approval and consent of such ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar Plans or other matters subsequently or additionally submitted for approval.

Section 4. Variances. The ACC may authorize variances from compliance with the Governing Documents and any required procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations so require. Such variances shall not, however, (i) be effective unless in writing; (ii) be contrary to the restrictions set forth in this First Amended Declaration; or (iii) estop the ACC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not constitute hardships.

Section 5. Limitation of Liability. Review and approval of any application pursuant to this Article V is made on the basis of aesthetic considerations only, and the Committee shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes and other governmental requirements, or (iii) conformity of quality, value, size or design among Lots. Neither the Association, the Board, the ACC nor any member of any of the foregoing, shall be held liable for soil conditions, drainage or other general site work, or for any defects in Plans revised or approved hereunder, or for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

Section 6. Fees: Assistance. The ACC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals or in the preparation of any legal or other documents deemed necessary or desirable by the ACC in connection with the Work or the review or approval thereof, although nothing shall be construed herein as requiring the review of applications by such professionals.

Section 7. Enforcement. Any Work performed in violation of this Article V shall be deemed nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, cure such nonconforming Work or remove such structure or improvement and restore the

Lot to substantially the same condition as existed before the nonconforming Work. Should an Owner fail to remove or restore as required hereunder, the Association or its designees, shall have the right to enter the Lot and remove or cure the violation in accordance with Article VII. All costs, including, without limitation, reasonable attorney's and engineering/architect's fees, together with the interest at the maximum rate then allowed by law, may be assessed against the nonconforming Lot and collected as a Specific Assessment obligation under Article IV. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article V and the decisions of the Committee.

Section 8. Notice of Violation. To evidence any violation of this Article V or Article VI by any Owner, the Board may file, but is not required to file, in the Deed Records of Dallas County, Texas, a notice of violation setting forth (i) the violation, (ii) the name of the Owner and Lot, and (iii) a sufficient legal description of the Lot. Such notice shall be signed and acknowledged by an officer or duly authorized agent or attorney of the Association. The cost of preparing and recording such notice may be assessed against the non-conforming Lot and collected as a Specific Assessment pursuant to Article IV.

## ARTICLE VI.

### PROTECTIVE COVENANTS

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single-family residential and related purposes.

Section 2. Parking and Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, golf carts, stored vehicles, inoperable vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and watercraft trailers, and racing cars shall be parked only in enclosed garages or other areas designated from time to time by the Board. All garages, parking spaces, laneways, and driveways shall be used exclusively for the parking of passenger automobiles. Street parking of the above listed vehicles is strictly prohibited at all times. Over-night street parking is prohibited in handicap parking spaces and community parking spaces in front of the CVHA clubhouse/pool. Owner and/or tenant vehicles are required to park in the garage or driveway spaces on their respective Lot. Non-homeowner/resident vehicles are permitted to park on city streets for not more than forty-eight (48) consecutive hours. City street parking is exclusively for the purpose of short-term guests. Notwithstanding the above, service and delivery vehicles may be parked in the city streets for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Properties. Moving vans may be located in the city streets only so long as necessary for loading or unloading, but, in no event, shall any moving van be permitted to remain in the city streets overnight.

Section 3. Obstructions, Etc. There shall be no obstruction of the Common Properties. Nothing shall be kept or stored in the Common Properties, nor shall anything be altered,

constructed, planted, or removed from the Common Properties, without approval by the CVHA Board.

Section 4. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on their Lot or in the Common Properties which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any local, state, or federal law. No waste shall be abandoned in the Common Properties.

Section 5. Signs. No sign, flag, or banner of any kind shall be erected within the Property without the written consent of the Board, except (i) entry, directional and advertising signs installed by the Association, (ii) one customary professional sign advertising a property for sale, (iii) personal signs indicating school affiliations, birth announcements or similar events, which may be displayed for no more than forty-eight (48) hours, (iv) signs indicating that a property is monitored by a security company, and (v) political signs not exceeding four (4) feet by six (6) feet in size advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal (but no more than one such sign for each candidate or ballot item) provided that such signs are ground-mounted, and are not erected more than ninety (90) days in advance of the election to which they pertain and are removed within ten (10) days after the election. The Board reserves the right to restrict the size, color, lettering and placement of all permitted signs.

