



**SUBDIVISION INFORMATION, INCLUDING  
RESALE CERTIFICATE FOR PROPERTY SUBJECT TO  
MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION**  
(Chapter 207, Texas Property Code)

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at \_\_\_\_\_ (Street Address), City of Southlake, County of Tarrant, Texas, prepared by the property owners' association (Association).

A. The Property ☐ is ☒ is not subject to a right of first refusal (other than a right of first refusal prohibited by statute) or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.

B. The current regular assessment for the Property is \$ \_\_\_\_\_ 660 per \_\_\_\_\_ year \_\_\_\_\_.

C. A special assessment for the Property due after this resale certificate is delivered is \$ \_\_\_\_\_ NA payable as follows NA for the following purpose: NA.

D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$ \_\_\_\_\_ 0/Due of \$660 paid for OGG.

E. The capital expenditures approved by the Association for its current fiscal year are \$ \_\_\_\_\_ 15K \_\_\_\_\_.

F. The amount of reserves for capital expenditures is \$ \_\_\_\_\_ 0/\$40k operating account \_\_\_\_\_.

G. Unsatisfied judgments against the Association total \$ \_\_\_\_\_ NA \_\_\_\_\_.

H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there ☐ are ☒ are not any suits pending in which the Association is a party. The style and cause number of each pending suit is: NA.

I. The Association's board ☐ has actual knowledge ☒ has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are: NA.

J. The Association ☐ has ☒ has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.

K. The amount of any administrative transfer fee charged by the Association for a change of ownership of property in the subdivision is \$ \_\_\_\_\_ 375 \_\_\_\_\_. Describe all fees associated with the transfer of ownership (include a description of each fee, to whom each fee is payable and the amount of each fee). \_\_\_\_\_

Gate openers require \$100 deposit to the HOA. Seller will return the openers to the HOA at the end of the lease term.

Please contact Amanda Orr for gate openers.

L. The Association's managing agent is \_\_\_\_\_ Amanda Orr ~~Amor~~ \*  
(Name of Agent)

PO Box 92181, Southlake, TX. 76092  
(Mailing Address)

817-689-6123 / ~~Amor~~ JF  
(Telephone Number)

NA  
(Fax Number)

sandlinhoa@outlook.com  
(E-mail Address)

M. The restrictions ☐ do ☒ do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.  
REQUIRED ATTACHMENTS:

- |                          |   |
|--------------------------|---|
| 1. Restrictions          | 5. Current Operating Budget   |
| 2. Rules                 | 6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities |
| 3. Bylaws                | 7. Any Governmental Notices of Health or Housing Code Violations  |
| 4. Current Balance Sheet |   |

**NOTICE: This Subdivision Information may change at any time.**

Sandlin Manor HOA  
Name of Association

By: amanda Orr

Print Name: Amanda Orr

Title: Treasurer

Date: \_\_\_\_\_

Mailing Address: PO Box 92181, Southlake, TX. 76092

E-mail: sandlinhoa@outlook.com



This form has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated contract forms. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 37-5. This form replaces TREC No. 37-4.

Sandlin Manor HOA  
Income Statement

Ordinary Income/Expense	Twelve Months ended December 31, 2022	Twelve Months ended December 31, 2021	BUDGET FYE DECEMBER 31, 2022	PROPOSED BUDGET FYE DECEMBER 31, 2023
Income				
Membership Dues	\$ 13,860	\$ 13,860	\$ 13,860	\$ 13,860
Title Transfer Fees	-	500	375	750
Fines and Fees Income	8,000	-	-	-
Total Income	<u>21,860</u>	<u>14,360</u>	<u>14,235</u>	<u>14,610</u>
Expense				
Insurance	612	605	625	625
Miscellaneous	-	-	250	250
Landscape Maintenance	5,284	3,960	4,500	5,500
Legal Expenses	-	-	-	-
Office Expense	177	132	185	215
Repairs and Maintenance				
Infrastructure	-	-	-	-
Lighting	541	115	500	500
Drainage	-	-	-	-
Gate	140	3,211	2,000	2,000
Total Repairs	681	3,326	2,500	2,500
Utilities				
Gas and Electric	334	340	400	400
Water	980	741	750	1,000
Total Utilities	1,315	1,081	1,150	1,400
Social Functions and Signs	1,756	191	1,300	1,800
Total Expense	<u>9,824</u>	<u>9,295</u>	<u>10,510</u>	<u>12,290</u>
Total Ordinary Income (Loss)	<u>12,036</u>	<u>5,065</u>	<u>3,725</u>	<u>2,320</u>
Other Income/(Expense)				
Income				
Interest Income	60	3	-	180
Expense				
Other Expenses	-	-	-	-
Total Other Income/(Expense)	<u>60</u>	<u>3</u>	<u>-</u>	<u>180</u>
Net Income (Loss) before Improvements	<u>\$ 12,096</u>	<u>\$ 5,068</u>	<u>\$ 3,725</u>	<u>\$ 2,500</u>
Infrastructure Improvement Projects:				
Completed:				
Fence cleaning, repair and painting	-	(6,754)	-	
Mortar repair & sealing	(5,467)	-	(5,467)	
Landscape improvements	<u>(14,225)</u>	<u>-</u>	<u>(15,000)</u>	
Proposed**:				
Painting light and sign posts				(1,500)
Refresh Shady Oaks entry landscape				(1,500)
Turf repair east of owners gate				(2,500)
Repaint fire lanes				<u>(2,500)</u>
Net Income (Loss)	<u>\$ (7,596)</u>	<u>\$ (1,685)</u>	<u>\$ (16,742)</u>	<u>\$ (5,500)</u>

\*\*Proposed items are placeholders with estimates being requested for discussion in HOA meeting.

Sandlin Manor HOA  
Balance Sheet

	As of December 31, 2022	December 31, 2021	BUDGET FYE December 31, 2022	PROPOSED BUDGET FYE December 31, 2023
ASSETS				
Current Assets				
Cash	\$ 20,521	\$ 30,925	\$ 14,458	\$ 18,384
Accounts Receivable	3,374	-	-	-
Prepaid Assets	103	73	95	120
Total Current Assets	<u>23,999</u>	<u>30,998</u>	<u>14,553</u>	<u>18,504</u>
TOTAL ASSETS	<u>\$ 23,999</u>	<u>\$ 30,998</u>	<u>\$ 14,553</u>	<u>\$ 18,504</u>
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	\$ 434	\$ 377	\$ 400	\$ 440
Total Current Liabilities	<u>434</u>	<u>379</u>	<u>400</u>	<u>440</u>
Long Term Liabilities				
Gate Key Deposits	<u>8,640</u>	<u>8,100</u>	<u>8,500</u>	<u>8,640</u>
Total Liabilities	<u>9,075</u>	<u>8,479</u>	<u>8,900</u>	<u>9,080</u>
Equity				
Retained Earnings	22,520	24,206	22,520	14,924
Net Income (Loss)	<u>(7,596)</u>	<u>(1,686)</u>	<u>(16,867)</u>	<u>(5,500)</u>
Total Equity	<u>14,924</u>	<u>22,520</u>	<u>5,653</u>	<u>9,424</u>
TOTAL LIABILITIES AND EQUITY	<u>\$ 23,999</u>	<u>\$ 30,998</u>	<u>\$ 14,553</u>	<u>\$ 18,504</u>

