

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
FOR COYOTE CROSSING – PHASE III**

Popular Name of Development: COYOTE CROSSING

Name of Platted Subdivision: COYOTE CROSSING – PHASE III

Location of Subdivision: Johnson County, Texas

This document pertains to a residential development known as Coyote Crossing – Phase III, located within a 120.773 +/- acre, more or less, tract of real property in Johnson County, Texas, situated in the Johnson County School Land Survey, Abstract No. 437, according to that final plat recorded with the Real Property Records of Johnson County, Texas.

Declarant: Coyote Crossing Godley, LLC

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS FOR
COYOTE CROSSING – PHASE III**

NOTICE TO PURCHASER: COYOTE CROSSING – PHASE III IS A RESTRICTED COMMUNITY. THIS DOCUMENT AFFECTS YOUR RIGHT TO USE THE PROPERTY YOU ARE PURCHASING. BY PURCHASING PROPERTY IN COYOTE CROSSING – PHASE III YOU ARE BOUND BY ALL OF THE TERMS OF THIS DOCUMENT, INCLUDING ANY DESIGN GUIDELINES NOW OR HEREAFTER ADOPTED AND THE RULES AND REGULATIONS INCORPORATED HEREIN.

This Declaration of Covenants, Conditions, and Restrictions (“Declaration”) is made and entered into to be effective as of February 15, 2024, by Coyote Crossing Godley, LLC, a Texas limited liability company (together with its successors and assigns, “Declarant”).

RECITALS:

A. Declarant desires to establish a general plan of development for the planned community to be known as Coyote Crossing – Phase III. Declarant also desires to provide a reasonable and flexible procedure by which Declarant may expand the Property to include additional real property, and to maintain certain development rights that are essential for the successful completion and marketing of the Property.

B. Declarant further desires to provide for the preservation, administration, and maintenance of portions of Coyote Crossing – Phase III, and to protect the value, desirability, and attractiveness of Coyote Crossing. As an integral part of the development plan, Declarant deems it advisable to create a property owners association to perform these functions and activities more fully described in this Declaration and the other Government Documents described below.

C. Declarant owns 165 Residential Lots and 9 HOA/Detention Lots located within a 120.773 +/- acre, more or less, tract of real property in Johnson County, Texas, which lots are more particularly described by metes and bounds description and the plat (“Plat”) attached hereto as Exhibit A and incorporated herein by this reference, such Plat recorded as Document No. 2024-26 of the Plat Records of Johnson County, Texas (referred to herein as the “Property”).

D. Declarant desires to adopt, establish, promulgate, and impress upon the Property the following reservations, covenants, restrictions, conditions, assessments, and liens for the benefit of Declarant, the Association, the Property, and the present and future Owners of the Property.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Recitals set forth above shall be a part of this Declaration and all the Property and each of the Lots which comprise the Property shall

“ACC” shall mean the Architectural Control Committee of the Association.

“Applicable Law” means the statutes and public laws, codes, ordinances, and regulations in effect at the time a provision of the Declaration is applied, and pertaining to the subject matter of the Declaration. Statutes and ordinances specifically referenced in the Declarations are “Applicable Law” on the date of the Declaration, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

“Association” shall mean a Texas non-profit corporation to be formed and to act as a property owners association named Coyote Crossing Homeowners’ Association, Inc. (or such other name as Declarant shall select), its successors and assigns. Until formation of the Association, Declarant shall have all of the rights, powers, and authority of the Association but not the obligations of the Association unless specifically assumed herein.

“Board” shall mean the Board of Directors of the Association.

“Building Code” shall mean the applicable building code adopted by the County Seat of the County in which the Lot is located or, if a code has not been so adopted, the 2018 version of the International Residential Code (without reference to the energy code contained therein), as amended, supplemented or replaced from time to time.

“Bylaws” shall mean the Bylaws of the Association.

“Common Area” shall mean the entrances and landscaping thereof, and any and all other areas of land within the Property which are described or designated as common green, Common Areas, recreational easements, greenbelts, open spaces or private streets on any recorded subdivision Plat of the Property or other instrument or intended for or devoted to the common use and enjoyment of the Owners of the Association, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Area and any additions to or replacements of such Common Area. There may or may not be Common Area at the Property. Declarant may hold record title to any Common Area, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Area, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by Declarant) record title to the Common Area will be formally transferred from Declarant to the Association.

“City” shall mean the City of Godley, Texas.

“County” shall mean Johnson County, Texas

“Declarant” shall mean Coyote Crossing Godley, LLC and its successors or assigns.

“Declarant Control Period” means that period of time during which Declarant controls the operation and management of the Association by appointing at least a majority of the directors of the Association, pursuant to the rights and reservations contained in this Declaration, to the fullest extent and for the maximum duration permitted by Applicable Law. The Declarant Control Period shall run continuously from the date of this Declaration is recorded until 120 days after seventy-five percent (75%) of the Lots that may be created on the Property have been improved with dwellings thereon and conveyed to Owners other than Builders or Declarant, or their respective affiliates. In no event shall the Declarant Control Period last longer than fifteen years after the date on which the Declaration is recorded. No act, statement, or omission by the Association may terminate the Declarant Control Period earlier than the term stated herein. Declarant, however, may terminate the Declarant Control Period at any earlier time by publicly recording a notice of termination. The Declarant Control Period is for a term of years or until the stated status is attained and does not require that Declarant own a lot or any other land in the Property.

“Governing Documents” shall mean, singly or collectively as the case may be, the Plat, this Declaration, the Bylaws of the Association, the Articles of Organization, the Rules of the Association, if any, all of which may be adopted, amended, supplemented, restated, or repealed from time to time. Although Governing Documents reference each other and may be recorded contemporaneously, each instrument is independent and may be amended pursuant to its own terms or Applicable Law.

“Initial Owner” shall mean the first purchaser of each Lot from Declarant.

“Lot” shall mean any one of the separate lots identified on the Plat that make up all or part of the Property.

“Lots” shall mean any two or more such lots. Each Lot is burdened by an easement for a portion of the Roads and the other Restrictions described herein.

“Owner” shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, and his or its respective heirs, successors, personal representatives, and assigns. Mortgagees and creditors who acquire title to a Lot through foreclosure or a deed in lieu of foreclosure are owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not owners. Every Owner is a member of the Association.

“Plat” shall mean the Plat described in the Recitals and depicted in Exhibit A, together with any and all replats thereof and amendments thereto.

“Property” shall mean all the real property identified on Exhibit A attached hereto and incorporated herein by this reference, and any additions thereto.

ARTICLE 2 – SUBJECT TO DOCUMENTS

2.1 SUBJECT TO DOCUMENTS OF RECORD. The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms of all publicly recorded documents, and all other publicly recorded instruments that touch and concern the land, run with the Property, and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns.