Section 6. Nuisances. Nothing shall be done or maintained on any part of a Lot which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort or serenity of the occupants of other Lots. There shall not be maintained any plants or animals or devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Property.

No noxious, illegal or offensive activity shall be carried on upon any portion of the Property which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance or nuisance to Persons using the Common Properties or to the occupants of other Lots. No outside burning of trash or garbage shall be permitted within the Property. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

Section 7. Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or the Owner's family, guest, invitees, or the Owner's Lessee or the Lessee's family, guests or invitees to the extent that the damage shall not be covered by insurance. CVHA will perform any and all repairs made necessary by damages to the Common Properties. The cost for any and all repairs will be charged back to the Owner as a Specific Assessment pursuant to Article IV of this Declaration. Notice of assessment will be sent to Owner via certified mail and email, to the extent the Owner has provided the Association with an email address.

Section 8. Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property except that dogs, cats or other household pets may be kept, but not for any



commercial purposes, provided that they do not create a nuisance. Homeowners are required to clean up after their animals in all Common Areas and maintain health and safety standards within their Property. Animals are not to be left unattended and must be leashed in the Common Areas.

Section 9. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Properties except in sanitary or contractor containers. Lot Owners shall be responsible for the prompt removal of all litter, trash, refuse and waste on their respective Lot. If it becomes necessary for the CVHA to remove such litter, trash, refuse or waste, it be will at Owner's expense.

Section 10. Garbage and Recycle Bins. Garbage and Recycle Bins shall be kept out of sight from streets and neighboring Lots except during authorized city pick up times and shall not be stored, kept or placed anywhere visible except between sunset on the night before and sunrise the day after pickup.

Section 11. Window Air Conditioning Units and HVAC Equipment. All Window Air Conditioning Units and other HVAC equipment located on the Lot and/or Unit may not be visible from the streets or neighboring Lots.

Section 12. Fences, Gates and Retaining Walls. All fences, gates and retaining walls located on the Lots must be properly maintained and kept in good condition and repair at all times. Any and all loose, leaning, broken, or rotted fence posts, backer rails/pickets, or rust must be promptly repaired or replaced, subject to the requirements of Article V of this First Amended Declaration.

## ARTICLE VII

### MAINTENANCE

Section 1. Association Responsibility. In addition to the maintenance upon the Common Area, the Association shall provide exterior maintenance oversight upon each Lot which is subject to assessment hereunder as follows: paint, clearing gutters, trimming trees, shrubs, grass, walks. The Association does not provide maintenance to any portion of the fences on a Lot, the owner's back yard, or any other exterior improvements on the Lot, including, but not limited to, roofs, foundations, chimneys or any other structural components of the Unit on the Lot. Such exterior maintenance shall not include glass surfaces. In the event that the need for exterior maintenance or repair is caused though the willful or negligent act of the Lot Owner, their family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Owner's assessment obligation as a Specific Assessment to which such Lot is subject.

Section 2. Owner Responsibility. Each Owner shall maintain his or her Lot and all landscaping, structures and other improvements within the boundaries of the Lot, unless the Association has been assigned the maintenance responsibility therefor pursuant to Section 1 above. The responsibility of the Owner shall include, but not be limited to, the maintenance, repair and replacement of all exterior portions of the Unit (including, but not limited to, roofs, siding, brick, foundations, gutters, downspouts and private walkways), and all fixtures and equipment installed

in his or her Unit, all utility fixtures and equipment (including, without limitation, individual HVAC units and exterior lighting) which exclusively serve a Lot and/or the Unit; and all utility lines, chutes, flues, pipes, ducts, wires, vents and conduits which exclusively serve a Lot and/or Unit whether located wholly within or outside the boundaries of the Lot and/or Unit. An Owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of any Unit. Each Owner shall promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible. No Owner shall do anything with respect to the Lot and/or Unit which would or might jeopardize or impair the safety or soundness of any Unit without first obtaining the written consent/approval of the ACC and all Owners and Mortgagees of the Lots affected, nor impair any easement without first obtaining written consent of the Association and of the Owner and their Mortgagees for whose benefit such easement exists. Each Owner shall also be responsible for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants or guests, with the cost thereof to be assessed against the Lot and the Owner as a Specific Assessment under Article IV.