**Electronically Recorded**

Official Public Records

Tarrant County Texas

2006 May 12 08:30 AM

Fee: \$ 80.00

Submitter: LANDATA

**D206142978**

*Suzanne Henderson*

Suzanne Henderson

STNT/06903132/CC/224

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE SANDLIN MANOR ADDITION**

THE STATE OF TEXAS  
COUNTY OF TARRANT

THIS DECLARATION (herein so called) is made this 11th day of MAY, 2006, by SAVANNAH COURT PARTNERSHIP (herein referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of the real property referred to in Article II hereof and described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to create thereon a residential community including, but not limited to, residential lots, open spaces, landscaping, sprinkler system, streets, common lighting, fencing, drives, screening walls, and other common improvements for the benefit of the community; and

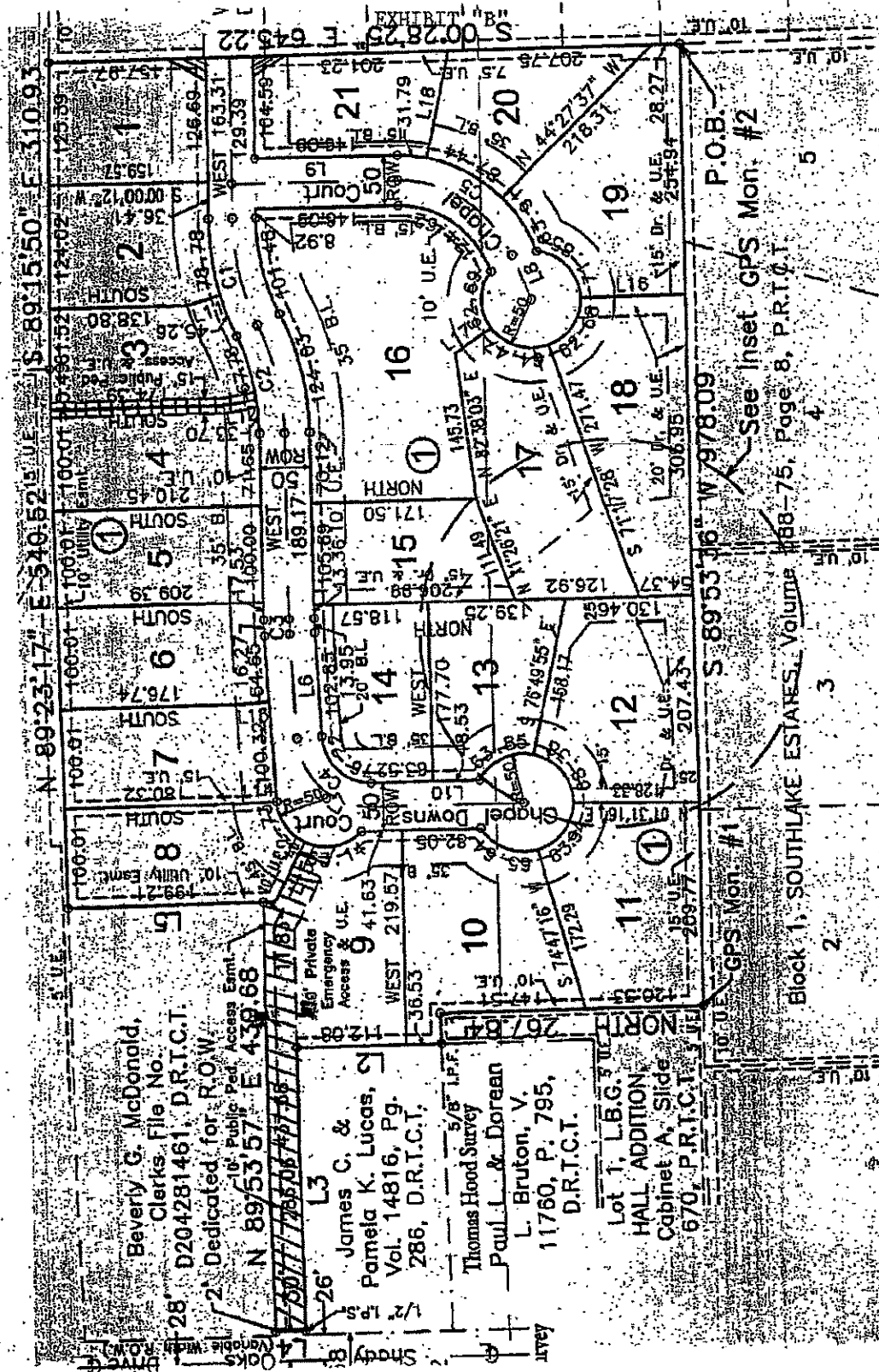
WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping, sprinkler systems, streets, common lighting, fencing, drives, screening walls, and any and all other common improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof,

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied only as expressly subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I  
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (Unless the context shall otherwise prohibit) shall have the following meanings:

- (a) "Architectural Control Committee" or "Committee" shall mean and refer to the architectural control committee described in Article IV hereof.
- (b) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling.
- (c) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
- (d) "Properties" shall mean and refer to the properties subject to this Declaration as described on Exhibit "A" attached hereto.



Beverly G. McDonald,  
Clerks File No.  
D204281461, D.R.T.C.T.

2' Dedicated for R.O.W.  
N 89°53'57" E 439.68'

L3  
James C. &  
Pamela K. Lucas,  
Vol. 14816, Pg.  
286, D.R.T.C.T.

Thomas Hood Survey  
Paul L. & Doreen  
L. Bruton, V.  
11760, P. 795,  
D.R.T.C.T.

Lot 1, L.B.G.  
HALL ADDITION  
Cabinet A, Slide  
670, P.R.T.C.T.

GPS Mon #1

S 89°53'36" W 978.09'

P.O.B.

See Inset GPS Mon. #2

Block 1, Southlake Estates, Volume 188-75, P.R.T.C.T.

3

2

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STNT/06903132/CC/224

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**WITNESSETH:**

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WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping, sprinkler systems, streets, common lighting, fencing, drives, screening walls, and any and all other common improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof,

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied only as expressly subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

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- (b) **"Lot"** shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling.
- (c) **"Owner"** shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
- (d) **"Properties"** shall mean and refer to the properties subject to this Declaration as described on Exhibit "A" attached hereto.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

**Existing Properties.** The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in Southlake, Tarrant County, Texas, and are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

**ARTICLE III**  
**USE OF PROPERTIES AND LOTS; PROTECTIVE COVENANTS**

**3.01 Residential Purposes.** Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use, commercial or professional use.

**3.02 Minimum Lot Area.** No Lot shall be subdivided; provided, however, that Declarant shall have, and hereby reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Owners to file a re-plat of the Plat to effect a re-subdivision or reconfiguration of any Lots then owned by Declarant, so long as such re-plat results in each re-subdivided Lot containing not less than the minimum lot size prescribed by the zoning ordinances of the City of Southlake, Texas. Owners shall not unreasonably withhold or delay their joinder in or consent to the re-plat or amendments to the Plat. The privilege to re-plat Lots owned by Declarant reserved herein shall be exercisable only by the Declarant.

**3.03 Minimum Floor Space.** All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling. Each dwelling constructed on any Lot shall contain a minimum of four thousand five hundred (4,500) square feet of heat and air conditioned floor space.

**3.04 Combining Lots.** Any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefore being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulation of any governmental authority having jurisdiction over the Properties and the Owner seeking such consolidation shall be solely responsible for any and all costs and expenses of such consolidation, including, but not limited to the costs of re-plotting, governmental fees, and fees for professional services whether incurred by such Owner, Declarant or the Committee. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

**3.05 Setback Requirements and Building Location.** All front, side and rear setbacks must be approved by, and must meet the requirements of the City of Southlake and the requirements of the Plat. The location of the main residence of each Lot and the facing of the main elevation with respect to the street shall be subject to the written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the property lines indicated by the minimum building setback line on the Plat.



**3.06 Height.** No building or structure on any Lot shall contain more than two (2) stories or exceed, in height, the maximum height allowed by the City of Southlake, such height to be measured and determined in accordance with the method approved by the City of Southlake.

**3.07 Driveways.** Each Lot must be accessible to the adjoining street by a driveway suitable for such purposes and approved in writing as to design, materials and location by the Architectural Control Committee before the residential structure located on such Lot may be occupied or used.

**3.08 Access.** No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

**3.09 Drainage.** Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage water. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, private drainage systems, drainage easements, or Common Properties, and in conformity with the lot grading plan and the general drainage plans for the subdivision.

**3.10 Retaining Walls.** Retaining walls shall be restricted to structurally engineered and designed walls made from masonry conforming with the guidelines established by the Committee. It shall be the intent of Declarant and the Architectural Control Committee to promote visual continuity in and around the Properties. No drains or conduits shall be located with or pass through any retaining wall without the prior written approval of the Committee. In the event (i) the general drainage plan for the subdivision, (ii) the lot grading plan submitted by an Owner for approval by the Committee, or (iii) the Committee after its review of the lot grading plan submitted by an Owner provides for the installation and construction of a retaining wall between two (2) Lots, the Owner on the "high side" shall be responsible for the costs and expenses of constructing and installing such retaining wall, unless otherwise provided in writing by the Committee.

**3.11 Mailboxes and Address Plaques.** In accordance with US Postal regulations, each individual Lot shall have a mailbox. Address plaques shall be attached to each residence prior to occupancy. All address plaques permanently fixed to a residence shall be made of pre-cast stone or brass. All mailboxes must be approved by the Architectural Control Committee.

**3.12 Utilities.** Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be required during building construction on each individual construction site. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee shall require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Properties or from any other Lot.

**3.13 Construction Requirements**

(a) The exterior surface of all residential dwellings shall be constructed of glass, fiber cement siding, stone, stone veneer, brick, brick veneer or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence located within the Properties will have not less than eighty percent (80%) masonry coverage. To encourage the use of new products, this caveat will be reviewed on a regular basis by the Architectural Control Committee.

The Architectural Control Committee will only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision. Three hundred (300) pound, twenty-five (25) year warranty is the minimum standard of quality for roofing material to be used in the Properties. The roof pitch of any structure shall be 12" x 12" minimum. Any deviation of roof pitch must be approved in writing by the Architectural Control Committee. Exterior paint and

stain colors shall be subject to the written approval of the Architectural control Committee.

(b) No above ground-level swimming pools shall be installed on any Lot.

(c) All exterior construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all shall be covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(d) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.

(e) Windows on the front elevation or visible from the front street will be wood or vinyl clad (wood appearance) with exterior grid dividers or muntins. Any variance will require prior written approval of the Architectural Control Committee.

**3.14 Garages and Servants Quarters.** Each residential dwelling erected on any Lot shall provide garage space for a minimum of three (3) conventional automobiles. All garage doors shall be closed at all times when not in use. Detached garages, carports, servants quarters, and storage rooms must be approved in writing by the Architectural Control Committee. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. All garages shall have the prior written consent of the Architectural Control Committee. Porte cocheres must be approved in writing by the Architectural Control Committee.

**3.15 Landscaping.** Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee. Weather permitting, each Lot shall be fully landscaped within one hundred twenty (120) days after the occupancy of the residence constructed thereon. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition..

**3.16 Fences.** No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. Fences adjoining to or located on property lines (perimeter) fencing shall not be privacy fencing. Front yard fencing shall be permitted with the prior written consent of the Architectural Control Committee.

**3.17 Trash Receptacles and Collection.** Each Lot Owner shall make or cause to be made appropriate arrangements with the City of Southlake, Texas, for collection and removal of garbage and trash on a regular basis and be consistent with the regulations or requirements promulgated by the City of Southlake, Texas, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal or plastic, with tightly-fitting lids, or other containers approved by the City of Southlake, Texas, and which shall be maintained in a clean and sanitary condition. An owner may place trash on the street curb abutting his Lot only on those days designated by the City as trash collection days. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

**3.18 Exterior Lighting.** No exterior lighting, including landscape lighting, shall be installed or maintained on any Lot without prior written approval of the Architectural Control Committee. Further, and notwithstanding such prior written approval, upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

**3.19 Window Coolers.** No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Properties.

**3.20 Antennas Restrictions.** No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free standing antennas of any style be permitted. All radio or television aerial wires or antennas must be built within the main structure and must not be visible from outside of such structure. No satellite dish shall be permitted over 24" in diameter.

**3.21 Solar Panels.** No solar panels shall be permitted on the roof of any structure constructed on any Lot.

**3.22 Temporary Structures and Vehicles.** No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location, except for a sale, pre-sale or construction trailer; provided, however, that ancillary storage buildings may be allowed at the sole discretion and approval of the Architectural Control Committee. In no event will ancillary storage buildings be allowed without the prior written consent of the Architectural Control Committee. Declarant reserves the exclusive right to erect, place and maintain, such facilities in and upon the property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Properties. Such facilities may include, but are not necessarily limited to, a temporary sales or construction office or model home during the period of and in connection with the construction and sales operations on the Properties, but in no event shall the Declarant have such right for a period in excess of that permitted by the City of Southlake, Texas. Any truck, bus, boat, boat trailer, trailer, mobile home, camp mobile, camper or any vehicle other than a conventional automobile shall, if brought within the Properties, must be stored, placed, or parked within the garage of the appropriate Owner, or be screened from view by privacy fencing as described in item 3.16, and not to exceed a height of 8 feet.

**3.23 Parking.** On-street parking is restricted to approved deliveries, pick-up or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors. Parking in driveways behind the front building setback line is permitted.

**3.24 Signs.** No signs or flags shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots. Holiday or patriotic flags may be displayed by the Declarant or Owners. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Southlake, Texas, as such standards may be applicable to the Properties.

**3.25 Removal of Dirt.** The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. Any dirt removed from a Lot shall be deposited in a location outside the subdivision. Minimum finished floor elevations established on the Plat shall be maintained.

**3.26 Drilling and Mining Operations.** No oil drilling, or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**3.27 Offensive Activities.** No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except dogs, cats or other household pets [not to exceed three (3) adult animals] may be kept, provided that they are not kept, bred or maintained for commercial purposes.

**3.28 Swimming.** No wading or swimming shall be allowed in any water feature or drainage way situated within the Properties.

**3.29 Duty of Maintenance.**

(a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements grounds or drainage easements or other rights-of-way appurtenant thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all Litter, trash, refuse and waste;
- (ii) Lawn mowing on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas;
- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds and attractive;
- (vii) Keeping parking areas, driveways, curbs and roads in good repair;
- (viii) Complying with all government health and police requirements;
- (ix) Repair of exterior damages to improvements;

(x) Cleaning of landscaped areas lying between streets and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities; and

- (xi) Repainting of improvements.

**3.30 Tennis Courts.** No tennis courts or batting cages shall be erected, placed or altered on any Lot without the prior approval of the Architectural Control Committee.

**3.31 Building Permits.** No Owner shall commence construction of any improvements on the Lot owned by such Owner until the plans and specifications for the improvements to be constructed have been approved by the Architectural Control Committee in accordance with this Declaration and the Owner has obtained a building permit from the appropriate governmental authorities allowing the construction of such improvements.

**3.32 Common Areas.**

(a) The common areas are identified and described in Exhibit B and include the 20' private emergency driveway and utility easement, a 10' public pedestrian access easement and a 15' public access easement.

(b) All Common Areas within the land are hereby restricted as follows: No light fixtures, athletic fields, athletic scoring posts, or any other structures, improvements or amenities shall be installed, constructed or placed upon the Common Areas; save and except for the sprinkler systems and landscaping located upon such Common Areas as of the date hereof.

(c) It shall be the responsibility of the Homeowners Association to maintain the sprinkler system, landscaping, fencing, columns and the 20' private emergency driveway located within the common area.

#### **ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE**

##### **4.01 Architectural Control Committee.**

(a) Until at least ninety percent (90%) of the Lots have completed residences constructed thereon and shall be occupied by the Owners thereof, the Architectural Control Committee, shall be composed of three (3) or more individuals selected and appointed by the Declarant. At such time as at least ninety percent (90%) of the Lots have completed residences constructed thereon and shall be occupied by the Owners thereof, the Architectural Control Committee shall be composed of such individuals selected by a vote of the Members taken in accordance with Section 7.03 hereof. The Architectural Control Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Properties. The Architectural Control Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

(b) A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, nor their designated representative, shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes or action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken or inaction in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder. At any time the Declarant may delegate and assign to the Owners all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same in the Office of the County Clerk of Tarrant County, Texas.

(c) At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Architectural Control committee, to withdraw or add powers and duties from or to the Architectural Control Committee, or to restore the powers and duties of the Architectural Control Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same in the Office of the county clerk of Tarrant County, Texas.

##### **4.02 Architectural Approval.**

(a) No building, structure, fence, wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefore have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines; topography; finished grades elevation; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage arrangement, (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping, (iii) quality of workmanship and materials; adequacy of the site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. The committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces. As long as Declarant holds title to any of the Lots, the Committee shall also approve, in writing, the individual or entity that will construct the single-family residence on any such Lot.

(b) Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable

statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted, then Committee approval shall be presumed.

(c) The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one residential dwelling which would overlook the enclosed patio area of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The committee may, from time to time, publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Such bulletins shall supplement these Covenants and Restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these Covenants and Restrictions.

It is the intent of Declarant that these Covenants and Restrictions and any bulletins issued by the Committee promote harmonious design throughout the Properties. However, approval of the plans and specifications by the Committee and compliance with the bulletins issued by the Committee does not insure compliance with the building code and other restrictions imposed by the applicable governmental authorities nor does it insure backyard privacy.

**4.03 Nonconforming and Unapproved Improvements.** The Declarant may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Declarant may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

**4.04 No Liability.** Neither Declarant, the Committee, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Committee, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee, nor the Declarant assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications.

## **ARTICLE V EASEMENTS**

**5.01 General.** The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities or any portion thereof lie in or upon Lots owned by any party other than the Owner of a Lot served by

said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within or upon which said connections, line or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.

(b) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines or facilities shall be entitled to the full use and enjoyment of such portions of said connections, lines or facilities which service such Owner's Lot.

**5.02 Reservation of Easements.** Easements over the Lots and Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Declarant together with the right to grant and transfer same.

**5.03 Surface Areas of Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric, storm sewer, sanitary sewer, water, natural gas and telephone service shall be available to all Lots in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the Underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used as alleyways.

**5.04 Emergency and Service Vehicles.** An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Properties, including but not limited to private drives, in the performance of their duties.

**5.05 Universal Easement.** The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of the Declarant and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

#### **ARTICLE VI GENERAL PROVISIONS**

**6.01 Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant and/or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the Office of the County Clerk of Tarrant County, Texas, after which time these Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of eighty percent (80%) of the Lots in the Properties has been recorded in the Office of the County Clerk of Tarrant County, Texas, agreeing to abolish or terminate these Covenants and Restrictions, provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

**6.02 Amendments.** This Declaration may be amended, modified and/or changed as follows:

(a) during the time Declarant holds title to 50% of more of the Lots, the Declarant may amend or change this Declaration in any manner deemed necessary or appropriate by the Declarant;

(b) during the time Declarant holds title to less than 50% of the Lots, the Declarant may amend or change this Declaration with the consent of at least 50% of Owners other than Declarant then owning Lots;

(c) in all other situations, this Declaration may be amended or changed upon the express written consent of at least seventy percent (70%) of the Owners of the Lots.

Any and all amendments to this Declaration shall be recorded in the Office of the County Clerk of Tarrant County, Texas. The Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

**6.03 Enforcement.** Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages or to enforce any lien created by these Covenants and Restrictions; and failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**6.04 Severability.** Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no wise affect any other provision of this Declaration or the remainder of these Covenants and Restriction which shall remain in full force and effect.

**6.05 Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**6.06 Notices to Owners.** Any notice required to be given to any Owner under the provisions of this 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 at the time of such mailing.

**6.07 Termination of and Responsibility of Declarant.** If Declarant shall convey all of its right, title and interest in and to the Properties and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

## **ARTICLE VII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**7.01 Membership.** Every Owner of a Lot shall automatically 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 this Declaration.

