

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
SPRING RANCH

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (The "Declaration") is made by **FM 2331 DEVELOPMENT, LLC** (The "Declarant")

WHEREAS, Developer is the owner of the real property in Johnson County, Texas, described in Article II Section I of this Declaration and desires to create thereof a planned community with open spaces and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community for the management and maintenance of said open spaces and other common facilities, and to this end desires to subject the real property described in Article II Section I, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the power s of maintaining and administering the community properties and facilities and administering and enforcing the covenants, restrictions, and conditions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused or will cause to be incorporated under the laws of the State of Texas, a non-profit corporation, HOA of Spring Ranch Inc. (or such other similar name as may be authorized by the State of Texas), a Texas non-profit corporation, for the purposes of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, Section I, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, conditions, easements, charges, and liens (sometimes referred herein as "restrictions, covenants, and conditions") hereinafter set forth.

ARTICLE I
Definitions

Section 1. The following words, when used in this Declaration or any supplemental Declaration (unless otherwise indicated) shall have the following meanings:

- a. "Association" shall mean and refer to Spring Ranch, Inc., its successors and assigns.

b. "The Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association.

c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association.

d. "Lot" shall mean and refer to any plot of land shown upon and recorded subdivision plat of the Properties with the exception of the Common Properties as herein defined, and any other Lot made subject to this Declaration pursuant to Section 2 of Article II, below.

e. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence b a single family.

f. "Owner" shall mean and refer to the record owner, whether on or more person or entities, of the fee simple title to any Lot or Living Unit which is a part of The Properties, including those which may be subject hereto pursuant to Section 2 of Article II, below, and including the purchaser under contract from Developer, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

g. "Member" shall mean and refer to every person or entity that holds membership in the Association.

h. "Developer" shall mean and refer to FM 2331 Development, LLC, its heirs, successors and assigns.

Article II Properties Subject to This Declaration; Additions Thereto

Section 1. Existing Property - The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Johnson County, Texas, and is more particularly described in the attached Exhibit A.

Section 2. Additional Property - Additional properties may become subject to this Declaration in any of the following manners:

(a) Developer may, without the consent of any Owner or any other person, from time to time and at any time add or annex additional real property to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property, provided, however, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional property.

(b) In the event any person or entity other than the Developer desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of a least seventy five percent (75%) of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2, when made, shall automatically extend the jurisdictions, functions, duties and membership of the Association to the properties added, shall extend to the Owners of the Lots within such other properties the rights and privileges of Owners and membership in the Association and provided hereunder, and shall extend the plan of this Declaration to all properties covered by this Declaration and the Supplemental Declaration, and any reference to "Existing Property" or "Existing Properties" or the "The Properties" in this Declaration shall thereafter include such additional real property.

Article III Association, Organization, and Management

Section 1. Board of Directors. The Board of Directors of the Association shall consist of not less than three (3) or more than five (5) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

Section 2. Classes of Members. The Association shall have two classes of voting membership:

(a) Each owner of a residence with exception to the Developer, shall be Class A Member and shall be entitled to one (1) Class A vote per lot. Where such owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised by such individual person as shall be designated in proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association.

(b) The Developer shall be the sole Class B member and shall be entitled to ONE (1) for each Lot or Residence owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B Membership shall cease and be converted to Class A Membership at such time as the Developer no longer retains the right to appoint and remove members of the Board and officers of the Association pursuant to Section 3 below.

Section 3. Control by Developer.

(a) Notwithstanding any other language or provision to contrary in the Declaration, the Certificate of Formation, or in the bylaws of Association, Declaring hereby retains the right to appoint and remove any member of the Board of Association and any officer, or officers of the Association until 30 days after the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of the Declaration, (ii) the date upon which all the Lots intended to be part of the Development have been conveyed by the Developer to Owners other than a person or persons constituting the Developer; or (iii) the surrender by Developer of the authority to appoint and removed directors and officers by an express amendment to this Declaration executed and recorded by Developer.

(b) Upon the expiration of the period of the Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of the Section, such right shall automatically pass to the Owners, including Developer, if Developer then owns one or more Lots, and a special election as dictated by the Bylaws of Associations shall be called at such time. This special election shall serve as the election process for a new Board of Directors which shall undertake the responsibility of the Board and Developer shall deliver any applicable Association documents and records that it may have kept on behalf of the Association.

Section 4. Other Membership Provisions. Each owner of a Lot shall be a member of the Association, and such membership shall continue so long as such person or entity continues to be an Owner. The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as a part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association. Each Owner shall comply with all rules and regulations as established by the Association from time to time.

Section 5. Rights and Powers of the Association. The Association shall have the duty to maintain, insure, and pay all taxes and assessments on (or reimburse Developer for the same) all common areas on the Land and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of the Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

(a) The power to promote the health, safety, and welfare of the Owners of the Lots.

(b) The power to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and Bylaws of the Association.

(c) The power to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and to pay all expenses, and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Properties of the Association.

(d) The power to acquire (by gift, purchases, otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, to dedicate for public use, or otherwise to dispose of real personal property in connection with the affairs of the Association.

(e) The power to borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred.

(f) The power to keep accounting records with respect to all activities and operation of the Association.

(g) The power to contract with and employ other for maintenance and repair. The power to adapt rules and regulations concerning the operation of the Association.

(h) The power to appoint a management company to operate the Association.

(i) The power to have and to exercise any and all powers, rights, and privileges that corporation organized under the Texas Non- Profit Corporation Act by law may now or at a later time have or exercise.

(j) The power to act in the capacity of principal, agent, joint venture, partner, or otherwise.

Section 6. Enforcement of Declaration. The Association, through the Board of Directors, shall have the right enforce the Declaration, except and to the extent that the right to enforce certain provisions hereof has been granted to the Architectural Control Committee, whether expressly or by implication. If the Board of Directors shall fall or refuse to enforce this Declaration for an unreasonable period of time, after written request to do so, then any aggrieved Owner may enforce this Declaration on his own behalf by appropriate action, whether in law or in equity.

Article IV Property Rights in Common Properties

Section 1. Members' Easements of Enjoyment. Subject to these terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the Bylaws of the Association, his right and easement of enjoyment to member of his family, his guests, his tenants, or contract purchasers who reside on the Properties.

Section 2. Title to Common Properties. Developer shall retain the legal title or easements to the Common Properties until such time as development construction has been completed thereon.

Section 3. Decorative Fencing. In addition to the other common areas defined herein, the Common Properties shall include decorative fencing around a portion of the perimeter of the Properties and a portion of the Common Property. The design and materials of construction and/or repair of the said decorative fence shall be approved by the Architectural Control Committee.

Article V Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot or Living Unit owned by him within the Properties, hereby covenants, and each Owner of any Lot or Living Unity by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments of charges, (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to

time as hereinafter provided. Such annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the such property at the time when the assessment fell due. Separate annual or special assessments shall be made upon each Lot or Living Unit whether or not there is more than one Living Unit per Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the Residents of the Development, including, but not limited to, security, the acquisition, construction, improvement, maintenance, insuring, and equipping of Common Properties, maintenance of private driveways or other improvements or landscaping which are designated by Developer to be maintenance obligations of the Association, the enforcement of the restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association including, without limitation, any ad valorem real and personal property taxes on any real and personal property owned by the Association, and the payment of all principal and interest when due on all debts owed by the Association.

Section 3. Basis and Maximum of Annual Assessments. Annual Assessments shall begin on the first day of the month following the initial conveyance of any Lot by the Developer, and annual assessment for the Owner of each Lot or Living Unit shall be determined at an annual rate.

The Board of Directors of The Association, may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assignment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51 percent (51%) of the votes of each Member who has voted in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

Section 5. (Reserved for Future Use)

Section 6. Quorum for any Action under Sections 4 and 5. The Quorum for any action authorized by Sections 4 and 5 shall be as follows.

a. At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty percent (51%) of all the votes of the membership shall constitute a quorum.

b. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the

required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Due Date of Assessments. The annual assessments provided for herein shall become due and payable on the 1st day of January after the commencement day herein above set out and the due date of any special assessment under Article V Section 4 hereof shall be fixed in the resolution authorizing such assessment.

The Board of directors may, at its option, change the annual assessments to semi-annual, quarterly, or monthly assessment and determine the due date thereof.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of the Properties and assessments applicable therefore which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate and such certificate shall be conclusively evidence of payments of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment: Personal Obligations of Owner; Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the property which shall bind such property in the hands of then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of his property.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding

in lieu of foreclosure. Such sale or transfer shall no relieve such property from liability for any assessments thereafter becoming due nor form the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Properties as defined in Article 1, Section 1, hereof.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI Architectural Control

Section 1. The Developer hereby appoints and Architectural Control Committee (herein so called) which shall consist of three (3) members, who shall be appointed by the Developer. All matters before the Architectural Control Committee shall be decided by majority vote of its members. After the Developer conveys the last Lot owned by the Developer, the Association shall assume all of the rights and powers of the Architectural Control Committee and shall exercise same, through the Board of Directors, in the manner herein provided. In the event of the death, incapacity or resignation of a member of the Architectural Control Committee, the successor for such member shall appointed by the majority of the remaining members of the Architectural Control Committee if the such death, incapacity or resignation occurs on or before the Developer conveys the last Lot owned by the Developer, and by the Association if such death, incapacity or resignation occurs thereafter.

Section 2. All building plans must be submitted to the Architectural Control Committee for approval before construction begins. No building, fences, wall sign exterior light, or other structure or other apparatus, either permanent or temporary shall be commenced, erected, placed, or maintained upon the existing property (or any Lot constituting a part thereof), nor shall any remodeling or reconstruction thereof, exterior addition thereto, change therein, or alteration, excavation, subdivision or re-subdivision thereof, including without limitation changes in or specifications showing the nature, kind, shape, height, materials, color, and location and other material attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, and shall include a plot plan showing the location of the improvements, the plan for drainage and the construction plans giving the dimension of all improvements and shall specify in addition to construction diagrams and specifications, all materials to be used and color schemes for all Improvements. The Architectural Control Committee will be deemed to have been given, and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have the right, all in the sole discretion of the Architectural Control Committee, to disapprove any plans and specifications submitted to it for any of the following reasons:

a. If such plans and specifications are not in accordance with any of the provisions of these covenants or the codes, ordinances and regulations of Johnson County, Texas;

b. If the external design, elevation, appearance, location or color scheme for the proposed improvements and not in harmony with the general surrounding of the existing property or with the adjacent dwellings or structures or with the topography;

c. If the plans and specifications submitted are incomplete;

d. If the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;

e. If the Architectural Control Committee deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the existing property.

The Architectural Control Committee is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the Architectural Control Committee shall be final, conclusive and binding upon all Owners. Neither the Architectural Control Committee nor Developer shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications to meet local Code and Laws. The authorization of any two members of the Architectural Control Committee on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full Architectural Control Committee.

Prior to building within the subdivision, all builders must be approved by the Architectural Control Committee. The Architectural Control Committee has the right to approve or reject any builder for any reason.

Article VII Restrictive Covenants

Each of the specifically numbered Lots shown upon any recorded residential subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance for continuity and conformance with the intended master plan of the premises:

a. No dwelling, accessory structure, alterations to existing structures, fence, or landscaping shall be erected or maintained on any Lot until the plans and specifications for same have been submitted according to the current Application Procedure and approved by the Architectural Control Committee prior to commencement of the same.

b. No trees shall be removed except by utility easements as required in furnishing of utility services, and no building, fence, wall, or other structure shall be

commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the color, nature, kind, shape, height, materials and location of same shall have been submitted in writing, to and approved according to the Application Procedure, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee.

c. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.

d. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the lot, or as otherwise approved by the Architectural Control Committee.

e. No dwelling or accessory structure shall be erected or maintained nearer than fifteen (15) feet from one side line and fifteen (15) feet from the other side line and thirty-five (35) feet from front line of any Lot or as approved otherwise by the Architectural Control Committee.

f. The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be not less than the following: all lots shall contain a minimum floor area of 1700 square feet in the Living Unit.

g. All dwellings shall be constructed of stone, stucco, masonry, brick, or such other materials as may be approved by the Architectural Control Committee, to the extent of at least 85% percent of the area of the outside walls on the first floor. The second floor of such dwellings may be masonry or such other material as may be approved by the Architectural Control Committee. The walls of any accessory structure shall be constructed of identical masonry material used on the dwelling to the extent of the 100% of the outside walls of the accessory structure, unless approved otherwise by the Architectural Control Committee. Hardiplank is not considered a masonry product and its use in construction must be approved.

h. No fence, wall, or hedge shall be placed on any portion of the sites with a height greater than seven feet (7') and no fence is permitted on any party of any Lot unless approved by the Architectural Control Committee. Should a hedge, shrub, tree, flower or any other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property or at the request of the Architectural Control Committee. No wood panel or picket or chain-link fencing shall be allowed unless approved by the Architectural Control Committee.

i. All Lots shall be used for single-family residential purposes only, no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two and one-half (2-1/2) stories in height (excluding basements), and a private garage as provided below.

j. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.

k. None of the Lots shall be subdivided into smaller Lots.

l. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No more than four pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

m. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

n. No sign shall be erected or maintained on any Lot except a "for sale" sign which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer or by the Association.

o. All swimming pools must be in ground and the location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the Architectural Control Committee.

p. Roofs shall be composition shingles (25 year guarantee minimum), wood shingles, slate, imitation slate, metal, or roof tiles if compatible in color and texture with the prevailing roofing of homes within The Properties. Roofing materials must be approved in advance.

q. No pole/mast, antenna, radio, television, satellite dish or other aerial shall be erected or maintained on any lot except as approved by the Architectural Control Committee.

r. No dwelling containing less than an attached, two-vehicle garage shall be constructed within the Properties. The garage door of any house or residence within the Properties must be open to the rear or side of the house or as approved by the ACC. All garage doors shall be closed at all times when not in use. A third garage door may open to the street so long as the location is behind the rear plane of the two garage doors.. Driveways shall be constructed of concrete or asphalt or as approved by the ACC.

s. Sporting, recreation, exercise and or play equipment, dog runs or other outdoor items shall be placed in the back yards of the Lots.

t. A Lot or any portion of any Lot that is exposed to the public view (including the area between the Lot's front yard and the road pavement) must be maintained by the property Owner in a neat and orderly fashion. In the event this restriction is not complied with, the Association has the right to cause this maintenance to be done at the expense of the property Owner.

u. No lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

v. No drilling, oil/natural gas development operations, oil refining, quarrying or mining operation of any kind shall be used upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or similar structure shall be erected, maintained, or permitted upon any Lot.

w. No outbuilding, shop, trailer or residence of a temporary character shall be permitted (except as otherwise reserved as a right by the Developer). No building material of any kind shall be stored on the lot until the owner is ready to commence construction of improvements.

x. No boats, trailers, mobile homes, camper or similar wheeled vehicle shall be stored (except temporarily – not to exceed 24 hours), nearer to the street than the front of the Living Unit situated thereon. No boats, trailers, mobile homes, camper or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot. Any fence or enclosure shall be subject to approval by the ACC.

y. All houses and structures permitted shall be completed within twelve (12) months from the date of commencement. No structure may be occupied unless and until the premises are connected in a proper manner to a sewage treatment system.

z. Specifically exempted from the provisions of this section are activities by Developer in furtherance of construction, maintenance and sales within the subdivision.

aa. No vehicle of any size which transports inflammatory, explosive, or hazardous cargo may be kept in subdivision at any time.

bb. No mailbox shall be installed without ACC approval. Each mailbox shall be constructed with a masonry column (no more that 48 inches tall) of similar construction as the Dwelling or as approved by the ACC. Each mailbox shall display the address of the Dwelling.

cc. The front yard of each lot (including the area between the lot's front yard and the road pavement) on which a Living Unit is constructed shall contain an underground irrigation system capable of sustaining the yard in a healthy and attractive condition.