In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibilities, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment in accordance with Article IV. However, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when immediate entry is required due to an emergency situation.

Section 3. Standard of Performance. Unless otherwise specifically provided in the Governing Documents, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain the Property to a level consistent with the Community-Wide Standard. Repair and replacement shall include improvement, if necessary to comply with applicable building codes or other regulations or if otherwise deemed appropriate, in the Board's reasonable discretion. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article V. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, and landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance.

## ARTICLE VIII.

### GENERAL PROVISIONS

Section 1. Compliance and Enforcement. Every Owner and occupant of a Lot shall comply with the Governing Documents. Subject to and in accordance with all applicable laws, the Association, acting through the Board, shall be authorized to impose sanctions for violations of the Governing Documents. Sanctions may include, without limitation, the following:

(a) Imposing reasonable monetary fines, which shall constitute a lien upon the violator's Lot;

(b) Suspending any Person's right to use any recreational facilities within the Common Properties; provided, however, nothing herein shall authorize the Board to prevent ingress or egress to or from a Lot. Such suspension shall not be valid for a period beyond thirty (30) days from the date thereof, except for non-payment of assessments which suspension may continue until such delinquent assessments are paid in full;

(c) Suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(d) Exercising self-help (specifically including, but not limited to, removing nonconforming structures and/or improvements pursuant to Article V and performing maintenance on an Owner's Lot pursuant to Article VII, Section 2);

(e) Recording a Notice of Violation pursuant to Article V, Section 8;

(f) Levying a Specific Assessment pursuant to Article IV, Section 5; and

(g) Taking any other action to abate a violation of the Governing Documents.

Before the Association may suspend an Owner's right to use the Common Properties, file a suit against an Owner (other than a suit to collect an Annual, Specific or Special Assessment or foreclose under an Association's lien), charge an Owner for property damage, or levy a fine for a violation of the Governing Documents, the Association or its agent must give written notice to the Owner by certified mail in accordance with the requirements of Section 209.006 of the Code. If an Owner requests a hearing pursuant to Section 209.007 of the Code, the Board shall hold a hearing not later than the thirtieth (30<sup>th</sup>) 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 tenth (10<sup>th</sup>) 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 ten (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. Not later than ten (10) days before the Board 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. If the Board does not provide a packet within the period described by this Section, an Owner is entitled to an automatic 15-day postponement of the hearing. 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.

In addition to any other enforcement rights, the Association may bring suit in law or in equity, or both, to enjoin any violation or to recover monetary damages, or both. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. If the Association prevails in any action to enforce the Governing Documents, it shall be

entitled to recover all costs of collection reasonably incurred in such action, including reasonable attorney's fees. Failure by the Association to enforce any the foregoing or any other right or remedy of the Association shall in no event be deemed a waiver of the right to do so thereafter. Owners shall be held responsible for any violations by any guests, tenants and other occupants or invitees of such Owner's Lot.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. Except as otherwise specifically provided, this First Amended Declaration may be amended only by the affirmative vote of Members representing at least fifty-one percent (51%) of the total votes in the Association.

Section 4. Transfer of a Lot. Transfer of a Lot or Unit automatically transfers membership in the Owners Association and all rights of the transfer with respect to the Common Areas and facilities to which ownership of such Unit relates. The right of a Unit Owner to sell, transfer, or otherwise convey his Unit will not be subject to any right of first refusal or any similar restriction in favor of the Owners Association.

Section 5. Fee Simple Estate. The legal estate of each Owner will be a fee simple estate.

Section 6. Notices. Any notice required to be given to any member or Owner under the provisions of this First Amended Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person, and/or when electronically communicated through secure messaging such as email, to whomever appears as a member and Owner on the records of the Association at the time of such mailing.

Section 7. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this First Amended Declaration or application of the provisions of the Governing Documents, shall be determined by the Board of Directors, which determination shall be final and binding upon all Owners.