2.2 COVENANTS IN PLAT. The dedications, covenants, limitations, restrictions, easements, notes, and reservations shown on the Plat are hereby incorporated by reference as covenants running with the land. Each Owner must inform himself about the Plat's covenants on the Lot. Similarly, the Association is bound by the platted covenants on Common Areas.

2.3 OWNER AGREES TO BE BOUND. Each Owner, by impliedly or expressly accepting or acquiring an ownership interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Declaration, the Plat, and the Governing Documents. Owner acknowledges that the Governing Documents may be amended, supplemented, or restated from time to time. Each Owner agrees to maintain any easement that crosses Owner's Lot and for which the Association does not have express responsibility.

ARTICLE 3 – PROPERTY EASEMENT

3.1 GENERAL. In addition to other easements and rights established by the Governing Documents, the Property is subject to the easements and rights contained or referenced herein.

3.2 EASEMENT FOR PERIMETER SCREENING FENCE. The Association is hereby granted a perpetual easement ("Screening Feature Easement") over each Lot on or along a perimeter thoroughfare and that abuts or contains a portion of the Property's screening features, for the purpose stated in this section, regardless of whether or how the Plat shows the easement or screening feature. The width of the Screening Feature Easement is twenty (20) feet and runs continuously along and within (inside) the boundary that is on or along a perimeter thoroughfare of the Property. The purpose of the Screening Feature Easement is to provide for the existence, repair, improvement, and replacement of the Property's screening features. This Screening Feature Easement does not, alone, obligate the Association to maintain a portion of the screening wall as a common expense for which responsibility is assigned to the Lot Owner by this Declaration. On Lots for which the responsibility is the Lot Owners, this Screening Feature Easement enables, but does not require, the Association to perform required work if the Owner or Owners fail or refuse to do so following written notice from the Association and a reasonable opportunity to cure. In exercising this Screening Feature Easement, the Association may construct, maintain, improve, and replace improvements reasonably related to the screening and identification of a residential subdivision. The Owners of

WARRANT OR GUARANTY THE AVAILABILITY OF UTILITIES OR THE ECONOMIC FEASIBILITY OF BRINGING UTILITIES TO ANY LOT.

(b) On, over, and across each Lot, upon which is now or hereafter constructed (or replaced) all or any part of any common gate or common entryway into the Property, there is hereby reserved to Declarant and the Association an easement for the construction, maintenance, repair, and replacement of all Common Areas, including, but not limited to, common gate and common entryway improvements, gates, poles and posts associated therewith, motors and electrical lines associated therewith, irrigation systems and water lines, brick, stone, metal, or other decorative fences, walls, planters, or other improvements, landscaping, and similar common gate or common entryway improvements. **FURTHER, EACH OWNER ACKNOWLEDGES AND AGREES THAT ALL EMERGENCY SERVICES SUCH AS, BUT NOT LIMITED TO, FIRE, POLICE, AND AMBULANCE SERVICE, SHALL BE GRANTED EMERGENCY ACCESS THROUGH ALL COMMON GATES, IF ANY.**

(c) The Property, and each Lot, as applicable, is subject to all easements established by or shown on the Plat.

(d) Easements for the installation and maintenance of storm waters, retention ponds, detention ponds, and/or a conservation area are reserved as may be shown on the Plat. Within these easement areas, no structure, plant, or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of drainage, or which may hinder or change the direction or flow of drainage channels or slopes in the easement. The easement areas of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association are responsible. The easements described herein shall be for the purpose of installation and maintenance of possible drainage facilities or utilities, and for any other purpose deemed by Declarant or the Association to be beneficial to the Property as a whole.

3.4 OWNERS EASEMENTS OF ENJOYMENT. Subject to the provisions of above, every Owner and every tenant of every Owner, who resides on a Lot, and each individual who resides with either of them, on such Lot shall have a right and easement of use, recreation and enjoyment in and to the Common Area, subject to other rights contained in the Governing Documents, and such easement shall be appurtenant to and shall pass with the title of every Lot, provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Area.

3.6 OWNER'S INGRESS/EGRESS EASEMENT. Every Owner is granted a perpetual easement over the Property's streets, as may be reasonably required, for vehicular ingress to and egress from Owner's Lot.

3.7 EXTENT OF OWNER'S EASEMENTS. The rights and easements of use, recreation, and enjoyment created hereby shall be subject to the following:

- (a) The right

assessment (including without limitation “fines”) against a Lot resided upon by such individual remains unpaid, and for any period deemed reasonable by the Association for an infraction of the then-existing Rules and Regulations;

- (f) The right of Declarant and/or the Association to dedicate or transfer all or any part of the Common Area to any municipal corporation, public agency, authority, or utility company for such purposes and upon such conditions as may be agreed upon by Declarant and the Owners having a majority of the outstanding eligible votes of the Association;
- (g) The right of Declarant and/or the Association to convey, sell or lease all or part of the Common Area upon such terms and conditions as may be agreed upon by Declarant and the Owners having a majority of the outstanding eligible votes of the Association; and/or
- (h) The right of Declarant or the Association to enter into and execute contracts with the owners-operators of any community antenna television system or other similar operations for the purpose of extending cable or utility service on, over or under the Common Area to ultimately provide service to one or more of the Lots.

3.8 OWNER’S RIGHT TO BUILD. That a Lot remains vacant and unimproved for a period of years, even decades, does not diminish the right of the Lot Owner to construct improvements on the Lot. Nor does a vacant Lot enlarge the rights of Owners or neighboring lots, who may have become so accustomed to the open space that they expect it to remain unimproved forever.

3.9 PERPETUAL EASEMENTS. All easements reserved or created in any part of this Declaration for the benefit of Declarant or the Association are perpetual. All easements reserved or created herein for the benefit of Declarant may be granted or assigned by Declarant, in whole or in part, on an exclusive or nonexclusive basis, to any third party. Utility easements reserved or created herein for the benefit of the Association may be granted or assigned by the Association, in whole or in part, on an exclusive or nonexclusive basis, to any public utility or utilities.

3.10 CONDEMNATION OR GOVERNMENTAL TAKING.

- (a) If all or any part of the Common Area are taken by any authority having the power of condemnation or eminent domain or are conveyed in lieu thereof, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Area to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair any damage suffered by the condemnation. If all of the funds cannot be used in such manner, any remaining funds may be distributed equitably to the Owners.
- (b) If all or any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and the Owner elects not to restore the remainder of the Lot, then the Owner shall promptly remove any remaining improvements damaged or destroyed by such taking or conveyance and shall leave the Lot in orderly, safe and neat condition.
- (c) If any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof and the Owner elects to restore the remainder of the Lot, then, subject to the provisions of this

- (a) To inspect the Lot for compliance with maintenance and architectural standards.
- (b) To perform maintenance that is permitted or required of the Association by Governing Documents or by Applicable Law.
- (c) To perform maintenance that is permitted or required of the Owner by the Governing Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.
- (d) To enforce architectural standards.
- (e) To enforce use restrictions.
- (f) To exercise any self-help remedy permitted by the Governing Documents or by Applicable Law.
- (g) To enforce any other provision of the Governing Documents.
- (h) To respond to emergencies.
- (i) To assist utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.
- (j) To perform any and all functions or duties of the Association as permitted or required by the Governing Documents or by Applicable Law.
- (k) Maintenance of the Common Areas.

3.12 GENERAL EASEMENTS FOR DECLARANT. Declarant, so long as it shall retain record title to at least one (1) Lot, reserves for itself and for the Association the right and easement to the use of any Lot, or any portion thereof, as may be needed for repair, maintenance, or construction on any of the Property in accordance with these Restrictions.

3.13 ROAD EASEMENT FOR DECLARANT. Declarant reserves an easement over and across the Property for the use of the Roads and any other existing roads and rights-of-way on the Property. Without limiting the foregoing, Declarant reserves the right to use the Roads for ingress and egress to and from any adjacent undeveloped property owned by Declarant.

ARTICLE 4 – SECURITY

4.1 SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety or the perception of safety in or on the Property. Each Owner and Resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, shareholders, members, managers, committees, agents, and employees are not provides, insurers or guarantors of security within the Property. Each Owner and Resident acknowledges and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each Owner and Resident further acknowledges that Declarant, the Association their respective directors, officers, shareholders, members, managers, committees, agents, and employees have made no representation or warranty, nor has the Owner or Resident relied on any representation nor warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each Owner and Resident acknowledges and agrees that Declaration, the Association, and their respective directors, officers, shareholders, members, managers, committees, agents, and employees, may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE 5 – COMMON AREA

5.1 TITLE TO THE COMMON AREA. Declarant will hold record title to the Common Area for an indefinite period of time, subject to the easements set forth herein. The designation of real property as a Common Area may be determined by the Plat, the Declaration, the appraisal district, a taxing authority, a recorded deed into the Association, or any combination thereof. Mere ownership of the Property is not determinative. All costs attributable to Common Areas, including maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the Association, regardless of the nature of title to the Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific Common Area. Declarant shall have the right and option (without the joinder and consent of any person or entity) to encumber, mortgage, design, redesign, reconfigure, alter, improve, landscape and maintain the Common Area. At some point in time (deemed reasonable and appropriate by Declarant), Declarant will convey title to the Common Area to the Association for the purposes herein envisioned. Declarant reserves the right to execute any open space declarations applicable to the Common Area which may be permitted by law in order to reduce property taxes.

5.2 USE. On the date of this Declaration, the Property's Common Area are intended for the exclusive use of the Owners and their guests and are not intended to be a public accommodation or a public facility within the meaning of the Americans with Disabilities Act. This provision may not be construed to prevent the Association from enlarging the use of a Common Area if such expansion is deemed to be in the best interest of the Association, or from opening a Common Area to use by the public if public use is a condition of a status or benefit that is deemed to be in the best interest of the Association.

5.3 CHANGE OF USE. From time to time, the Association may modify a Common Area on a temporary or long-term basis to respond to changing lifestyles, economies, environmental conditions, public policies, or recreational values, provided (1) the Board deems the modification to be in the best interest of the Association, and (2) the modification does not affect an agreement with or requirement of a public or quasi-public entity without the entity's written approval of the modification. Modification may include (without limitation) a change of use, or the removal, addition, relocation, or change o improvements on a Common Area. Unless required by a public or quasi-public entity, a modification does not require an amendment of this Declaration or of the Plat, even if a Common Area has been platted or improved for a particular use.

5.4 COMPONENTS OF COMMON AREA. The Common Area may be improved or unimproved, and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. The Common Area of the Property consists of the following components on or adjacent to the Property, even if located on a Lot or a public right-of-way:

- (a) All of the Property, save and except the Lots.
- (b) The land described in Exhibit A as the Common Area and all improvements thereon.
- (c) Any area shown on

- (i) Any modification, replacement, or addition to any of the above described areas and improvements.
- (j) Personal property owned by the Association, such as books and records, office equipment, and supplies.

5.5 LIMITED COMMON AREA. If it is in the best interest of the Association, a portion of the Common Area may be licensed, leased, or allocated to one or more Lots for their sole and exclusive use, as a limited Common Area, whether or not the area is so designated on the Plat. Inherent in the limiting of a Common Area, maintenance of the limited Common Area becomes the responsibility of the Lot owner to whom its use is limited. For example, a Common Area that is difficult to access and maintain except via the adjoining Lot might be a candidate for limited Common Area.

5.6 PERSONAL RESPONSIBILITY. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance and by occupying a home on the Property, acknowledges, understands, and agrees to each of the following statements:

- (a) Each Owner agrees to be informed about and to comply with the published or posted Common Area rules.
- (b) The use and enjoyment of Common Areas involve risk of personal injury, risk of death, and risk of damage or loss to property.
- (c) Each person using a Common Area assumes all risks of personal injury, death, and loss or damage to property resulting from such use.
- (d) Parents, guardians, hosts, caretakers, and supervisors are at all times responsible for the well-being and safety of their children and guests in their use of Common Areas.
- (e) The Association, Declarant, homebuilders, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of personal safety in or on the Common Areas.
- (f) The Association, Declarant, homebuilders, and their respective directors, officers, committees, agents and employees have made no representations or warranties – verbal or written – relating to safety or lack of risks pertaining to the Common Areas.

ARTICLE 6 – ARCHITECTURAL CONTROL COMMITTEE

6.1 ARCHITECTURAL CONTROL COMMITTEE. To protect the overall integrity of the development of Coyote Crossing – Phase III as well as the value of the improvements of all Owners, a committee of representatives designated as the ACC is hereby established to carry out all duties as noted herein with full authority to approve, disapprove, and monitor all construction, development, and improvement activities of any kind within the Property and to help ensure that all such activities are in accordance with the Restrictions and architecturally and aesthetically designed to be compatible with Declarant's conceptual plan for the Property. At the discretion of the Board, the duties of the ACC may be delegated in whole or in part to a third party representative of the ACC who need not be an Owner or a member of the Board.

6.2 APPOINTMENT OF ACC MEMBERS. The number and identity of the ACC members shall be decided

6.3 ACC APPROVAL REQUIRED. The ACC shall review all plans and modifications submitted for compliance with the Restrictions, Design Guidelines, Rules, if any, and for compatibility with the architectural and aesthetic goals of the Property. Without ACC approval, Owner, other than Declarant, may not construct and/or reconstruct a dwelling, garage, outbuilding, fence, storage tank, or improvement of any kind (including exterior cosmetic alterations such as painting) on a Lot or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to a Lot if it will be visible from a street or Common Area, or if it may have an adverse impact on neighboring homes. The ACC has the right, but not the duty, to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property. Generally, the architectural and aesthetic style of the improvements shall harmonize as much as may be reasonable and practicable with each other and with the heritage and historical architecture of the area. Landscaping generally shall be in harmony with the natural occurring flora of the area using native or native hybrid plants as much as is practicable. Each Owner may be required to pay certain fees to the ACC to reimburse it for the cost of its plan review as provided in the Design Guidelines.

6.4 APPLICATION FOR APPROVAL. To request approval from the ACC, an Owner must make written application to the ACC, in a form approved by the ACC, and electronically submit (by using an email address or electronic portal selected by the ACC for plans submittal) a complete set of final plans and specifications, including all elevations, floor plans, foundation plans, plot plan, roof, outbuildings, colors, exterior lighting, mailbox, showing the nature, kind, shape, color, size, materials, and locations of the work to be performed (collectively the “Plans”). In support of the application, the Owner may, but is not required to, submit letters of support or non-opposition from Owners that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought.

- (a) Within forty-five (45) days of receipt, the ACC shall review the Owner’s Plans and advise Owner if the Plans are approved, denied, or if more information is required. If the Plans are denied or more information is required, the ACC will provide the Owner with a reasonable statement supporting the denial or request for further information. The ACC may retain the Plans, together with the application, for the ACC’s files. If the Plans are approved, the ACC shall mark same on the Plans and return the Plans to the Owner. An “approved” marking or stamp on the Plans shall be conclusive evidence that the ACC approved such Plans. Verbal approval by an Association director or officer, a member of the ACC, the Association’s manager, or Declarant does not constitute architectural approval by the ACC. Approval may only be issued in writing.

6.4.1. DEEMED APPROVAL. If the Owner has not received the ACC’s written response, approving, denying, or requesting further information, within sixty (60) days after delivering a complete application to the ACC, Owner may proceed, provided Owner adheres to the Plans that accompanied Owner’s application. In exercising deemed approval, the burden is on the Owner to document the ACC’s actual receipt of the Owner’s complete application. Under no circumstances may approval of the ACC be deemed implied or presumed for an addition or modification that would require a variance from the requirements and construction specifications contained in

6.5 ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association has the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The right to make rules, or to regulate, includes the right to prohibit or to restrict. In addition to the restrictions contained in this Article, each Lot is owned and occupied subject to the right of the Board to establish rules, and penalties for infractions thereof, governing:

- (a) Use of Common Area.
- (b) Hazardous, illegal, or annoying materials or activities on the Property.
- (c) The use of Property wide services provided through the Association.
- (d) The consumption of utilities billed to the Association.
- (e) The use, maintenance, and appearance of exteriors of dwellings and Lots.
- (f) Landscaping and maintenance of Lots.
- (g) The occupancy and leasing of dwellings.
- (h) Animals.
- (i) Vehicles.
- (j) Disposition of trash and control of vermin, termites, and pests.
- (k) Anything that interferes with maintenance of the Property, operation of the Association, or the quality of life for residents.

6.6. SUBJECTIVE STANDARDS. Standards for some rules and restrictions are inherently subjective, such as what is unattractive or offensive. The Association is not required to honor every resident's individual tolerances. The use restrictions set forth herein, in particular, are not intended to shield a hypersensitive resident from actions or circumstances that would be tolerable to a typical resident of the Property. On lifestyle related rules, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community wide problem. The Association may not be compelled by one resident to enforce rules and restrictions against another resident. Residents are expected to deal directly and peaceably with each other about their differences.

6.7 LIMITS TO OWNER'S RIGHTS. No right granted to an Owner by this Article or any provision of any Governing Document is absolute. The Governing Documents grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for the neighborhood. This Article and the other Governing Documents as a whole do not try to anticipate and address every creative interpretation of the restrictions. For example, an Owners right to have a sign advertising the home for sale is not the right to mount the sign on the chimney and illuminate it with pulsating neon lights. The rights granted by this Article and the Governing Documents are at all times subject to the Board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the neighborhood, and thus constitutes a violation of the Governing Documents. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

6.8 ACC DISCRETION. The ACC will approve or disapprove all Plans in accordance with this Declaration. The ACC shall have full right and authority to utilize its sole discretion in approving or disapproving any Plans which are submitted. Approval may be withheld if the construction or architectural design of any improvement is deemed, on any grounds, including purely aesthetic grounds, necessary to protect the continuity of design or value of the Property, or to preserve the serenity and natural beauty of any surroundings. The ACC may exercise

Property. The ACC shall have the express power to construe and interpret any covenant herein that may be capable of more than one construction, and to grant variances for certain requirements when, in its discretion, it is appropriate to do so (but no variance will be effective unless in writing and signed by the ACC). All approvals or disapprovals by the ACC are for the sole benefit of the Association and the Owner to whom the approval or disapproval is addressed, and no other Owner or any third party is or shall be deemed to be a third party beneficiary of such approval or disapproval.

6.9 ACC RIGHT TO INSPECT. During reasonable hours and, if the Residence is occupied, after reasonable advance notice, Declarant, members of the ACC, any member of the Board, or any authorized representative of any of them, shall have the right (but not the obligation) to enter upon and inspect any Lot, and any structure thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and said persons shall not be deemed guilty of trespass by reason of such entry. All inspections by the ACC are for the sole benefit of the Association and no Owner or other third party is or shall be deemed to be a third party beneficiary of such inspections.

6.10 ACC VARIANCES. The Board and/or the ACC may grant a variance or waiver to a restriction or rule on a case

ARTICLE 7 – RESTRICTIONS PHASE III

7.1 **SINGLE FAMILY RESIDENTIAL USES ONLY.** No part of a Lot or improvements thereon, shall be used for any purpose other than one Residence on each Lot and certain accessory improvements, to the extent accessory improvements are specifically authorized elsewhere in this Declaration. No portion of any lot may be used to gain access to any adjacent property, if traveling from Coyote Crossing – Phase III, or to Coyote Crossing – Phase III, if traveling from any adjacent property, other than shown on the Final Plat—no Lot shall contain a driveway, road, or ingress/egress easement of any kind for the benefit of any adjacent property that is not Coyote Crossing – Phase III. It is the intent of Declarant that Coyote Crossing – Phase III be a single-family residential community. 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. Without limiting the foregoing, the construction of any duplex, triplex, quadplex apartment house, or other multi-tenant building is expressly prohibited. No garage may be used as living quarters, and no garage apartment for rental purposes shall be permitted. However, Declar

or assembling of any such vehicle or trailer or any other machinery or equipment shall be permitted unless in an enclosed structure or in a screened area which prevents the view thereof from any other Lot, Common Area, or Road. The ACC shall have the absolute authority to determine from time to time whether a vehicle is operable and, if not, adequately screened from public view. Upon an adverse determination by the ACC, the vehicle shall be removed or otherwise brought into compliance with these Restrictions.

7.8 NO DRILLING OPERATIONS BY OWNER OTHER THAN DECLARANT. No Owner, other than Declarant, may authorize any oil or gas exploration or drilling, oil or gas development operations, oil refining, quarrying, or mineral operations of any kind on any Lot, nor may any Owner, other than Declarant, authorize oil or gas wells, storage tanks, tunnels, mineral excavation, or shafts on any Lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected on any Lot by any Owner, other than Declarant. EACH MEMBER UNDERSTANDS AND AGREES THAT TO THE EXTENT THE MINERALS ASSOCIATED WITH THE PROPERTY HAVE BEEN RESERVED BY OTHERS, DECLARANT HAS NO CONTROL OVER THE LEASING ACTIVITIES OF THESE MINERAL OWNERS OR THE OIL AND GAS EXPLORATION OR PRODUCTION ACTIVITIES OF THEIR LESSEES.

7.13 SIGNS. Signs are not allowed on any Lot except as set forth herein. One sign per Lot will be allowed, not more than four square feet, advertising a Lot for sale or lease. Declarant is permitted to use more signs and larger signs and to erect permanent signs at each entrance to the Property. Signs advertising contractors, subcontractors, or suppliers may be authorized by the Design Guidelines. Political signs may be erected upon a Lot by the Owner of the Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue, or proposal provided that such signs shall not exceed four square feet, shall be erected no more than ninety (90) days in advance of the election to which they pertain, and are removed within five (5) days after the election. Declarant or the Association shall have the right to remove any sign that does not comply with the above, and in doing so shall not be subject to any liability in connection with such removal.

7.14 NO ADVERSE CONDITIONS. No Owner or occupant shall construct any improvements or perform any work that will impair any easement or right-of-way, or do any act or allow any condition to exist which will adversely affect the other Lots or their owners or residents.

7.15 INSURANCE. Each Owner must carry all risk casualty insurance for the full insurable value of the Residence on the Lot. Each Owner must use all insurance proceeds required to properly rebuild in case of a partial loss or damage or, in the case of complete damage, to either rebuild or clear all debris and return the Lot to substantially the natural state, as it existed prior to destruction. Reconstruction must be promptly commenced and diligently pursued to completion (and in any event must be completed within eighteen (18) months). No damaged buildings, including the foundation, shall be allowed to remain on any Lot unless they are to be promptly repaired or restored.

7.16 PROPERTY TAXES. Each Owner shall be responsible for the payment of all ad valorem and other property taxes owing on the Owner's Lot.

7.17 UNDERGROUND UTILITIES. All utility lines and other facilities installed by or for any Owner for electricity, water, cable, telephone, sewer, storm sewer, or other utilities must be installed underground; but this provision shall not apply to above-ground utilities existing on the date hereof and any replacement thereof by Declarant or those otherwise expressly authorized in writing by the ACC.

7.18 NO HUNTING/FIREARMS. No hunting or trapping (except the trapping of varmints) shall be allowed on any Lot. No firearms shall be discharged on any Lot.

7.19 FIRES. Only controlled fires, in compliance with all Applicable Laws, shall be allowed outdoors on any Lot. All fires must be supervised by an adult at all times, and each Owner bears the sole responsibility and risk of any such fires.

7.20 F

ARTICLE 8 -- CONSTRUCTION RELATED RESTRICTIONS

All construction related restrictions are attached hereto and incorporated as fully set forth herein as Exhibit B.

ARTICLE 9 – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

9.1 THE ASSOCIATION. The existence and legitimacy of the Association are derived from this Declaration and the Bylaws of the Association. The Association must be a nonprofit organization, and may be unincorporated or incorporated, as the Association decides from time to time. If the Association is incorporated, the subsequent failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association. The Association is subject to the Texas Business Corporation Act (“TBOC”). Because provisions of this Declaration address issues covered by the TBOC, this Declaration is a “Governing Document” as defined by TBOC, and any such provision herein is a “Bylaw” as defined by TBOC. When

9.7 QUORUM OF MEETING OF OWNERS. Unless the Governing Documents or Applicable Law provide otherwise, any action requiring approval of the Owners may be approved (1) at a meeting by owners of at least a majority of the Lots that are represented at the meeting, provided notice of the meeting was given to an owner of each Lot, or (2) in writing by owners of at least a majority of all Lots, provided the opportunity to approve or disapprove was given to an owner of each Lot.

9.8 SUSPENSION OF VOTING RIGHTS. All voting rights of an Owner may be suspended by the Association during any period in which such Owner is delinquent in the payment of any duly established assessment or is otherwise in default and/or violation of these Restrictions, under the Bylaws of the Association, and/or the Rules and Regulations. An Owner's whose voting rights have been suspended shall not be counted for purposes of reaching a quorum or majority.

9.9 REGISTRATION WITH THE ASSOCIATION. Such that Declarant and the Association can properly determine voting rights and acquaint every Lot purchaser and every Owner with these Restrictions and the day-to-day matters of the Association, each Owner shall have an affirmative duty and obligation to originally provide, and

directors may authorize or direct officers of the Association, who serve at the pleasure of the board, to implement its decisions.

10.2 ACTION BY THE ASSOCIATION. Unless otherwise specifically set forth herein, all actions required to be taken by the Association shall be taken by the Association through the actions of the Board, and all action which may be taken by the Association, within its discretion, may be taken through the action of the Board.

10.3 MANAGERS. The Board may delegate the performance of certain functions to one or more managers or managing agents for the Association. Notwithstanding a delegation of its functions, the Board is ultimately responsible to the members for governance of the Association.

10.4 ARRANGEMENTS WITH OTHER ASSOCIATIONS. The Association may participate in contractual arrangements with other property owners associations or with owners or operators of nearby property for products, services, or opportunities that the Association deems to be in the best interests of the Association's members, such as to consolidate similar maintenance programs while providing consistency and economy of scale. Common funds of the Association may be used to pay the Association's pro rata share of the contractual arrangements.

10.5 POWERS AND DUTIES OF BOARD.

(a) By way of example and not by limitation, the Board shall have the right, power and duty to provide, and shall payout on behalf of the Association, from the assessments provided for herein, the following:

- (1) Maintenance, care, preservation, and repair of the Common Area and the furnishing and upkeep of any desired personal property for use in the Common Area;
- (2) Any private trash and garbage collection service provided by the Association;
- (3) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Area only;
- (4) Any security arrangements;
- (5) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or a separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designed by the Board;
- (6) Legal and accounting services; and
- (7) Any other materials, supplies, furniture, labor, service, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(b) Without limiting the foregoing, the Board shall have the following additional rights, powers and duties:

- (1) To

- (3) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or secured by such assets of the Association as deemed appropriate by the lender and the Association;
- (4) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;
- (5) To protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;
- (6) To make available to each Owner within ninety (90) days after the end of each year an annual report;
- (7) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;
- (8) To enforce the provisions of this Declaration and any rules made hereunder and to fine, enjoin and/or seek damages from any Owner for violation of such provisions or rules.

10.6 RULES AND REGULATIONS. The Board may promulgate the Rules and Regulations. The Rules and Regulations, as promulgated and amended from time to time, are incorporated into this

to pay to the Association regular assessments and special assessments as provided for in this Declaration, and covenants to the enforcement of payment of the assessments and the lien of the Association as hereinafter provided. Such assessments shall be fixed, established, and collected from time to time as provided by the Association. The regular and special assessments, together with any interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge upon the Lot and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with any interest and costs of collection thereof, including reasonable attorney's fees, shall also be a personal obligation of the Owner at the time when the assessment became due. Such personal obligation shall not pass to the Owner's successors in title unless expressly assumed by them, but shall pass as a lien upon the applicable Lot. No Lot shall be assessed until conveyed by Declarant to an Owner. The following real property, being otherwise subject to this Declaration, shall be exempted from all assessments, charges, and liens created herein: (a) all Lots and/or other real property owned by Declarant, (b) all property dedicated to and accepted by any public authority and devoted to public use; (c) all Common Areas; and (d) all property exempted from taxation by the laws of the State of Texas upon the terms and to the extent to such legal exemption.

11.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used

- (a) ENFORCEMENT BY SUIT. The Association may cause a suit at law to be commenced and maintained in the name of the Association against an Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the highest legal rate from the date of delinquency, plus court cost, and reasonable attorney's fees.
- (b) ENFORCEMENT BY LIEN. There is, to the fullest extent permitted by law, hereby created and granted a lien, with the power of sale, on each Lot to secure payment to the Association of any and all assessments levied against all Owners of such Lots under these Restrictions and all damages owed by any Owner to the Association, however incurred, together with interest thereon at the highest legal rate from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time after the occurrence of any default in payment of any such assessment, the Association, or any authorized representative, may, but shall not be required to, make a written demand for payment to the defaulting Owner, on behalf of the Association. The demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid after delivery of such demand, or even without such a written demand being

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

11.8 ALTERNATIVE PAYMENT SCHEDULE GUIDELINES. It is the policy of the Association that any agreement entered into by and between the Association and any Owner shall comply with Section 209.0062, Texas Property Code and the following terms and conditions:

- (a) Upon the request of an Owner, the Board shall approve a plan whereby the Owner shall be authorized to enter into an "Alternative Payment Schedule Plan" ("Payment Plan"), and make partial payments of any regular assessment, special assessments, and/or any other amount owed to the Association over such period of time as may be agreed upon between the Association and the Owner, but in no event shall the Payment Plan be for a period of time of less than three months.
- (b) Any Payment Plan entered

title company insuring title to any portion of the Property and shall fully protect any purchaser or lender in connection therewith.

12.3 PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold property, tangible and intangible, real and personal, in the name of the Association, for the use and benefit of all Owners and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be owned by the Owners, and their interest therein shall not be transferable; however, the interest of an Owner shall be deemed to be transferred upon the transfer of title to the Owner's Lot, including foreclosure.

ARTICLE 13 – RIGHTS OF DECLARANT

During the Development Period, Declarant hereby specifically excepts, excludes, and reserves the following rights and interests in the Property:

13.1 AMENDMENTS. Declarant shall have the right to amend this Declaration and each amendment shall apply to all of the Property, whether owned by Declar

reservation period. Declarant, however, may unilaterally change any reservation period by amending this Declaration. To document the end of a reservation period, Declarant may (but is not required to) execute and publicly record a notice of termination of the period.

ARTICLE 14 - INSURANCE AND INDEMNIFICATION

14.1 ASSOCIATION INSURANCE.

- (a) The Association is vested with the authority to and shall obtain and maintain in full force and effect commercial general liability insurance and such other insurance, as it deems necessary or desirable. All such insurance shall be obtained from responsible companies duly authorized and licensed to do business in the State of Texas. To the extent possible, the insurance shall provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees, agents and Owners and provide that the policy of insurance shall not be terminated, canceled, or substantially modified without

14.7 INDEMNIFICATION. EACH BOARD MEMBER, OFFICER, DIRECTOR, ACC OR OTHER COMMITTEE MEMBER, OR AGENT OF THE ASSOCIATION SHALL BE INDEMNIFIED BY THE ASSOCIATION AGAINST ALL EXPENSES AND LIABILITIES, INCLUDING ATTORNEY'S FEES, REASONABLY INCURRED BY OR IMPOSED UPON HIM IN ANY PROCEEDING TO WHICH HE MAYBE A PARTY, OR IN WHICH HE MAY BECOME INVOLVED, BY REASON OF HIS BEING OR HAVING BEEN A BOARD MEMBER, OFFICER, DIRECTOR, COMMITTEE MEMBER, OR AGENT OF THE ASSOCIATION; PROVIDED, HOWEVER, THAT (A) IN THE CASE OF DECLARANT OR ANY AFFILIATE ENTITY OF DECLARANT, OR ANY OFFICER, DIRECTOR, OR EMPLOYEE OF DECLARANT OR ANY AFFILIATE, THIS INDEMNIFICATION SHALL NOT APPLY IF DECLARANT OR ANY AFFILIATE OR THE INDEMNIFIED OFFICER, DIRECTOR, OR EMPLOYEE OF DECLARANT OR ANY AFFILIATE IS ADJUDGED GUILTY OF GROSS NEGLIGENCE OR MALFEASANCE IN THE PERFORMANCE OF ITS OR HIS OBLIGATIONS HEREUNDER, AND (B) IN THE CASE OF ANY OTHER INDEMNIFIED PARTY, THIS INDEMNIFICATION SHALL BE APPLICABLE ONLY AS SET FORTH IN THE BYLAWS OF THE ASSOCIATION.

15.4.1 PUBLIC STREETS. As to public streets, the Association is specifically authorized (1) to accept from a public or quasi-public body any delegation of street-related duties, and (2) to act as attorney in fact for the owners in executing instruments required by Applicable Law to impose, modify, enforce, or remove restrictions or traffic devices (such as speed bumps) on public streets in the Property.

15.4.2 PRIVATE STREETS. Only if and when the Property has private streets, the Association is specifically authorized to adopt, amend, repeal, and enforce rules, regulations, and procedures for use of the Property's private streets, such as, without limitation, (1) establishing and enforcing speed limits, (2) location, use, and appearance of traffic control devices, such as signs and speed bumps, (3) designation of parking or no-parking areas, (4) limitations or prohibitions on curbside parking, (5) removal or prohibition of vehicles that violate applicable rules and regulations, (6) fines for violations of applicable rules and regulations, and (7) programs for controlling access through entrance and emergency access gates, if any.

15.5 RIGHTS OF COUNTY/CITY. The City and County, including their agents and employees, have the right of immediate access to the Common Areas

APPROVAL, A GOVERNMENTAL ENTITY MAY REQUIRE A PLAT NOTE THAT NOT ONLY DISAVOWS THE ENTITY'S LIABILITY FOR FLOOD DAMAGE, BUT CONVEYANCE IS REQUIRED BY THE DISTRICT OR ENTITY, OR IF THE BOARD DEEMS SUCH A CONVEYANCE TO BE IN THE BEST INTEREST OF THE ASSOCIATION. THE ASSOCIATION MAY ACCEPT OR CONVEY A REAL PROPERTY INTEREST IN A COMMON AREA FROM OR TO, AS THE CASE MAY BE, A PRIVATE PERSON IF THE CHANGE OF OWNERSHIP DOES NOT RESULT IN A SIGNIFICANT CHANGE OF LAND USE AND IF THE CONVEYANCE IS APPROVED BY OWNERS REPRESENTING AT LEAST A MAJORITY OF VOTES IN THE ASSOCIATION. ANY OTHER CONVEYANCE OF COMMON AREAS, EXCEPT TO AND FROM DECLARANT, OR FROM A BUILDER, MUST BE APPROVED BY OWNERS OF AT LEAST TWO-THIRDS OF THE LOTS. PROPERTY INTERESTS CAPABLE OF CONVEYANCE INCLUDE, WITHOUT LIMITATIONS, FEE TITLE TO ALL OR PART OF A COMMON AREA, AN EASEMENT ACROSS REAL PROPERTY, AND A LEASE OR LICENSE OF REAL PROPERTY.

ARTICLE 16 -- GENERAL PROVISION

and does not constitute an amendment of the Governing Document. If such a Notice is issued, the Association will notify Owners of its existence and will make it available to Owners as a record of the Association. This provision may not be construed to give the Board unilateral amendment Powers, nor to prevent an amendment of a Governing Document to achieve the same purpose.

16.5 COMPLAINTS BY OWNER. If any Owner believes any other Owner is in violation of this Declaration, he or she may so notify such Owner in writing, explaining the reasons for such complaint. If the Owner fails to remedy the alleged violation in ten (10) days after delivery of such notice, a complaint may be transmitted in writing to the President of the Association, who shall thereupon notify the Board. The Board shall have the right (but not the obligation or duty) to institute appropriate legal action, at law or in equity, to enforce this Declaration, and may recover its reasonable expenses, including attorney's fees. Without limiting the foregoing, the Association may take such other action as it deems necessary to cure the Owner's violation and the cost expended by the Association in doing so shall be a charge and lien upon the subject Lot.

procedures (the commercial dispute resolution procedures to be referred to as the “Rules”). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a proper demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator’s discretion) any prehearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Texas and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action, as the arbitrator deems necessary to the same extent a judge could pursuant to the Texas Rules of Civil

16.16 NOTICES. 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, certified mail, return receipt requested, addressed to the Owner at the Lot or such other address and Owner has registered with the ACC.

16.17 LIBERAL INTERPRETATION. The terms and provisions of each Governing Document are to be liberally construed to give effect to the purposes and intent of the Governing Document. All doubts regarding a provision in any Governing Document or Applicable Law, including restrictions on the use or alienability of property, will be resolved in the following order of preferences, regardless which party seeks enforcement: first to give effect to Declarant's intent to protect Declarant's interests in the Property; second to give effect to Declarant's intent to direct the expansion, build-out, and sell-out of the Property; third to give effect to Declarant's intent to control governance of the Association for the maximum permitted period; then in favor of the operation of the Association and its enforcement of the Governing Documents for the benefit of owners collectively; and finally to protect the rights of individual owns.

16.18 RESERVATION OF RIGHTS. Declarant hereby reserves for itself each

controlling provisions Texas Property Code § 202.018, the Association shall have no authority to enforce such provisions and the provisions of this policy shall hereafter control.

ARTICLE 18 – EMAIL REGISTRATION POLICY

The Declarant hereby adopts this policy to establish a means by which members of the Association might register and maintain their email addresses for the purpose of receiving certain required communications from the Association. Should the Association maintain a community website capable of allowing Owners to register and maintain an email address with the Association then the Owner is responsible for registering and updating whenever necessary such email address so that the Owner can receive email notifications of certain required communications from the Association. Should the Association not maintain a community website, and then the Association shall provide each Owner with an Official Email Registration Form so that the Owner might provide to the Association an email address for the purpose of receiving email notifications of certain required communications from the Association. It

- (c) APPROVAL CONDITIONS. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:
- (i) The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ACC.
 - (ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.
 - (iii) The Rain System Device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.
 - (iv) There is sufficient area on the Owner's lot to install the Rain System Device, as reasonably determined by the ACC.

state and federal laws.

20.2 PROCEDURES AND REQUIREMENTS

- (a) APPROVAL APPLICATION. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the Property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole ("Flagpole Application"). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.
- (b) APPROVAL PROCESS. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required herein, which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association must be approved in

- (g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed;
- (h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and
- (i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

ARTICLE

Association will not be approved despite compliance with this Section. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request. Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii

- (c) LATE FEES AND INTEREST. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee per month and/or interest at the highest rate allowed by applicable usury laws then in effect or what is specified in the Restrictions on the amount of the Assessment from the late date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- (d) LIABILITY FOR COLLECTION COSTS. The defaulting Owner is liable to the Association for the cost of title reports, assessment liens, credit reports, certified mail, long distance calls, court

22.5 COLLECTION PROCEDURES.

- (a) DELEGATION OF COLLECTION PROCEDURES. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent an attorney, or a debt collector.
- (b) DELINQUENCY NOTICES. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- (c) VERIFICATION OF OWNER INFORMATION. The Association may obtain a title report to determine the names of the Owners.
- (d) NOTIFICATION OF CREDIT BUREAU. The Association may report the defaulting Owner to one or more credit reporting services.
- (e) COLLECTION BY ATTORNEY. If the Owner's account remains delinquent the Association may refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney,

collect Assessments under the Association's Restrictions and the laws of the State of Texas.

- (b) LIMITATIONS OF INTEREST. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed

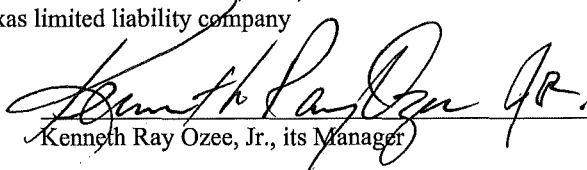
23.4 RECORDS RETENTION. The Association shall keep the following records for at least the time periods stated below:

- (a) PERMANENT: The Articles of incorporation or the Certificate of Formation, the Bylaws and the Restrictions, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner of the Association.
- (b) FOUR (4) YEARS: Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
- (c) FIVE (5) YEARS: Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.
- (d) SEVEN (7) YEARS: Minutes of all meetings of the Board and the Owners. Financial books and records produced in the ordinary course of business, tax returns, and audits of the Association.
- (e) GENERAL RETENTION INSTRUCTIONS: “Permanent” means records which are not to be destroyed. Except for contracts with a term of one (1) year or more, a retention

DECLARANT:

COYOTE CROSSING GODLEY, LLC,
a Texas limited liability company

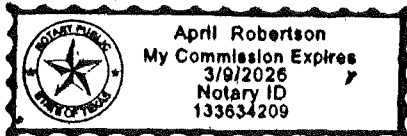
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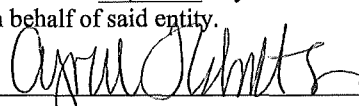

Kenneth Ray Ozee, Jr., its Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF PARKER §

This instrument was acknowledged before me on this the 18th day of March 2024 by Kenneth Ray Ozee, Jr., as Manager of Coyote Crossing Godley, LLC, on behalf of said entity.



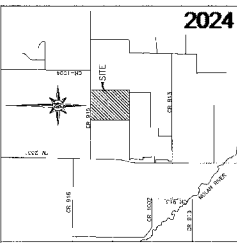

Notary Public, State of Texas

RETURN TO:

COYOTE CROSSING GODLEY, LLC
Attn: Kenneth Ray Ozee, Jr.
P.O. Box 1326
Aledo, Texas 76008

PLAT OF COYOTE CROSSING – PHASE III

[To Follow]



WHEREAS, COYOTE CROSSING GODLEY, LLC, a Texas limited liability company, is the owner of the herein described property to wit:

BEING a 120.773 acre tract of land situated in the Johnson County School Land Survey, Abstract Number 437, in the City of Godley, Johnson County, Texas, and being that certain tract of land described by deed to DKO Ranches LLC, a Texas limited liability company, as recorded under Document Number 2019-15681, Official Public Records, Johnson County, Texas (O.P.R.C.T.), and being more particularly described by notes and bounds as follows:

BEGINNING at a PK nail set for the northwest corner of the herein described tract, being the northwest corner of Dillon Creek, an addition to Johnson County, Texas, according to the plat thereof recorded in Volume 9, Page 173, Plat Records, Johnson County, Texas (P.R.J.C.T.), lying in the south line of that certain tract of land described by deed to Winford Gayland Hubbard and wife, Virginia Sue Hubbard, as recorded recorded in Volume 1533, Page 492, Deed Records, Johnson County, Texas (D.R.J.C.T.), said point lying in and near the center of County Road 915, being a prescriptive right-of-way;

EXHIBIT B – CONSTRUCTION RELATED RESTRICTIONS

9. CONSTRUCTION CLEAN-UP. From time to time during construction as required to maintain a neat and orderly appearance, and upon completion of construction, the Owner of the Lot will be responsible for the removal of any trash or debris that may have been thrown, placed, or discarded on any part of the Lot or on any other Lot if the trash or debris originated at the Owner's Lot.

dam any creek or seasonal creek. No party may impound water without ACC approval or in any setback or in a manner which would violate any Applicable Law or could affect the safety or do harm to life and property downstream should the impoundment break. A small pond may be allowed if approved

29. EXTERIOR HOME COLORS. Exterior home colors must be approved by the ACC. The ACC shall promulgate a swatch of acceptable home colors. Preferred color finishes include subdued earth or natural tones. For both new construction and changes to existing Residences, proposed masonry products and paint swatches must be submitted to the ACC for approval.

30. SOLAR DEVICES. Except as otherwise permitted at law, all solar devices must be approved by Declarant.

31. PLANNED DEVELOPMENT. All improvements constructed on any Lot shall comply with all requirements of the applicable Planned Development as set forth on Exhibit D hereto. In the event of a conflict between this Exhibit B and Exhibit D hereto, Exhibit D shall control.

EXHIBIT C – COLLECTIONS POLICY SCHEDULE

[To Follow]

COLLECTIONS POLICY SCHEDULE

THIS POLICY IS EFFECTIVE ON THE FILING OF THE RESTRICTIONS AND REPLACES ANY AND ALL PRIOR COLLECTION POLICIES. The following actions are performed to collect on delinquent accounts. The charges assessed to an owner's account for certain collection action noted below are subject to change without notice. Monthly late and handling fees are assessed to delinquent accounts according to the notification on the billing statement and a monthly past due letter with account analysis or a late statement is mailed.

Check Here	Collection Step	Approximate Day of Delinquency Each Step is Taken	Notes
	Past due letter with account analysis or a late statement	----10 th ----	An initial letter with an account analysis is mailed after the first month of fees are charged to a past due account. Additional late statements are mailed monthly when late fees are charged.
	Utility cut-off notice	---N/A---	This action is taken only if the association has common meters and it is permitted in their documents.
	Initial collection letter	---30 to 45---	This letter is mailed by regular & certified mail & a \$10.00 processing fee charged to the owners account. This letter allows the owner thirty

EXHIBIT D – PLANNED DEVELOPMENT REQUIREMENTS

1. The zoning of the Property is PD (Planned Development) for Residential Single-Family 7.2 (RS-7.2) uses.
2. Coyote Crossing – Phase III will include a total of 158 Residential Lots and 6 HOT/Detention Lots. Lots are to be approximately at least ½ of an acre in size and will contain an approximate 70-foot by 70-foot building pad site.
3. Declarant will provide a geotechnical report, final plat, construction plans, HOA management agreement, CCRs, and cluster mailboxes.
4. One open space lot is proposed in Coyote Crossing, which will be maintained by the HOA as a common maintenance expense.
5. Decorative lighting will be added down the entry of the subdivision, and to utilities bills for this lighting will be paid by the HOA as a common maintenance expense.
6. Minimum roof pitch on all houses will be 8:12; all roof stacks shall be painted and blended to roof color.
7. Each Lot shall contain one residential structure with a minimum contiguous, interior living (air conditioned) area square footage of 1,800 square feet, exclusive of garages, porches, or patios. The footprint for 2-story houses must be at least 1,600 square feet, exclusive of

Johnson County
April Long
Johnson County
Clerk

Instrument Number: 2024 - 7391

eRecording - Real Property

Declaration

Recorded On: March 18, 2024 03:30 PM

Number of Pages: 53

" Examined and Charged as Follows: "

Total Recording: \$229.00

******* 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: 2024 - 7391
Receipt Number: 20240318000138
Recorded Date/Time: March 18, 2024 03:30 PM
User: Honor C
Station: CCL45

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.**