dd. Each Lot on which a dwelling unit is constructed shall have landscaping in its front yard, including but not limited to, shrubs, flowers, trees, ground cover, and grass of sufficient quality and design to be compatible with the intent of Developer. Landscaping of a Lot shall be completed with ninety (90) days after the date on which the Living Unit is ninety percent (90%) complete. Lot owners shall keep and maintain the Landscaping in a healthy and attractive condition.

ee. Each Lot owner shall mow and maintain the landscaping on his/her lot in such a manner as to control weeds, grass and/or unsightly growth at all times. If after

ten (10) days prior written notice, Owner fails to (i) fail to control weeds, grass and/or unsightly growth, (ii) remove trash, rubble, and/or construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy any unclean, untidy, or unsightly condition, then the Association shall have the authority and right to go onto said Lot to remedy the condition giving rise to the notice. The cost, together with interest and the cost of collection shall be a charge on the land and shall be a continuing lien upon the Lot. Such costs shall also continue to be a personal obligation of the Owner. The lien securing such costs shall be subordinate and inferior to any mortgage or renewals thereof that are recorded before costs are incurred.

ff. At the time of initial construction of any Living Unit, each residential dwelling shall include provisions for the installation of smoke detectors and such other safety and security devices which, in the opinion of the Architectural Control Committee, are reasonable for the individual Living Unit.

gg. Each Lot on which a residential Living Unit is considered shall contain an underground aerobic-type sewage treatment system, which system shall be subject to the approval of the ACC. Each Owner shall contract with an aerobic system maintenance company to provide maintenance for Owner's system.

hh. The Owner of any Lot, shall maintain the Lot and comply with any and all applicable law, ordinances, and regulations.

ii. The minimum square footage of any primary dwelling constructed within the Properties shall be 2,000 square feet.

ARTICLE VIII Easement Reserved

a. No shrubbery, fence, building or other permanent structure (except fencing) shall be erected or maintained within areas designated on the recorded plat as utility, drainage, access, trail, park, equestrian, or landscaping easements, except as may be approved by the ACC.

b. Developer reserves for the use and benefit of the Association, a perpetual easement as shown on the recorded plat of the Properties, and as such other additions as may hereafter be covered and included in this Declaration as Supplemented for the purpose of erecting a fence of reasonable height and composition. The Association shall repair and maintain the fence if installed.

ARTICLE IX General Provisions

Section 1. Duration. The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for

successive periods of ten (10) years unless an instrument signed by the then Owners of fifty-one percent (51%) of the Lots or Living Units have been recorded, agreeing to eliminate or change said restrictions, covenants, and conditions in whole or in part; provided however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Reserve Rights of Developer. Notwithstanding any other provision hereof, Developer reserves the right (upon application and request of the Owner of any Lot) to waive, vary or amend (by an appropriate letter to the effect addressed and delivered to Developer), the application of any of these covenants and restrictions to such Lot, if in the sole discretion of the Developer, such action is necessary. Developer also reserves the right to divide or replat any of the Properties without any notice or consent of any other owner.

Section 3. Sales Office. Developer may designate the location of a Sales Office for use in offering Lots for sale and all associated purposes.

Section 4. Invalidation and Severability. The invalidation of any provision contained herein, by a court of competent jurisdiction, shall not impair the full force and effect of any other provision.

Section 5. Acceptance of Declaration. The provisions hereof are made a part of each contract, and/or deed, as if they are fully set forth therein. Each conveyance shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein.

Section 6. Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Properties. The doctrine of Contra Proferentum shall not apply.

Section 7. Other Committees. Developer may appoint a committee of one or more persons to exercise any and all of the discretionary rights and powers herein to Developer.

Section 8. Assignment. Developer may assign to any person or entity any or all rights, powers, reservations, easements, privileges herein reserved by Developer. Any such assignee shall have the same right to assign.

Section 9. Notices. Any notice required to be sent to any Member or Owner under this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person(s) who appears as a Member or Owner on the records at the time of such mailing.


Section 10. Enforcement / Attorney Fees. Enforcement of these Declarations shall be by any proceeding at law or in equity against person violating or attempting to violate anything contained herein. If any controversy, claim, or dispute arises from or relates to this instrument, the prevailing party shall be entitled to recover from the losing party reasonable expenses and attorney fees, and court costs. The failure of the Association to enforce any provision herein contained shall not be deemed a waiver of the right to enforce such provision in future.

Section 11. Amendments. Notwithstanding anything herein above, Developer, in its sole discretion, may amend or change these Declarations with the consent of at least fifty one percent of the outstanding votes.

Section 12. Rule and Regulations. Developer may adopt certain reasonable rules and regulations, together with sanction for violations thereof, to insure the character and quality of Spring Ranch. From time to time the Association may amend or vary such rules and regulations according to the Bylaws of the Association.

Executed this 4th of June, 2014.


FM 2331 Development, LLC, a Texas limited liability company



Peter Paulsen, Manager

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on this the 4th day of June 2014, by PETER PAULSEN, Manager of FM 2331 Development, LLC, a Texas limited liability company, on behalf of said limited liability company.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
GloboLink Management
PO Box 1532
Keller, TX 76244-1532

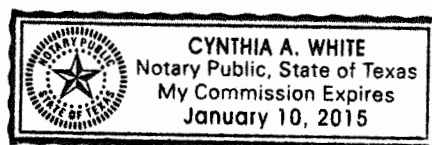
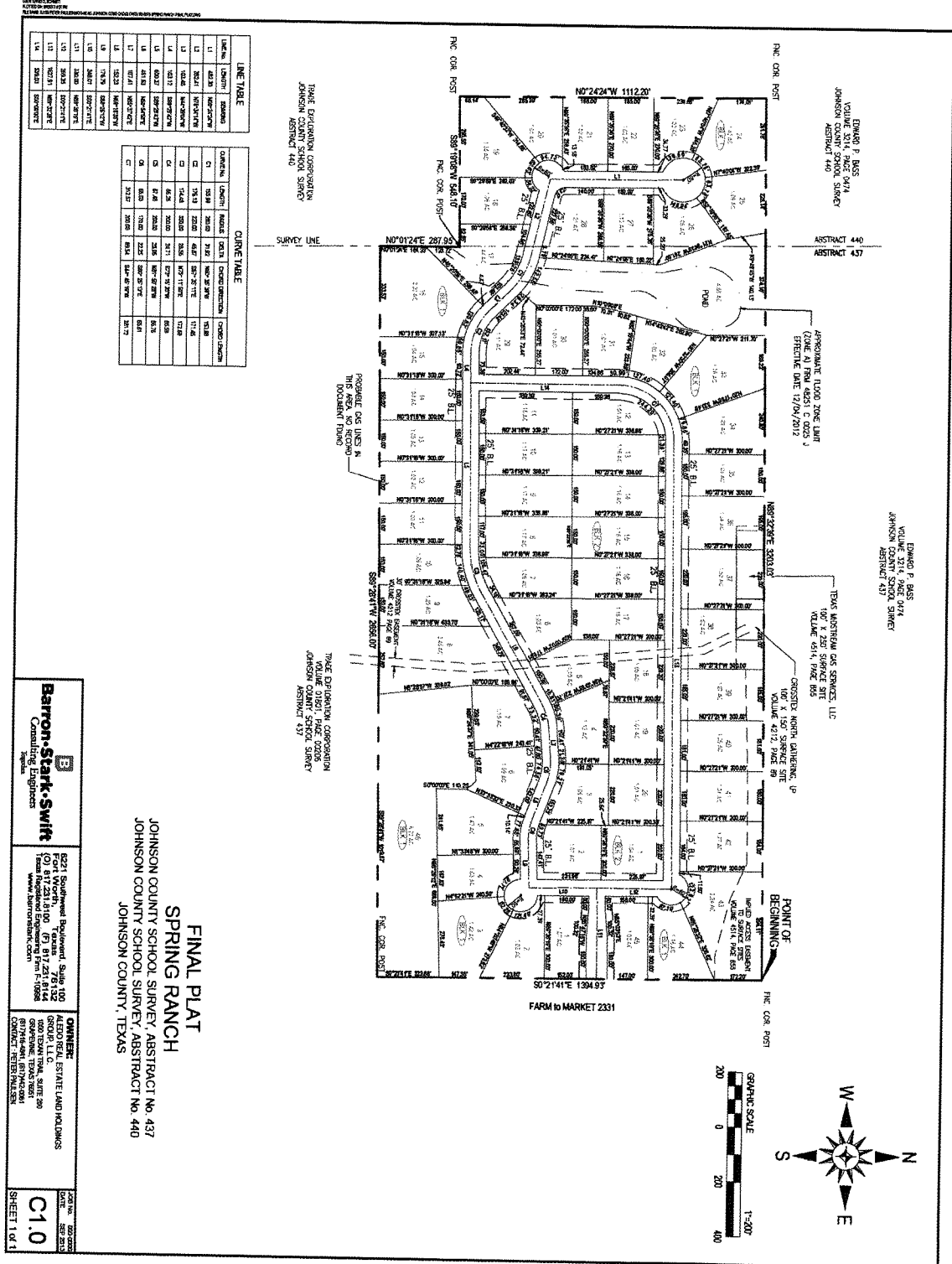


EXHIBIT A

Lots 1-45, Block 1; and Lots 1-20, Block 2, of SPRING RANCH, an Addition to Johnson County, Texas, according to the Plat thereof recorded in Volume 10, Page 641, Slide D-132, of the Plat Records of Johnson County, Texas.



Johnson County
Becky Williams
County Clerk
Cleburne 76033



70 2014 00012057

Instrument Number: 2014-12057

As

Declaration

Recorded On: June 10, 2014

Parties:

To

Billable Pages: 16

Number of Pages: 17

Comment:

(Parties listed above are for Clerks reference only)

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

Declaration	86.00
Total Recording:	86.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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

File Information:

Document Number: 2014-12057

Receipt Number: 2478

Recorded Date/Time: June 10, 2014 01:48:15P

User / Station: M Davis - CCL42

Record and Return To:

GLOBOLINK MGMT

PO BOX 1532

KELLER TX 76244-1532



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color race is invalid and unenforceable under Federal law.

Becky Williams

BECKY WILLIAMS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPRING RANCH**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Spring Ranch ("Amendment") is made as of this 25th day of August, 2015, by FM 2331 DEVELOPMENT, LLC, a Texas limited liability company ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of the real property in Johnson County, Texas, described in Article II Section I of the Declaration of Covenants, Conditions and Restrictions for Spring Ranch, (the "Declarations") filed under Clerk's Instrument No. 2014-12057; and

WHEREAS, Declarant wishes to amend the Declarations by this First Amendment to allow Owners to construct partially matching accessory buildings on their lot;


NOW THEREFORE, Declarant declares that the real property described in Article II, Section 1, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, conditions, easements, charges, and liens (sometimes referred herein as "Declarations") hereinafter set forth.

Article VII, Section g. is replaced as follows:

g. All dwellings shall be constructed of stone, stucco, masonry, brick, or such other materials as may be approved by the Architectural Control Committee, to the extent of at least 85% percent of the area of the outside walls on the first floor. ~~The second floor of such dwellings may be masonry or such other material as may be approved by the Architectural Control Committee.~~ The walls of any accessory structure shall be constructed of identical masonry material used on the dwelling to the extent of the 30% of the front wall of the accessory structure, unless approved otherwise by the Architectural Control Committee. Hardiplank is not considered a masonry product and its use in construction must be approved.

Executed this 25 of August, 2015.


FM 2331 Development, LLC, a Texas limited liability company



Peter Paulsen, Manager

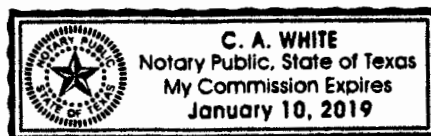
STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on this the 25 day of August 2015, by PETER PAULSEN, Manager of FM 2331 Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

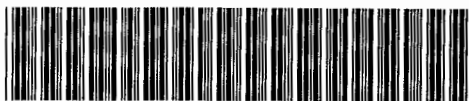


Notary Public, State of Texas

AFTER RECORDING RETURN TO:
GloboLink Management
PO Box 1532
Keller, TX 76244-1532



Johnson County
Becky Ivey
County Clerk
Cleburne 76033



70 2015 00019257

Instrument Number: 2015-19257

As
Declaration

Recorded On: August 28, 2015

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment:

(Parties listed above are for Clerks reference only)

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

Declaration	26.00
Total Recording:	26.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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

File Information:

Document Number: 2015-19257

Receipt Number: 40584

Recorded Date/Time: August 28, 2015 03:38:17P

User / Station: M Davis - CCL42

Record and Return To:

GLOBOLINK MGMT

PO BOX 1532

KELLER TX 76244-1532



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color race is invalid and unenforceable under Federal law.

