

**NOVEMBER 2020 SUPPLEMENT AND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILDCAT RIDGE**

**A Single-Family, Detached Residential Subdivision
an Addition in the Extra Territorial Jurisdiction of
the City of Godley, Johnson County, Texas
including provisions relating to**

WILDCAT RIDGE HOMEOWNERS ASSOCIATION, INC.

(A Texas Property Owners Association)

PROPERTY AFFECTED

WILDCAT RIDGE ADDITION – PHASE ONE

A tract of land situated in the Johnson County School Land Survey, Abstract Number 443, Johnson County, Texas, known as Wildcat Ridge, containing approximately eighty-eight and 0.774 (88.774) acres of land which has been platted as fifty-eight (58) residential Lots of at least, but approximately, one-acre each and five (5) non-residential Lots. sixty-three (63) total Lots, being Lots 1X thru 27, Block 1, Lots 1 thru 19, Block 2, Lots 1 thru 9, Block 3, Lots 1 thru 7, Block 4, and Lot 1X, Block 5, according to the Plat of Wildcat Ridge recorded on May 8, 2015, in Volume 10, Pages 794 and 795, Slide DRW F of the Plat Records of Johnson County, Texas; and

WILDCAT RIDGE ADDITION – PHASE TWO

A tract of land situated in the R.A. Porter Survey, Abstract Number 676 and the Johnson County School Land Survey, Abstract Number 443, in the Extra Territorial Jurisdiction of the City of Godley, Johnson County, Texas, known as the Wildcat Ridge Addition, Phase II, containing approximately 94.408 acres of land which has been platted as one hundred, seventy-eight (178) residential Lots of at least, but approximately, one-quarter to one-half acre each and four (4) non-residential Lots, comprising one hundred, eighty-two (182) total Lots, being Lots 1 thru 11, Lot 12X, Lots 13 thru 113, Lot 114X and Lot 115X, Lots 116 thru 127, Lot 128X, Lots 129 thru 189,

according to the Plat of Wildcat Ridge Phase II recorded on May 28, 2020, as Instrument Number 2020-82 in the Plat Records of Johnson County, Texas.

This land, together with any additional lands annexed pursuant to Article II of this Declaration, is referred to as ("Wildcat Ridge," the "Subdivision," the "Property," or the "Development").

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

This November 2020 Supplement And Amendment to the Declaration of Covenants, Conditions And Restrictions For Wildcat Ridge, is a supplement adding Phase Two to the restricted lands and an amendment to the Declaration of Covenants, Conditions and Restrictions For Wildcat Ridge and is referred to herein as the "November 2020 Supplement and Amended Declaration," adopted by CJB Development, LLC, a Texas limited liability company, ("Developer" and/or "Declarant") for Wildcat Ridge Phases One and Two, a single-family, detached residential subdivision Addition in the Extra Territorial Jurisdiction of the City of Godley, in Johnson County, Texas, and adopted by the Wildcat Ridge Homeowners Association, Inc., a Texas non-profit corporation (herein "HOA" or "Association"), the intended owner of the Common Areas within the subdivision, which shall obtain legal title to ownership of such Common Areas as provided herein, This November 2020 Declaration Amendment And Supplement is effective on January 1, 2021 or on a date 30 days following recording of this document and notice having been given to the Members of the Wildcat Ridge Homeowners Association, Inc., as follows:

RECITALS

WHEREAS, Developer is the owner of all the Lots not previously sold to third parties, all the Common Areas, and all the tracts under development or yet to be developed in that certain real property described in the "Property Affected" above and known as Wildcat Ridge, Phases One and Two; and

WHEREAS, the Wildcat Ridge Phase One property contains approximately eighty-nine (89) acres of land situated in Johnson County, Texas, has been platted as sixty-three (63) Lots according to the Plat of Wildcat Ridge recorded on May, 8: 2015, in Volume 10, Pages 794 and 795, of the Plat Records of Johnson County, Texas. The Phase One land, together with the Phase II land and any additional lands annexed pursuant to Article II of this Declaration, is referred to collectively as "Wildcat Ridge," the "Subdivision," the "Property," or the "Development"; and

WHEREAS, the original Declaration was executed and recorded on June 4, 2015 in the Real Property Records of Johnson County, Texas as Instrument No. 2015-11916, and amended by the First Amendment to the Declaration on May 11, 2016, recorded in the Real Property Records of Johnson County, Texas as Instrument No. 2016-10880; and

WHEREAS, the Amended and Restated In Its Entirety Declaration of Covenants, Conditions And Restrictions For Wildcat Ridge was executed on December 12, 2018, and recorded on December 17, 2018 in the Real Property Records of Johnson County, Texas as Instrument No.

