

**COMMUNITY DOCUMENTS FOR
AURORA VISTA**

City of Aurora, Texas (Wise County)
September 2007

GOVERNING DOCUMENTS

Declaration of Covenants, Conditions & Restrictions for Aurora Vista, filed on August 26, 1998, and recorded on August 31, 1998, as Document No. 247661, in Volume 810, Page 1, Real Property Records, Wise County, Texas, as amended or supplemented by the following:

AMENDMENTS

- Construction Specifications Amendment to Declaration of Covenants, Conditions & Restrictions of Aurora Vista, recorded August 28, 2002, as Document No. 313727, in Volume 1196, Page 246, Real Property Records, Wise County, Texas.
- Second Amendment to the Construction Specifications Contained in the Declaration of Covenants, Conditions, and Restrictions of Aurora Vista, recorded on April 29, 2006, as Document No. 386521, in Volume 1674, Page 795, Real Property Records, Wise County, Texas.

Third Amendment 11-16-07 Vol 1881 Pg 337

ANNEXATIONS

- Amendment of Annexation of Block G, Phase Two, Aurora Vista, recorded August 17, 2000, as Document No. 277939, in Volume 978, Page 252, Real Property Records, Wise County, Texas.
- Amendment of Annexation of Block D, Phase Two, Aurora Vista, recorded October 24, 2000, as Document No. 281061, in Volume 995, Page 220, Real Property Records, Wise County, Texas.
- Amendment of Annexation of Block H, Phase Two, Aurora Vista, recorded October 24, 2000, as Document No. 281062, in Volume 995, Page 223, Real Property Records, Wise County, Texas.
- Amendment of Annexation of Block H, Phase Two, Aurora Vista, recorded March 30, 2001, as Document No. 287601, in Volume 1033, Page 176, Real Property Records, Wise County, Texas.
- Amendment of Annexation of Lots 1 - 18, Block I, Phase Two, Aurora Vista, recorded September 27, 2001, as Document No. 297031, in Volume 1090, Page 835, Real Property Records, Wise County, Texas.

- Annexation & Variance for Block J, Aurora Vista, recorded August 28, 2002, as Document No. 313726, in Volume 1196, Page 241, Real Property Records, Wise County, Texas.
- Annexation Amendment and Amended & Restated Appendix A, Aurora Vista, recorded August 28, 2002, as Document No. 313725, in Volume 1196, Page 237, Real Property Records, Wise County, Texas.
- Aurora Vista - Phase 3, Amendment of Annexation, recorded November 8, 2005, as Document No. 378304, in Volume 1616, Page 466, Real Property Records, Wise County, Texas.

Bylaws of Aurora Vista Owners Association, Inc., signed by Declarant on August 26, 1998, and recorded with Cover Page on May 24, 2000, as Document No. 274009, in Volume 956, at Page 766, Real Property Records, Wise County, Texas.

Articles of Incorporation of Aurora Vista Owners Association, Inc., filed in the office of the Secretary of State on February 8, 1999, under Charter No. 01522743, and recorded with Cover Page on May 24, 2000, as Document No. 274009, in Volume 956, at Page 784, Real Property Records, Wise County, Texas.

SUBDIVISION PLATS

Final Plat of **Phase One, Aurora Vista**, filed on August 26, 1998, and recorded on August 31, 1998, as Document No. 247660, in Plat Cabinet B, Section 479, Plat Records, Wise County, Texas.

Final Plat of **Phase Two, Aurora Vista**, recorded on June 13, 2000, as Document No. 274842, in Cabinet B, Section 501, Plat Records, Wise County, Texas, as partially replatted by the following instruments:

- Plat of Lots R-1 & R-2, Block J, Aurora Vista Addition, Phase 2, recorded January 30, 2001, as Document No. 284998, in Cabinet B, Slide 192, Plat Records, Wise County, Texas.
- Final Plat Showing Lots 3R and 11R, Block H, Aurora Vista Addition, Phase II, recorded on May 19, 2006, as Document No. 387684, in Cabinet C, Sleeve C-139, Plat Records, Wise County, Texas.
- Final Plat Showing Lot 10-R and Lot B-R, Block H, Lots 1-R - 4-R, 15-R - 18-R, Block I, Aurora Vista Addition, Phase II, recorded on May 19, 2006, as Document No. 387685, in Cabinet C, Sleeve C-483, Plat Records, Wise County, Texas.

Final Plat, **Aurora Vista, Phase 3**, recorded on November 8, 2005, as Document No. 378301, in Cabinet C, Slide 468, Plat Records, Wise County, Texas.

Wise County
HONORABLE Sherry Parker-Lemon
COUNTY CLERK
Decatur, Texas 76234



70 2007 00016471

COPY

Instrument Number: 2007-16471

As

Recorded On: November 16, 2007

Official Records

Parties: AURORA VISTA INVESTORS ET AL

Billable Pages: 7

To PUBLIC

Number of Pages: 8

Comment: 3RD ADMND CONSTRUCT SPEC

(Parties listed above are for Clerks reference only)

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

Official Records	40.00
Total Recording:	40.00

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

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

File Information:

Document Number: 2007-16471

Receipt Number: 181701

Recorded Date/Time: November 16, 2007 10:06:06A

Book-Vol/Pg: BK-OR VL-1881 PG-337

User / Station: A Knox - Front Counter

Record and Return To:

JUDD A AUSTIN JR ESQ

HENRY OFFO AUSTIN AND FLETCHER PC

1700 PACIFIC AVENUE SUITE 2700

DALLAS TX 75201



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the volume and page of the named records of Wise County.

Sherry Parker-Lemon
Wise County Clerk

AFTER RECORDING RETURN TO:

**Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**THIRD AMENDMENT
TO THE CONSTRUCTION SPECIFICATIONS
CONTAINED IN THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF AURORA VISTA**

**STATE OF TEXAS §
 §
COUNTY OF WISE §**

KNOW ALL MEN BY THESE PRESENTS:

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Aurora Vista, filed of record on August 26, 1998, as Document No. 247661, and recorded in Volume 810, Page 1 of the Official Records of Wise County, Texas, as supplemented or amended by the certain instruments filed of record as follows: (i) recorded on August 17, 2000, as Document No. 27739, in Volume 978, Page 252 of the Official Records of Wise County, Texas; (ii) recorded on October 24, 2000, as Document 281061 in Volume 995, Page 220 of the Official Records of Wise County, Texas; (iii) recorded on October 24, 2000, as Document No. 281062 in Volume 995, Page 223 in the Official Records of Wise County, Texas; (iv) on March 30, 2001 as Document No. 2876901 in Volume 1033, Page 176 in the Official Records of Wise County, Texas; (v) recorded on September 27, 2001, as Document No. 297031 in Volume 1090, Page 835 in the Official Records of Wise County, Texas; (vi) recorded on August 28, 2002, as Document No. 313725 in

Volume 1196, Page 237 of the Official Records of Wise County, Texas; (vii) recorded on August 28, 2002, as Document No. 313726 in Volume 1196, Page 241 of the Official Records of Wise County, Texas; (viii) recorded on August 28, 2002, as Document No. 313727 in Volume 1196, Page 246 of the Official Records of Wise County, Texas; and (ix) recorded on April 28, 2006, as Document No. 386521 in Volume 1674, Page 795 of the Official Public Records of Wise County, Texas, is hereinafter referred to, collectively, the "Aurora Vista Declaration"; and

WHEREAS, the Aurora Vista Declaration affects certain tracts or parcels of real property in Wise County, Texas, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference for all purposes (collectively, the "Property"); and

WHEREAS, pursuant to and in accordance with the provisions of Appendix C attached to the Aurora Vista Declaration, Declarant has the right to amend the Aurora Vista Declaration without joinder of any person for certain purposes, including the right to modify the construction specifications contained in Appendix B attached to the Aurora Vista Declaration; and

WHEREAS, Aurora Vista Investors, a Texas joint venture ("Declarant") desires to amend certain construction specifications contained in Appendix B attached to the Aurora Vista Declaration as evidenced by its duly authorized representative's signature herein below.

NOW, THEREFORE, certain construction specifications contained in Appendix B attached to the Aurora Vista Declaration are hereby amended as follows:

(a) Section B.7 of Appendix B, entitled "Fences & Walls," is hereby amended to read, in its entirety, as follows:

B.7 Fences & Walls. Fences must be made of masonry, metal pipe, brick, wood, rock, or other ACC approved material. The use of barbed wire is prohibited. The use of chain link fencing is not approved along the streets. Fences may be constructed between a dwelling's front building line and the street if approved by the ACC or if constructed by Declarant as part of the Area of Common Responsibility. The ACC may adopt specifications for construction or... reconstruction... of... fences... and... retaining... walls... Except as hereinafter provided, privacy fences are only allowed around swimming pools or patios. On Phase I Lots where the rear property line is adjacent to property not subject this Declaration, privacy fences are allowed along the rear property line only. Where privacy fences are constructed of wood, metal support posts with concrete footings are required.

(b) Appendix B is amended by adding a new section B.17, entitled "Above Ground Water Well Covers," which shall read, in its entirety, as follows:

***B.17 Above Ground Well Covers.** Water wells installed in the front or side yard of a Lot, which are visible from the street or an adjacent Lot at ground level, must have an "Old Time" well cover design, similar to the photograph attached hereto as Exhibit "A", although a brick border along the ground is not required. Well covers are only allowed in the rear yard. Whether installed on the front, side or rear yard, all well enclosures or covers must be made of material which match the materials on the main dwelling, and each installation must receive written approval from the ACC prior to construction.*

The terms and provisions of Appendix B attached to the Aurora Vista Declaration, except


as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Aurora Vista Declaration, which shall run with title to the Property, and is binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this Third Amendment to the Construction Specifications Contained in the Declaration of Covenants, Conditions and Restrictions for Aurora Vista to be filed of record with the office of the Wise County Clerk.

DECLARANT:

AURORA VISTA INVESTORS, a Texas joint venture

By: Aurora Lights Development, L.L.C., a Texas limited liability company, its managing partner

By: 
 Its: MANAGER

By: Apollo Property, L.L.C., a Texas limited liability company, a partner

By: 
 Its: MANAGER

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of October, 2007, by Jerome Frank Jr, _____ of Aurora Lights Development, L.L.C., a Texas limited liability company, on behalf of said company in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



Sandra Turner
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of October, 2007, by J. S. Miller, _____ of Apollo Property, L.L.C., a Texas limited liability company, on behalf of said company in its capacity as partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



Sandra Turner
Notary Public, State of Texas

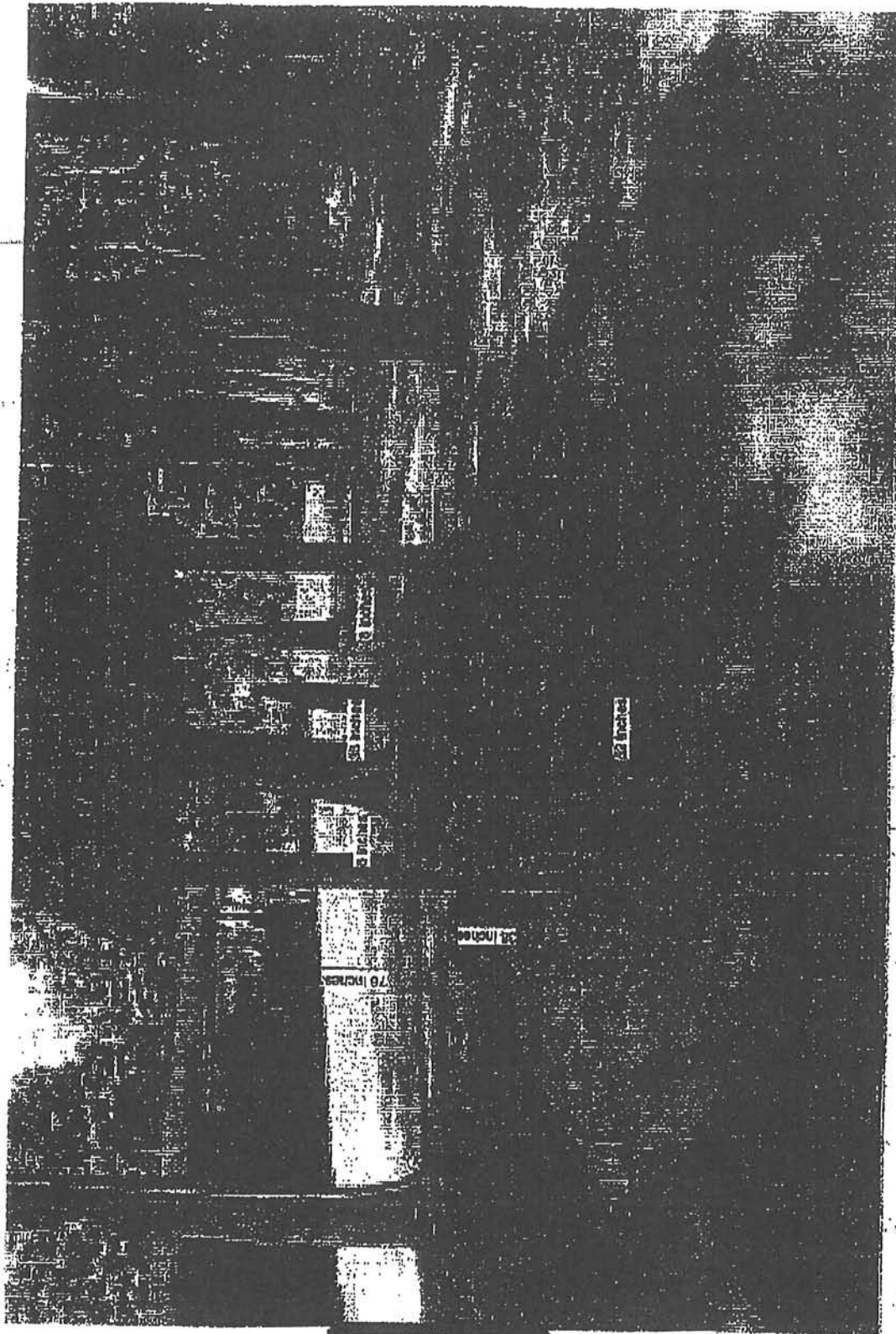


EXHIBIT
A

EXHIBIT B

Those tracts and parcels of real property located in the City of Aurora, Wise County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **Aurora Vista, Phase One, an Addition to the City of Aurora, Wise County, Texas, according to the Plat recorded in Cabinet B, Section 479, Plat Records, Wise County, Texas;** and
- (b) All lots and tracts of land situated in **Aurora Vista, Phase Two, an Addition to the City of Aurora, Wise County, Texas, according to the Plat recorded in Cabinet B, Section 501, Plat Records, Wise County, Texas.**

AFTER RECORDING RETURN TO:

Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

COPY

**SECOND AMENDMENT
TO THE CONSTRUCTION SPECIFICATIONS
CONTAINED IN THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF AURORA VISTA**

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

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Aurora Vista, filed of record on August 26, 1998, as Document No. 247661, and recorded in Volume 810, Page 1 of the Official Records of Wise County, Texas, as supplemented or amended by the certain instruments filed of record as follows: (i) recorded on August 17, 2000, as Document No. 27739, in Volume 978, Page 252 of the Official Records of Wise County, Texas; (ii) recorded on October 24, 2000, as Document 281061 in Volume 995, Page 220 of the Official Records of Wise County, Texas; (iii) recorded on October 24, 2000, as Document No. 281062 in Volume 995, Page 223 in the Official Records of Wise County, Texas; (iv) on March 30, 2001 as Document No. 2876901 in Volume 1033, Page 176 in the Official Records of Wise County, Texas; (v) recorded on September 27, 2001, as Document No. 297031 in Volume 1090, Page 835 in the Official Records of Wise County, Texas; (vi) recorded on August 28, 2002, as

Doc	Bk	Vol	Pg
38521	OR	1674	796

Document No. 313725 in Volume 1196, Page 237 of the Official Records of Wise County, Texas; (vii) recorded on August 28, 2002, as Document No. 313726 in Volume 1196, Page 241 of the Official Records of Wise County, Texas; and (viii) recorded on August 28, 2002, as Document No. 313727 in Volume 1196, Page 246 of the Official Records of Wise County, Texas, is hereinafter referred to, collectively, the "Aurora Vista Declaration"; and

WHEREAS, the Aurora Vista Declaration affects certain tracts or parcels of real property in Wise County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (collectively, the "Property"); and

WHEREAS, pursuant to and in accordance with the provisions of Appendix C attached to the Aurora Vista Declaration, Declarant has the right to amend the Aurora Vista Declaration without joinder of any person for certain purposes, including the right to modify the construction specifications contained in Appendix B attached to the Aurora Vista Declaration; and

WHEREAS, Aurora Vista Investors, a Texas joint venture ("Declarant") desires to amend certain construction specifications contained in Appendix B attached to the Aurora Vista Declaration as evidenced by its duly authorized representative's signature herein below.

NOW, THEREFORE, certain construction specifications contained in Appendix B attached to the Aurora Vista Declaration are hereby amended as follows:

(a) Section B.1.3 of Appendix B, entitled "Dwelling Size," is hereby amended to read, in its entirety, as follows:

B.1.3 Dwelling Size. The total air-conditioned living area of the dwelling, as measured to the outside of the exterior walls, but exclusive of open porches, garages, patios, and detached accessory buildings, may not be less than 2,800 without the approval of the ACC if the lot is located in Phase I, and may not be less than 3,200 square feet without the approval of the ACC if the lot is located

in either Phase II or Phase III. The size of any smaller dwelling constructed prior to the recording date of this Second Amendment is deemed to have been approved by the ACC.

(b) Section B.1.5 of Appendix B, entitled "Roofs," is hereby amended to read, in its entirety, as follows:

B.1.3 Roofs. *Roofs must have a minimum pitch of 10/12. Roofs must be covered with materials having a manufacture's warranty of at least 30 years. The use of composition shingles is permitted. The ACC may regulate the nature, color, and quality of roofing materials.*

(c) Section B.2 of Appendix B, entitled "Garage/Carport," is hereby amended to read, in its entirety, as follows:

B.2 Garage. *Each dwelling must have a garage for at least 2 standard size cars. A garage may be attached to or detached from the dwelling, and must be constructed of the same materials as the dwelling. On any lot, garages - whether attached or detached - must be side or rear entry.*

(d) Section B.8.1 of Appendix B, entitled "Regulations," is hereby amended to read, in its entirety, as follows:

B.8.1 Regulations. *Only aerobic septic systems are allowed. Subject to the foregoing requirement, the owner of a lot must ensure that his septic tank conforms to all applicable requirements of the State of Texas and local authorities having jurisdiction, and that it remains in compliance. Public regulatory agencies include, without limitation, the Wise County Department of Public Works and the Texas Natural Resources Conservation Commission.*

The terms and provisions of Appendix B attached to the Aurora Vista Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Aurora Vista Declaration, which shall run with title to the Property, and is binding on all parties having any right, title or interest in and to the Property or any part thereof,

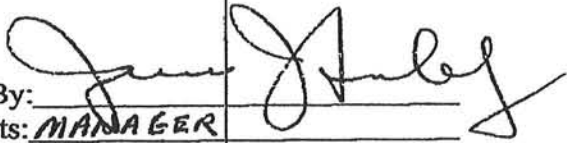
including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to the Construction Specifications Contained in the Declaration of Covenants, Conditions and Restrictions for Aurora Vista to be filed of record with the office of the Wise County Clerk.

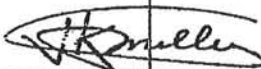
DECLARANT:

AURORA VISTA INVESTORS, a Texas joint venture

By: Aurora Lights Development, L.L.C., a Texas limited liability company, its managing partner

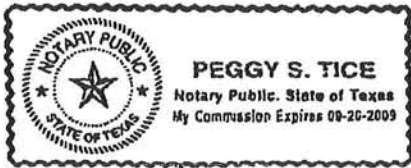
By: 
Its: MANAGER

By: Apollo Property, L.L.C., a Texas limited liability company, a partner

By: 
Its: MANAGER

STATE OF TEXAS §
COUNTY OF DALLAS §

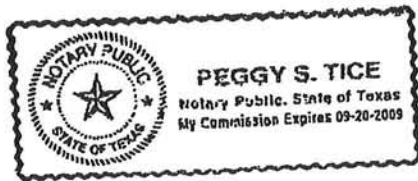
This instrument was acknowledged before me on the 27th day of APRIL, 2006, by JEROME J. FRANK, JR. of Aurora Lights Development, L.L.C., a Texas limited liability company, on behalf of said company in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



Peggy S. Tice
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 27th day of APRIL, 2006, by JK MILLER of Apollo Property, L.L.C., a Texas limited liability company, on behalf of said company in its capacity as partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



Peggy S. Tice
Notary Public, State of Texas

Doc 386521 Bk OR Vol 1674 Pg 800

Filed for Record in:
Wise County
Honorable Honorable Sherry Parker-Lemon
County Clerk
On: Apr 28, 2006 at 09:50A

As a
Official Records

Document Number: 386521

Amount 32.00

Receipt Number - 153649

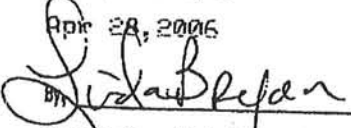
By
Linda Bryan, Deputy

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.

STATE OF TEXAS COUNTY OF WISE

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Wise County
as stamped hereon by me.

APR 28, 2006


By Linda Bryan Deputy

Honorable Sherry Parker-Lemon, County Clerk
Wise County

CONSTRUCTION SPECIFICATIONS AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF AURORA VISTA

RECITALS

- A. Aurora Vista Investors, a Texas joint venture ("Declarant"), is the developer of Aurora Vista, a phased planned development located in the City of Aurora, Wise County, Texas, according to the plats thereof recorded in Plat Cabinet B, Sections 479 and 501, Plat Records, Wise County, Texas.
- B. Aurora Vista is subject to the Declaration of Covenants, Conditions & Restrictions for Aurora Vista, filed on August 26, 1998, as Document No. 247661, and recorded in Volume 810, Page 1, Real Property Records, Wise County, Texas, as supplemented or amended by the instruments recorded on August 17, 2000, as Document No. 277939, in Volume 978, Page 252; on October 24, 2000, as Document No. 281061, in Volume 995, Page 220; on October 24, 2000, as Document No. 281062, in Volume 995, Page 223; on March 30, 2001, as Document No. 287601, in Volume 1033, Page 176; and on September 27, 2001, as Document No. 297031, in Volume 1090, Page 835, Real Property Records, Wise County, Texas (collectively, the "Declaration").
- C. As provided by Appendix C to the Declaration, Declarant has the right to amend the Declaration without joinder of any person for a number of purposes, including to modify the construction specifications of Appendix B of the Declaration.
- D. By recording this Amendment, Declarant amends certain provisions of Appendix B of the Declaration.

AMENDMENTS

- 1. To increase the minimum dwelling size for the Property, Section B.1.3 of Appendix B, titled "Dwelling Size," is hereby amended and restated in its entirety:

B.1.3. Dwelling Size. The total air-conditioned living area of the dwelling, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios, and detached accessory buildings, may not be less than 2,800 square feet without the approval of the ACC. The size of any smaller dwelling constructed prior to the date of recording this Amendment is deemed to have been approved by the ACC.

00 Phase II & III

Phase I,

2. Section B.4 of Appendix B, titled "Outbuildings," is hereby amended and restated in its entirety:

B.4. OUTBUILDINGS. *Accessory structures - such as sheds, barns, workshops, and greenhouses - are permitted on a lot, with the prior approval of the ACC and subject to these requirements.*

- a. *An accessory structure may not be located between the dwelling and a street, and cannot be located closer to a street than the farthest-from-the-street building line of the dwelling, such as behind the rear building line of a dwelling that faces the street on an interior lot. On lots located at corners and on curves, the prohibition against accessory structures and the area "between the dwelling and a street" applies to all street-facing sides of the dwelling, including side yards.*
- b. *The appearance of an accessory structure must be visually harmonious with the dwelling, including matching major materials such as siding and roofing, dominant colors, construction details, and pitch of roof.*
- c. *Accessory structures may not be used as residences.*
- d. *An accessory structure that looks like a barn or that is used as a barn may not be visible from a street.*
- e. *Metal sheds are not permitted without the prior written approval of the ACC.*
- f. *If an accessory structure is installed in violation of this Section, the ACC reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or to remove it.*

3. To eliminate gravel driveways, the first sentence of Section B.5. of Appendix B, titled "Driveway," is hereby amended and restated to read as follows:

The driveway on each lot must be surfaced with concrete or asphalt, except that the driveway on Lot 9, Block B, Phase One may be surfaced in gravel.

4. To maintain an open look with some unobstructed views of the Property, Section B.7 of Appendix B, titled Fences & Walls, is hereby amended and restated in its entirety to read as follows:

B.7. FENCES & WALLS. *Notwithstanding the following subsections, every fence and wall must have the prior approval of the ACC.*

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy auditing of the accounts.

In the second section, the author details the various methods used to collect and analyze data. This includes both primary and secondary research techniques. The primary research involves direct observation and interviews with key stakeholders, while secondary research involves reviewing existing literature and reports.

The third section focuses on the results of the data analysis. It shows that there is a clear trend of increasing demand for certain services over the past few years. This is attributed to several factors, including changes in consumer behavior and technological advancements.

Finally, the document concludes with a series of recommendations for future actions. It suggests that the organization should invest in new technologies to improve efficiency and explore new market opportunities. Additionally, it recommends regular communication with customers to stay updated on their needs and preferences.

B.7.1. Prohibited. Although solid privacy fences, chain link fences, and barb wire fences are generally not allowed, the ACC may approve such materials on a limited use case-by-case basis, such as a chain link dog run or a privacy fenced swimming pool or patio.

B.7.2. Permitted. Fences must be made of masonry, metal pipe, brick, wood, rock, or other ACC-approved material. Fences may be constructed between a dwelling's front building line and the street if approved by the ACC or if constructed by Declarant as part of the Area of Common Responsibility.

B.7.3. Certain Lots. This Section applies to the following lots, the sides of which border a drill site or common area (hereafter the "Common Border Lots"):

Lots 4, 5, 7, 8, Block C, Phase One
 Lot 11, Block D, Phase Two
 Lot 1, Block E, Phase Two
 Lot 7, Block F, Phase Two
 Lot 1, Block G, Phase Two
 Lots 1 & 18, Block I, Phase Two
 Lots 1 & 2, Block J, Phase Two
 Lots 1-5, 9-12, & 14, Block K, Phase Two

Any fence or wall installed on a Common Border Lot at, near, along, or parallel to the boundary shared with a drill site or common area must match the standard fence for these areas, being an open picket metal fence, painted black, approximately 5 feet in height. This provision may not be construed to require fencing along the boundary. However, any fencing that is installed must conform to the Property standard and must be maintained by the owner of the Common Border Lot.

5. To establish a minimum size for the initial trees on each lot, Section B.16 of Appendix B, titled Initial Landscaping, is hereby amended and restated in its entirety to read as follows:

B.16. INITIAL LANDSCAPING. The initial landscaping of each lot must include the sodding or hydro mulching of all grounds or yards between the dwelling and streets bordering the lot, and at least 2 trees (native or planted), each having a trunk at least 4 inches in circumference, on the street-side yards. Declarant's contract to the initial purchaser may specify types, sizes, locations, and other requirements for trees and other landscape material.

6. To correct an error in the description of Declarant, all references in the Declaration to Declarant's managing partner being a limited liability "corporation" are here corrected and changed to limited liability "company."

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SIGNED to be effective on August 26, 2002

AURORA VISTA INVESTORS, a Texas joint venture

By: AURORA LIGHTS DEVELOPMENT, L.L.C., a Texas limited liability company, its managing partner

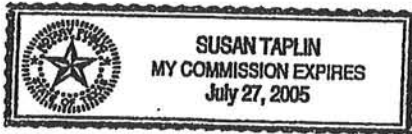
By: [Signature]
Jerome J. Frank, Jr., President

By: APOLLO PROPERTY, L.L.C., a Texas limited liability company, a partner

By: [Signature]
J. K. Miller, Manager

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

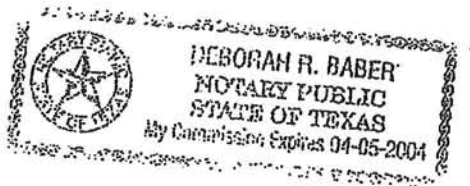
This instrument was acknowledged before me on the 26th day of August 2002 by Jerome J. Frank, Jr., President of Aurora Lights Development, L.L.C., a Texas limited liability company, on behalf of said company in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



[Signature]
Notary Public, The State of Texas

THE STATE OF TEXAS §
§
COUNTY OF WISE §

This instrument was acknowledged before me on the 27 day of August 2002 by J. K. Miller, Manager of Apollo Property, LLC, a Texas limited liability company, on behalf of said company in its capacity as a partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



[Signature]
Notary Public, The State of Texas

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

Furthermore, it is noted that regular audits are essential to identify any discrepancies or errors early on. By conducting these checks frequently, the organization can prevent small mistakes from escalating into larger financial issues.

The document also highlights the need for clear communication between all departments involved in the financial process. This includes the accounting team, management, and external auditors.

In addition, the text mentions that the use of modern accounting software can significantly streamline the process. Such tools often provide real-time updates and generate reports that are easy to understand.

It is also stressed that the organization should adhere to all relevant tax laws and regulations. Staying up-to-date on these changes is crucial to avoid penalties and ensure compliance.

Finally, the document concludes by stating that a strong financial foundation is key to the long-term success of any business. By following these guidelines, the organization can ensure its financial health and stability.

The following section provides a detailed breakdown of the company's revenue streams. It lists various products and services, along with their respective sales figures for the current period.

This data is presented in a clear and concise manner, allowing stakeholders to quickly grasp the overall performance of the business. The information is also used to identify trends and areas for improvement.

Overall, the document serves as a comprehensive overview of the company's financial operations. It provides valuable insights into the current state of affairs and offers practical advice for future success.

AFTER RECORDING, PLEASE RETURN TO:

Sharon Reuler, P.C.
Palmer, Allen & McTaggart, L.L.P.
8111 Preston Road, Suite 300
Dallas, Texas 75225

Filed for Record in:
Wise County
Honorable Sherry Parker
County Clerk
On: Aug 28, 2002 at 02:50P

As a
Official Records

Document Number: 313727

Amount 17.00

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By
Nancy Humphrey, Deputy

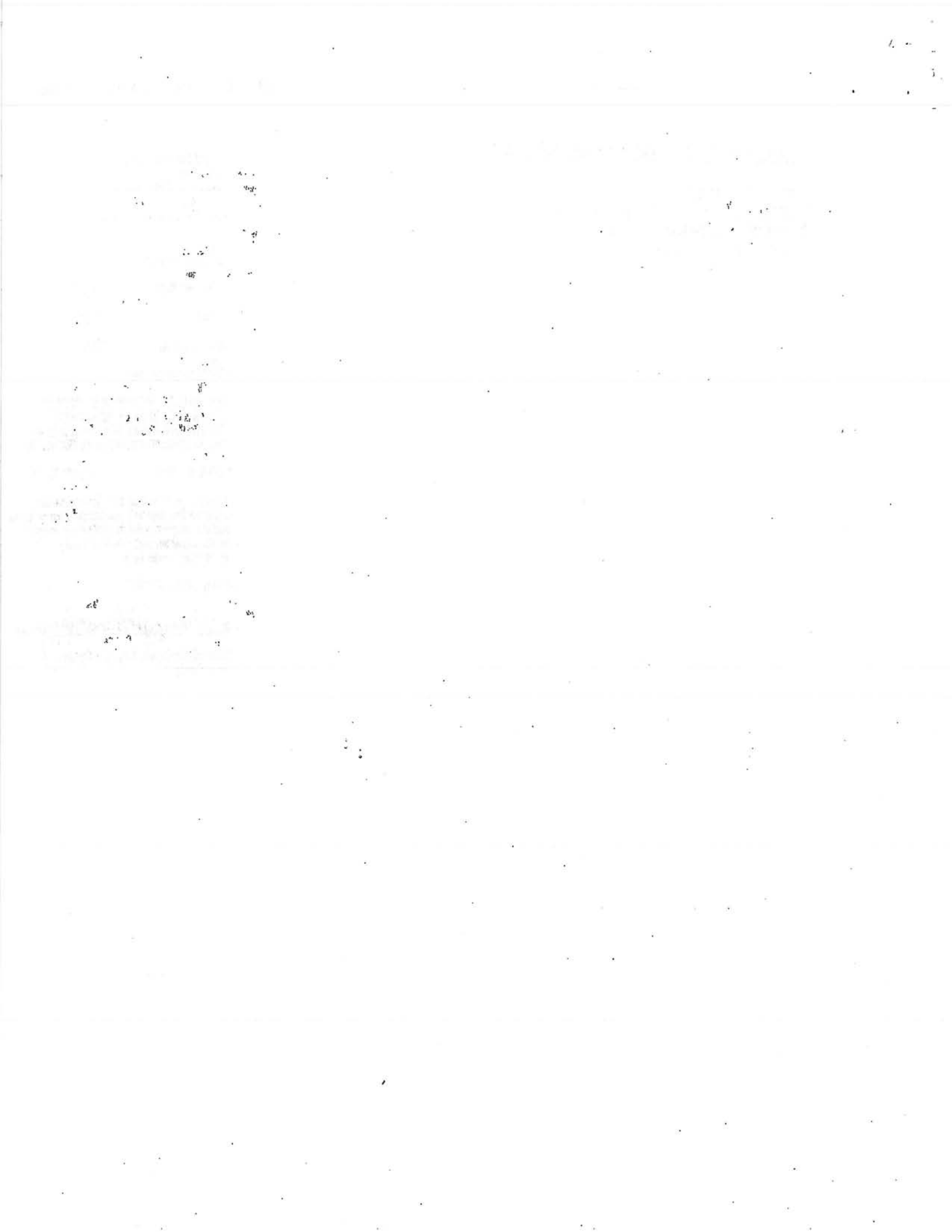
ANY PROVISION HEREIN WHICH RESTRICTS THE
SALE, RENTAL, OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE IS
INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS COUNTY OF WISE

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Wise County
as stamped hereon by me.

Aug 28, 2002

By, Nancy Humphrey deputy
Honorable Sherry Parker, County Clerk
Wise County



APPENDIX B
CONSTRUCTION SPECIFICATIONS

Without the ACC's prior written approval for a variance, improvements constructed on every lot must have the following characteristics:

B.1. HOUSES. The principle improvement on a lot must be one detached single family dwelling. Without the ACC's prior written approval for a variance, each dwelling must have the following characteristics:

B.1.1. Setbacks. The plat of Aurora Vista uses a method called "coving" that increases minimum frontline setbacks to create a more open atmosphere along the subdivision streets. The minimum frontline, backline, and sideline setbacks for each lot are shown on the plat.

B.1.2. New Construction. Dwellings must be constructed on the lot. A dwelling or addition constructed elsewhere, including without limitation manufactured or mobile homes, may not be moved onto a lot. The construction of a dwelling must be started promptly after the ACC approves the dwelling's plans and specification. At the start of construction – but not before, building material to be used in the construction may be stored on the lot. Once started, the dwelling and all improvements on the lot must be completed with due diligence.

B.1.3. Dwelling Size. The total air-conditioned living area of the dwelling, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios, and detached accessory buildings, may not be less than 2800 square feet, *Phase I. 3200 square feet, Phase II and Phase III*

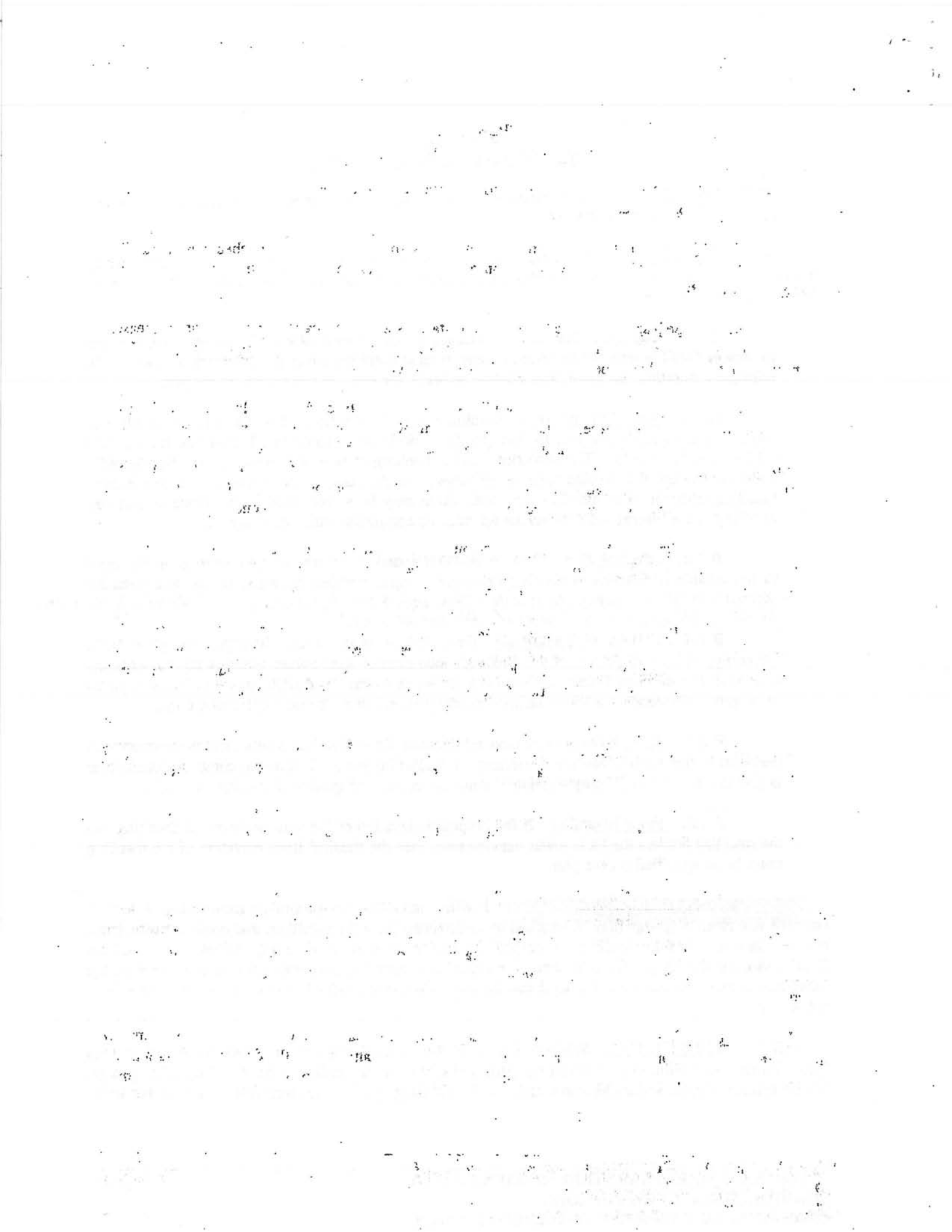
B.1.4. Exterior Wall Materials. Exterior wall materials must be approved by the ACC. Generally, at least 75 percent of the dwelling's total exterior area, minus windows and doors, must be masonry or masonry veneer, such as brick, stone, or stucco. The ACC may, but is not required to, approve all-wood or a lower ratio of masonry exteriors for certain styles of homes.

B.1.5. Roofs. Roofs must have a minimum pitch of 10/12. Roofs must be covered with materials having a manufacturer's warranty of at least 30 years. The use of composition shingles is permitted. The ACC may regulate the nature, color, and quality of roofing materials.

B.1.6. Floor Elevation. If the proposed elevation of the yard between the dwelling and the road that borders the lot is lower than the road, then the finished floor elevation of the dwelling must be as specified on the plat.

~~B.2. GARAGE/CARPORT.~~ Each dwelling must have a garage or carport for at least 2 standard-size cars. A garage may be attached to or detached from the dwelling, and must be constructed of the same material as the dwelling. A carport must be attached to the dwelling and must share at least 2 walls with the dwelling. A portecochere or a detached carport is permitted on a lot that has a garage for at least 2 cars. On any lot, carports and garages – whether attached or detached – must be side or rear-entry.

B.3. GUESTHOUSE. Subject to ACC approval, a lot may have one secondary residence (a "guest house") in addition to the dwelling, provided that (1) it is attached to the dwelling or its garage, (2) it complies with the setback requirements for the dwelling, (3) it is not included within the minimum



size requirement for the dwelling, (4) it is constructed on the lot, (5) it is built together with or after the dwelling, and (6) it is made of the same material as the dwelling.

B.4. OUTBUILDINGS. Accessory structures -- such as dog houses, gazebos, metal storage sheds, workshops, and greenhouses -- are permitted on a lot. The accessory structures, except gazebos, may not be located between the dwelling and a street, and cannot be located closer to a street than the farthest-from-the-street building line of the dwelling, such as behind the rear building line of a dwelling that faces the street on an interior lot. On lots located at corners and on curves, the prohibition against accessory structures and the area "between the dwelling and a street" apply to all street-facing sides of the dwelling, including side yards. The appearance of accessory structures must be harmonious with the dwelling. Accessory structures may not be used as residences.

B.5. DRIVEWAY. The driveway on each lot must be surfaced with concrete, asphalt, Driveways may not be left in a natural state, and may not be surfaced with grass, recycled waste (such as shredded tires or roof shingles), or any other material that is not customarily used for driveways in comparable subdivisions. Driveways must comply with the Wise County policy regarding culverts and end caps. The current policy requires concrete end caps.

B.6. MAILBOXES. Each mailbox must be installed in or on a brick or stone pedestal. The ACC may regulate the appearance, size, and style of mailbox and pedestal.

B.7. FENCES & WALLS. Fences must be made of masonry, metal pipe, brick, wood, rock, or other ACC-approved material. The use of barb wire is prohibited. The use of chain link fencing is not permitted along streets. Fences may be constructed between a dwelling's front building line and the street if approved by the ACC or if constructed by Declarant as part of the Area of Common Responsibility. The ACC may adopt additional specifications for construction or reconstruction of fences and retaining walls.

B.8. SEPTIC TANKS. Each lot will have a septic tank system, subject to the following terms.

B.8.1. Regulations. The owner of a lot must ensure that his septic tank conforms to applicable requirements of the State of Texas and local authorities having jurisdiction, and that it remains in compliance. Public regulatory agencies include, without limitation, the Wise County Department of Public Works and the Texas Natural Resources Conservation Commission.

B.8.2. No Sharing. Each lot must have its own septic tank. Lots may not share septic tanks.

B.8.3. Maintenance. The owner, solely at the owner's expense, must maintain and operate the septic tank in a manner that is satisfactory to the public regulatory agencies. The owner must maintain his septic tank in a manner that prevents odors that are objectionable to residents of other lots or to the public, that does not create unsanitary conditions, and that remains in compliance with governmental regulations.

B.9. WATER SUPPLY. The water supply to each dwelling must come from the provider that serves the entire Property. Underground well water may be used for irrigating the landscaping and for other outside uses, subject to the conditions of Appendix D.

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B.10. UTILITY LINES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. Utility meters, risers, pedestals, and transformers must be visually screened from the street and neighboring lots unless such screening is waived in writing by the ACC.

B.11. AIR CONDITIONERS. Air conditioning equipment may not be installed in any yard facing a street, including the front yard of a dwelling. Window units are prohibited. The ACC may require that air-conditioning equipment and apparatus be visually screened from the street and neighboring lots.

B.12. NO SUBDIVISION. No lot may be subdivided.

B.13. DEBRIS. No lot or other part of the Property may be used as a dumping ground. Waste materials incident to construction or repair of improvements on a lot may be stored temporarily on the lot during construction while work progresses.

B.14. LANDSCAPING. Landscaping must be installed on the front and side yards of the lot within 90 days after the dwelling is complete. The ACC may require that a landscaping plan be submitted with construction plans and specifications, and may condition its approval of the dwelling on an acceptable landscaping plan. The ACC may publish guidelines for landscaping of lots.

B.15. LANDSCAPING BY OWNER. The ACC expects the builder of a new home to complete the installation of landscaping required in the prior section. If a builder contracts with the owner for the owner to complete the landscaping work at the owner's expense, the owner is required to complete the landscaping plan that was approved by the ACC within the same 90-day period.

B.16. INITIAL LANDSCAPING. The initial landscaping of each lot must include the sodding or hydro mulching of all grounds or yards between the dwelling and streets bordering the lot, and at least 2 trees (native or planted) on the street-side yards. Declarant's contract to the initial purchaser may specify types, sizes, locations, and other requirements for trees and other landscape material.

APPENDIX C
DECLARANT REPRESENTATIONS & RESERVATIONS

C.1. GENERAL PROVISIONS.

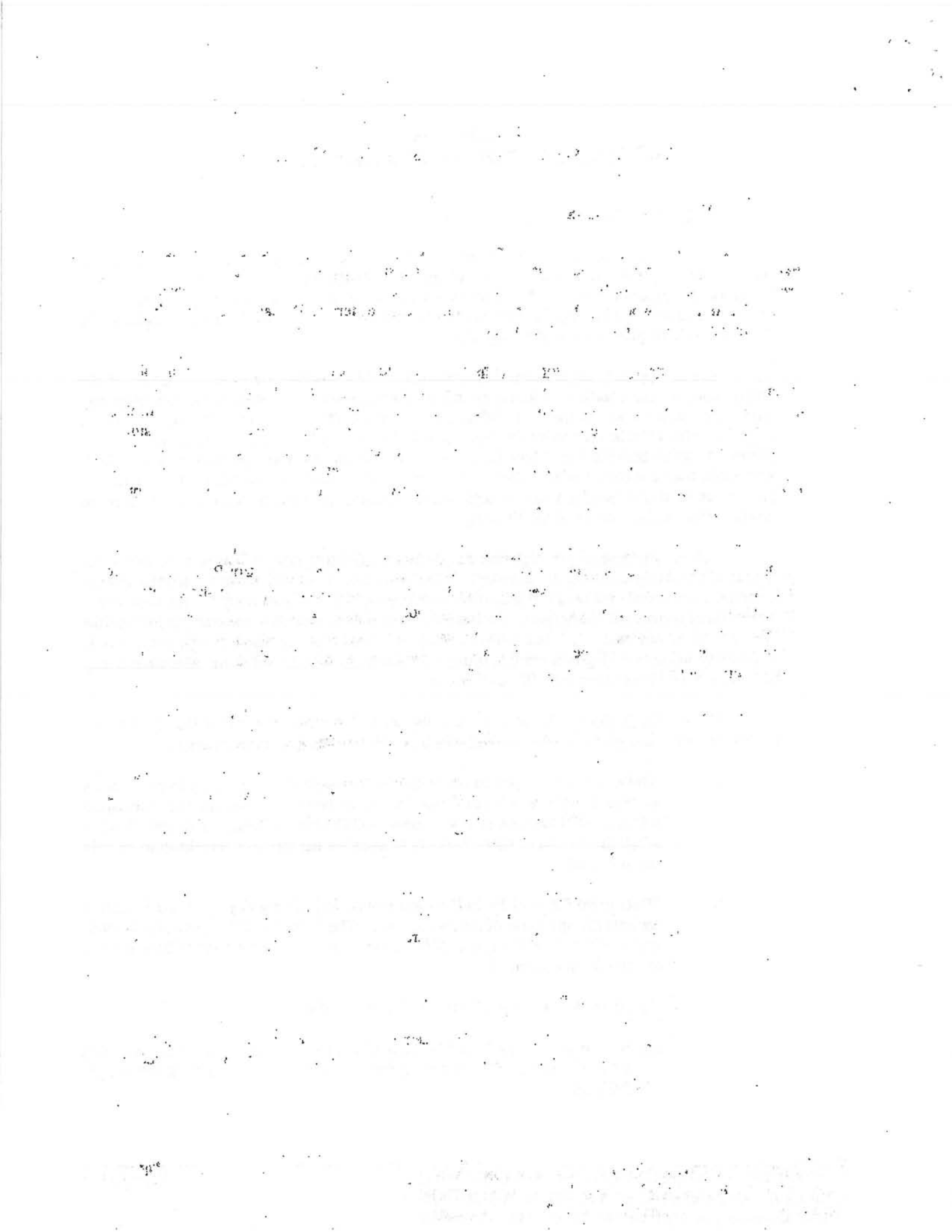
C.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the Declarant-related provisions in this Appendix.

C.1.2. General Reservation & Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Appendix and any other Document, this Appendix controls. This Appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

C.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of owners and mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with 90 days' notice.

C.1.4. Definitions. As used in this Appendix and elsewhere in the Documents, the following words and phrases, when capitalized, have the following specified meanings:

- a. "Builder" means a person or entity which purchases, or contracts to purchase, a lot from Declarant or from a Builder for the purpose of constructing a dwelling for resale or under contract to an owner other than Declarant. Declarant intends to sell lots to one or more Builders to improve the lots with dwellings to be sold and occupied.
- b. "Declarant Control Period" means that period of time during which Declarant controls the operation of the Association. The duration of the Declarant Control Period will be from the date this declaration is recorded for a maximum period not to exceed the earliest of:
 - (1) 10 years from date this declaration is recorded.
 - (2) Four months after title to 75 percent of the lots that may be created (including on land subject to annexation) has been conveyed to owners other than Builders.



**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
FOR
AURORA VISTA**

Aurora, Wise County, Texas

Declarant

Aurora Vista Investors

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
AURORA VISTA**

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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

AURORA VISTA

This Declaration of Covenants, Conditions & Restrictions for Aurora Vista is made by Aurora Vista Investors, a Texas joint venture ("**Declarant**"), on the date signed below. Declarant owns the real property described in Appendix A of this Declaration, together with the improvements thereon.

Declarant desires to develop the real property with a residential community to be known as Aurora Vista. Declarant further desires to provide for the preservation and maintenance of portions of Aurora Vista, and to protect the value, desirability, and attractiveness of Aurora Vista. Declarant deems it advisable to create an association to perform these functions and activities more fully described in this Declaration.

Declarant hereby declares that the real property described in Appendix A is subject to this Declaration.

ARTICLE 1 **DEFINITIONS**

DEFINITIONS. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

- 1.1. "**ACC**" means the Architectural Control Committee of the Association.
- 1.2. "**Area of Common Responsibility**" means portions of real property and improvements thereon that are maintained by the Association, as described in Section 2.3 below.
- 1.3. "**Assessment**" means any charge levied against a lot or owner by the Association, pursuant to the Documents or State law.
- 1.4. "**Association**" means Aurora Vista Owners Association, Inc., the association of owners of all lots in the Property, initially organized as a Texas nonprofit corporation, and serving as the "property owners' association" defined in Section 202.001(2) of the Texas Property Code.
- 1.5. "**Board**" means the board of directors of the Association.
- 1.6. "**City**" means the City of Aurora, Wise County, Texas, in which the Property is located.
- 1.7. "**Common Area**" means all land in the Property other than the numbered lots intended for detached single family dwellings and publicly dedicated streets.
- 1.8. "**Declarant**" means Aurora Vista Investors, a Texas joint venture, which is developing the Property, or the successors and assigns of Aurora Vista Investors which acquire any portion of the

Property for the purpose of development and which are designated a Successor Declarant by Aurora Vista Investors, or by any such successor and assign, in a recorded document.

1.9. "Declarant Control Period" means that period of time, beginning the date this Declaration is recorded, during which Declarant controls the operation of the Association, pursuant to Appendix C of this Declaration.

1.10. "Declaration" means this document, as it may be amended from time to time.

1.11. "Development Period" means that period of time, beginning the date this Declaration is recorded, during which Declarant reserves certain rights for expansion of the Property, and the marketing and build-out of lots, pursuant to Appendix C of this Declaration.

1.12. "Documents" means, singly or collectively as the case may be, this Declaration, the plat, the bylaws, the Association's articles of incorporation, and the rules of the Association, as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document.

1.13. "Lot" means a portion of the Property intended for independent ownership, on which there is or will be constructed a dwelling, as shown on the Plat. Where the context indicates or requires, "lot" includes all improvements thereon.

1.14. "Majority" means more than half.

1.15. "Member" means a member of the Association, each member being an owner of a lot, unless the context indicates that member means a member of the board or a member of a committee of the Association.

1.16. "Owner" means a holder of recorded fee simple title to a lot. Declarant is the initial owner of all lots. Contract sellers and mortgagees who acquire title to a lot through a deed in lieu of foreclosure or through judicial or nonjudicial 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.

1.17. "Plat" means all plats, singly and collectively, recorded or to be recorded in the Real Property Records of Wise County, Texas, and pertaining to Aurora Vista, a subdivision to the City of Aurora, including all dedications, limitations, restrictions, easements, and reservations shown on the plat, as it may be amended from time to time. The initial plat, titled "Aurora Vista, Final Plat of Phase One," was approved by the City of Aurora on February 9, 1998, and will be recorded in the Real Property Records of Wise County, Texas.

1.18. "Property" means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is Aurora Vista. The Property is located on land described in Appendix A to this Declaration, and includes every lot thereon.

1.19. "Resident" means an occupant of a dwelling, regardless of whether the person owns the lot.

1.20. "Rules" means rules and regulations adopted by the board in accordance with the Documents.

1.21. "Underwriting Lender" means Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Housing Administration (FHA), Federal National Mortgage Association (Fannie Mae), or Veterans Administration (VA), singly or collectively. The use of this term and these institutions may not be construed as a limitation on an owner's financing options nor as a representation that the Property is approved by any institution.

ARTICLE 2
PROPERTY SUBJECT TO DOCUMENTS

2.1. **PROPERTY**. The real property described in Appendix A is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant's representations and reservations in the attached Appendix C, which run with the real property and bind all parties having or acquiring any right, title, or interest in the property, their heirs, successors, and assigns, and inure to the benefit of each owner of the property.

2.2. **ADDITIONAL PROPERTY**. Additional real property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of owners representing at least two-thirds of the lots in the Property, or, during the Development Period, by Declarant as permitted in Appendix C. Annexation of additional property is accomplished by recording a declaration of annexation, including an amendment of Appendix A, in the county's real property records.

2.3. **AREA OF COMMON RESPONSIBILITY**. The Area of Common Responsibility consists of the following components on or adjacent to the Property, even if located on a lot or a public right-of-way:

- a. The Common Areas, if any.
- b. The streets and cul de sacs within the Property, but only to the extent they are not maintained by the city or county. Old Base Road is not within the Property.
- c. Fixtures and improvements on or appurtenant to the streets and which are intended for the use, operation, or maintenance of the streets, including but not limited to traffic signs, but only to the extent they are not maintained by the city or county.
- d. The formal entrances to the Property and all improvements related thereto, including signage, landscaping, electrical and water installations, planter boxes and fencing.
- e. Any uniform decorative fencing installed by Declarant along Old Base Road or the streets within the Property.
- f. Installations of multiple mailboxes, referred to as gang boxes.
- g. Any right, title, or interest in real property that is held by the Association for the use and benefit of owners or residents of the Property, including any lot owned by the Association.

- h. Any modification, replacement, or addition to any of the above-described areas and improvements.

2.4. MAINTENANCE EASEMENT FOR DECORATIVE FENCES & FORMAL ENTRANCES. The Association is granted a perpetual easement (the "Maintenance Easement") over each lot that abuts or contains a portion of the Property's formal entrances or decorative fences for the purposes stated in this Section, regardless of whether or how the Plat shows the easement, fences, or formal entrances.

2.4.1. Easement Lots. On recording this Declaration, Declarant burdens the following lots, hereafter referred to as the "Easement Lots," with the Maintenance Easement:

- a. Lot 1, Block A, and Lot 1, Block B, of Aurora Vista Phase One, on which the formal entrance at Old Base Road and Aurora Vista Trail is located.
- b. Lot 7, Block B, and Lot 1, Block C, of Aurora Vista Phase One, on which the formal entrance at Old Base Road and Morning Star Trail is located.
- c. Any lot on which any portion of uniform decorative fencing installed by Declarant is located.