Becky Ivey
BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

**SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPRING RANCH**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Spring Ranch ("Amendment") is made effective as of this 16th day of September, 2022, by HOA of Spring Ranch, Inc., a Texas non-profit corporation ("Declarant").

RECITALS

WHEREAS, FM 2331 DEVELOPMENT, LLC, as Declarant placed certain Declaration of Covenants, Conditions and Restrictions for Spring Ranch, dated June 4, 2014 and filed under Clerk's Instrument No. 2014-12057; and

WHEREAS, the Board of Directors for HOA of Spring Ranch, Inc., which was formed under the parameters and guidelines set forth by the Declarant in the aforementioned Declaration of Covenants, Conditions and Restrictions, desire to amend the Declarations by this Second Amendment.

NOW THEREFORE, Declarant declares that the real property described in Article II, Section 1, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, conditions, easements, charges, and liens (sometimes referred herein as "Declarations") hereinafter set forth.

Article VI, Architectural Control, Section 1. is replaced as follows:

Section 1. The Association appoints an Architectural Control Committee (herein so called the ACC) which shall consist of three (3) members, who shall be appointed by the Board of Directors. In the event of the death, incapacity, removal, or resignation of a member of the ACC, the successor for such member shall be appointed by the Board of Directors. All matters before the ACC shall be decided by a majority vote of its members.

Article IX, General Provisions, Section 11 is replaced as follows:

Section 11. Amendments. Notwithstanding anything herein above, the Association may amend or change these Declarations by a vote of Members owning 51% percent of the lots subject to the declaration. The simple majority of a qualifying vote will prevail. For an amendment of these Declarations, the consents may be solicited by any method selected by the Board of Directors, pursuant to the Bylaws and Applicable Law, provided the method gives a Member the exact wording of the proposed amendment, and an opportunity to vote "for" or "against" the proposed amendment.

Article VII, Restrictive Covenants, Paragraph jj. is added as follows:

jj. Each lot will be allowed one (1) flagpole subject to approval by the ACC. A maximum of two (2) flags may be flown at the same time. Flags must be no larger than four feet by six feet (4'x6'). Approved flags are the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States armed forces, any school flag, any sporting team flag, holiday themed flags, religious flags in

accordance with Property Code Section 202.018, political flags in accordance with Election Code Section 259.002, and first responder flags.

Executed this 26th of September, 2022.

HOA of Spring Ranch, Inc., a Texas corporation

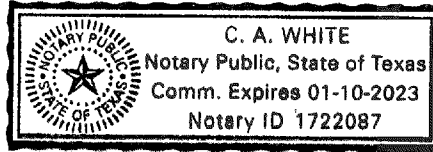
Eric Hardin
Eric Hardin, President

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on this the 26 day of September 2022, by Eric Hardin, President of HOA of Spring Ranch, Inc., a Texas corporation, on behalf of said corporation.

C. A. White
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
GloboLink Management
PO Box 1532
Keller, TX 76244-1532



**Johnson County
Becky Ivey
Johnson County
Clerk**

Instrument Number: 2022 - 35092

eRecording - Real Property
Restrictions

Recorded On: October 05, 2022 08:57 AM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$30.00

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

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

File Information:

Document Number: 2022 - 35092
Receipt Number: 20221005000018
Recorded Date/Time: October 05, 2022 08:57 AM
User: Linda B
Station: ccl30

Record and Return To:

Simplifile
5072 North 300 West
PROVO UT



**STATE OF TEXAS
COUNTY OF JOHNSON**

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

Becky Ivey
Johnson County Clerk
Johnson County, TX

Becky Ivey