**7.02 Voting.**

(a) Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and 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 such Lot.

(b) Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the tenth (10<sup>th</sup>) anniversary of the date this Declaration was recorded in the Office of the County Clerk for Tarrant County, Texas whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

(c) Owners of exempt properties, such as all properties dedicated and accepted by the local public



authority and devoted to public use, shall be Members but shall not have voting rights.

#### **7.03 Quorum, Notice and Voting Requirements.**

(a) Subject to the Provisions of Paragraph (c), of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy at a meeting duly called, written notice of which shall be given to all Members not less than ten (10) days nor more than fifty (50) days in advance.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be the presence at the initial meeting of Members entitled to cast or of proxies entitled to cast, a majority of the votes of all Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Bylaws or this Declaration. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements herein set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing approving of the action to be taken, shall be signed by all Members.

(d) Except as otherwise specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and bylaws, as same may be amended from time to time.

(e) During the period of time that the Association is unincorporated, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meetings (if any) of the Members; provided, however, that prior to incorporation, without the written approval of the Declarant, no Member (other than Declarant) shall have a right to vote on any matter, or to call any meetings of the Members of the Association. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

### **ARTICLE VIII COVENANTS AND ASSESSMENTS**

**8.01 Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned by it, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges (as specified in Section 8.04 hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 8.05 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) individual special assessments levied against one or more Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of such Owner or Owners, his tenants (if applicable) and their respective family, agents, guests and invitees, and not caused by ordinary wear and tear (as specified in Section 8.05 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 8.01 (hereinafter, the "Assessment" of the Assessments", together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the assessment becomes due. Further, no Owner

may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. Existing obligations of an Owner to pay assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or in action at law subsequent to the date the Assessment was due; provided, however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

**8.02 Purpose of Assessments.** The Assessments levied by the Association shall be used for (i) the purpose of promoting the recreation, comfort, health, safety and welfare of the Members and/or the residents of the Properties; (ii) maintaining the Common Properties; (iii) enhancing the quality of life in the Properties and the value of the Properties; (iv) improving and maintaining the common Properties, the properties, services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes on the Common Properties and insurance in connection therewith and the repair, replacement and additions thereto; (v) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (vi) carrying out the powers and duties of the board of Directors of the Association as set forth in this Declaration and the Bylaws of the Association; (vii) carrying out the powers and duties relating to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association, (ix) enforcing this Declaration and paying legal fees and other costs associated with enforcement of this Declaration.

**8.03 Improvement and Maintenance of the Common Properties Prior to Assessments.** Initially, the improvement of the Common Properties shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association. After the initial improvements to the Common Properties are substantially completed and until the date of the Assessments formally commence, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with right of reimbursement once Assessments begin) of maintaining the common Properties, including, but not limited to, the payment of taxes on and insurance in connection with the common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties.

**8.04 Annual Maintenance Assessments.**

(a) The Board of Directors shall determine the amount of the annual maintenance assessments for each year, which assessment may include a reserve fund for working capital and for maintenance, repairs and replacements of the common Properties.

(b) Subject to the provisions of Section 8.04(c) hereof, the rate of annual maintenance assessments may be increased by the board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.

(c) An increase in the rate of the annual maintenance assessments as authorized by Section 8.04(b) hereof in excess of ten percent of the preceding year's annual maintenance assessments must be approved by the Members in accordance with Section 7.03 hereof.

(d) Annual maintenance assessments shall be paid annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual maintenance assessments to be paid by each Member and (iii) establish the date of commencement of the annual maintenance assessments. Written notice of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the

Board of Directors.

**8.05 Special Care Assessments and Special Individual Assessments.**

(a) In addition to the annual maintenance assessments authorized in Section 8.04 hereof, the Board of Directors of the Association may levy in any calendar assessment year a special capital assessment for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Properties or Common Properties, including the necessary fixtures and personal property related thereto (ii) maintaining portions of the Common Properties and improvements thereon, or (iii) carrying out other purposes of the Association; provided, however, that any such special capital assessment levied by the Association shall have the approval of the Members in accordance with Section 7.03 hereof. Any special capital assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association may only be used for the purposes set forth in this Section 8.05 and shall be deposited by the Board of Directors in a separate bank account to be held in trust for such purpose. These funds shall not be commingled with any other funds of the Association.

(b) The Board of Directors of the Association may levy special individual assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Properties or Common Properties and improvements thereto occasioned by the willful or negligent acts of such owner or Owners and not ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners relative to such Owner's failures to comply with the terms and provisions of this Declaration the Bylaws of the Association or any rules or regulation promulgated hereunder. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 8.05 shall belong to and remain with the Association.

**8.06 Date of Commencement of Assessments; Due Dates; No Offsets.** The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement and, except as hereinafter provided, shall be payable annually, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 8.04 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. All assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

**8.07 Duties of the Board of Directors with Respect to Assessments.**

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of all assessments shall be delivered or mailed to every Owner subject thereto. Such notice shall be sent to each owner at the last address provided by each Owner, in writing, to the Association.

(c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

**8.08 Non-Payment of Assessment.**

(a) Delinquency. Any assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such

Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 5.09(a) hereof and the cost of collection thereof, including reasonable attorney's fees, become a continuing lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such assessment or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Tarrant County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment.

- (i) the interest provided in this Section,
- (ii) the costs of preparing and filing the complaint in such action,
- (iii) the reasonable attorneys' fees incurred in connection with such action, and
- (iv) any other costs of collection;

Further, in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment in accordance with this Declaration and/or the Bylaws.

(d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties, shall report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

**8.09 Subordination of the Lien to Mortgages.** The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter recorded against any Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the 11<sup>th</sup> day of May, 2006.

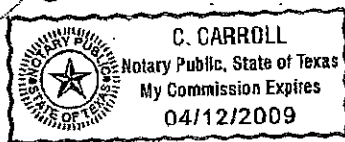
SAVANNAH COURT PARTNERSHIP (DECLARANT)

By: \_\_\_\_\_

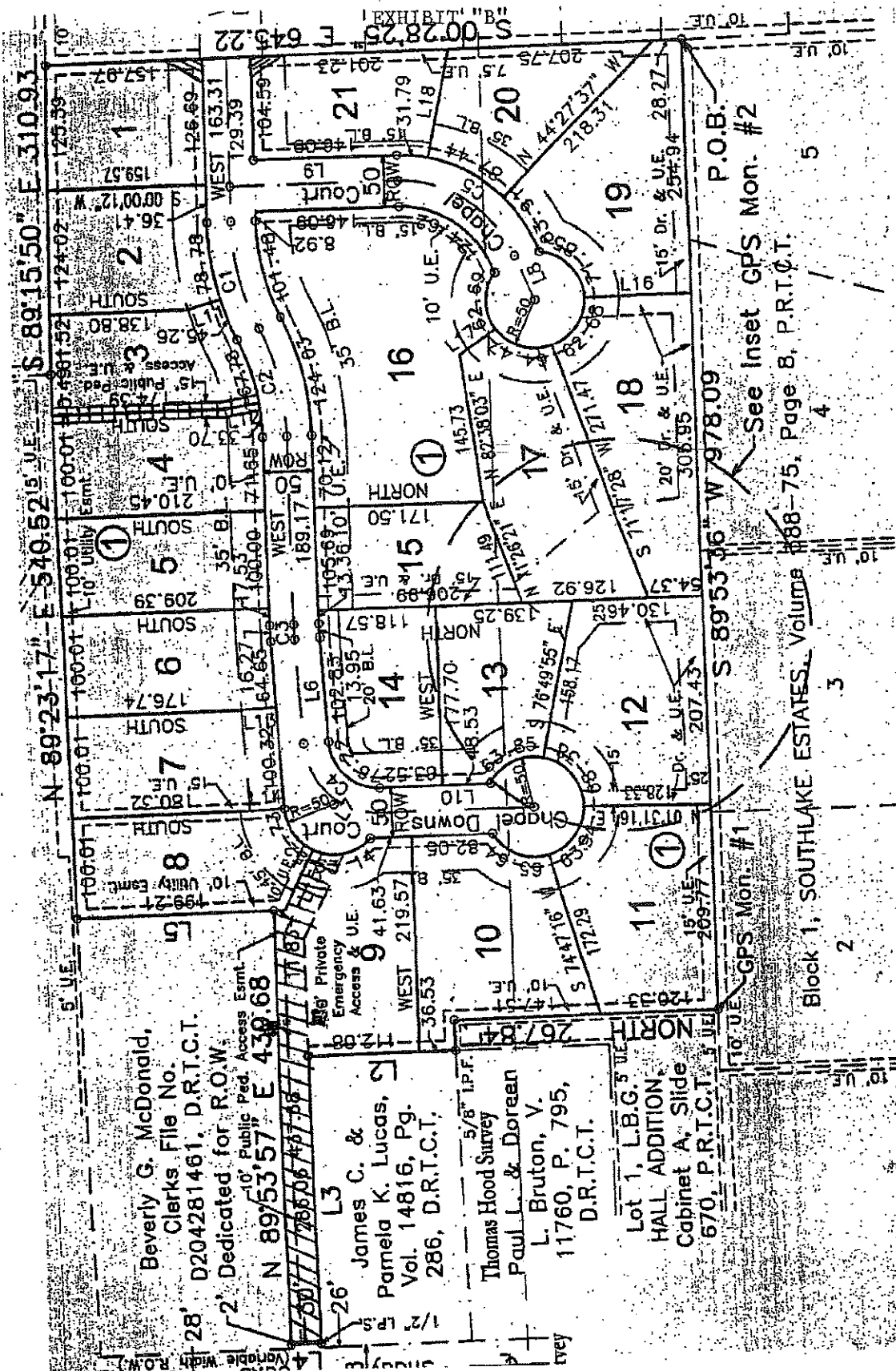
Its: Managing Partner

Acknowledged before me, a Notary Public, this 11 day of May, 2006, by  
Kosse Markus of Savannah Court Partnership, on behalf of said corporation.

\_\_\_\_\_, Notary Public, State of Texas



[illegible]



Electronically Recorded  
Official Public Records

Tarrant County Texas  
2006 May 12 08:30 AM

D206142978

*Suzanne Henderson*

Suzanne Henderson

Fee: \$ 80.00  
Submitter: LANDATA

STNT/06903132/CC/224

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE SANDLIN MANOR ADDITION

THE STATE OF TEXAS  
COUNTY OF TARRANT

THIS DECLARATION (herein so called) is made this 11th day of MAY, 2006, by SAVANNAH COURT PARTNERSHIP (herein referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article II hereof and described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to create thereon a residential community including, but not limited to, residential lots, open spaces, landscaping, sprinkler system, streets, common lighting, fencing, drives, screening walls, and other common improvements for the benefit of the community; and

WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping, sprinkler systems, streets, common lighting, fencing, drives, screening walls, and any and all other common improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof,

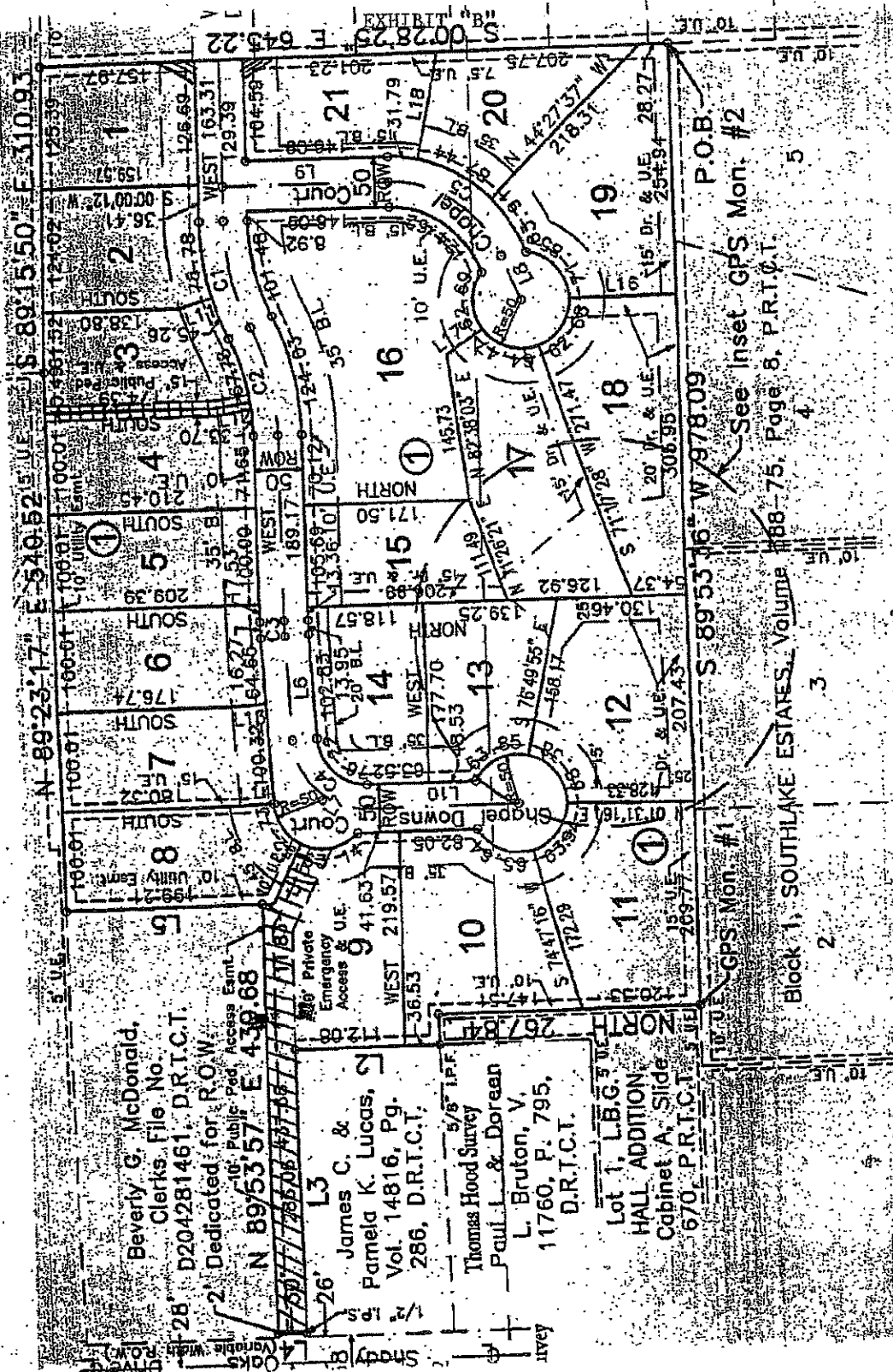
NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied only as expressly subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (Unless the context shall otherwise prohibit) shall have the following meanings:

- (a) "Architectural Control Committee" or "Committee" shall mean and refer to the architectural control committee described in Article IV hereof.
- (b) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling.
- (c) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
- (d) "Properties" shall mean and refer to the properties subject to this Declaration as described on Exhibit "A" attached hereto.





Beverly G. McDonald,  
Clerks File No.

D204281461, D.R.I.C.T.

2. Dedicated for R.O.W.

N 89°53'57\"/>

James C. &  
Pamela K. Lucas, S

Vol. 14816, Pg.

286, D.R.I.C.T.

Thomas Hood Survey

Paul L. & Doreen

L. Bruton, V.

11760, P. 795,

D.R.I.C.T.

Lot 1, L.B.G.

HALL ADDITION

Cabinet A, Slide

670, P.R.I.C.T.

See Inset GPS Mon. #2

Block 1, Southlake Estates, Volume 88-75, Page 8, P.R.I.C.T.

GPS Mon. #1

P.O.B.

5

4

3

2

1

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Current 12-14

**BYLAWS**  
**OF**  
**SANDLIN MANOR HOA**  
**A TEXAS NON-PROFIT CORPORATION**

**July 22, 2013**

The name of the association is SANDLIN MANOR HOA (the "Association"). The principal office of the Association shall initially be located at 101 Clariden Ranch Road, Southlake, Texas 76092 (the location may be changed from time to time, as determined by the Board of Directors).

**ARTICLE I**

**PURPOSE AND PARTIES**

**Section 1.01. Purpose** The purpose for which the Association is formed is to operate, manage, maintain and administer the affairs of a single family residential subdivision known as "SANDLIN MANOR" located in the City of Southlake, Tarrant County, Texas (sometimes hereinafter referred to as the "Property"), pursuant to that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in the Real Property Records of Tarrant County, Texas, said Declaration and all amendments, modifications, supplements, and restatements thereof being incorporated herein by reference and made a part hereof for all purposes.

**Section 1.02. Parties** All present or future Owners, tenants, future tenants of any Lot, or any other person who might use in any manner the facilities of the Property are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of a Lot will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

**ARTICLE II**

**DEFINITIONS**

The definitions contained in the Declaration are incorporated herein by reference and made a part hereof for all purposes.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

#### IN THE ASSOCIATION

**Section 3.01. Membership** Each and every Owner shall automatically be and must remain a Member of the Association in good standing, subject to the terms of the Declaration, Articles of Incorporation, Bylaws of the Association and the Association rules.

**Section 3.02. Transfer** Membership of an Owner in the Association may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of said Owner's interest in all or any part of any Lot and then only to the purchaser or assignee as the new Owner thereof. Such membership shall not be severed by the encumbrance by an Owner of all or any part of the Property. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect. Any transfer of the fee title to a lot, tract or parcel of real estate out of or a part of the Property shall automatically operate to transfer the membership to the new Owner thereof. In the event an Owner should fail or refuse to transfer the membership in the Association registered in such Owner's name to the transferee of such Owner's interest in all or any part of any Lot, the Association shall have the right to record the transfer upon the books and records of the Association.

**Section 3.03. Membership and Assessments** Each Member of the Association shall be required to pay assessments in accordance with the Declaration.

**Section 3.04. Class of Voting Membership and Voting Rights** The Association, after completion of the subdivision, shall have one class of voting membership and voting rights as set forth in the Declaration.

**Section 3.05. Suspension of Voting Rights** The voting rights of any Member may be suspended by the Board of Directors of the Association for any period during which any Assessment remains past due.

**Section 3.06. Multiple Owner Votes** Votes hereunder may not be cast on a fractional basis between multiple Owners. Only one vote may be cast per lot.

## ARTICLE IV

### MEETINGS OF MEMBERS

**Section 4.01. Annual Meetings** The first annual meeting of the Members shall be held in the first September after 50% of the homes are occupied. Subsequent annual meetings of the Members shall be held each year thereafter on a date chosen by the Board of Directors.

**Section 4.02. Special Meetings** Special meetings of the Members may be called at any time by a majority of a quorum of the Board of Directors or upon receipt by the Board of a written request for a special meeting signed by Members representing at least sixty percent (60%) of the outstanding votes of the Association.

**Section 4.03. Notice** Written notice of all meetings stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called shall be delivered in accordance with Section 9.06 of the Declaration. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address that appears in the records of the Association, with postage thereon prepaid.

**Section 4.04. Quorum** The presence of Members, or Members represented by proxy, holding 50% of the votes of membership required under the Declaration shall constitute a quorum at a meeting of Members for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If a quorum is not present or represented, a majority in interest of the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid is present or represented. At such adjourned meeting any business may be transacted which might have been transacted at the initial meeting. The vote of the Members holding a majority of the votes represented at a meeting at which a quorum is present shall be required for any action taken unless the vote of a greater number is required by law, the Articles of Incorporation, the Declaration, or these Bylaws.

**Section 4.05. Proxies** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary at or before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of such Member.

**Section 4.06. Action Without Meeting By Written Ballot** Any action which may be taken by the vote of the Members at a regular or special meeting, may be taken without a meeting. Approval without a meeting shall be valid if the number of votes cast, obtained in writing, equals or exceeds the number that would be required if the action was taken at a meeting where all of the Members were present.

## ARTICLE V

### BOARD OF DIRECTORS

**Section 5.01. Number** The affairs of the Association shall be managed by a Board of at least three (3) directors, but not more than nine (9), all of whom must be Owners or representatives of Owners (where such Owner is not an individual person) except for the first directors.

**Section 5.02. Term of Office** Each member of the board may hold the position indefinitely as long as they are not removed by 67% of existing members or elect to step down. Every December at the yearly meeting, a vote will be taken to decide if any of the positions will be changed.

**Section 5.03. Removal** An individual director may be removed prior to the expiration of his term of office upon the vote of Members holding at least 67% of the outstanding votes of the Association.

**Section 5.04. Vacancies** Vacancies on the Board shall be filled subject to the following provisions:

(a) **Vacancies by Death or Resignation** In the event of the death or resignation of a director, a successor director shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of such director.

(b) **Vacancies by Removal** Vacancies created by the removal of a director shall be filled only by the vote or written assent of Members holding 51% of the outstanding notes of the Association.

**Section 5.05. Indemnification of Officers and Directors** Each Director and Officer shall be indemnified by the Association and the Members against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her by judgment or settlement in connection with any proceeding to which he or she may be a party, or may become involved, by reason of being or having been a Director or Officer of the Association, except in cases of fraud, gross negligence or bad faith of the Director or Officer in the performance of duties.

**Section 5.06. Nomination** Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board not less than thirty days prior to each annual meeting of the Members, to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among Members.

**Section 5.07. No Compensation** No Director shall receive compensation for any service that Director may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

**Section 5.08. Regular Meetings** Regular meetings of the Board shall be held at least semi-annually at such place within the Property, and at such hour as may be fixed from time to time by resolution of the Board. Notice of the time, day, agenda and place of meeting shall be delivered either personally, by mail, by telephone, telegraph or e-mail to the Board members not less than four days prior to the meeting. However, notice of a meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting.

**Section 5.09. Special Meetings** Special meetings of the Board shall be held when called by written notice signed by the President of the Association, or by any two Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all Directors by mail not less than 72 hours prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. An officer of the Association shall make reasonable efforts to notify all directors of the meeting by telephone.

**Section 5.10. Quorum** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 5.11. Action Without Meeting** Any action which may be taken by the vote of the Board of Directors, may be taken without a meeting. Approval without a meeting shall be valid if a consent is obtained by the number of Directors, in writing, that equals or exceeds the number of votes that would be required to authorize the action if a meeting were held at which all of the Directors were present.

**Section 5.12. Powers and Duties** The Board of Directors shall have the powers and duties enumerated in the Declaration.

**Section 5.13. Disciplinary Procedure** The Association may impose monetary penalties, temporarily suspend an Owner's rights as a Member of the Association, or impose other appropriate discipline for failure to comply with the governing instruments, provided that any imposition of fines, discipline or suspensions of rights is done according to the following procedure. The Association shall give the accused Member a 20 days written notice of the action to be taken, stating the reasons therefore, and an opportunity to be heard by the Board with respect to the alleged violation. The notice shall be given personally to such Member or sent by registered mail to the last address of such Member as shown on the records of the Association. The opportunity to be heard may, at the election of such Member, be oral or in writing. If the Member desires to be heard orally, then the Board will designate a committee composed of not less than two of the three Board Members to meet with the Member. The Board shall have exclusive power and authority to reaffirm, alter, or decide that the proposed disciplinary action not be imposed.

## ARTICLE VI

### OFFICERS AND THEIR DUTIES

**Section 6.01. Enumeration of Officers** The officers of the Association shall be as follows:

- (a) President, who shall at all times be a member of the Board;
- (b) Vice-President, who may be a member of the Board;
- (c) Secretary, who may be a member of the Board;
- (d) Treasurer, who may be a member of the Board;
- (e) Such other officers as the Board may from time to time by resolution create, who may or may not be members of the Board.

**Section 6.02. Election of Officers** The election of officers shall take place annually at the meeting of the Board following each annual meeting of the Members.

**Section 6.03. Term** The officers of the Association shall hold office for two years unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 6.04. Special Appointments** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

**Section 6.05. Resignation and Removal** Any officer may be removed from office by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.06. Vacancies** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

**Section 6.07. Multiple Offices** The offices of the Association may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to the section on "Special Appointments" in this Article.

**Section 6.08. Duties** The duties of the officers are as follows:

(a) **President** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, leases, mortgages, deeds and other written instruments and shall be designated as one of the officers authorized to co-sign all checks and promissory notes.

(b) **Vice President** The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) **Secretary** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall be designated as one of the officers authorized to co-sign all checks and promissory notes of the Association; shall keep proper books of account.

## ARTICLE VII

### FINANCIAL REPORTS

**Section 7.01.** The following financial statements for the Association shall be prepared and distributed at a regular or special meeting of the Members and also to each Member requesting the same in writing.

(a) **Budget** A pro forma operating statement (budget) for each fiscal year shall be distributed to each Member before the beginning of the fiscal year and shall include projected expenses for the Association.

(b) **Annual Report** An annual report consisting of the following shall be distributed within 60 days after the close of the fiscal year:

- (i) A balance sheet as of the end of the fiscal year;
- (ii) An operating or income statement for the fiscal year; and
- (iii) A statement of any changes in financial position for the fiscal year.

## ARTICLE VIII

### BOOKS AND RECORDS

**Section 8.01. Inspection by Members** The membership register, books of account and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member of the Association, or by the Member's appointed representative, at any reasonable time and for a purpose reasonably related to the Member's interest, at the office of the Association or at such other place within the Property as the Board shall prescribe.

**Section 8.02. Rules for Inspection** The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made; or
- (c) Payment of the cost of reproducing copies of documents requested by a Member.

**Section 8.03. Inspection by Directors** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned by the Residential Association. The rights of inspection by a Director include the right to make extra copies of documents.



## ARTICLE IX

### AMENDMENTS

**Section 9.01. Amendment of Bylaws or the Articles of Incorporation** Any provision of these Bylaws or the Articles of Incorporation may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent of the Members holding 51% of the outstanding votes of the Association, unless otherwise specified in the Declaration, Bylaws or Articles.

## ARTICLE X


### MISCELLANEOUS

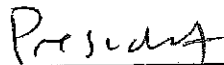
**Section 10.01. Fiscal Year** The fiscal year of the Association shall be from time to time determined by the Board of Directors of the Association.

**Section 10.02. Interpretation** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. An interpretation by the Board of Directors shall be final and binding.

### CERTIFICATION

I, the undersigned duly acting Director of SANDLIN MANOR HOME OWNERS ASSOCIATION, INC., a non-profit corporation, do hereby certify that the foregoing Bylaws were adopted as the Bylaws of the corporation as of 7/22/2017, and that they now constitute the Bylaws of the corporation.

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
President




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Glenda Petkus State Farm 1101 E. St. Hwy. 114, Ste. 108 Southlake, TX 76092 	<b>CONTACT NAME:</b> Scarlett Long		
	<b>PHONE (A/C, No, Ext):</b> 817-481-3911	<b>FAX (A/C, No):</b> 817-796-2793	
	<b>E-MAIL ADDRESS:</b> scarlett@glendapetkus.com		
	<b>PRODUCER CUSTOMER ID #:</b>		
<b>INSURED</b> Sandlin Manor 416 W Chapel Downs Southlake, TX 76092	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> State Farm Lloyds		43419
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			93-CD-G631-6	08/12/2013	08/12/2021	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> ANY AUTO						Directors & Officers \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Sandlin Manor Homeowners Association, Southlake, TX 76092

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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