2.4.2. Purpose of Easement. The purpose of the Maintenance Easement is to provide for the existence, repair, improvement, and replacement of the Property's decorative fences and formal entrances, to be maintained by the Association as an Area of Common Responsibility. In exercising this Maintenance Easement, the Association may construct, maintain, improve, and replace improvements reasonably related to the fencing or entrance of a residential subdivision, including: fences and/or screening walls; planter beds, landscaping, and plant material; electrical and water meters and equipment, including light fixtures and sprinkler systems; and signage relating to the Property.

**NOTICE
CERTAIN LOTS IN AURORA VISTA
ARE SUBJECT TO A MAINTENANCE EASEMENT.**

2.4.3. Rights Reserved. The owners of the Easement Lots will have the continual use and enjoyment of their lots for any purpose that does not interfere with and prevent the Association's use of the Maintenance Easement.

2.4.4. Temporary Easement. In addition to the easement granted herein, the Association has the temporary right, from time to time, to use as much as the surface of an Easement Lot as may be reasonably necessary for the Association to perform its contemplated work on the Maintenance Easement.

2.4.5. Duration and Termination of Easement. This easement is perpetual. The Maintenance Easement will terminate when the purpose of the easement ceases to exist, is abandoned by the Association, or becomes impossible to perform.

2.4.6. Assignment. The Association may assign this easement, or any portion thereof, to the city or the county if the city or county agrees to accept the assignment.

2.4.7. Exclusiveness of Easement. The easement, rights, and privileges granted by this Section are exclusive, and Declarant covenants not to convey any other easement or conflicting rights in the area covered by this grant.

2.5. STREETS WITHIN PROPERTY. Because streets and cul de sacs within the Property (hereafter "streets") are capable of being converted from publicly dedicated to privately owned, and vice versa, this Section addresses both conditions. Private streets are part of the common area and Area of Common Responsibility, which are governed by the Association. Public streets are part of the Area of Common Responsibility only to the extent they are not maintained or regulated by the city or county. To the extent not prohibited by public law, the Association, acting through the board, is specifically authorized to adopt, amend, repeal, and enforce rules, regulations, and procedures for use of the streets, including but not limited to:

- a. Identification of vehicles used by owners and residents, and their families and guests.
- b. Designation of speed limits and parking or no-parking areas.
- c. Removal or prohibition of vehicles that violate applicable rules and regulations.
- d. Fines for violations of applicable rules and regulations.

2.6. WATER RESTRICTIONS. The Property is subject to the restrictions contained in Appendix D of this Declaration, which are provided at the request and for the benefit of the water supplier.

2.7. MINERALS & DRILLING. The owners of lots have no mineral rights, all mineral rights having been reserved by a prior owner of the Property. Although the entire Property is part of a pool for purposes of underground exploration and drilling, specified tracts in the pool area have been designated as drill sites. Although no drill site is located on the Property subject to this Declaration, drill sites are adjacent to the Property. Notice is hereby given that surface exploration and drilling activity may occur on the designated drill sites adjacent to the Property. Further notice is given that the Property is subject to all easements, rights, and reservations created by the *Partial Waiver of Surface Use* to be recorded prior to or contemporaneously with this Declaration, including -- without limitation -- easements for subsurface collecting and gathering lines. No lot may be used as a drill site.

ARTICLE 3 PROPERTY EASEMENTS AND RIGHTS

3.1. GENERAL. In addition to other easements and rights established by the Documents, the Property is subject to the easements and rights contained in this Article.

3.2. OWNER'S EASEMENT OF ENJOYMENT. Every owner is granted a right and easement of enjoyment over the common areas and to use of improvements therein, subject to other rights and easements contained in the Documents. An owner may delegate this right of enjoyment to the residents of his lot.

3.3. OWNER'S INGRESS/EGRESS EASEMENT. Every owner is granted a perpetual easement over the streets within the Property, as may be reasonably required, for ingress to and egress from his lot.

3.4. ASSOCIATION'S ACCESS EASEMENT. The Association is granted an easement of access and entry to every lot and common area to perform maintenance, to enforce architectural and use restrictions, to respond to emergencies, and to perform any other duties required by the Documents.

3.5. UTILITY EASEMENT. The Association may grant permits, licenses, and easements over common areas for utilities, roads, and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

3.6. DRILL SITES. The Association, acting through its board of directors, may enter into easement, license, or lease agreements for the surface use of one or more drill sites that are contiguous with the Property, provided the use is for the benefit of the Association and the Residents. The land subject to such an agreement constitutes an Area of Common Responsibility to be maintained by the Association as a common expense. The Association may, but is not obligated to, license or lease the exclusive use of all or a portion of the subject land to one or fewer than all of the lots.

**READERS, PLEASE PAY PARTICULAR HEED TO
THE NEXT PROVISION TITLED "SECURITY"**

3.7. 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 in or on the Property. Each owner and resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and its directors, officers, committees, agents, and employees are not providers, 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, and its directors, officers, committees, agents, and employees have made no representations or warranties, nor has the owner or resident relied on any representation or 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 Declarant, the Association, and its directors, officers, 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 4 ARCHITECTURAL COVENANTS AND CONTROL

4.1. PURPOSE. Because the lots are part of a single, unified community, the Association has the right to regulate the design, use, and appearance of the lots and common areas in order to preserve

and enhance the Property's value and architectural harmony. The purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed.

LOOK BEFORE YOU LEAP
THE CONSTRUCTION, MODIFICATION, REPLACEMENT, USE, AND APPEARANCE OF EVERY LOT & DWELLING IS SUBJECT TO THIS DECLARATION, ACC APPROVAL, AND RULES & ARCHITECTURAL RESTRICTIONS ADOPTED BY THE ASSOCIATION.

4.2. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee (the "ACC") consists of 3 persons appointed by Declarant during the Development Period. After the Development Period, the ACC consists of 3 persons appointed by the board, pursuant to the bylaws, or, at the board's option, the board may act as the ACC. If the board acts as the ACC, all references in the Documents to the ACC are construed to mean the board. Members of the ACC need not be owners or residents.

4.3. PROHIBITION OF CONSTRUCTION, ALTERATION & IMPROVEMENT. Without the ACC's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property, if it will be visible from a street or another dwelling. 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.

4.4. ACC APPROVAL. To request ACC approval, an owner must make written application and submit 2 identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance is sought. The ACC will return one set of plans and specification to the applicant marked with the ACC's response, such as "Approved" or "Denied." The ACC will retain the other set of plans and specifications, together with the application, for the Association's files.

4.4.1. Deemed Approval. If an owner has not received the ACC's written approval or denial within 60 days after delivering his complete application to the ACC, the owner may presume that his request has been approved by the ACC. The owner may then proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner.

4.4.2. Prior Approval. Notwithstanding the foregoing, no permission or approval is required for work that strictly complies with guidelines, plans, specifications, or policies previously developed and approved for all lots by the ACC and still in effect at the time work is initiated. Written approval for specified improvements or alterations on certain lots does not constitute approval for all lots.

4.4.3. Building Permit. If the application is for work that requires a building permit from the city, the ACC's approval is conditioned on the city's issuance of the appropriate permit. The ACC's approval of plans and specifications does not mean that they comply with the city's requirements.

**BEFORE MAKING ANY IMPROVEMENT OR ALTERATION
TO A LOT OR DWELLING, A BUILDER OR OWNER
MUST APPLY FOR THE ACC'S PRIOR WRITTEN APPROVAL.**

4.5. ACC GUIDELINES. The Association may publish architectural restrictions, guidelines, and standards developed by the ACC, subject to revision from time to time, including revisions to reflect changes in technology, style, and taste. The Association, acting through the ACC, has the right to establish and enforce architectural restrictions, guidelines, and standards relating to every aspect of proposed or existing improvements on a lot, including but not limited to dwellings, fences, and landscaping, and further including replacements or modifications of original construction or installation.

**ARTICLE 5
CONSTRUCTION AND USE RESTRICTIONS**

5.1. CONSTRUCTION RESTRICTIONS. Without the ACC's prior written approval for a variance, improvements constructed on every lot must have the characteristics described in Appendix B, which may be treated as the minimum requirements for improving and using a lot. The ACC and the board may promulgate additional rules and restrictions, as well as interpretations, additions, and specifications of the restrictions contained in this Article. An owner should review the Association's architectural restrictions, if any, before planning improvements, repairs, or replacements to his lot and dwelling.

5.2. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its board, is granted 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. 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 areas and streets.
- b. Hazardous, illegal, or annoying materials or activities on the Property.
- c. The use of services and utilities provided through the Association.
- d. The use, maintenance, and appearance of portions of lots and dwellings that are visible from the street or other dwellings.
- e. Landscaping and maintenance of yards.
- f. The types, sizes, numbers, locations, and behavior of animals at the Property.
- g. The types, sizes, numbers, conditions, uses, appearances, and locations of motorized and recreational vehicles on the Property.
- h. Disposition of trash and control of vermin, termites, and pests.

- i. Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for residents.

5.3. ANIMAL RESTRICTIONS. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for any commercial purpose. No farm animal or livestock may be kept anywhere on the Property, except that one farm animal per acre of lot may be kept temporarily on a lot solely for the purpose of a Resident child's 4-H or FFA project, and subject to rules adopted by the board. Domesticated household pets may be kept subject to rules adopted by the board. If the rules fail to establish animal occupancy quotas, no more than 4 dogs and/or cats may be maintained on each lot.

5.4. ANNOYANCE. No lot or common area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law. The board has the sole authority to determine what constitutes an annoyance.

5.5. APPEARANCE. Both the lot and the dwelling must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots. The ACC is the arbitrator of acceptable appearance standards.

5.6. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the board. As specified in Article 9, an owner must maintain any culvert or bar ditch on his lot in connection with the water drainage system for the Property.

5.7. DRIVEWAYS. The driveway portion of a lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the board's prior approval, the portion of driveway between the front building line and the street may not be used for storage purposes, including storage of boats, trailers, and inoperable vehicles, or for repair or restoration of vehicles.

5.8. LANDSCAPING. As specified in Article 9, each owner has duties for maintaining the landscaping on his lot, including the mowing of bar ditches. No person may perform landscaping, planting, or gardening on the common area or Areas of Common Responsibility, without the board's prior written authorization.

5.9. LEASING OF HOMES. An owner may lease the dwelling on his lot. Whether or not it is so stated in a lease, every lease is subject to the Documents. An owner is responsible for providing his tenant with copies of the Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease.

5.10. OCCUPANCY. Other than the completed principle dwelling, no thing or structure on a lot (including the garage) may be occupied as a residence at any time by any person. This provision applies, without limitation, to mobile homes, campers, and storage sheds. A guest house as described in Appendix B is exempt from this provision.

5.11. RESIDENTIAL USE. The use of a lot is limited exclusively to residential purposes or any other use permitted by this Declaration. This residential restriction does not, however, prohibit a resident from using a dwelling for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to all applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (5) the uses do not interfere with residents' use and enjoyment of neighboring lots.

5.12. FRONT YARDS. Anything determined by the board to be unsightly or inappropriate for a residential subdivision is not permitted in front yards.

5.13. SEPTIC TANKS. As originally developed, each lot will have a septic tank system. The materials and methods used to install, construct, maintain, repair, and replaces, as needed, the septic tank system must conform with the applicable requirements of the State of Texas and local authorities having jurisdiction.

5.14. SIGNS. No signs advertising the lots for sale or lease, other advertising signs, or unsightly objects may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the board's prior written approval. The board's approval may specify the location, nature, appearance, dimensions, number, and time period of any advertising sign. The Association may effect the removal of any sign that violates this Section without liability for trespass or any other liability connected with the removal. Notwithstanding the foregoing, an owner may erect, per lot, one professionally-made standard sign of not more than 5 square feet advertising the lot for sale or lease.

5.15. TELEVISION. Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Without the prior written consent of the ACC, no person may install the following equipment on a lot if it would be visible from a street: an antenna, microwave or satellite dish, receiving or transmitting tower; provided, however, that (1) reception-only tv antennas, (2) direct broadcast satellites (DBS) that are one meter or less in diameter, and (3) multipoint distribution service (MDS) antennas that are one meter or less in diameter may be installed, subject to the right of the Association to adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the antennas, masts, and dishes to the extent permitted by public law.

5.16. VEHICLES. All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section and Rules adopted by the board. Motor homes, commercial trucks and cabs, buses, trailers, boats, and other types of vehicles which are not customary personal passenger vehicles are permitted on the Property if they are completely screened from view of the street and other dwellings, except when en route to a lot. Any vehicle or vehicular equipment, mobile or otherwise, which the board deems to be a nuisance, unsightly, or inappropriate may not be kept, parked, or stored anywhere on the Property if the vehicle or vehicular equipment is visible from a street or another dwelling, without board approval. The foregoing restriction does not apply to vehicles and equipment temporarily on the Property in connection with the construction or maintenance of a dwelling. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. The Association may effect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle.

ARTICLE 6
ASSOCIATION AND MEMBERSHIP RIGHTS

6.1. **THE ASSOCIATION.** The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a property owners association and a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its members, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association comes into existence on the earlier of (1) issuance of its corporate charter or (2) the initial levy of assessments against the lots and owners. The Association will continue to exist at least as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

EVERY OWNER OF AN AURORA VISTA LOT
AUTOMATICALLY JOINS
A MANDATORY MEMBERSHIP ASSOCIATION

6.2. **GOVERNANCE.** The Association will be governed by a board of directors elected by the members. Unless the Association's bylaws or articles of incorporation provide otherwise, the board will consist of at least 3 persons elected at the annual meeting of the Association, or at a special meeting called for that purpose. The Association will be administered in accordance with the bylaws. Unless the Documents provide otherwise, any action requiring approval of the members may be approved in writing by owners of at least a majority of all lots, or at a meeting by owners of at least a majority of the lots that are represented at the meeting.

6.3. **MEMBERSHIP.** Each owner is a member of the Association, ownership of a lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the lot. The board may require satisfactory evidence of transfer of ownership before a purported owner is entitled to vote at meetings of the Association. If a lot is owned by more than one person or entity, each co-owner is a member of the Association and may exercise the membership rights appurtenant to the lot. A member who sells his lot under a contract for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the board. However, the contract seller remains liable for all assessments attributable to his lot until fee title to the lot is transferred.

6.4. **VOTING.** One vote is appurtenant to each lot. The total number of votes equals the total number of lots in the Property. Each vote is uniform and equal to the vote appurtenant to every other lot, except during the Development Period as permitted in Appendix C. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the Association's bylaws.

6.5. **VOTING BY CO-OWNERS.** The one vote appurtenant to a lot is not divisible. If only one of the multiple co-owners of a lot is present at a meeting of the Association, that person may cast the vote allocated to the lot. If more than one of the co-owners is present, the lot's one vote may be cast with the co-owners' unanimous agreement. Co-owners are in unanimous agreement if one of the co-owners casts the vote and no other co-owner makes prompt protest to the person presiding over the meeting. Any co-owner of a lot may vote by ballot or proxy, and may register protest to the casting of a vote by ballot or proxy by the other co-owners. If the person presiding over the meeting or balloting

receives evidence that the co-owners disagree on how the one appurtenant vote will be cast, the vote will not be counted.

6.6. BOOKS & RECORDS. The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to Article 1396-2.23.B. of the Texas Non-Profit Corporation Act.

6.7. INDEMNIFICATION. The Association indemnifies every officer, director, and committee member (for purposes of this Section, "Leaders") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a common expense, the Association will maintain adequate general liability and directors and officers liability insurance to fund this obligation, if it is reasonably available.

6.8. OBLIGATIONS OF OWNERS. Without limiting the obligations of owners under the Documents, each owner has the following obligations:

6.8.1. Information. Within 30 days after acquiring an interest in a lot; within 30 days after the owner has notice of a change in any information required by this Subsection; and on request by the Association from time to time, an owner will provide the Association with the following information: (1) a copy of the recorded deed by which owner has title to the lot; (2) the owner's address, phone number, and driver's license number, if any; (3) any mortgagee's name, address, and loan number; (4) the name and phone number of any resident other than the owner; (5) the name, address, and phone number of owner's managing agent, if any.

6.8.2. Pay Assessments. Each owner will pay assessments properly levied by the Association against the owner or his lot, and will pay regular assessments without demand by the Association.

6.8.3. Comply. Each owner will comply with the Documents as amended from time to time.

6.8.4. Reimburse. Each owner will pay for damage to the Property caused by the negligence or willful misconduct of the owner, a resident of the owner's lot, or the owner or resident's family, guests, employees, contractors, agents, or invitees.

6.8.5. Liability. Each owner is liable to the Association for violations of the Documents by the owner, a resident of the owner's lot, or the owner or resident's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

6.9. TRANSFER FEES. To help subsidize the costs of maintaining ownership records for purposes of assessment and voting, the board may levy, as an individual assessment, a charge for the transfer of a significant estate or fee simple title of a lot. A transfer fee is not refundable and may not be regarded as a prepayment of or credit against regular or special assessments. Transfer fees apply to

every transfer of title except the following: (1) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (2) transfer to, from, or by the Association; (3) voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent. This Section does not obligate the board to levy transfer fees.

ARTICLE 7 COVENANT FOR ASSESSMENTS

7.1. PURPOSE OF ASSESSMENTS. The Association will use assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of owners and residents, including but not limited to maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the board's decision with respect to the use of assessments is final.

7.2. PERSONAL OBLIGATION. An owner is obligated to pay assessments levied by the board against the owner or his lot. An owner makes payment to the Association at its principal office or at any other place the board directs. Payments must be made in full regardless of whether an owner has a dispute with the Association, another owner, or any other person or entity regarding any matter to which this Declaration pertains. No owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the common area or by abandonment of his lot. An owner's obligation is not subject to offset by the owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the owner and a continuing covenant running with the lot.

7.3. CONTROL FOR ASSESSMENT INCREASES. This Section of the Declaration may not be amended without the approval of owners of at least 67 percent of the lots. In addition to other rights granted to owners by this Declaration, owners have the following powers and controls over the Association's budget:

7.3.1. Veto Increased Dues. At least 30 days prior to the effective date of an increase in regular assessments, the board will notify an owner of each lot of the amount of, the budgetary basis for, and the effective date of the increase. The increase will automatically become effective unless owners of at least a majority of the lots disapprove the increase by petition or at a meeting of the Association. In that event, the last-approved budget will continue in effect until a revised budget is approved.

7.3.2. Veto Special Assessment. At least 30 days prior to the effective date of a special assessment, the board will notify an owner of each lot of the amount of, the budgetary basis for, and the effective date of the special assessment. The special assessment will automatically become effective unless owners of at least majority of the lots disapprove the special assessment by petition or at a meeting of the Association.

7.4. TYPES OF ASSESSMENTS. There are 3 types of assessments: Regular, Special, and Individual.

7.4.1. Regular Assessments. Regular assessments are based on the annual budget. Each lot is liable for its equal share of the annual budget. If the board does not approve an annual budget or fails to determine new regular assessments for any year, or delays in doing so, owners will continue to pay the regular assessment as last determined. If during the course of a year the

board determines that regular assessments are insufficient to cover the estimated common expenses for the remainder of the year, the board may increase regular assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. Maintenance, repair, and replacement, as necessary, of the common area.
- b. Maintenance, repair, and replacement, as necessary, of the Area of Common Responsibility.
- c. Utilities billed to the Association.
- d. Services billed to the Association and serving all lots.
- e. Taxes on property owned by the Association and the Association's income taxes.
- f. Management, legal, accounting, auditing, and professional fees for services to the Association.
- g. Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.
- h. Premiums and deductibles on insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association, including fidelity bonds and directors and officers liability insurance.
- i. Contributions to the reserve funds.
- j. Any other expense which the Association is required by law or the Documents to pay, or which in the opinion of the board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Documents.

7.4.2. Special Assessments. In addition to regular assessments, and subject to the owners' control for assessment increases, the board may levy one or more special assessments against all lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special assessments do not require the approval of the owners, except that special assessments for the following purposes must be approved by owners of least a majority of the lots:

- a. Acquisition of real property, other than the purchase of a lot at the sale foreclosing the Association's lien against the lot.
- b. Construction of additional improvements within the Property, but not replacement of original improvements.

- c. Any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

7.4.3. Individual Assessments. In addition to regular and special assessments, the board may levy an individual assessment against a lot and its owner. Individual assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an owner or his lot into compliance with the Documents; fines for violations of the Documents; insurance deductibles; transfer fees and resale certificate fees; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the lots, which may be assessed according to benefit received; and "pass through" expenses for services to lots provided through the Association and which are equitably paid by each lot according to benefit received.

7.5. BASIS & RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each lot is uniform for all lots, regardless of a lot's location or the value and size of the lot or dwelling, but subject to lower rates of assessment for vacant lots. The rates of assessment are as follows:

7.5.1. Improved Lot. A lot that has been improved with a completed dwelling will at all times thereafter be assessed at the full rate.

7.5.2. Vacant Lot. A lot that is vacant or on which a dwelling is under construction is assessed at half of the full rate. A vacant lot becomes subject to assessment at the full rate on the first day of the month following the month in which the dwelling is completed.

7.5.3. Declarant and Builder Lots. Notwithstanding the two preceding subsections, a lot that is owned by Declarant or a Builder during the Development Period is subject to the assessment exemption in Appendix C.

7.5.4. Board Determination. Notwithstanding the foregoing, the board may revoke the reduced-rate status of a vacant lot if becomes necessary or desirable for the Association to spend money on or for the lot, or if the board determines that a completed dwelling is eligible for a certificate of occupancy.

7.6. ANNUAL BUDGET. The board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The board will make the budget or its summary available to an owner of each lot, although failure to receive a budget or summary does not affect an owner's liability for assessments. The board will provide copies of the detailed budget to owners who make written request and pay a reasonable copy charge.

7.7. DUE DATE. The board may levy regular assessments on any periodic basis -- annually, semi-annually, quarterly, or monthly. Regular assessments are due on the first day of the period for which levied. Special and individual assessments are due on the date stated in the notice of assessment or, if no date is stated, within 10 days after notice of the assessment is given. Assessments are delinquent if not received by the Association on or before the due date.

7.8. RESERVE FUNDS. The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association will budget for reserves and use its best efforts to fund reserves out of regular assessments.

7.8.1. Operations Reserves. The Association will maintain operations reserves at a level sufficient to cover the cost of operational or maintenance emergencies or contingencies, including the full amount of deductibles on insurance policies maintained by the Association.

7.8.2. Replacement & Repair Reserves. The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the common area and Area of Common Responsibility.

7.9. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of owners of at least a majority of lots and the ability of the Association to repay the borrowed funds from assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the owners hereunder.

7.10. ASSESSMENT LIEN. Each owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay assessments to the Association. Each assessment is a charge on the lot and is secured by a continuing lien on the lot. Each owner, and each prospective owner, is placed on notice that his title may be subject to the continuing lien for assessments attributable to a period prior to the date he purchased his lot.

7.10.1. Superiority of Assessment Lien. The assessment lien is superior to all other liens and encumbrances on a lot, except only for (1) real property taxes and assessments levied by governmental and taxing authorities, (2) a recorded deed of trust lien securing a loan for construction of the original dwelling, and (3) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due.

7.10.2. Effect of Foreclosure. Foreclosure of a superior lien extinguishes the Association's claim against the lot for unpaid assessments that became due before the sale, but does not extinguish the Association's claim against the former owner. The purchaser at the foreclosure sale is liable for assessments coming due from and after the date of the sale, and for the owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

Yes, the HOA *can* foreclose!
 If you fail to pay assessments to the Association, you may lose title to your home if the association forecloses its assessment lien against your lot.

7.10.3. Perfection of Lien. The Association's lien for assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be recorded in the county's real property records. If the debt is

cured after a notice has been recorded, the Association will record a release of the notice at the expense of the curing owner.

7.10.4. Power of Sale. By accepting an interest in or title to a lot, each owner grants to the Association a private power of nonjudicial sale in connection with the Association's assessment lien. The board may appoint, from time to time, an officer, agent, trustee, substitute trustee, or attorney to exercise the power of sale on behalf of the Association. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a board meeting.

7.10.5. Foreclosure of Lien. The assessment lien may be enforced by judicial or nonjudicial foreclosure. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 8
EFFECT OF NONPAYMENT OF ASSESSMENTS
AND VIOLATION OF THE DOCUMENTS

8.1. COLLECTING DELINQUENT ASSESSMENTS. Owners who honor their obligations to the Association should not be burdened by owners who default. The board is responsible for taking action to collect delinquent assessments. Neither the board nor the Association, however, is liable to an owner or other person for its failure or inability to collect or attempt to collect an assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association has.

8.1.1. Delinquency. An assessment is delinquent if the Association does not receive payment in full by the assessment's due date.

8.1.2. Notice to Mortgagee. The board may notify and communicate with the holder of any lien against a lot regarding the owner's default in payment of assessments.

8.1.3. Interest. Delinquent assessments are subject to interest from the due date until paid, at a rate to be determined by the board from time to time, not to exceed the lesser of 18 percent or the maximum permitted by law. If the board fails to establish a rate, the rate is 10 percent per annum. Interest is an individual assessment.

8.1.4. Late Fees. Delinquent assessments are subject to reasonable late fees, at a rate to be determined by the board from time to time. Late fees are an individual assessment.

8.1.5. Costs of Collection. The owner of a lot against which assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent assessments, including attorneys fees and processing fees charged by the manager. Collection costs are an individual assessment.

8.1.6. Acceleration. If an owner defaults in paying an assessment that is payable in installments, the board may accelerate the remaining installments on 10 days' written notice to the

defaulting owner. The entire unpaid balance of the assessment becomes due on the date stated in the notice.

8.1.7. Suspension of Vote. If an owner's account has been delinquent for at least 30 days, the board may suspend the right to vote appurtenant to the lot. Suspension does not constitute a waiver or discharge of the owner's obligation to pay assessments.

8.1.8. Money Judgment. The Association may file suit seeking a money judgment against an owner delinquent in the payment of assessments, without foreclosing or waiving the Association lien for assessments.

8.1.9. Foreclosure of Assessment Lien. As provided by this Declaration, the Association may foreclose its lien against the lot by judicial or nonjudicial means.

8.1.10. Application of Payments. The board may adopt and amend policies regarding the application of payments. The board may refuse to accept partial payment, i.e., less than the full amount due and payable. The board may also refuse to accept payments to which the payer attaches conditions or directions contrary to the board's policy for applying payments. The board's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the lot's account.

8.2. ENFORCING THE DOCUMENTS. The remedies provided in this Section for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by law, the Association has the following right to enforce the Documents:

8.2.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

8.2.2. Fine. The Association may levy reasonable charges, as an individual assessment, against an owner and his lot if the owner or resident, or the owner or resident's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the owner's obligations under the Documents.

8.2.3. Suspension. The Association may suspend the right of owners and residents to use common areas for any period during which the owner or resident, or the owner or resident's family, guests, employees, agents, or contractors violate the Documents. A suspension does not constitute a waiver or discharge of the owner's obligations under the Documents.

8.2.4. Self-Help. The Association has the right to enter any part of the Property, including lots, to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the board is not trespassing and is not liable for damages related to the abatement. The board may levy its costs of abatement against the lot and owner as an individual assessment. Unless an emergency situation exists in the good faith opinion of the board, the board will give the violating owner 15 days' notice of its intent to exercise self-help. Notwithstanding the foregoing, the Association may not alter or demolish an item of construction on a lot without judicial proceedings.

8.2.5. No Waiver. The Association and every owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

8.3. NOTICE AND HEARING. Before levying a fine for violation of the Documents (other than nonpayment of assessments), or before levying an individual assessment for property damage, the Association will give the owner written notice of the levy and an opportunity to be heard before the board. The Association may also give a copy of the notice to the resident. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the levy of a fine or damage charge. The owner may attend the hearing in person, or may be represented by another person or written communication. The board may adopt additional procedures and requirements for notices and hearing.

8.4. 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 this Declaration, the bylaws, the Association's collection policies and resolutions, or any other document or agreement executed or made in connection with any of these, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects or applies as interest any sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid special and regular assessments, or reimbursed to the owner if those assessments are paid in full.

ARTICLE 9
MAINTENANCE AND REPAIR OBLIGATIONS

9.1. OVERVIEW. Generally, the Association maintains the Area of Common Responsibility and any common areas, and the owner maintains his lot and dwelling. If an owner fails to maintain his lot, the Association may perform the work at the owner's expense.

9.2. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, the following portions of the Property, regardless of whether the portions are on lots or common areas: any Common Areas, the Area of Common Responsibility, and real and personal property owned by the Association but which is not a common area, such as a lot owned by the Association.

9.3. OWNER RESPONSIBILITY. Every owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

9.3.1. Lot Maintenance. Each owner, at the owner's expense, must maintain his lot and all improvements on the lot, including but not limited to the dwelling, fences, sidewalks, and driveways, except any area designated as an Area of Common Responsibility. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each owner is expected to maintain his lot at a level, to a standard, and with an appearance that is commensurate with the neighborhood.

9.3.2. Bar Ditch & Culvert. To protect the water drainage system for the Property, each owner must maintain the metal culvert, if any, under the driveway and the bar ditch on his lot in a manner that allows the unimpeded flow of water. The owner must periodically check for and remove debris and mow the bar ditch.

9.3.3. Front Yards. In addition to the general duty for lot maintenance, each owner must maintain the portions of this lot that are visible from a street in a condition that is attractive at all times. Lawns must be mowed on a regular basis and ground vegetation must not be allowed to exceed 6 inches in height.

9.3.4. Avoid Damage. An owner may not do any work or to fail to do any work which, in the reasonable opinion of the board, would materially jeopardize the soundness and safety of the Property, reduce the value of the Property, adversely affect the appearance of the Property, or impair any easement relating to the Property.

9.3.5. Responsible for Damage. An owner is responsible for his own willful or negligent acts and those of his or the resident's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement to the common areas, the Area of Common Responsibility, or the property of another owner.

9.4. OWNER'S DEFAULT IN MAINTENANCE. If the board determines that an owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the owner is responsible, the board may give the owner written notice of the Association's intent to provide the necessary maintenance at owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the owner fails or refuses to timely perform the maintenance, the Association may do so at owner's expense, which is an individual assessment against the owner and his lot. In case of an emergency, however, the board's responsibility to give the owner written notice may be waived and the board may take any action it deems necessary to protect persons or property, the cost of the action being the owner's expense.

**ARTICLE 10
INSURANCE**

10.1. GENERAL PROVISIONS. All insurance affecting the Property is governed by the provisions of this Article, with which the board will make every reasonable effort to comply. The cost of insurance coverages and bonds maintained by the Association is an expense of the Association. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. Each owner irrevocably appoints the Association, acting through its board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association. Additionally:

10.1.1. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give at least 10 days' prior written notice to the board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

10.1.2. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, which will be paid by the party who would be liable for the loss or repair

in the absence of insurance. If a loss is due wholly or partly to an act or omission of an owner or resident or their invitees, the owner must reimburse the Association for the amount of the deductible that is attributable to the act or omission.

10.2: CASUALTY OR HAZARD. To the extent it is reasonably available, the Association will obtain blanket all-risk insurance for insurable common area improvements. If blanket all-risk insurance is not reasonably available, then the Association will obtain an insurance policy providing fire and extended coverage. Also, the Association will insure the improvements on any lot owned by the Association.

ARE YOU COVERED?

The Association does NOT insure the individually owned lots, dwellings, or contents of dwellings. The Association strongly urges each owner and resident to adequately insure his property. The policies maintained by the Association are NOT for the benefit of individual owners and residents.

10.3. GENERAL LIABILITY. The Association will maintain a commercial general liability insurance policy over the common areas -- expressly excluding the liability of each owner and resident within his lot -- for bodily injury and property damage resulting from the operation, maintenance, or use of the common areas. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an owner's claim because of negligent acts of the Association or other owners. If available, the Association may obtain liability insurance over the Area of Common Responsibility for bodily injury and property damage resulting from the maintenance of the Area of Common Responsibility.

10.4. DIRECTORS & OFFICERS LIABILITY. To the extent it is reasonably available, the Association will maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

10.5. OTHER COVERAGES. The Association may maintain any insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association, including but not limited to worker's compensation insurance, fidelity coverage, and any insurance and bond required by an Underwriting Lender for planned unit developments as long as an Underwriting Lender is a Mortgagee or an owner.

10.6. OWNER'S RESPONSIBILITY FOR INSURANCE. Each owner will obtain and maintain fire and extended coverage on all the improvements on his lot, in an amount sufficient to cover 80 percent of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. Further, each owner will obtain and maintain general liability insurance on his lot.

ARTICLE 11
MORTGAGEE PROTECTION

11.1. INTRODUCTION. This Article establishes certain standards for the benefit of Mortgagees, and is written to comply with Chapter VI of Fannie Mae's Selling Guide in effect at the time of drafting.

If a Mortgagee requests from the Association compliance with the guidelines of an Underwriting Lender, the board, without approval of owners or mortgagees, may amend this Article and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender. This Article is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this Article controls. Some sections of this Article apply to "Mortgagees," as defined in Article 1. Other sections apply to "Eligible Mortgagees," as defined below.

11.2. KNOWN MORTGAGEES. An owner who mortgages his lot will notify the Association, giving the complete name and address of his mortgagee and the loan number. An owner will also provide that information on request by the Association from time to time. The Association's obligations to mortgagees under the Documents extend only to those mortgagees known to the Association. All actions and approvals required by mortgagees will be conclusively satisfied by the mortgagees known to the Association, without regard to other holders of liens on lots. The Association may rely on the information provided by owners and mortgagees.

11.3. ELIGIBLE MORTGAGEES. "Eligible Mortgagee" means a Mortgagee that submits to the Association a written notice containing its name and address, the loan number, the identifying number and street address of the mortgaged lot, and the types of actions for which the Eligible Mortgagee requests timely notice. A single notice per lot will be valid so long as the Eligible Mortgagee holds a mortgage on the lot. The board will maintain this information. A representative of an Eligible Mortgagee may attend and address any meeting which an owner may attend.

11.4. MORTGAGEE RIGHTS.

11.4.1. Termination. An action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by at least 51 percent of Eligible Mortgagees, in addition to the required consents of owners. An action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least 67 percent of Eligible Mortgagees. The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within 30 days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

11.4.2. Inspection of Books. Mortgagees may inspect the Association's books and records, including the Documents, by appointment, during normal business hours.

11.4.3. Financial Statements. If a Mortgagee so requests, the Association will give the Mortgagee an audited statement for the preceding fiscal year within 120 days after the Association's fiscal year-end. A Mortgagee may have an audited statement prepared at its own expense.

11.4.4. Right of First Refusal. Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a lot does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien.

ARTICLE 12
DISPUTE RESOLUTION

12.1. **INTRODUCTION & DEFINITIONS.** The Association, the owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

12.1.1. "Claim" means any claim, grievance, or dispute between Parties involving the Properties, except Exempt Claims as defined below, and including without limitation:

- a. Claims arising out of or relating to the interpretation, application, or enforcement of the Documents.
- b. Claims relating to the rights and/or duties of Declarant as Declarant under the Documents.
- c. Claims relating to the design, construction, or maintenance of the Property.

12.1.2. "Claimant" means any Party having a Claim against any other Party.

12.1.3. "Declarant" means, individually and collectively, the Declarant as defined in Article 1; Declarant's architect, engineer, other design professionals, builder, general contractor, and broker; and their respective officers, directors, principals, employees, and agents.

12.1.4. "Exempt Claims" means the following claims or actions, which are exempt from this Article:

- a. The Association's claim for assessments, and any action by the Association to collect assessments.
- b. An action by any Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.
- c. Enforcement of the easements, architectural control, and use restrictions of this Declaration, and rules promulgated by the Association.

12.1.5. "Respondent" means the Party against whom the Claimant has a Claim.

12.2. **MANDATORY PROCEDURES.** Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

12.3. NOTICE. Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Section.

12.4. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

12.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within 120 days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have 30 additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least 5 years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

12.6. BINDING ARBITRATION. If the parties mediate but do not resolve the Claim through mediation, Respondent and Claimant will arbitrate the Claim. Claimant has 30 days following termination (as determined by the mediator) of mediation proceedings to submit the Claim to binding arbitration in accordance with the General Arbitration Act of the State of Texas. The arbitrator must have at least 5 years of experience serving as an arbitrator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. The arbitration award is final and binding, and judgment may be entered on it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Texas. If Claimant does not submit the Claim to arbitration within the 30-day period, Claimant is deemed to have abandoned the Claim and Respondent is released and discharged from any and all liability to Claimant arising out of the Claim.

12.7. OTHER ADR. If a Claim is exempt from arbitration under Section 171.001 of the General Arbitration Act, Claimant has 120 days following termination (as determined by the mediator) of mediation proceedings to file a suit on the Claim, which must be accompanied by Claimant's motion to the court to order an alternative dispute resolution procedure, as permitted by Chapter 154 of the Texas Civil Practice and Remedies Code. If Claimant does not file the suit and motion to resolve the Claim by an ADR procedure, Claimant is deemed to have abandoned the Claim and Respondent is released and discharged from any and all liability to Claimant arising out of the Claim.

12.8. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, Arbitration, and Other ADR sections above, including its attorneys fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator, and the costs of conducting the arbitration or other ADR proceeding. However, if the Claim is rejected in whole or in part by the arbitrator or the other ADR proceeding, Claimant will pay all costs incurred after termination of

mediation, including but not limited to all costs of conducting the arbitration or the other ADR proceeding and Respondent's attorneys fees.

12.9. ENFORCEMENT OF RESOLUTION. If the parties agree to resolve a Claim through negotiation or mediation and a party thereafter fails to abide by the terms of the agreement, or if a party fails to comply with the arbitration award following arbitration, or with the outcome of the other ADR proceeding, then the other party may file suit or initiate administrative proceedings to enforce the agreement, arbitration award, or other outcome without the need to again comply with the procedures set forth in this Article. In that event, the party taking action to enforce the agreement, award, or outcome is entitled to recover from the non-complying party all costs incurred in enforcing the agreement, award, or outcome, including, without limitation, attorneys fees and court costs.

12.10. GENERAL PROVISIONS. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article.

**ARTICLE 13
AMENDMENTS**

13.1. CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of this Declaration may be executed by Declarant alone, or by the board alone. Otherwise, amendments to this Declaration must be approved by owners of at least a majority of the lots.

13.2. METHOD OF AMENDMENT. For an amendment that requires the approval of owners, this Declaration may be amended by any method selected by the board from time to time, pursuant to the bylaws, provided the method gives an owner of each lot the substance if not exact wording of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment.

13.3. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by an officer of the Association, certifying the requisite approval of owners and, if required, Eligible Mortgagees; and (3) recorded in the real property records of Wise County.

13.4. DECLARANT PROVISIONS. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without Declarant's written and acknowledged consent.

13.5. MERGER. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by owners of at least a majority of the lots. Upon a merger or consolidation of the Association with another association, the property, 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 the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established upon any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

13.6. TERMINATION. Termination of the terms of this Declaration and the status of the Property as a planned unit development are according to the following provisions. In the event of substantially total damage, destruction, or public condemnation of the Property, an amendment to terminate must be approved by owners of at least 67 percent of the lots. In the event of public condemnation of the entire Property, an amendment to terminate may be executed by the board without a vote of owners. In all other circumstances, an amendment to terminate must be approved by owners of at least 80 percent of the lots.

ARTICLE 14
GENERAL PROVISIONS

14.1. COMPLIANCE. The owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and all applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

14.2. NOTICE. All demands or other notices required to be sent to an owner or resident by the terms of this Declaration may be sent by ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. If an owner fails to give the Association an address for mailing notices, all notices may be sent to the owner's lot, and the owner is deemed to have been given notice whether or not he actually receives it.

14.3. SEVERABILITY. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

14.4. CAPTIONS. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

14.5. APPENDIXES. The appendixes listed below are attached to this Declaration and incorporated herein by reference. Because Appendix C of this Declaration are destined to become obsolete, beginning 25 years after the date this Declaration is first recorded, the board may restate, rerecord, or publish this Declaration without Appendix C, provided the other appendixes are not relettered. The automatic expiration and subsequent deletion of Appendix C do not constitute an amendment of this Declaration. The Appendixes to this Declaration include:

- A - Description of Subject Property
- B - Construction Specifications
- C - Declarant's Representations and Reservations
- D - Restrictions for Water Supplier
- E - Description of Additional Land Subject to Annexation

14.6. INTERPRETATION. Whenever used in the Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

14.7. DURATION. Unless terminated or amended by owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

14.8. PREPARER. This Declaration was prepared by Sharon Reuler, P.C., of Palmer, Allen & McTaggart, L.L.P., 8111 Preston Road, Suite 300, Dallas, Texas 75225.

SIGNED AND ACKNOWLEDGED

SIGNED on this 26 day of August 1998.

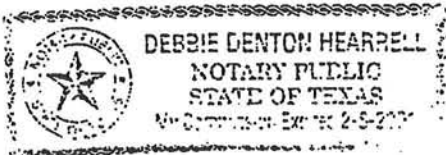
AURORA VISTA INVESTORS, a Texas Joint Venture

By: AURORA LIGHTS DEVELOPMENT CO., a Texas Limited Liability Corporation, its managing partner

By: [Signature]
Jerome J. Frank, Jr., President

THE STATE OF TEXAS §
Wise COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26th day of August 1998, by Jerome J. Frank, Jr., President of Aurora Lights Development Co., a Texas Limited Liability Corporation, on behalf of said corporation in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



[Signature]
Notary Public, The State of Texas

APPENDIX A
DESCRIPTION OF SUBJECT PROPERTY

AURORA VISTA

The 43.160 acre tract described and dedicated in the Final Plat of Phase One of Aurora Vista Addition, an addition to the City of Aurora, Wise County, Texas, approved by the City of Aurora on February 9, 1998, and recorded or to be recorded in the Real Property Records of Wise County, Texas, including without limitation:

- Lots 1 through 13, Block A
- Lots 1 through 14, Block B
- Lots 1 through 8, Block C

**ANNEXATION AMENDMENT AND
AMENDED & RESTATED APPENDIX A**

AURORA VISTA

RECITALS

- A. Aurora Vista Investors, a Texas joint venture ("**Declarant**"), is the developer of Aurora Vista, a phased planned development located in the City of Aurora, Wise County, Texas.
- B. Certain lots in Aurora Vista are subject to the Declaration of Covenants, Conditions & Restrictions for Aurora Vista, filed on August 26, 1998, as Document No. 247661, and recorded in Volume 810, Page 1, Real Property Records, Wise County, Texas, as supplemented by amendments of annexation recorded on August 17, 2000, as Document No. 277939, in Volume 978, Page 252; on October 24, 2000, as Document No. 281061, in Volume 995, Page 220; on October 24, 2000, as Document No. 281062, in Volume 995, Page 223; on March 30, 2001, as Document No. 287601, in Volume 1033, Page 176; and on September 27, 2001, as Document No. 297031, in Volume 1090, Page 835, Real Property Records, Wise County, Texas (collectively, the "**Declaration**").
- C. As provided by Appendix C to the Declaration, Declarant has the right to expand the property subject to the Declaration by amending the Declaration to add some or all of the real property described in Appendix E to the Declaration.
- D. Of the real property described in Exhibit A to this Amendment, Declarant owns all of the property that has not previously been subjected to the Declaration, all of which is part of the land described in Appendix E to the Declaration.
- E. By recording this Amendment of Annexation, Declarant submits all of Phases One and Two of Aurora Vista not previously subjected to the Declaration, except for Block J of Phase Two, to the provisions of the Declaration and revises and restates Appendix A of the Declaration.

AMENDMENTS

1. All parts of Phases One and Two of Aurora Vista that have not previously been made subject to the Declaration, except for Block J of Phase Two, are hereby made subject to the Declaration by inclusion in Exhibit A to this Amendment, attached hereto and incorporated herein for all purposes, including without limitation, all of Blocks E, F, K, and L, and Lots B & B-1 of Block H, of Phase Two of Aurora Vista, according to the plat thereof recorded on June 13, 2000, in Cabinet B, Section 501, Plat Records, Wise County, Texas.
2. The Declaration is hereby amended by the provisions herein and by the Amended & Restated Appendix A, which describes real property subject to the Declaration, attached hereto as Exhibit A and incorporated herein for all purposes, which entirely replaces previously published versions of Appendix A of the Declaration.

SIGNED to be effective August 26, 2002.

AURORA VISTA INVESTORS, a Texas joint venture

By: AURORA LIGHTS DEVELOPMENT, L.L.C., a Texas limited liability company, its managing partner

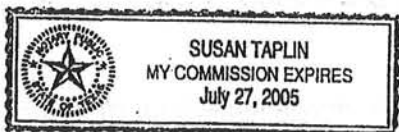
By: [Signature]
Jerome J. Frank, Jr., President

By: APOLLO PROPERTY, L.L.C., a Texas limited liability company, a partner

By: [Signature]
J. K. Miller, Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

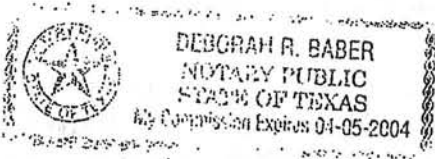
This instrument was acknowledged before me on the 26th day of August 2002 by Jerome J. Frank, Jr., President of Aurora Lights Development, L.L.C., a Texas limited liability company, on behalf of said company in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



[Signature]
Notary Public, The State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WISE §

This instrument was acknowledged before me on the 27 day of August 2002 by J. K. Miller, Manager of Apollo Property, LLC, a Texas limited liability company, on behalf of said company in its capacity as a partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



[Signature]
Notary Public, The State of Texas

EXHIBIT A

**AMENDED & RESTATED
APPENDIX A
DESCRIPTION OF SUBJECT LAND**

AURORA VISTA

All of Phase One of Aurora Vista, according to the plat thereof recorded in Plat Cabinet B, Section 479, Plat Records, Wise County, Texas, as described therein by metes and bounds to contain 43.160 acres,

And all of Phase Two of Aurora Vista, according to the plat thereof recorded on June 13, 2000, in Cabinet B, Section 501, Plat Records, Wise County, Texas, as described therein by metes and bounds to contain 177.80 acres, save and except Block J.

Including the following house lots:

Lots 1 through 13, Block A	Lots 1 through 22, Block G
Lots 1 through 14, Block B	Lots 1 through 10, Block H
Lots 1 through 8, Block C	Lots 1 through 18, Block I ("eye")
Lots 1 through 11, Block D	Lots 1 through 14, Block K
Lots 1 through 11, Block E	Lots 1 through 12, Block L
Lots 1 through 7, Block F	

Also including the following Common Areas of Aurora Vista:

Lot 12, Block D, Phase Two (Nature Trail)
Lot 8, Block F, Phase Two (Nature Trail)
Lot 23, Block G, Phase Two (Nature Trail)
Lot 11, Block H, Phase Two (Nature Trail)
10.37 acres out of Lot A, Block J, Phase Two (being 15.37-acre Common Area minus Drill Site "A")

Also including the following Areas of Common Responsibility of Aurora Vista, being the 5-acre drill sites for which recreational surface use is available to the Association pursuant to an agreement with the owner of the drill sites:

Drill Site "A" in Lot A, Block J, Phase Two
Drill Site "B" in Lot B, Block H, Phase Two
Drill Site "C" in Lot C, Block F, Phase Two
and access to Drill Site "B", being Lot B-1, Block H, Phase Two

SAVE AND EXCEPT AND EXPRESSLY EXCLUDING from annexation under this instrument LOTS 1 & 2, BLOCK J, AURORA VISTA PHASE TWO (the "Business Lots").

AFTER RECORDING, PLEASE RETURN TO:

Sharon Reuler, P.C.
Palmer, Allen & McTaggart, L.L.P.
8111 Preston Road, Suite 300
Dallas, Texas 75225

Filed for Record in:
Wise County
Honorable Sherry Parker
County Clerk
On: Aug 28, 2002 at 02:54P

As a
Official Records

Document Number: 313725

Amount 15.00

Receipt Number - 98897

By
Nancy Humphrey, Deputy

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.

STATE OF TEXAS COUNTY OF WISE

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Wise County
as stamped hereon by me.

AUG 28, 2002

By, Nancy Humphrey Deputy
Honorable Sherry Parker, County Clerk
Wise County

978/252

277939

AMENDMENT OF ANNEXATION
OF BLOCK G, PHASE TWO, AURORA VISTA

COPY

TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OPENING RECITALS

A. Aurora Vista Investors, a Texas joint venture ("Declarant"), is the developer of Aurora Vista, a planned development located in the City of Aurora, Wise County, Texas, which is subject to the Declaration of Covenants, Conditions & Restrictions for Aurora Vista, filed on August 26, 1998, as Document No. 247661, and recorded in Volume 810, Page 1, Real Property Records, Wise County, Texas (the "Declaration").

B. As provided by Appendix C to the Declaration, Declarant has the right to expand the Property by amending the Declaration to add some or all of the real property described in Appendix E to the Declaration.

C. Declarant owns the real property described in Exhibit A to this Amendment, which is part of the land described in Appendix E to the Declaration.

D. By recording this Amendment of Annexation, Declarant submits the property described in Exhibit A to the provisions of the Declaration.


AMENDMENT

Appendix A of the Declaration, which describes real property subject to the Declaration, is hereby amended by the addition of the real property described in Exhibit A to this Amendment, attached hereto and incorporated herein for all purposes.

SIGNED on this 15th day of August 2000.

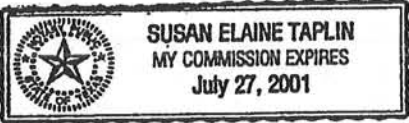
AURORA VISTA INVESTORS, a Texas Joint
Venture

By: AURORA LIGHTS DEVELOPMENT
CO., a Texas Limited Liability
Corporation

By: 
Jerome J. Frank, Jr., President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15th day of August 2000 by Jerome J. Frank, Jr., President of Aurora Lights Development Co., a Texas Limited Liability Corporation, on behalf of said corporation in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



Susan Taplin
Notary Public, The State of Texas

=====

EXHIBIT A
DESCRIPTION OF SUBJECT LAND

Block G of Aurora Vista, Phase Two, according to the plat thereof recorded on June 13, 2000, in Cabinet B, Section 501, Plat Records, Wise County, Texas, and including:

HOUSE LOTS

Lots 1 - 22, Block G, Aurora Vista, Phase Two

COMMON AREA

Lot 23, Block G, Aurora Vista, Phase Two

**AMENDMENT OF ANNEXATION
OF BLOCK D, PHASE TWO, AURORA VISTA**

TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OPENING RECITALS

A. Aurora Vista Investors, a Texas joint venture ("**Declarant**"), is the developer of Aurora Vista, a Planned development located in the City of Aurora, Wise County, Texas, which is subject to the Declaration of Covenants, Conditions & Restrictions for Aurora Vista, filed on August 26, 1998, as Document No. 247661, and recorded in Volume 810, Page 1, Real Property Records, Wise County, Texas (the "**Declaration**").

B. As provided by Appendix C to the Declaration, Declarant has the right to expand the Property by amending the Declaration to add some or all of the real property described in Appendix E to the Declaration.

C. Declarant owns the real property described in Exhibit A to this Amendment, which is part of the Land described in Appendix E to the Declaration.

D. By recording this Amendment of Annexation, Declarant submits the property described in Exhibit A to the provisions of the Declaration.

AMENDMENT

Appendix A of the Declaration, which describes real property subject to the Declaration, is hereby amended by the addition of the real property described in Exhibit A to this Amendment, attached hereto and incorporated herein for all purposes.

SIGNED on this 11 day of OCT, 2000.

AURORA VISTA INVESTORS, a Texas Joint Venture

By: AURORA LIGHTS DEVELOPMENT CO., a Texas
Limited Liability Corporation

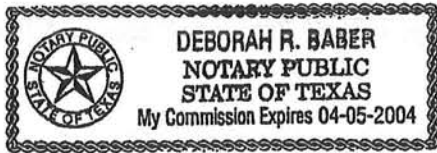
By: 

Jerome J. Frank, Jr., President

THE STATE OF TEXAS

COUNTY OF ~~DALLAS~~ *Wise*
DNB

This instrument was acknowledged before me on the 11 day of Oct. 2000 by Jerome J. Frank, Jr., President of Aurora Lights Development co., a Texas Limited Liability Corporation, on behalf of said corporation in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



Deborah R Baber
Notary Public, The State of Texas

EXHIBIT A
DESCRIPTION OF SUBJECT LAND

Block of Aurora Vista, Phase Two, according to the plat thereof recorded on June 13, 2000, in Cabinet B, Section 501, Plat Records, Wise County, Texas, and including:

HOUSE LOTS

Lots 1 – 11, Block D, Aurora Vista, Phase Two

COMMON AREA

Lot 12, Block D, Aurora Vista, Phase Two

AMENDMENT OF ANNEXATION
OF BLOCK H, PHASE TWO, AURORA VISTA

TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OPENING RECITALS

A. Aurora Vista Investors, a Texas joint venture ("Declarant"), is the developer of Aurora Vista, a Planned development located in the City of Aurora, Wise County, Texas, which is subject to the Declaration of Covenants, Conditions & Restrictions for Aurora Vista, filed on August 26, 1998, as Document No. 247661, and recorded in Volume 810, Page 1, Real Property Records, Wise County, Texas (the "Declaration").

B. As provided by Appendix C to the Declaration, Declarant has the right to expand the Property by amending the Declaration to add some or all of the real property described in Appendix E to the Declaration.

C. Declarant owns the real property described in Exhibit A to this Amendment, which is part of the Land described in Appendix E to the Declaration.

D. By recording this Amendment of Annexation, Declarant submits the property described in Exhibit A to the provisions of the Declaration.

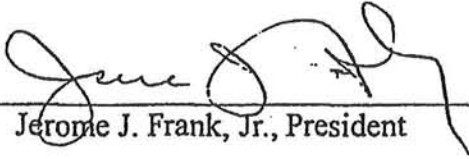
AMENDMENT

Appendix A of the Declaration, which describes real property subject to the Declaration, is hereby amended by the addition of the real property described in Exhibit A to this Amendment, attached hereto and incorporated herein for all purposes.

SIGNED on this 23 day of March, 2001.

AURORA VISTA INVESTORS, a Texas Joint Venture

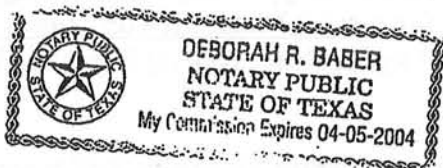
By: AURORA LIGHTS DEVELOPMENT CO., a Texas
Limited Liability Corporation

By: 
Jerome J. Frank, Jr., President

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the ²⁶~~23~~ day of Mar 2000 by Jerome J. Frank, Jr., President of Aurora Lights Development co., a Texas Limited Liability Corporation, on behalf of said corporation in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



Deborah R Baber
Notary Public, The State of Texas

EXHIBIT A
DESCRIPTION OF SUBJECT LAND

Block *H* of Aurora Vista, Phase Two, according to the plat thereof recorded on June 13, 2000, in Cabinet B, Section 501, Plat Records, Wise County, Texas, and including:

HOUSE LOTS

Lots 4-10, Block H, Aurora Vista, Phase Two

COMMON AREA

Aurora Vista, Phase Two

INCT 61-#02 21325 DRB

ANNEXATION & VARIANCE FOR BLOCK J

AURORA VISTA

RECITALS

A. Aurora Vista Investors, a Texas joint venture ("Declarant"), is the developer of Aurora Vista, a phased planned development located in the City of Aurora, Wise County, Texas.

B. Certain lots in Aurora Vista are subject to the Declaration of Covenants, Conditions & Restrictions for Aurora Vista, filed on August 26, 1998, as Document No. 247661, and recorded in Volume 810, Page 1, Real Property Records, Wise County, Texas, as supplemented by amendments of annexation recorded on August 17, 2000, as Document No. 277939, in Volume 978, Page 252; on October 24, 2000, as Document No. 281061, in Volume 995, Page 220; on October 24, 2000, as Document No. 281062, in Volume 995, Page 223; on March 30, 2001, as Document No. 287601, in Volume 1033, Page 176; and on September 27, 2001, as Document No. 297031, in Volume 1090, Page 835, Real Property Records, Wise County, Texas (collectively, the "Declaration").

C. As provided by Appendix C to the Declaration, Declarant has the right to expand the property subject to the Declaration by amending the Declaration to add some or all of the real property described in Appendix E to the Declaration, and also has the right to amend the Declaration for certain purposes.

D. Declarant has determined that two of the platted lots in Phase Two of Aurora Vista are well suited for a business use that is compatible with the residential nature of Aurora Vista. Instead of excluding the 2 lots - Lots 1 & 2 of Block J of Aurora Vista Phase Two, hereafter the "Business Lots" - from the Declaration in order to preserve the exclusively residential nature of Aurora Vista, Declarant deems it to be in the best interests of the owners of Aurora Vista and the owners' association that administers Aurora Vista to include the Business Lots within the development that is subject to the Restrictions, but to grant special use restrictions, as needed, for the Business Lots.

E. Declarant and the Association expect the initial use of the Business Lots to be a children's day care center, which is an acceptable use at the time of this instrument.

F. To the extent that provisions of this Amendment constitute variances of the Declaration that are properly granted by the Aurora Vista Owners Association, Inc. (the "Association"), the property owners association that administers Aurora Vista, the Association consents to this instrument by signing below.

G. By recording this Annexation and Variance for Block J, Declarant submits Lots 1 and 2 of Block J of Phase Two of Aurora Vista to the provisions of the Declaration and to the provisions contained herein.

AMENDMENTS

1. The following described property (hereafter, the "Business Lots") is hereby made subject to the Declaration:

LOTS 1 AND 2, BLOCK J, AURORA VISTA PHASE TWO, according to the plat thereof recorded on June 13, 2000, in Cabinet B, Section 501, Plat Records, Wise County, Texas.

2. In annexing the Business Lots to the Declaration and the authority of the Association, Declarant and the Association hereby grant to and for the benefit of the owners of the Business Lots an exemption from the residential use restriction of Section 5.11 of the Declaration, subject to the following conditions:

- (1) The nature of the nonresidential use of the Business Lots must be approved by the Association, which may not unreasonably withhold its approval for a nonresidential use that is compatible with a residential subdivision and with the neighborhood standards of Aurora Vista.
- (2) The Business Lots must be improved with structures that are compatible with the residential nature of Aurora Vista.
- (3) All improvements on the Business Lots must be approved and accepted by the Architectural Control Committee of the Association, which may grant variances as needed consistent with the overall goal of compatibility and neighborhood standards.

3. In connection with the annexation of the Business Lots to the Declaration and the authority of the Association, Declarant and the Association hereby subject the Business Lots and the Association to the following conditions:

- (1) Assessment Rate. Notwithstanding the provisions of Section 7.5 of the Declaration, beginning with the 2003 annual assessment, the rate of assessment for each Business Lot shall be twice the rate of assessment for other improved lots.
- (2) Common Area Use. If the Business Lots are used as a children's day care center, as anticipated at the time of this instrument, the owner of each Business Lot may use the common areas of Aurora Vista in connection with the permitted business use provided (i) such use does not interfere with the common area use by other residents of Aurora Vista, (ii) such use does not damage the common area or increase the Association's cost of maintaining the common area, and (iii) such use does not increase the risks or liability of the Association pertaining to common area ownership and operation.

4. If the relationship between the Business Lots and the Association is not successful, the Business Lots may be removed from the Declaration and the authority of the Association by recording an instrument of removal that is executed and acknowledged by all the owners of land in Block J of Aurora Vista Phase Two and by all the directors of the Association. The instrument must recite the certification of the Association's directors that the removal is in the best interests of the Association. Such removal shall be effective when the instrument of removal is recorded in the Real Property Records of Wise County, Texas.

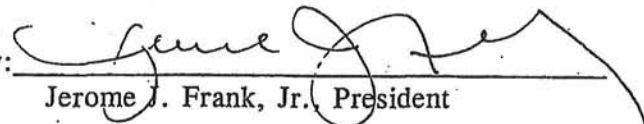
5. The Declaration is hereby amended by the provisions herein.

SIGNED to be effective August 26, 2002.

DECLARANT & OWNER

AURORA VISTA INVESTORS, a Texas joint venture

By: AURORA LIGHTS DEVELOPMENT, L.L.C., a Texas limited liability company, its managing partner

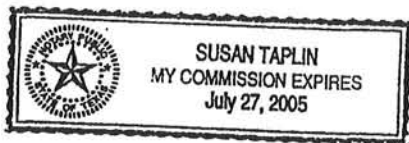
By: 
Jerome J. Frank, Jr., President

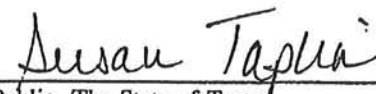
By: APOLLO PROPERTY, L.L.C., a Texas limited liability company, a partner

By: 
J. K. Miller, Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

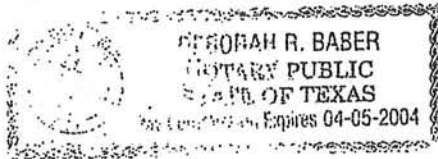
This instrument was acknowledged before me on the 26th day of August 2002 by Jerome J. Frank, Jr., President of Aurora Lights Development, L.L.C., a Texas limited liability company, on behalf of said company in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.




Notary Public, The State of Texas

THE STATE OF TEXAS §
§
COUNTY OF WISE §

This instrument was acknowledged before me on the 27 day of August 2002 by J. K. Miller, Manager of Apollo Property, LLC, a Texas limited liability company, on behalf of said company in its capacity as a partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



Deborah R Baber
Notary Public, The State of Texas

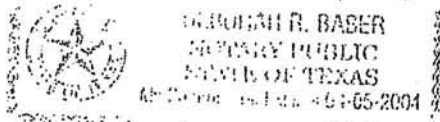
WITH THE CONSENT AND APPROVAL OF

AURORA VISTA OWNERS ASSOCIATION, INC.,
a Texas property owners association

By: *J. K. Miller*
J. K. Miller, President

THE STATE OF TEXAS §
§
COUNTY OF WISE §

This instrument was acknowledged before me on this 27 day of August 2002 by J. K. Miller, President of Aurora Vista Owners Association, Inc., a Texas property owners association, on behalf of said association.



Deborah R Baber
Notary Public, The State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Sharon Reuler, P.C.
Palmer, Allen & McTaggart, L.L.P.
8111 Preston Road, Suite 300
Dallas, Texas 75225

Filed for Record in:
Wise County
Honorable Sherry Parker
County Clerk
On: Aug 28, 2002 at 02:58P

As a
Official Records

Document Number: 313726

Amount 17.00

Receipt Number - 98097

By
Nancy Humphrey, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE
SELL, RENTAL, OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE IS
INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS COUNTY OF WISE

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Wise County
as stamped hereon by me.

Aug 28, 2002

By, Nancy Humphrey Deputy
Honorable Sherry Parker, County Clerk
Wise County

AMENDMENT OF ANNEXATION
OF LOTS 1 - 18, BLOCK I, PHASE TWO, AURORA VISTA

RECITALS

A. Aurora Vista Investors, a Texas joint venture ("Declarant"), is the developer of Aurora Vista, a phased planned development located in the City of Aurora, Wise County, Texas.

B. Certain lots in Aurora Vista are subject to the Declaration of Covenants, Conditions & Restrictions for Aurora Vista, filed on August 26, 1998, as Document No. 247661, and recorded in Volume 810, Page 1, Real Property Records, Wise County, Texas, as supplemented by amendments of annexation (the "Declaration").

C. As provided by Appendix C to the Declaration, Declarant has the right to expand the property subject to the Declaration by amending the Declaration to add some or all of the real property described in Appendix E to the Declaration.

D. Declarant owns the real property described in Exhibit A to this Amendment, which is part of the land described in Appendix E to the Declaration.

E. By recording this Amendment of Annexation, Declarant submits the property described in Exhibit A to the provisions of the Declaration.

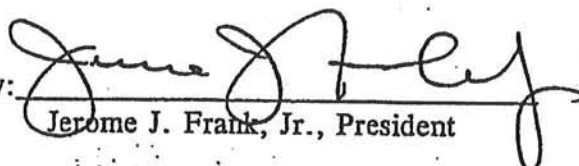
AMENDMENT

Appendix A of the Declaration, which describes real property subject to the Declaration, is hereby amended by the addition of the real property described in Exhibit A to this Amendment, attached hereto and incorporated herein for all purposes.

SIGNED on this 24th day of September 2001.

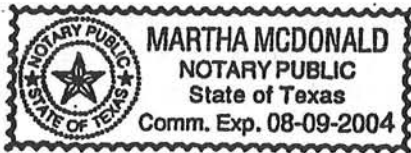
AURORA VISTA INVESTORS, a Texas Joint
Venture

By: AURORA LIGHTS DEVELOPMENT
CO., a Texas Limited Liability
Corporation, its managing partner

By: 
Jerome J. Frank, Jr., President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of September 2001 by Jerome J. Frank, Jr., President of Aurora Lights Development Co., a Texas Limited Liability Corporation, on behalf of said corporation in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



Martha McDonald
Notary Public, The State of Texas

=====

EXHIBIT A
DESCRIPTION OF SUBJECT LAND

LOTS 1 - 18, BLOCK I ("eye") OF AURORA VISTA, PHASE TWO, according to the plat thereof recorded on June 13, 2000, in Cabinet B, Section 501, Plat Records, Wise County, Texas.

AFTER RECORDING, PLEASE RETURN TO:

Sharon Reuler, P.C.
Palmer, Allen & McTaggart, L.L.P.
8111 Preston Road, Suite 300
Dallas, Texas 75225

Filed for Record in:
Wise County
Honorable Sherry Parker
County Clerk
On: Sep 27, 2001 at 02:13P

As a
Official Records

Document Number: 297031

Amount 13.00

Receipt Number - 76709

By
Michele Fennell, Deputy

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.

STATE OF TEXAS COUNTY OF WISE

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Wise County
as stamped hereon by me.

Sep 27, 2001

By, *Loree Middleton* Deputy

Honorable Sherry Parker, County Clerk
Wise County

AMENDMENT OF ANNEXATION
OF BLOCK H, PHASE TWO, AURORA VISTA

TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OPENING RECITALS

A. Aurora Vista Investors, a Texas joint venture ("Declarant"), is the developer of Aurora Vista, a Planned development located in the City of Aurora, Wise County, Texas, which is subject to the Declaration of Covenants, Conditions & Restrictions for Aurora Vista, filed on August 26, 1998, as Document No. 247661, and recorded in Volume 810, Page 1, Real Property Records, Wise County, Texas (the "Declaration").

B. As provided by Appendix C to the Declaration, Declarant has the right to expand the Property by amending the Declaration to add some or all of the real property described in Appendix E to the Declaration.

C. Declarant owns the real property described in Exhibit A to this Amendment, which is part of the Land described in Appendix E to the Declaration.

D. By recording this Amendment of Annexation, Declarant submits the property described in Exhibit A to the provisions of the Declaration.

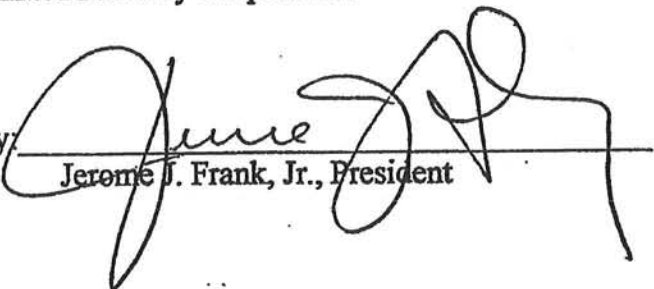
AMENDMENT

Appendix A of the Declaration, which describes real property subject to the Declaration, is hereby amended by the addition of the real property described in Exhibit A to this Amendment, attached hereto and incorporated herein for all purposes.

SIGNED on this 11 day of Oct 2,000.

AURORA VISTA INVESTORS, a Texas Joint Venture

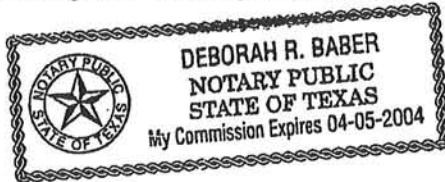
By: AURORA LIGHTS DEVELOPMENT CO., a Texas
Limited Liability Corporation

By: 
Jerome J. Frank, Jr., President

THE STATE OF TEXAS

Wise
COUNTY OF ~~DALLAS~~ *DRS*

This instrument was acknowledged before me on the 11 day of Oct 2000 by Jerome J. Frank, Jr., President of Aurora Lights Development co., a Texas Limited Liability Corporation, on behalf of said corporation in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.



Deborah R Baber

Notary Public, The State of Texas

EXHIBIT A
DESCRIPTION OF SUBJECT LAND

Block of Aurora Vista, Phase Two, according to the plat thereof recorded on June 13, 2000, in Cabinet B, Section 501, Plat Records, Wise County, Texas, and including:

HOUSE LOTS

Lots 1 - 3, Block H, Aurora Vista, Phase Two

COMMON AREA

Lot 11, Block H, Aurora Vista, Phase Two

**CONSTRUCTION SPECIFICATIONS AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF AURORA VISTA**

RECITALS

A. Aurora Vista Investors, a Texas joint venture ("Declarant"), is the developer of Aurora Vista, a phased planned development located in the City of Aurora, Wise County, Texas, according to the plats thereof recorded in Plat Cabinet B, Sections 479 and 501, Plat Records, Wise County, Texas.

B. Aurora Vista is subject to the Declaration of Covenants, Conditions & Restrictions for Aurora Vista, filed on August 26, 1998, as Document No. 247661, and recorded in Volume 810, Page 1, Real Property Records, Wise County, Texas, as supplemented or amended by the instruments recorded on August 17, 2000, as Document No. 277939, in Volume 978, Page 252; on October 24, 2000, as Document No. 281061, in Volume 995, Page 220; on October 24, 2000, as Document No. 281062, in Volume 995, Page 223; on March 30, 2001, as Document No. 287601, in Volume 1033, Page 176; and on September 27, 2001, as Document No. 297031, in Volume 1090, Page 835, Real Property Records, Wise County, Texas (collectively, the "Declaration").

C. As provided by Appendix C to the Declaration, Declarant has the right to amend the Declaration without joinder of any person for a number of purposes, including to modify the construction specifications of Appendix B of the Declaration.

D. By recording this Amendment, Declarant amends certain provisions of Appendix B of the Declaration.

AMENDMENTS

1. To increase the minimum dwelling size for the Property, Section B.1.3 of Appendix B, titled "Dwelling Size," is hereby amended and restated in its entirety:

B.1.3. Dwelling Size. The total air-conditioned living area of the dwelling, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios, and detached accessory buildings, may not be less than 2,800 square feet Phase I, without the approval of the ACC. The size of any smaller dwelling constructed prior to the date of recording this Amendment is deemed to have been approved by the ACC.

200 Phase II & III

2. Section B.4 of Appendix B, titled "Outbuildings," is hereby amended and restated in its entirety:

B.4. OUTBUILDINGS. Accessory structures - such as sheds, barns, workshops, and greenhouses - are permitted on a lot, with the prior approval of the ACC and subject to these requirements.

- a. An accessory structure may not be located between the dwelling and a street, and cannot be located closer to a street than the farthest-from-the-street building line of the dwelling, such as behind the rear building line of a dwelling that faces the street on an interior lot. On lots located at corners and on curves, the prohibition against accessory structures and the area "between the dwelling and a street" applies to all street-facing sides of the dwelling, including side yards.*
- b. The appearance of an accessory structure must be visually harmonious with the dwelling, including matching major materials such as siding and roofing, dominant colors, construction details, and pitch of roof.*
- c. Accessory structures may not be used as residences.*
- d. An accessory structure that looks like a barn or that is used as a barn may not be visible from a street.*
- e. Metal sheds are not permitted without the prior written approval of the ACC.*
- f. If an accessory structure is installed in violation of this Section, the ACC reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or to remove it.*

3. To eliminate gravel driveways, the first sentence of Section B.5. of Appendix B, titled "Driveway," is hereby amended and restated to read as follows:

The driveway on each lot must be surfaced with concrete or asphalt, except that the driveway on Lot 9, Block B, Phase One may be surfaced in gravel.

4. To maintain an open look with some unobstructed views of the Property, Section B.7 of Appendix B, titled Fences & Walls, is hereby amended and restated in its entirety to read as follows:

B.7. FENCES & WALLS. Notwithstanding the following subsections, every fence and wall must have the prior approval of the ACC.

B.7.1. Prohibited. Although solid privacy fences, chain link fences, and barb wire fences are generally not allowed, the ACC may approve such materials on a limited use case-by-case basis, such as a chain link dog run or a privacy fenced swimming pool or patio.

B.7.2. Permitted. Fences must be made of masonry, metal pipe, brick, wood, rock, or other ACC-approved material. Fences may be constructed between a dwelling's front building line and the street if approved by the ACC or if constructed by Declarant as part of the Area of Common Responsibility.

B.7.3. Certain Lots. This Section applies to the following lots, the sides of which border a drill site or common area (hereafter the "Common Border Lots"):

Lots 4, 5, 7, 8, Block C, Phase One
Lot 11, Block D, Phase Two
Lot 1, Block E, Phase Two
Lot 7, Block F, Phase Two
Lot 1, Block G, Phase Two
Lots 1 & 18, Block I, Phase Two
Lots 1 & 2, Block J, Phase Two
Lots 1-5, 9-12, & 14, Block K, Phase Two

Any fence or wall installed on a Common Border Lot at, near, along, or parallel to the boundary shared with a drill site or common area must match the standard fence for these areas, being an open picket metal fence, painted black, approximately 5 feet in height. This provision may not be construed to require fencing along the boundary. However, any fencing that is installed must conform to the Property standard and must be maintained by the owner of the Common Border Lot.

5. To establish a minimum size for the initial trees on each lot, Section B.16 of Appendix B, titled Initial Landscaping, is hereby amended and restated in its entirety to read as follows:

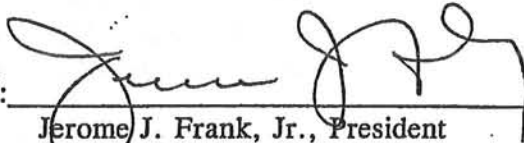
B.16. INITIAL LANDSCAPING. The initial landscaping of each lot must include the sodding or hydro mulching of all grounds or yards between the dwelling and streets bordering the lot, and at least 2 trees (native or planted), each having a trunk at least 4 inches in circumference, on the street-side yards. Declarant's contract to the initial purchaser may specify types, sizes, locations, and other requirements for trees and other landscape material.

6. To correct an error in the description of Declarant, all references in the Declaration to Declarant's managing partner being a limited liability "corporation" are here corrected and changed to limited liability "company."

SIGNED to be effective on August 26, 2002

AURORA VISTA INVESTORS, a Texas joint venture

By: AURORA LIGHTS DEVELOPMENT, L.L.C., a
Texas limited liability company, its managing partner

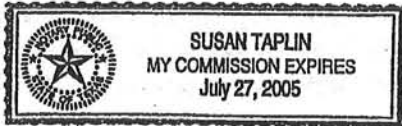
By: 
Jerome J. Frank, Jr., President

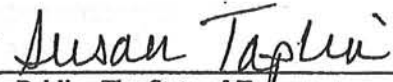
By: APOLLO PROPERTY, L.L.C., a Texas limited
liability company, a partner

By: 
J. K. Miller, Manager

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

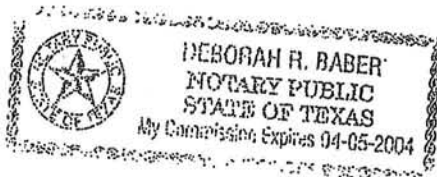
This instrument was acknowledged before me on the 26th day of August 2002 by Jerome J. Frank, Jr., President of Aurora Lights Development, L.L.C., a Texas limited liability company, on behalf of said company in its capacity as managing partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.

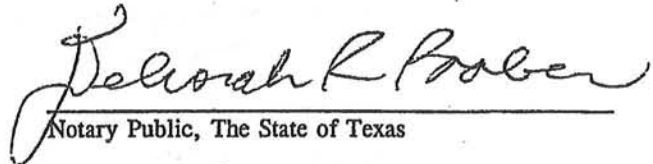



Notary Public, The State of Texas

THE STATE OF TEXAS §
§
COUNTY OF WISE §

This instrument was acknowledged before me on the 27 day of August 2002 by J. K. Miller, Manager of Apollo Property, LLC, a Texas limited liability company, on behalf of said company in its capacity as a partner of Aurora Vista Investors, a Texas joint venture, on behalf of said joint venture.




Notary Public, The State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Sharon Reuler, P.C.
Palmer, Allen & McTaggart, L.L.P.
8111 Preston Road, Suite 300
Dallas, Texas 75225

Filed for Record in:
Wise County
Honorable Sherry Parker
County Clerk
On: Aug 28, 2002 at 02:50P

As a
Official Records

Document Number: 313727

Amount 17.00

Receipt Number - 90697

By
Nancy Humphrey, Deputy

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.

STATE OF TEXAS COUNTY OF WISE

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Wise County
as stamped hereon by me.

Aug 28, 2002

By, Nancy Humphrey Deputy
Honorable Sherry Parker, County Clerk
Wise County

APPENDIX B
CONSTRUCTION SPECIFICATIONS

Without the ACC's prior written approval for a variance, improvements constructed on every lot must have the following characteristics:

B.1. HOUSES. The principle improvement on a lot must be one detached single family dwelling. Without the ACC's prior written approval for a variance, each dwelling must have the following characteristics:

B.1.1. Setbacks. The plat of Aurora Vista uses a method called "coving" that increases minimum frontline setbacks to create a more open atmosphere along the subdivision streets. The minimum frontline, backline, and sideline setbacks for each lot are shown on the plat.

B.1.2. New Construction. Dwellings must be constructed on the lot. A dwelling or addition constructed elsewhere, including without limitation manufactured or mobile homes, may not be moved onto a lot. The construction of a dwelling must be started promptly after the ACC approves the dwelling's plans and specification. At the start of construction -- but not before, building material to be used in the construction may be stored on the lot. Once started, the dwelling and all improvements on the lot must be completed with due diligence.

B.1.3. Dwelling Size. The total air-conditioned living area of the dwelling, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios, and detached accessory buildings, may not be less than 2,800 square feet. *Phase I, 3200 square feet*
Phase II & III

B.1.4. Exterior Wall Materials. Exterior wall materials must be approved by the ACC. Generally, at least 75 percent of the dwelling's total exterior area, minus windows and doors, must be masonry or masonry veneer, such as brick, stone, or stucco. The ACC may, but is not required to, approve all-wood or a lower ratio of masonry exteriors for certain styles of homes.

B.1.5. Roofs. Roofs must have a minimum pitch of 10/12. Roofs must be covered with materials having a manufacturer's warranty of at least 30 years. The use of composition shingles is permitted. The ACC may regulate the nature, color, and quality of roofing materials.

B.1.6. Floor Elevation. If the proposed elevation of the yard between the dwelling and the road that borders the lot is lower than the road, then the finished floor elevation of the dwelling must be as specified on the plat.

B.2. GARAGE/CARPORT. Each dwelling must have a garage or carport for at least 2 standard-size cars. A garage may be attached to or detached from the dwelling, and must be constructed of the same material as the dwelling. A carport must be attached to the dwelling and must share at least 2 walls with the dwelling. A portecochère or a detached carport is permitted on a lot that has a garage for at least 2 cars. On any lot, carports and garages -- whether attached or detached -- must be side or rear-entry.

B.3. GUESTHOUSE. Subject to ACC approval, a lot may have one secondary residence (a "guest house") in addition to the dwelling, provided that (1) it is attached to the dwelling or its garage, (2) it complies with the setback requirements for the dwelling, (3) it is not included within the minimum

size requirement for the dwelling, (4) it is constructed on the lot, (5) it is built together with or after the dwelling, and (6) it is made of the same material as the dwelling.

B.4. OUTBUILDINGS. Accessory structures – such as dog houses, gazebos, metal storage sheds, workshops, and greenhouses – are permitted on a lot. The accessory structures, except gazebos, may not be located between the dwelling and a street, and cannot be located closer to a street than the farthest-from-the-street building line of the dwelling, such as behind the rear building line of a dwelling that faces the street on an interior lot. On lots located at corners and on curves, the prohibition against accessory structures and the area “between the dwelling and a street” apply to all street-facing sides of the dwelling, including side yards. The appearance of accessory structures must be harmonious with the dwelling. Accessory structures may not be used as residences.

B.5. DRIVEWAY. The driveway on each lot must be surfaced with concrete, asphalt, Driveways may not be left in a natural state, and may not be surfaced with grass, recycled waste (such as shredded tires or roof shingles), or any other material that is not customarily used for driveways in comparable subdivisions. Driveways must comply with the Wise County policy regarding culverts and end caps. The current policy requires concrete end caps.

B.6. MAILBOXES. Each mailbox must be installed in or on a brick or stone pedestal. The ACC may regulate the appearance, size, and style of mailbox and pedestal.

B.7. FENCES & WALLS. Fences must be made of masonry, metal pipe, brick, wood, rock, or other ACC-approved material. The use of barb wire is prohibited. The use of chain link fencing is not permitted along streets. Fences may be constructed between a dwelling’s front building line and the street if approved by the ACC or if constructed by Declarant as part of the Area of Common Responsibility. The ACC may adopt additional specifications for construction or reconstruction of fences and retaining walls.

B.8. SEPTIC TANKS. Each lot will have a septic tank system, subject to the following terms.

B.8.1. Regulations. The owner of a lot must ensure that his septic tank conforms to applicable requirements of the State of Texas and local authorities having jurisdiction, and that it remains in compliance. Public regulatory agencies include, without limitation, the Wise County Department of Public Works and the Texas Natural Resources Conservation Commission.

B.8.2. No Sharing. Each lot must have its own septic tank. Lots may not share septic tanks.

B.8.3. Maintenance. The owner, solely at the owner’s expense, must maintain and operate the septic tank in a manner that is satisfactory to the public regulatory agencies. The owner must maintain his septic tank in a manner that prevents odors that are objectionable to residents of other lots or to the public, that does not create unsanitary conditions, and that remains in compliance with governmental regulations.

B.9. WATER SUPPLY. The water supply to each dwelling must come from the provider that serves the entire Property. Underground well water may be used for irrigating the landscaping and for other outside uses, subject to the conditions of Appendix D.

APPENDIX C
DECLARANT REPRESENTATIONS & RESERVATIONS

C.1. GENERAL PROVISIONS.

C.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the Declarant-related provisions in this Appendix.

C.1.2. General Reservation & Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Appendix and any other Document, this Appendix controls. This Appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

C.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of owners and mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with 90 days' notice.

C.1.4. Definitions. As used in this Appendix and elsewhere in the Documents, the following words and phrases, when capitalized, have the following specified meanings:

- a. "Builder" means a person or entity which purchases, or contracts to purchase, a lot from Declarant or from a Builder for the purpose of constructing a dwelling for resale or under contract to an owner other than Declarant. Declarant intends to sell lots to one or more Builders to improve the lots with dwellings to be sold and occupied.
- b. "Declarant Control Period" means that period of time during which Declarant controls the operation of the Association. The duration of the Declarant Control Period will be from the date this declaration is recorded for a maximum period not to exceed the earliest of:
 - (1) 10 years from date this declaration is recorded.
 - (2) Four months after title to 75 percent of the lots that may be created (including on land subject to annexation) has been conveyed to owners other than Builders.

B.10. UTILITY LINES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. Utility meters, risers, pedestals, and transformers must be visually screened from the street and neighboring lots unless such screening is waived in writing by the ACC.

B.11. AIR CONDITIONERS. Air conditioning equipment may not be installed in any yard facing a street, including the front yard of a dwelling. Window units are prohibited. The ACC may require that air-conditioning equipment and apparatus be visually screened from the street and neighboring lots.

B.12. NO SUBDIVISION. No lot may be subdivided.

B.13. DEBRIS. No lot or other part of the Property may be used as a dumping ground. Waste materials incident to construction or repair of improvements on a lot may be stored temporarily on the lot during construction while work progresses.

B.14. LANDSCAPING. Landscaping must be installed on the front and side yards of the lot within 90 days after the dwelling is complete. The ACC may require that a landscaping plan be submitted with construction plans and specifications, and may condition its approval of the dwelling on an acceptable landscaping plan. The ACC may publish guidelines for landscaping of lots.

B.15. LANDSCAPING BY OWNER. The ACC expects the builder of a new home to complete the installation of landscaping required in the prior section. If a builder contracts with the owner for the owner to complete the landscaping work at the owner's expense, the owner is required to complete the landscaping plan that was approved by the ACC within the same 90-day period.

B.16. INITIAL LANDSCAPING. The initial landscaping of each lot must include the sodding or hydro mulching of all grounds or yards between the dwelling and streets bordering the lot, and at least 2 trees (native or planted) on the street-side yards. Declarant's contract to the initial purchaser may specify types, sizes, locations, and other requirements for trees and other landscape material.

(3) Two years after Declarant ceases developing, constructing, or marketing the Property and the lots.

(4) When, in Declarant's sole opinion, the Association is viable, self-supporting, and operational.

c. "Development Period" means that period of time during which the Property is being developed, constructed, or marketed, and extends from the date this Declaration is recorded until title to all of the lots that may be created (including on land subject to annexation) has been conveyed to owners other than Builders. The Development Period may not exceed 20 years after the date this Declaration is recorded.

C.2. DECLARATION CONTROL PERIOD RESERVATIONS. Declarant reserves the following powers, rights, and duties during the Declarant Control Period:

C.2.1. Officers & Directors. During the Declarant Control Period, Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be members or owners.

C.2.2. Budget Funding. During the Declarant Control Period only, Declarant is responsible for the difference between the Association's operating expenses and the regular assessments received from owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the Association. On termination of the Declarant Control Period, Declarant will cease being responsible for the difference between the Association's operating expenses and the assessments received from owners other than Declarant.

C.2.3. Expenses of Declarant. Expenses related to the completion and marketing of the Property will be paid by Declarant and are not expenses of the Association.

C.2.4. Budget Control. During the Declarant Control Period, the right of owners to veto assessment increases or special assessments is not effective and may not be exercised.

C.2.5. Organizational Meeting. Within 60 days after the end of the Declarant Control Period, or sooner at the Declarant's option, Declarant will call an organizational meeting of the members of the Association for the purpose of electing, by vote of the owners, directors to the board. Written notice of the organizational meeting must be given to an owner of each lot at least 10 days before the meeting. For the organizational meeting, owners of 10 percent of the lots constitute a quorum.

C.2.6. Common Areas. At or prior to termination of the Declarant Control Period, Declarant will convey title to the common areas to the Association by deed -- with or without warranty. At the time of conveyance, the common areas will be free of encumbrance except for the property taxes accruing for the year of conveyance. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the owners.

C.3. DEVELOPMENT PERIOD RESERVATIONS. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, at any time during the Development Period:

C.3.1. Phasing. The Property is subject to expansion by phasing. During the Development Period, Declarant may annex additional land to the Property and subject it to the Declaration and the jurisdiction of the Association by recording an amendment of this Declaration, executed by Declarant, in the county's real property records. The amendment of annexation must include a legal description of the additional real property or a reference to the recorded plat by which additional land is made part of the Property.

C.3.2. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Subject to approval by the city, Declarant may (1) change the sizes, dimensions, and configurations of lots and streets; (2) change the minimum dwelling size; (3) change the building setback requirements; and (4) eliminate or modify any other feature of the Property.

C.3.3. Weighted Votes. During the Development Period, the vote appurtenant to each lot owned by Declarant is weighted 10 times that of the vote appurtenant to a lot owned by another owner. In other words, during the Development Period, Declarant may cast the equivalent of 10 votes for each lot owned by Declarant on any issue before the Association. On termination of the Development Period and thereafter, the vote appurtenant to Declarant's lots is weighted uniformly with all other votes.

C.3.4. ACC. During the Development Period, Declarant has the absolute right to appoint the Architectural Control Committee, consisting of any number of persons who serve at the pleasure of Declarant, and who may be removed and replaced by Declarant. Notwithstanding the foregoing, during the Development Period -- after termination of Declarant Control, or earlier if Declarant permits -- the board may appoint or serve as a "modifications committee" to respond exclusively to modifications of completed homes that are owned by persons other than Declarant or Builders. A modifications committee may not involve itself with the approval of new homes on vacant lots.

C.3.5. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other owners or any mortgagee, for the following limited purposes:

- a. To add real property to the Property.
- b. To create lots, easements, and common areas within the Property.
- c. To subdivide, combine, or reconfigure lots.
- d. To convert lots into common areas.
- e. To modify the construction specifications of Appendix B of this Declaration.
- f. To merge the Association with another residential property owners association.
- g. To comply with requirements of an underwriting lender.
- h. To resolve conflicts, clarify ambiguities, and to correct inadvertent misstatements, errors, or omissions in the Documents.
- i. To change the name or entity of Declarant.

C.3.6. Completion. During the Development Period, Declarant has (1) the right to complete or make improvements indicated on the plat; (2) the right to sell or lease any lot owned by Declarant; and (3) an easement and right to erect, construct, and maintain on and in the Area of Common Responsibility and lots owned or leased by Declarant whatever Declarant determines

to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property.

C.3.7. Promotion. During the Development Period – for purposes of promoting, identifying, and marketing the Property – Declarant reserves (1) an easement and right to place and relocate signs, banners, flags, display lighting, and seasonal landscaping on the Property; (2) the right to permit Builders to place signs and promotional materials on the Property; and (3) the right to exempt Builders from the sign restriction in this Declaration.

C.3.8. Access. During the Development Period, Declarant has an easement and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under this Declaration.

C.3.9. Utility Easements. During the Development Period, Declarant may grant permits, licenses, and easements over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, and security.

C.3.10. Assessments. During the Development Period, unimproved lots owned by Declarant are not subject to assessment. For each Declarant-owned lot improved with a dwelling for which a certificate of occupancy has been issued, Declarant is liable for assessments in the same manner as any owner.

C.3.11. Transfer Fees. During the Development Period, lot conveyances from Declarant and Builders are exempt from transfer and resale certificate fees.

C.4. WORKING CAPITAL FUND. Declarant may (but is not required to) establish a working capital fund for the Association. Each lot's contribution to this fund will be collected on the closing of the sale of the lot to an owner other than a Builder. Contributions to the fund are not advance payments of regular assessments and are not refundable. Declarant will transfer the balance of the working capital fund to the Association on or before termination of the Declarant Control Period. Declarant may not use the fund to defray Declarant's expenses or construction costs, or to cover the Association's budget deficits during the Declarant Control Period.

C.5. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the real property records of Wise County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section, and may designate further Successor Declarants.

[End of Provisions]

APPENDIX D
RESTRICTIONS FOR WATER SUPPLIER

The restrictions contained in this Appendix D are for the benefit of Texas Water Services Company, which is the initial water provider for the Property, or the successors and assigns of Texas Water Services Company, which provide water to at least the majority of lots in the Property.

D.1. A private water well may be installed on any lot subject to the following conditions and restrictions:

D.1.1. No Sharing. A water well must serve only the lot on which it is installed. Lots may not share a water well.

D.1.2. Irrigation Only. Well water may be used for irrigating the grounds and landscaping on a lot. Well water may not be used for household or customary domestic purposes.

D.1.3. Water Table. A private well that may adversely affect the water quality or water table of the water supply of Texas Water Services Company may not be installed or maintained.

D.1.4. Prior Approval. To install a well, the owner of a lot must have the prior written approval of Texas Water Services Company, which may require payment of a one-time fee and the owner's execution of an instrument in a form suitable for recording in the public records. On the date of this Declaration, the one-time fee is \$500.00.

D.1.5. Compliance. The lot owner must ensure that the installation and maintenance of the well on his lot complies with pertinent public laws and ordinances. The permission of Texas Water Services Company for installation of the well does not mean that the well complies with governmental restrictions.

D.1.6. Responsibility. The owner is solely responsible for the installation and maintenance of any well on his lot, and the costs thereof.

D.1.7. Disclaimer. Neither this section of the Declaration nor the subsequent approval of a well by Texas Water Services Company may be construed as representations or warranties of the existence or quality of subsurface water on any lot. Each owner of a lot with a well acknowledges and accepts all responsibilities and risks relating to the installation and maintenance of a well on his lot. Each owner of a lot on which a well is installed further acknowledges and accepts that Declarant, the Association, Texas Water Services Company, and their respective directors, officers, agents, and employees have made no representations or warranties, nor has the owner or resident relied on any representation or warranty, express or implied, relative to the existence, location, quantity, and/or quality of subsurface water on his lot.

APPENDIX E
DESCRIPTION OF ADDITIONAL LAND SUBJECT TO ANNEXATION

AURORA VISTA

Any real property owned by Declarant
within a 5-mile radius of the borders of the Property
and contiguous with the Property
or with a street bordering the Property.

G. K. Miller
P.O. Box 749
Acatur, Texas 76234

Filed for Record in:
Wise County
Honorable Sherry Parker
County Clerk
On: Aug 26, 1998 at 01:40P

As a
Official Records

Document Number: 247661
Recording Fees: 91.00
Management Fees: .00

91.00

Receipt Number - 35436
By,
Wise County Clerk Cashiering

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.

STATE OF TEXAS COUNTY OF WISE
I hereby certify that this instrument
was filed on the date and time stamped
hereon and recorded in the volume and
page of the named record of Wise
County and stamped hereon by me.
DATE 9-2-98 *Wise County*
SHERBY PARKER, COUNTY CLERK
BY *Michelle Mackey* DEPUTY
VOLUME 810 PAGE 11
OFFICIAL RECORDS