## ARTICLE IX

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article IX, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the sole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## **ARTICLE X.**

### **EASEMENTS**

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the Properties are reserved by Declarant for itself, its successors and assigns, and are subject to prior approval of the first lienholders. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, or with the use, maintenance, operation or installation of such utility. Full rights of ingress and egress had by Declarant and its successors and assigns ceases to exist and dissolves after same loses control of the Association. Change in service for cable service requiring new cable from distribution box to house at request of Owner requires service provided to bury cable. It is responsibility of service request Owner to ensure cable is buried by provider.

Section 2. Overhang Easements. Declarant hereby reserves for itself and each Owner an easement and right of overhang to overhang each Lot in the Properties with the roof of any home to be constructed on the Properties by Declarant as any such roof is originally constructed by Declarant, but not otherwise.

Section 3. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any

damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

Section 4. Encroachments. In the event any portion of any Unit encroaches upon the Common Areas and facilities, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the PUD, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

## ARTICLE XI.

### INSURANCE REQUIREMENTS

Insurance coverage shall substantially conform to the following requirements, to-wit:

Section 1. Owner Insurance Obligations. A policy of property insurance affording protection against loss and damage from fire and other hazards covered by the Standard Extended Coverage Endorsement shall be obtained by the Owner of each Unit mortgaged in an amount at least sufficient to pay the mortgage balance in the event of a covered loss.

Section 2. Association Insurance Obligations. To procure and maintain insurance coverage in conformity with the following, to-wit:

(a). A policy of property insurance affording protection against loss and damage from fire and other hazards covered by the Standard Extended Coverage Policy in an amount equal to the full replacement value of the Common Areas owned by CVHA with an agreed amount endorsement of its equivalent, a demolition endorsement or its equivalent, and, if necessary, an increased cost of construction endorsement or contingent liability from operation of the building laws endorsement of the equivalent, such insurance to afford protection against at least the following:

(1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

(2) such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

(3) a comprehensive policy of public liability insurance covering all of the Common Areas and commercial spaces located in the "planned unit development" insuring the Association with such limits as may be considered acceptable to first lien holder (not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence) such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others, and, if applicable: garage keeper's liability, host liquor liability, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

(4) the Association shall cause all officers or employees of the Association having fiscal responsibilities to be bonded as follows, to-wit:

(i) the Association of the "planned unit development" shall be required to maintain adequate fidelity coverage to protect against dishonest acts on the part of the officers, directors, trustees and employees of such Association and all others who handle, or are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:

(aa) all such fidelity bonds shall name the Owners Association as an obligee; and

(bb) such fidelity bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the planned unit development project, including reserves, unless a greater amount is required by the first lien holder; and

(cc) such fidelity bonds shall contain waivers of any defense bond upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and

(dd) such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least fifteen (15) days' prior written notice to the servicer of the first lienholder.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Association and attorney-in-fact for the Owners consenting to the adoption of this First Amended Declaration has executed this First Amended Declaration on the 7<sup>th</sup> day of ~~October~~, November, 2022.

**COUNTRY VILLAS HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation**

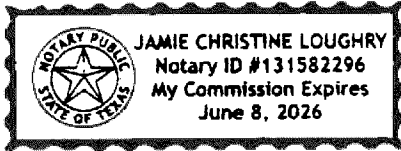
By: Loydeen Fadel  
\_\_\_\_\_, President

Printed Name: Loydeen Fadel

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS   §

ACKNOWLEDGED before me, the undersigned authority, by Laydon Fadelby  
President of Country Villas Homeowners' Association, a Texas non-profit corporation, on behalf  
of said corporation, on this 7 day of November, 2022.



Jamie Loughry  
Notary Public in and for  
the State of Texas

My Commission Expires: June 8, 2026

G/Pud.Amd/CountryVillas

**AFTER RECORDING RETURN TO:**  
**Riddle & Williams, P.C.**  
**3811 Turtle Creek Blvd., Suite 500**  
**Dallas, Texas 75219**



**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202200293898

eRecording - Real Property

Recorded On: November 14, 2022 03:25 PM

Number of Pages: 25

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**" Examined and Charged as Follows: "**

Total Recording: \$118.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202200293898  
Receipt Number: 20221114000382  
Recorded Date/Time: November 14, 2022 03:25 PM  
User: Natasha R  
Station: CC17

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF DALLAS**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW".