

**DECLARATION OF COVENANTS AND  
RESTRICTIONS  
FOR PARK PLACE**

At the Board Meeting dated December 28, 2017

STATE OF TEXAS           §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF FAYETTE §

THAT BLUFF JOINT VENTURE, a Texas Joint Venture, of La Grange, Fayette County, Texas property owners, of the land described on the plat referred to in Section 1.23 below (the "Land"), establishes and adopts the covenants, restrictions, reservations and conditions set forth below (collectively called the "Declaration") as a uniform plan for the use, development, improvement and sale of the Land or any portion thereof. Every contract, deed or other instrument hereafter executed covering the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to this Declaration, regardless of whether or not this Declaration is set out in full or incorporated by reference in said contract, deed or other instrument.

**ARTICLE I.**

**DEFINITIONS**

The terms used in this Declaration shall have the following meanings.

**Section 1.1. Architectural Committee** "Architectural Committee" shall mean the Committee provided for in Article III of this Declaration.

**Section 1.2. Assessment** "Assessment" shall mean a Common Assessment; a Special Assessment or a Reimbursement Assessment, as hereinafter defined.

**Section 1.3. Association.** "Association" shall mean the Park Place Homeowners Association, Inc. A Texas nonprofit corporation now existing, the Members of which shall be the Owners of the Lots.

**Section 1.4. Board.** "Board" shall mean the Board of Directors of the Association

**Section 1.5. Bylaws** "Bylaws" shall mean the bylaws of the association.

**Section 1.6. Common Area** shall mean all of Park Place, except Lots One (1) through Seventeen ("Common Areas")

**Section 1.7. Common Assessments.** "Common Assessments" shall mean the Assessments made for the purpose of covering the portion of the annual costs of operating the Common Areas, including expenses incurred in connection with any authorized function of the Association which should be paid by each Owner to the Association for the purposes provided herein and charged to such Owner and to the Lots of such Owner.

**Section 1.8. Declaration.** "Declaration" shall mean this instrument as it may be amended from time to time.

**Section 1.9.** OPEN for future use

**Section 1.10. Election Date.** "Election Date" shall have the meaning set forth in Section 6.4 hereof

**Section 1.11. Exterior Portion.** "Exterior Portion" shall mean (i) the exterior portion of a residence constructed on a Lot, including without limitation, roofs, fencing and building surfaces and materials, and (ii) the portion of such Lot not covered by a single family residence and which portion is visible at ground level from any Common Areas or at ground level from any other Home or Residence.

**Section 1.12. Improvements.** "Improvements" shall mean all structures and any appurtenances thereto of every type or kind, including but not limited to buildings outbuildings, swimming pools, recreational facilities, utilities (including utility lines), patio covers, awnings, garages, carports, driveways, fences, screening, walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees (and trees to be removed) and shrubs, poles, signs, exterior tanks, solar energy equipment, exterior air conditioning and water softener equipment, exterior lighting, recreational equipment or facilities, radio or television antenna and microwave television antenna, the demolition or destruction by voluntary action of any building or structure on the Lots, the grading, excavation, filling or similar disturbance of the surface of any Lot, including without limitation change in grade.

**Section 1.13. Land** "Land" shall mean that certain tract or parcel of land containing 3.406 acres out of the David Berry League, A-15, La Grange, Fayette County, Texas, such tract or parcel of land being the tract of land described on the Plat referred to in Section 1.23 below.

**Section 1.14. Lot.** "Lot" shall mean each of the lots created by the Plat.

**Section 1.15. Maintenance Fund.** "Maintenance Fund" shall mean any accumulation of the Assessments collected by the Association pursuant to Article VIII hereof.

**Section 1.16. Member.** "Member" shall mean a member of the Association, as more particularly described in Article III hereof.

Section 1.17. Mortgage. "Mortgage" shall mean a mortgage, deed of trust or other instrument executed by an Owner, duly recorded in the Official Public Records of Real Property of Fayette County, Texas, and creating a lien or security interest encumbering a Lot, Home or Residence and securing the repayment of a loan.

Section 1.18. Mortgagee. "Mortgagee" shall mean the person who holds a Mortgage as security for a repayment of a loan.

Section 1.19. Notice of Completion. "Notice of Completion" shall mean written notice to the Architectural Committee of the completion of any Improvement pursuant to Article III of this Declaration.

Section 1.20. Owner. "Owner" shall mean any record Owner whether one or more persons or entities, of fee simple title to any Lot which is part of Park Place, but excluding those having such interests merely as security for the performance of any obligation or the buyer of a Lot under executory contracts of sale.

Section 1.21. Home or Residence. "Home or Residence" shall mean a single family residence constructed or to be constructed on a Lot provided however, if a residence unit has not been constructed on a Lot, the term "Residence" shall mean such Lot.

Section 1.22. Person. "Person" shall mean a natural person, a corporation, a partnership or any other entity.

Section 1.23. Plat. "Plat" shall mean the Plat of Park Place such plat being recorded in Volume 321, Page 64 and as amended of the Map Records of Fayette County, Texas.

Section 1.24. Park Place. "Park Place" shall mean the Land, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto.

Section 1.25. Reimbursement Assessment. "Reimbursement Assessment" shall mean (i) a charge against a particular Owner and his Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association in curing any violation, directly attributable to the Owner, of this Declaration or the Rules and Regulations pursuant to Article VI hereof for maintenance, repairs and replacements to the Common Areas, or (ii) a charge, fee or penalty against an Owner or his Lot for failure to complete Improvements or otherwise comply with time limits set by this Declaration or the Association.

Section 1.26. Replacement Reserve Fund. "Replacement Reserve Funds" shall mean the reserve fund established pursuant to Article IV hereof for maintenance, repairs and replacements to the Common Areas.

Section 1.27. Rules and Regulations. "Rules and Regulations" shall mean the rules adopted from time to time by the Association concerning the management and administration of Park Place for the use and enjoyment of the Owners.

Section 1.28. Special Assessment. "Special Assessment" shall mean a charge against each Owner and such Owner's Lot representing a portion of the costs to the Association for the purposes described in Section 8.3 hereof.

## ARTICLE II.

### USE RESTRICTIONS

Section 2.1. Residential Purposes. Each Lot shall be used only for residential purposes, and each Home or Residence constructed on a Lot shall be deemed to be used for residential purposes when it is used to house persons of a single family and their belongings, without regard to whether the persons are owners of the Home or Lot or occupy the Home or Residence pursuant to a rental, leasing, purchase or other arrangement. Except for the leasing or rental of any Residence or Home on a Lot, no Home or Residence shall be used for any commercial, business or professional purposes, nor for public religious purposes. The use of a Home or Residence for the maintenance of a personal or professional library, for the keeping of personal records, personal business records or professional records or personal accounts, or for the handling of personal business or professional telephone calls or correspondence shall not be deemed to be in violation of this provision; but consultation with clients or customers at a Home or Residence is prohibited.

Section 2.2. Age Restriction. Park Place is intended to provide housing primarily for persons 55 years of age or older. The Properties shall be operated as an age restricted community in compliance with all applicable state and federal laws. No person under 19 years of age shall stay overnight in any Dwelling Unit for more than 90 days in any calendar year. Each Residence, if occupied, shall be occupied by at least one Person 55 years of age or older; provided, however, that once a Residence is occupied by an Age-Qualified Occupant, other Qualified Occupants of that Residence may continue to occupy the Residence, regardless of the termination of the Age-Qualified Occupant's occupancy. The Board shall establish policies and procedures from time to time as necessary to maintain its status as an age restricted community under state and federal law.

Section 2.3. Nuisance or Offensive Activities Prohibited. No noxious, dangerous or offensive activities of any sort shall be permitted, nor shall anything be done in any Home or Residence or in any Common Areas which shall be or may become an annoyance or nuisance to the other Owners, nor shall any loud or disturbing noises be emitted from any Home or Residence in such a manner as to be an annoyance or to be objectionable to another Owner.

Section 2.4. Portable Facilities and Temporary Structures. In no event may a particular construction project locate temporary storage facilities or portable toilets on any Lot beyond the shorter of the following periods: (i) six (6) months after construction is commenced, or (ii) after essential completion of Improvements has occurred (being when the Exterior Portion of the Home under construction is completed or the garage facility is available for use as a storage area). All temporary

structures must be removed within ten (10) days after the right of use terminates. The Association may prescribe appropriate fees or penalties for completion delays. Such fees shall be subject to a Reimbursement Assessment.

**Section 2.5. Insurance Premiums Not Affected by Owner's Use.** Nothing shall be done in or kept in or on any Lot, Home or Residence or Common Areas which could or may increase the rate of insurance or result in on-insurability for Park Place or any Home or Residence, or cause the cancellation, suspension, modification or reduction of such insurance. If by person of the occupancy or use of any Home or Residence by any Owner, the rate of insurance on all or any portion of the remainder shall be increased, such Owner shall be personally liable to the Association for such increase. Such damages shall be payable to the Association as a Reimbursement Assessment for the benefit of any Owners and Association, as their respective interests may appear.

**Section 2.6. No Mineral Exploration.** No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Lots or Common Areas.

**Section 2.7 Compliance with Laws.** Each owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of his Home or Residence and with the provision hereof, and the Bylaws and Rules and Regulations promulgated hereunder.

**Section 2.8. Temporary Structures.** No structure of a temporary character, trailer, shed, tent, shack, garage, barn, out building or pre-constructed storage facility shall be permitted on any Lot at any time; provided, however, this provision is subject to Section 2.3 hereof.

**Section 2.9. Animals and Pets.** No animal's confined, snakes, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats, birds or other common household pets, provided they are not kept, bred or maintained for any commercial purposes. Limit of two household pets per Lot. All animals will be on a leash or in a fenced enclosure.

**Section 2.10. Antennas.** Without the written authorization of the Association, no exterior television or radio antennas, satellite dishes or other receiver facilities shall be placed, allowed or maintained on any Lot or any portion of the Exterior Portion of a Home or Residence, nor upon any Common Areas.

**Section 2.11. New Construction.** All Homes or Residences constructed on the Lots shall be of new construction and conform to all matters covered by and provided for in this Declaration. Improvements must be completed within one (1) year after construction is commenced. The Association may set appropriate fees or penalties for failure to complete Improvements within a designated period of time.

**Section 2.12. No Outdoor Drying of Clothes.** Outdoor drying of clothes shall not be permitted on the Lots or within the Common Areas.

**Section 2.13. Trash Removal.** All rubbish, trash or garbage on any Home or Residence (or Improvements under construction) until removed by the Association or its contracted disposal shall be kept in an appropriate receptacle in an area screened or protected by a fence so that it cannot be seen from the street or another Lot, and shall be regularly removed from Homes or Residences and shall not be allowed to accumulate thereon.

**Section 2.14. Parking.** No vehicle, including but not limited to passenger cars, trucks, pick-up trucks, boats, motorboats, motorcycles, golf carts, sailboats and other sport, vehicle, motor homes, trailers of any type, recreational equipment that is motorized and any other motorized units such as buses, construction equipment or tractors, ("Vehicles"), shall be parked on a driveway (except passenger vehicles may be parked in driveways), on Common Areas or on any Lot except for emergency purposes. Vehicles may be parked in designated common parking areas, on a temporary and not on a semi-permanent or permanent basis. Parking on the streets or common area is prohibited.

**Section 2.15. Lot Maintenance.** The Owner or occupants of all Lots shall at all times keep such Lot or Lots in a sanitary, healthful and attractive condition and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incidental to construction of Improvements thereon as herein permitted by this Declaration. The burning of any garbage, trash or rubbish is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Association or its assigns may, without being under any duty to so do, in trespass or otherwise, enter upon said Lot and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such lot for the cost of such work, which charge shall be considered a Reimbursement Assessment. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such Reimbursement Assessment immediately upon receipt of a statement therefor.

**Section 2.16. Association Exemption.** The foregoing covenants and restrictions of this Article II shall not apply to the activities of the Association or its appointed representatives and agents, it being recognized that such covenants and restrictions shall not prohibit the reasonable use by the Association (or its appointed representatives and agents) of all common Areas in any manner necessary with respect to the Association's duties.

**Section 2.17. Common Areas.** The common Areas shall be used only for street and recreational purposes, and for purposes reasonably connected therewith or related thereto. No residential, professional, religious, business or commercial use shall be made of the Common Areas or any portion thereof, provided, however, the Association may prescribe rules and regulations for the use of the Common Areas.

## ARTICLE III.

### ARCHITECTURAL COMMITTEE AND APPROVAL OF CONSTRUCTION

Section 3.1. Approval of improvements. Improvements of any kind that will be visible at ground level or from any other Home, Residence or Common Area shall not be erected, placed or constructed, nor shall any change be made in placement, design or construction of the Exterior Portion of any Home or Residence or other Improvement after original construction, on any portion of the Land until the final plans for such Improvements have been submitted to and approved in writing by the Architectural Committee (construction plans and specifications for Improvements are referred to herein as the "Plans").

Section 3.2. Membership of Committee. The Architectural Committee shall consist of three (3) members, all of whom shall be appointed by the Board of Directors and such members may be removed at any time by the Board or until their resignation or removal by the Board. The Association may, at any time, and from time to time, change the authorized number of members of the Architectural committee, but the number of members shall always be an odd number and shall not be less than three (3).

Section 3.3. Address of Committee. The address of the Architectural Committee shall be at the principal office of the Association or such address as the Association may designate.

Section 3.4. Submission of Plans. Prior to commencement of construction of any Improvements or revision thereof (including, without limitation, any modification, alteration or replacement of Improvements in existence on a Lot or on such Lot prior to casualty damage, but excluding any repair, replacement improvement conforming, in all material respects, with previously approved Plans or Improvements), the Owner proposing such Improvements shall submit to the Architectural Committee at its designated office, as the case may be, two copies of such Plans for Improvements (including descriptions, surveys, plot plans, drainage plans, elevation drawings, landscape plans (which shall identify any substantial trees that will be removed), construction plans, specifications and samples of materials and colors and such other details as the Architectural Committee shall reasonably request) showing the nature, kind, shape, height, width, color, materials and location of the proposed Improvements. The Owner shall be entitled to receive a receipt for the same from the Architectural Committee or its authorized agent. The Architectural Committee may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvements. Until receipt by the Architectural Committee of all required materials in connection with the proposed Improvements, the Architectural Committee may postpone review of any materials submitted for approval.

Section 3.5. Criteria For Approval. The Architectural Committee shall approve any proposed Improvements only if it deems in its reasonable discretion that the Improvements in the location indicated will not be detrimental to the appearance of the surrounding areas of Park Place as a whole; that the appearance of the proposed improvements will be in harmony with the surroundings areas of

Park Place including without limitation, quality of materials, colors and location with respect to topography and finished grade elevation; that the Improvements will comply in the sole judgement of the Architectural Committee with the provisions of this Declaration, including, without limitation, set-back requirements, landscaping, fences height and minimum square footage, and any applicable Plat, restriction, ordinance, governmental rule or regulation; and that the Improvements will not detract from the beauty, wholesomeness and attractiveness of Park Place or the enjoyment thereof by Owners. The Architectural Committee may condition its approval of any proposed Improvements upon the making of such changes therein as the Architectural Committee may deem appropriate and may set the time frame within – which such Improvements must be finished to avoid fees or penalties for delayed completion; provided the time limit for completion of any new Home or Residence on a Lot shall never be set at less than six (6) months from and after the commencement of construction.

**Section 3.6. Committee Guidelines or Rules.** The Architectural Committee may from time to time issue guidelines or rules relating to the factors which will be taken into consideration in connection with the approval of any proposed Improvements under Section 3.5. above.

**Section 3.7. Architectural Review Fee.** The Architectural Committee may, in its guidelines or rules, provide for the payment of a fee to accompany each request for approval of any proposed Improvements. The Architectural Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvements or that the fee shall be determined in any thereof reasonable manner, such as based upon the reasonable cost of the proposed Improvements.

**Section 3.8. Decision of committee.** The decision of the Architectural Committee shall be made within thirty (30) days after receipt by the Architectural Committee of all materials required by the Architectural Committee. The decision shall be in writing and, if the decision is not to approve proposed Improvements, the reasons therefor shall be stated. The decision of the Architectural Committee shall be promptly transmitted to the Owner at the address furnished by the Owner to the Architectural Committee.

**Section 3.9. Failure of Committee to Act on Plans.** Any request for approval of proposed Improvements shall be deemed approved, unless written disapproval is transmitted to the Owner by the Architectural Committee within thirty (30) days after the date of receipt by the Architectural Committee, of all required materials (which date shall be evidenced by the Architectural Committee's issuing a receipt to the Owner confirming that all required materials have been received by the Architectural Committee).

**Section 3.10. Appeal from the Decision of the Architectural Committee.** If the Architectural Committee denies or refuses approval of proposed Plans and Improvements for a Home or Residence or any other Improvements of a Lot, the decision of the Architectural Committee shall be final and binding on all persons; provided, however, any party seeking approval from the Architectural Committee may appeal to the Board of Directors for relief if the Committee's disapproval is patently arbitrary and capricious. Such party's right to appeal for injunctive, relief shall be the sole and exclusive remedy of such party against the Architectural Committee and its members, and in no event Shall the Architectural Committee or any member thereof be liable to such party or any other party for damages.



**Section 3.11. Prosecution of Work after Approval.** Approved Improvements shall be completed as promptly and diligently as possible and in strict conformity with the Plans and Improvements submitted to the Architectural Committee. Failure to complete the proposed Improvements within one (1) year after the date of approval, subject to delays for causes beyond the reasonable control of the Owner or his builder or contractor (provided that the Owner takes reasonable steps to minimize the effects of any circumstances causing such delay ("force major delays"), or to complete the Improvements in strict conformity with the Plans approved by the Architectural Committee, Shall operate automatically to revoke the Architectural Committee's approval of such Improvements.

**Section 3.12. Notice of Completion.** Promptly upon completion of the Improvements, the Owner Shall give written notice of completion ("Notice of Completion") to the Architectural Committee and, for all purposes hereunder, the date of receipt of such Notice of Completion by the Architectural Committee shall be deemed to be the date of completion of such Improvements, provided that the Improvements are, in fact, completed as of the date of receipt of the Notice of Completion.

**Section 3.13. Inspection of Work.** The Architectural Committee or its duly authorized representative shall have the right to inspect any Improvements prior to or after completion, provided that the right of inspection shall terminate sixty (60) days after the Architectural Committee shall have received a Notice of Completion from the Owner.

**Section 3.14. Notice of Noncompliance.** If, as a result of inspections or otherwise, the Architectural Committee finds that any Improvements have been done without obtaining the approval of the Architectural Committee, or without being in conformity to Improvements approved by such committee, or were not completed within one (1) year after the date of approval by the Architectural Committee (subject to force major delays), the Architectural Committee shall notify the Owner in writing of the noncompliance which notice (the "Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Architectural Committee receives a Notice of Completion from the Owner or determines any Improvements were constructed without obtaining proper approval. The Notice of Noncompliance shall specify the particular of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance.

**Section 3.15. Failure of Committee to Act after Completion.** If, for any reason other than the Owner's act or neglect, the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after determining the noncompliance or after receipt by the Architectural Committee of written Notice of Completion from the Owner, the Improvements shall be deemed in compliance if the Improvements were, in fact, completed as of the date of Notice of Completion.

**Section 3.16. Appeal to Board of Finding of Noncompliance.** If the Architectural Committee gives any Notice of Noncompliance, the Owner may appeal to an Arbitration Committee, to be composed of one (1) member selected by the Architectural Committee, one (1) member selected by the Owner and third (3rd) arbitration committeemen selected by the two arbitration committee so designated. The Arbitration Committee shall review the matter of noncompliance with reasonable promptness after reasonable notice of a hearing or meeting in connection with the same to the Owner and the Architectural Committee and shall decide, with reasonable promptness, whether there exists any such noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

The decision of the Arbitration Committee shall be final and binding on all parties.

Section 3.17. Correction of Noncompliance. If the Architectural Committee determines that a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than sixty (60) days from the date of receipt by the Owner of the Notice. If the Owner has appealed to an Arbitration Committee under the preceding Section, the Owner shall remedy or remove any noncompliance determined by such Committee within sixty (60) days after the decision of the Arbitration Committee has been rendered. If the Owner does not comply with the Architectural Committee or the Arbitration Committee, as the case may be, the Board may, at its option, record a Notice of Noncompliance against the real property upon which the noncompliance exists, may remove or cause to be removed that noncomplying Improvement to any Home, Residence or Lot, or may otherwise remedy the noncompliance, and the Owner shall reimburse the Association upon demand for all expenses incurred therewith, including reasonable attorney's fees and interest at the maximum rate permitted by law on such expenses from the date the Association demands payment of such expenses until paid. If such expenses are not promptly repaid by the Owner to the Association, the Board may levy a Reimbursement Assessment against the Owner of the Lot for such costs and expenses and interest accrued thereon. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies with the Association may have at law or in equity under this Declaration.

Section 3.18. No Implied Waiver or Estoppel. No action or failure to act by the Architectural Committee or by the Board shall constitute a waiver or estoppel with respect to future action by the Architectural Committee or the Board with respect to any other Improvements. Specifically, the approval by the Architectural Committee of any Improvements shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvements to any other Lot or Lots or any other similar Improvements or proposal submitted with respect to any other Improvements by such Owner, the Owners or otherwise.

Section 3.19. Committee Power to Grant Variances. The Architectural Committee may authorize variances from compliance with any of the provisions of this Declaration or any amendments thereto, including restriction upon height, set-back lines, size, floor areas or placement of structures or driveways or similar restrictions, which circumstances such as topography, natural obstructions, three preservation guidelines, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Committee. The instruments evidencing such variances may be recorded, but recordation is not necessary for such variances to become effective. If any such variance is granted, no violation, of the provisions of this Declaration or any amendments thereto shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose, except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations property concerned, including, but not limited to, zoning ordinances, restrictions, easements, set-back lines (except as herein provided) or other requirements imposed by any governmental authority having jurisdiction.

Section 3.20. Compensation of Members. The Members of the Architectural Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as may, from time to time, be authorized or approved by the Board, including professional fees to architects or similar professionals as the committee may in its sole discretion hire or retain. All such sums payable as compensation and/or reimbursement shall be payable out of the Maintenance Fund.

Section 3.21. Meeting of Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder, and may, by resolution in writing adopted by a majority of the members, designate a "Committee Representative" (who may but need not be one of its members) to take any action or perform any duties for or on behalf of the Architectural Committee except the granting of approval to any Improvements and granting of variances. The action of such Committee Representative or the written consent of the vote of a majority of the members of the Architectural Committee shall constitute action of the Architectural Committee.

Section 3.22. Records of Action. The Architectural Committee shall report in writing to the Board all final action of the Architectural Committee and the Board shall keep a permanent record of such reported action.

Section 3.23. Estoppel Certificate. The Board shall, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Committee, furnish a certificate with respect to the approval or disapproval of any Improvements or with respect to whether any Improvements were made in compliance herewith. Any Owner, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

Section 3.24. Non-liability for Committee Action. No matter of the Architectural Committee, and Committee Representative, the Association, any member of the Board or the Developer shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Architectural Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Architectural Committee shall not be responsible for reviewing, nor shall its approval of any Improvements be deemed approval of the Improvements from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

Section 3.25. Exception During Construction. During the course of actual construction of any permitted structure or Improvements, and provided construction is proceeding with due diligence, the Architectural Committee shall temporarily suspend the provisions contained in this Declaration as to the property upon which the construction is taking place only to the extent necessary to permit such construction; provided that, during the course of any such construction, nothing is done which will result in a violation of any of the provisions of this Declaration upon completion of construction and nothing is done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within Park Place.

Section 3.26. Construction on More than One Lot. The construction of a Residence on more

than one Lot or one Lot and a portion of another shall be permissible if approved by the Architectural Committee pursuant to Section 3.8 hereof.

## ARTICLE IV.

### CONSTRUCTION RELATED RESTRICTIONS

Section 4.1. Height and Character of a Home or Residence. No home or Residence shall be erected, altered or permitted to remain on any Lot or Lots other than detached single-family residential dwellings, not to exceed two stories in height, with a private garage facility that is fully enclosed.

Section 4.2. Minimum Square Footage. The living area of the main residential structure, exclusive of (i) porches (whether opened or screened), (ii) a garage or other car parking facilities, (iii) terraces, (iv) driveways and (v) servant's quarters, shall not be less than 1,500 square feet. Measurements shall be to the face of the outside walls of the living area.

Section 4.3. Set-back Lines. All Buildings will have a minimum of three (3) feet from the side lot lines. No Improvements may be located between the street and such set back line other than one driveway, an entrance walkway and landscaping as approved by the Architectural Committee.

Section 4.4. Entrance and/or Exterior Walls The Association shall be obligated to maintain and repair the subdivision main Entrance and at all times in a neat and orderly condition and a good state of repair. Notwithstanding any other provisions hereof, the Association shall have and hereby reserve an easement five (5) feet on each side of the base of such Entrance and/or Exterior Fence to the extent, if any, that the Association determines to be necessary; and the Association hereby reserves reasonable rights of access over and across all Lots and the Common Areas in Park Place in order to have reasonable access to such Fence.

Section 4.5. Fence and Walls. No fence or wall may be built on any Lot without the prior written approval of the Architectural Committee.

Section 4.6. Drainage. No Owner of a Lot shall be permitted to construct Improvements on such lot or grade such Lot to permit such Lot to remain in or be placed in such condition that rain water falling on such Lot unduly drains to any other Lot.

Section 4.7. No Obstruction of Sight Lines. No fence, wall, tree, hedge or planting shall be maintained on any Lot in such manner as to obstruct sight lines for vehicular traffic.

ARTICLE V.

EASEMENTS AND TITLE TO UTILITY LINES

Section 5.1. Owners' Easement for common Areas. A non-exclusive easement is hereby granted each Owner in and to the Common Area for such Owner's use and enjoyment of the Common Area, such easement being subject to this Declaration and the Rules and Regulations adopted from time to time by the Association.

Section 5.2. Easements. There is hereby created an easement, on, over and across the easement areas delineated on the Plat of Park Place for ingress and egress, for installation, replacing, repairing and maintaining utilities, including but not limited to water, sewer, telephone, electricity, gas and cable television provided that all such utilities shall be underground. Provided, however, no such utilities may be relocated without the prior approval of the Association.

Section 5.3. OPEN for future use

Section 5.4. Utility Easements on Plat. The utility easements shown on the Plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Fayette County, Texas, as well as for the benefit of the Association and the Owners of Park Place to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service with the Developer or Association may find necessary of proper.

Section 5.5. Title of Utility Lines. The title conveyed to any Land in Park Place shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or its predecessors in title or the Association or public utility companies upon, under, along, across, or through such public utility easements, and the right (but no obligation) to construct, maintain, repair and operate such system, utilities, appurtenances and facilities is reserved to the Association.

Section 5.6. No Liability to Owners. The Association, shall not be liable to the Owners for any damage done by any utility company or any of their agents or employees to shrubbery, trees, flowers or other property of the Owner situated on the Land covered by said utility easements.

ARTICLE VI.

MANAGEMENT

Section 6.1. Management by Association. The Association shall have the power and obligation to administer and provide for the maintenance, repair, replacement, upkeep, landscaping of Common Areas, maintenance of the streets in Park Place, the subdivision main Entrance, subdivision lighting and related electrical service, providing insurance, and such other services and maintenance as the Association deems reasonably necessary or appropriate to maintain and operate Park Place as a residential community of the highest character; and, without limiting the foregoing, the Association shall have the right to grant utility and other easements with respect to Park Place or portions thereof for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby landowners or associations or entities representing such landowners on matters, of maintenance, trash pickup, repair, administration, security traffic, operation of recreational facilities or other matters of mutual interest. The rights, powers and duties of the Association set out herein shall be exercised by the Board or its designees.

Section 6.2. Membership in the Association. Every Person who is the record owner of a Lot in Park Place shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of any obligation. Ownership of a Lot shall be the sole qualification for membership.

Section 6.3. Voting Rights. The Association shall have one class of voting membership, which shall be all owners, who shall be entitled to one (1) vote for each Lot owned.

Section 6.4. More than One Owner. When the full fee interest in any Lot is held by more than one Person, then such Persons shall designate one of their numbers as the Member in the Association, which designation shall be made in writing to the Board. After an Owner is so designated, the Board shall have the right to rely on such designation until a written notice revoking such appointment is received by the Board. Any such Owners may designate the Member from among themselves in any manner they deem fit, and in the event that such Owners are unable to agree upon one of their numbers to be designated as the Member to the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association. In no event shall more than one (1) vote be cast with respect to any Lot. Upon the transfer of ownership of a Lot, Home or Residence, however achieved, including without limitation by foreclosure of a lien thereon, the new Owner shall concurrently with such transfer become a Member in the Association.

Section 6.5. Meetings of the Boards of Directors. The Board of Directors shall meet as set forth in the Bylaws.

**Section 6.6. Disputes.** In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or the Association, including appointment of committees to consider and recommend resolutions of any such disputes.

**Section 6.7. Accounting and Audit.** The Board shall keep or cause to be kept books of detailed account of the receipts and expenditures affecting Park Place and its administration and specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred by or on behalf of the Association. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Association by all Owners at convenient hours and the board shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for inspection. All such books and records shall be kept in accordance with generally accepted accounting procedures, consistently applied. The fiscal year of the Association shall be the calendar year unless another period is established by an amendment of the Bylaws.

**Section 6.8. Professional Management.** The Board may retain such professional management as the Board deems appropriate to perform the day to day functions of the Association and to provide for the maintenance, repair, landscaping, insuring, administration and operation of Park Place as provided for herein and as provided for in the Bylaws.

**Section 6.9. Board Actions in good Faith.** Any action or inaction by the Board made or taken in good faith shall not subject the Board to any liability to the Association, its Members or any other party.

## **ARTICLE VII.**

### **PROPERTY RIGHT IN COMMON AREAS**

The Association retains the legal title to areas designated as Common Areas or portions thereof

Every Member of the Association shall have a beneficial interest of use and enjoyment in and to the Common Areas and such interest shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to publish rules and regulations governing use of the Common Areas and the improvements and facilities located thereon, and to establish penalties for infractions thereof;

(b) The right of the Association, in accordance with the Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property; provided, however, the rights of any such mortgagee, in said properties shall be subordinate to the rights of the Owners hereunder;

- (c) The right of the Owners or occupants of dwellings within Park Place to use the Common Areas (together with all facilities now or hereafter located thereon);
- (d) The right of the Association to adopt, implement, and maintain a private security system for Park Place consistent with applicable law;
- (e) The right of the Association to establish rules and regulations governing traffic on the streets and driveways within the Common Areas, and to establish sanctions for any violation or violations of such rules and regulations.
- (f) The right of the Association to regulate noise within Park Place, including without limitation the right of the Association to require mufflers on engines or to prohibit the use of devices producing excessive noise, and
- (g) The right of the Association to control the visual attractiveness of Park Place, including without limitation the right to require Owners to eliminate objects which are visible from the Common Areas and which, in the Association's judgment, detract from the visual attractiveness of Park Place.

## ARTICLE VIII.

### COMMON ASSESSMENT AND MAINTENANCE FUND

Section 8.1. Payment of common Assessments. Each and every Owner, shall contribute to the Maintenance Fund a portion of the annual Common Assessments assessed to cover the expenses and administration of Park Place by the Association (including ad valorem taxes, if any), and the landscaping, maintenance, insurance, repair and operation of the Common Areas, which portion shall be fixed at a uniform rate for all lots. The Common Assessments shall be assessed in accordance with the provisions hereinafter set forth. No owner is, or shall be, exempt from such obligation to so contribute by waiver of use of the Common Areas or any portion thereof, or because of any restriction of such uses in accordance herewith or with the Rules and Regulations, or because of no improvements have been constructed on such Owner's Lot. Additionally, no abatement of the Common assessments (or any other Assessments) shall be claimed allowed for inconvenience or discord arising from the making of repairs or Improvements to Common Areas or from any action taken to comply with any law or for any other reason.

Section 8.2. Budgets: Establishment of Common Assessment and Replacement Reserve Fund. The annual budget and all successive budgets shall contain a reasonable allowance for contingencies and shall establish a reserve fund (the "Replacement Reserve Fund") for maintenance, repairs and replacements to Common Areas, including those that must be replaced on periodic basis.



Commencing with the first full fiscal year after the Election Date, the Board shall establish an annual budget at least thirty (30) days in advance of each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of Park Place, including a reasonable allowance for contingencies and a reasonable addition to the Replacement Reserve Fund. The Common Assessments for such fiscal year shall be established by the adoption of such annual budget by the Board. Copies of each such budget and notice of the Common Assessments shall be delivered to each Owner on or before January 1 of the applicable year by such reasonable means as the Board may provide.

The failure or delay of the Board to prepare any annual budget or to deliver copies of such budgets to each Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay Common Assessments whenever the same shall be determined; and in the event of any delay or failure to establish any annual budget, each owner shall continue to pay the Common Assessments monthly or otherwise as the Association may prescribe (as hereinafter provided), at the rate established for the previous fiscal year until a new fiscal budget is established (with the Common Assessments established by the new annual budget to be applied retroactively to the first of the current fiscal year and appropriate adjustments made in succeeding installments of Common Assessments for such fiscal year).

**Section 8.3. Special Assessments.** If the Board at any time or from time to time determines that the Common Assessments assessed for any period are insufficient to provide for the continued operation of Park Place and the maintenance of the Common Areas or for other expenditures the Board is authorized to make under this Declaration, then the Board shall have the authority to levy such Special Assessments as it shall deem necessary to provide for such continued maintenance, operation and other expenditures.

Without limiting the generality of the foregoing, such Special Assessments may be assessed because of a casualty or other loss to any part of the Common Areas, improvement of the Common Areas, to make up for any deficiencies caused by nonpayment of Assessments by Owners, or to pay ad valorem taxes. The Board shall have the right, without the approval of the Owners, to levy a Special Assessment in the amount of up to ten percent (10%) of the Common Assessments for the current fiscal year of the Association. No Special Assessment in excess of ten percent (10%) of the assessments for current fiscal year of the Association shall be effective until the same is approved in writing by members holding at least **eleven (11)** votes of membership in the Association at any regular or special meeting of the Members. Any such special Assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment and enforcement of the Common Assessments.

**Section 8.4. Exempt Property.** All properties in Park Place dedicated to and accepted by a local public authority or utility, if any, and Common Areas are subject to these Covenants and Restrictions but shall be exempt from the Assessments.

Section 8.5. Payment of Common Assessments. Enforcement. The Common Assessments assessed against each Lot shall be due and payable, in advance, in installments as the Board may prescribe from time to time, monthly, quarterly or annually, for or during the year for which the Common Assessments in question have been assessed. Any such amount not paid and received by the tenth (10th) day following the due date shall be deemed delinquent and, without notice, shall accrue a late charge for additional collection costs to be set by the Board; provided, however, such charge shall be made only to the extent legally permissible. Such delinquent payment shall also, at the Board's option, bear interest at the maximum contract rate of interest permitted by law from the date originally due until paid. If any such amount shall remain unpaid on the last day of the month in which such payment is due, then, at the Board's election, the Common Assessments due from the delinquent Owner for the next period shall be accelerated, shall become at once due and payable, and from the last day of the month in which such payment is due shall bear interest at the maximum rate permitted by law. For purposes of the preceding sentence, if the actual Common Assessments for the next period is not then known, it shall be deemed that the Common Assessments for the next period shall be the Common Assessments for the period then applicable. If, after the Common Assessments for the next period have been accelerated by the Board, satisfactory payments of the Common Assessments and accrued interest are paid, then they may allow such charge to again be paid on the regular basis applicable to each Lot.

In order to secure the payment of the Assessments hereby levied, a vendor's lien for the benefit of the Association shall be and is hereby reserved in the Deed from the Developer to the Purchasers of each Lot (and assigned to the Association), which lien shall be a covenant running with the land binding on each subsequent Owner of such Lot, and shall be enforceable through appropriate judicial proceedings by the Association. As additional security for the payment of the Assessments hereby levied, each Owner of a Lot in Park Place, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by non-judicial foreclosure pursuant to the provisions of the applicable sections of the Texas Property Code, and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to serve all required notices to the party or parties who own such Lot, and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Official Public Records of Real Property of Fayette County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein, the Association shall mail to the defaulting Owner or Owners a copy of the Notice of Trustee's Sale no less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. In the

event the statutes of the State of Texas should require. Any other notice, the Trustee shall convey a notice to the then applicable statutes. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Maintenance Fund an amount equal to the amount in default; and the remaining balance shall be paid to such Owner or owners. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any Improvements thereon shall be deemed to be tenant at sufferance and may be removed from possession by any and all lawful means, including a judgement for possession in an action of forcible detainer and the issuance of writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any owner of such Owner's portion of any Assessment, The Association may, acting through the Board upon ten (10) days prior written notice thereof to such nonpaying Owner, suspend the voting rights of such non-paying Owner so long as such default exists.

In the event any Lot Owner is consistently in default, the Board may require such Lot Owner to deposit in advance an amount equal to the Common Assessment for such Lot for the two (2) preceding years; but at the end of twenty-four (24) months, any unused portion of such deposit as a required Common Assessment shall be returned to such Lot Owner.

**Section 8.6. Lien to Enforce Assessments.** In addition to the right of the Board to enforce an Assessment, the Board may file a claim or lien against the Lot of the delinquent Owner or Member by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which is claimed and the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and Common assessments which may have accrued subsequent to the filing of the notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board to cover the preparation and recordation of such release of lien instrument.

**Section 8.7. Lawsuit to Enforce Assessment.** The collection of any Assessment and other sums due hereunder may, in addition to any other applicable remedy at law or equity, be enforced by suit for a money judgement; and in the event of such suit, the expense incurred in collecting such delinquent Assessments, including interest, costs and reasonable attorney's fees, shall be chargeable to and be a personal debt and obligation of such defaulting Owner.

**Section 8.8. Effect on Mortgagee: Lien Subordinate to Mortgage.** No violation by an Owner of the provisions of this Declaration shall affect the lien of any Mortgage presently or hereafter placed of record or otherwise affect the right of the mortgagee under any such Mortgage, holder of any such lien or beneficiary or such Mortgage; and any such Mortgage or lien may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions contained in this Declaration.

The liens described here and reserved shall be deemed subordinate to a first lien, second lien or other liens of any bank, insurance company, pension and profit sharing plans, or other bona fide, third party lender which may have heretofore or may hereafter lend money in good faith for purchase or improvement of any Lot; (ii) any Owner's continuing ownership and maintenance of a Lot or Lots, and (iii) any renewal, extension of rearrangement of a loan described in (i) and (ii) above. Each first, second or other Mortgagee of a Mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the Mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Assessments or charges against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such holder acquiring title to a lot from liability for any assessment thereafter becoming due or from the lien thereof, nor shall the liability of any Owner personally obligated to pay any Assessment which became due prior to sale or transfer be extinguished by such sale or transfer. Any other sale or transfer of a Lot shall not affect the Association's right for Assessment.

**Section 8.9. Maintenance Fund.** The Common Assessments and Special Assessments collected shall be paid into the Maintenance Fund to be held and used by the Association for the benefit, directly or indirectly, of Park Place; and such Maintenance Fund may be expended by the Board for the purposes set forth including without limitation providing for the enforcement provisions of this Declaration, the Bylaws and Rules and Regulations; for the maintenance, operation, repair benefit and welfare of the Common Areas, and generally for doing those necessary or desirable repair in the opinion of the Board to maintain or improve Park Place. The use of the Maintenance Fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

**Section 8.10. Advance Payment of Common Assessments.** Each purchaser shall pay the Association an amount of money equal to the remainder of Common Assessments for the current Fiscal year. In the event of a sale of a Lot, no refund shall be made of any Common Assessment, adjustment to be made shall be prorated as may be agreed by the seller and purchaser of such Lot.

Section 8.11. Estoppel Certificate for Assessment. Any prospective Mortgagee and any prospective purchaser of a Home or Residence shall be entitled upon written request therefor to a statement by the Board setting forth the amount of any unpaid Assessments not paid by the Owner of a Home or Residence in which such prospective purchaser or Mortgagee has an interest. Any prospective purchaser shall not be liable for nor shall the Home or Residence conveyed be subject to the lien provided for in this Declaration for any unpaid Assessments made by the Board against the particular Home or Residence involved in excess of the amount set forth in such statement. Any such purchaser shall however, be liable for any Assessments becoming due after the date of any such statement.

## ARTICLE IX

### INSURANCE

Section 9.1. General Provision. The Board shall obtain insurance (the premiums for which shall be paid from the Maintenance Fund) for Park Place, if available, providing for comprehensive general liability insurance for the Association against, claims for bodily injury or death and property damage suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in or about Park Place, or upon, in or about the private driveways, roadways, walkways and passageways on or part of Park Place, which policy shall, to the extent reasonably obtainable, have limits in an amount deemed reasonable by the Association. Any such policy shall contain all such provisions and endorsements as are reasonably prudent to protect the interests of the Association and each Owner, regardless of the negligent acts of other Owners or the Association. In addition, the Board shall obtain such other insurance in such reasonable amounts as the Board shall deem desirable, including without limitation, directors and officers liability insurance for the directors and officers of the Association against any liability asserted against any such party or incurred by such party in such capacity or arising out of such party's status as a director or officer; and fidelity bonds for officers or Board members or for any management company retained by the Board.

Section 9.2. Policies. All insurance provided for in this Article shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association, as trustee of the Owners and all Mortgagees, all as their respective interests may appear. All such policies shall be without contribution with regard to any other policies of insurance carried individually by an Owner and shall provide that such policy shall not be terminated for any cause without a least thirty (30) days prior written notice to the Association and the Mortgagees. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to Section 9.1 shall be held and disbursed by the Board in accordance with this Declaration.

## ARTICLE X

### FIRE OR CASUALTY REBUILDING

In the event of damage or destruction of any Improvements on any Lot, the Owner thereof shall promptly cause the damaged or destroyed Improvement to be (i) restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Committee or (ii) demolished and the Lot to be suitably cleaned and/or landscaped subject to the approval of the Architectural Committee so as to present a neat and attractive appearance.

## ARTICLE XI.

### UTILITY SERVICE

Natural Gas, electrical, telephone and cable television service is available to all Lots in Park Place. Any charges required by the utility company for non-utilization are to be paid by the Lot Owner. Future maintenance will be the responsibility of the particular utility or the Lot owner.

## ARTICLE XII.

### AMENDMENT AND DURATION OF DECLARATION

**Section 12.1.** Amendment. Except as otherwise provided by law, the provision hereof may be amended or modified by a written instrument executed and acknowledged by the Board of Directors of the Association recorded in the Official Public Records of Fayette County, Texas; provided no such instrument shall be binding upon any mortgagee of the Lot Owner not a party.

**Section 12.2.** Duration. This Declaration shall remain in full force and effect until January 1, 2027 and shall be automatically extended for successive ten (10) year periods thereafter, provided, however, this Declaration may be terminated on January 1, 2027 or effective on the commencement date of any successive ten (10) year period by filing for record in the Office of the County Clerk of Fayette County, Texas, within a period of twelve (12) months prior to such effective date of termination, of a written instrument terminating this Declaration, executed and acknowledged by at least thirteen (13) of the Lot Owners.

### ARTICLE XIII. CORRECTION OF ERRORS

The Board reserves the right to amend this Declaration or the Bylaws for the purpose of clarifying or resolving any ambiguities or conflicts herein or correcting any inadvertent misstatements, errors omissions herein, provided that no such amendment shall change the voting rights, proportionate share of Assessments, or property description of any Owner, and such Owner's Mortgagee who do not join the execution of such correction instrument.

### ARTICE XIV. MISCELLANEOUS

Section 14.1. Severability. In the event of the invalidity or partial invalidity or unenforceability of any provision or portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

Section 14.2. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation and enjoyment of Park Place shall be promulgated by and may be amended from time to time by the Association. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner by accepting a conveyance of a Lot, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

Section 14.3. Mortgagee Matters. Any Mortgagee, upon reasonable notice, shall be entitled to examine the books and records of the Association.

Section 14.4. Delay in Enforcement. No delay in enforcing the provisions of this Declaration to any breach or violation thereof shall impair, damage or waive the right of any part entitled to enforce the same to obtain relief against or recover for the continuation of repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

Section 14.5. Limitation of Liability. Developer, as well as its agent, employees, officers, directors, partners and their respective officers, directors, agents and employees, shall not be liable to any Owner or lessee of the Land or any portion thereof or to any Mortgagee or other party for any loss, claim or demand in connection with a breach of any provision of this Declaration by any party other than Developer.

Section 14.6. Remedies. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of this Declaration, The Association and each purchaser, grantee, owner or lessee of the Land, any portion thereof, may institute and prosecute any proceeding at law or in equity (i) to abate, prevent or enjoin any such violation or attempted violation, or (ii) to recover monetary damages caused by such violation or attempted violation.

Section 14.7. Enforceability. The covenants and restrictions adopted and established for the Land by this Declaration are imposed upon and made applicable to the Land and shall run with the Land and shall be binding upon and insure to the benefit of and be enforceable by the Association, each purchaser, grantee, Owner and lessee of the Land or the Improvements situated or hereafter situated thereon, or any part of either, and the respective heirs, legal representatives, successors and assigns of the Developer, the Association and each such purchaser, grantee, Owner and lessee.

Section 14.8. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent of at least thirteen (13) of the Lot Owners.

Upon a merger or consolidation of the Association with another association as provided in its articles of Incorporation, the property rights, and obligations may, by ration of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association will be subject to the covenants and restriction established by this Declaration within the Land, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Land, except as changed by amendment of this Declaration.

Section 14.9. Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to take the provision hereof applicable to corporations or individuals, men and women, shall in all cases be assumed as though in each case fully expressed.



## Park Place Summary of Restrictions

### 1. Quiet Living for Seniors

Park Place is intended to provide single family housing primarily for persons 55 years of age or older. At least one owner per residence must be 55 years or older. All nuisances (loud noises, rubbish, noxious odors, unruly pets, unsightly property, etc.) that adversely affect the quiet enjoyment of the residents or adversely affects property values are prohibited by deeded restrictions. /

### 2. Common Assessment

Common Annual Assessments shall be per year. The assessment covers the costs of operating the Common Areas and would cover maintenance of lawn and landscaping after the home is built. The Homeowners Association may adjust these fees in the future.

### 3. Architectural

Prior to the commencement of construction or revision thereof, the owner shall submit to the Architectural Committee copies of the proposed plan including landscaping.

### 4. Construction

The single family residential dwelling shall not exceed two stories in height with a private garage facility which is fully enclosed. No carports. The living area of the main residential structure shall not be less than 1,500 square feet. Set Back Lines are a minimum of 3 feet from the side lot lines, and five (5) feet from the back line.

### 5. Exterior Attractiveness

All window coverings/linings views from the outside of the building must be a neutral beige/white color. Curtains or coverings must cover the window completely and be hung to look attractive. No aluminum foil, posters, signs, or banners are allowed in the windows.

### 6. Parking

No recreational vehicles including boats, mobile homes, campers, trailers, golf carts, sailboats, and other sport vehicles shall be parked on a driveway for any period of time. Parking on the streets or common area other than the designated parking is prohibited.

### 7. Pets

There is a limit of two household pets, which must be in a fenced enclosure or on a leash.

### 8. Renting or Leasing

Every unit owner whose unit is being leased must furnish a copy of the lease agreement to the Board/Property Manager within ten (10) days. In this agreement, the renters/leasers must agree to abide by the rules and regulations of Park Place, and accept whatever penalties the Association assesses against them for violations of the rules.

Owners are responsible for rule violations as well as any damage done by their tenants and tenant's guests.

**9. Commercial Use**

Each Lot shall be used only for residential purposes, and each Home or Residence constructed on a Lot shall be deemed to be used for residential purposes when it is used to house persons of a single family and their belongings, without regard to whether the persons are owners of the Home or Residence pursuant to a rental, leasing, purchase or other arrangement. Except for the leasing or rental of any Home or Residence on a Lot, no Home or Residence shall be used for any commercial, business or professional purposes, or for public religious purposes. The use of a Home or Residence for the maintenance of a personal or professional library, for the keeping of personal records, personal business records or professional telephone calls or correspondence shall not be deemed to be in violation of this provision; but consultation with clients or customers at a Home or Residence is prohibited.

**10. Homeowners Association**

The Homeowner Association will be responsible for maintaining the asphalt streets, perimeter fences, lawn maintenance, and maintenance of all common areas.

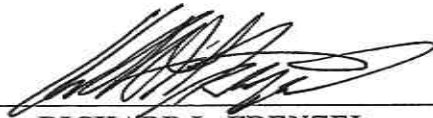
**Utility Providers**

Utility Providers are as follows:

- Water- Fayette County WCID-Monument Hill
- Electric- Fayette Electric Coop
- Gas – Center Point Energy
- Telephone — Verizon, Colorado Valley

WITNESS MY HAND THIS 5<sup>th</sup> DAY OF January, 2018

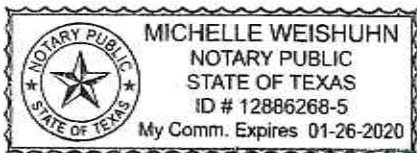
**DECLARATION OF COVENANTS & RESTRICTIONS  
FOR PARK PLACE**



**RICHARD L. FRENZEL  
PRESIDENT**

**STATE OF TEXAS  
COUNTY OF FAYETTE**

This instrument was acknowledged before me on the 5<sup>th</sup> day of January, 2018.



Michelle Weishuhn  
Notary Public in and for Fayette County

1/5/2018 2:04:13 PM

STATE OF TEXAS      COUNTY OF FAYETTE  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the OFFICIAL RECORDS  
of Fayette County, Texas as stamped hereon above time.

JULIE KARSTEDT, COUNTY CLERK

Stamp: 26 Page(s) *PV*