2018-34165 (together with all amendments, additions and changes, the “Declaration” and/or “Declarations and Restrictions”); and

WHEREAS, Declarant is the Developer of that certain Wildcat Ridge real property described in the “Property Affected” above as Wildcat Ridge Phases One and Two; and

WHEREAS, pursuant to the terms of Sections 2.1(A) and 8.3(A) of the Original Declaration, Declarant may unilaterally amend the Declaration for any purpose and supplement the Property restricted by the Declaration. In addition, so long as the Declarant owns property which is subjected to the Declaration by the Declarant, Declarant may unilaterally amend or supplement the Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner; and

WHEREAS, the Declarant desires to, and hereby does hereby amend to incorporate, annex and add the real property identified and described as Wildcat Ridge Phase Two in the description above of “Property Affected” as additional land that has been platted and that may be platted and added to the Subdivision under the purview of this Declaration and the Declaration’s covenants, conditions and restrictions; and

WHEREAS, the Declarant desires to amend various portions of the Declaration as described below; and

WHEREAS, the Declarant desires to hold and, from time to time, convey the Property, or any portion thereof, subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvements, development and sale of the Subdivision for the benefit of the present and future owners of the Subdivision, in accordance with the covenants, conditions, restrictions, and all the terms and provisions in this “November 2020 Supplement And Amendment to the Declaration of Covenants, Conditions and Restrictions for Wildcat Ridge” (or more simply “November 2020 Supplement and Amendment”); and

WHEREAS, under the terms of the Declaration, the Declaration may be amended at any time by the Declarant, acting alone, until the earliest to occur of: (1) the expiration of the Development Period, (2) the Control Transfer Date, or (3) the expiration of the Ten Year Period. None of these events have occurred as of the effective date herein.

IT IS THEREFORE RESOLVED, that the Declarant hereby adopts the following November 2020 Supplement And Amendment to the Declaration of Covenants, Conditions And Restrictions for Wildcat Ridge as follows:

SUPPLEMENTAL DECLARATION

The property subject to the Declarations and Restrictions, known as Wildcat Ridge, is amended to incorporate, annex and add the following property described as Phase Two:

WILDCAT RIDGE ADDITION -PHASE TWO

A tract of land situated in the R.A. Porter Survey, Abstract Number 676 and the Johnson County School Land Survey, Abstract Number 443, in the Extra Territorial Jurisdiction of the City of Godley, Johnson County, Texas, known as the Wildcat Ridge Addition, Phase II, containing approximately 94.408 acres of land which has been platted as one hundred, seventy-nine (179) residential Lots of at least, but approximately, one-quarter to one-half acre each and four (4) non-residential Lots, comprising one hundred, eighty-two (182) total Lots, being Lots 1 thru 11, Lot 12X, Lots 13 thru 113, Lot 114X and Lot 115X, Lots 116 thru 127, Lot 128X, Lots 129 thru 189, according to the Plat of Wildcat Ridge Phase II recorded on May 28, 2020, as Instrument Number 2020-82 in the Plat Records of Johnson County, Texas.

This Phase Two along with Phase One, together with any additional lands annexed pursuant to Article II of this Declaration, is referred to as ("Wildcat Ridge," the "Subdivision," the "Property," or the "Development").

AMENDMENTS

The following provisions of the Declarations are amended as follows:

ARTICLE I DEFINITIONS

Article I Definitions is deleted in its entirety and replaced with the following Article I Definitions:

Unless the context otherwise specifies or requires, the following words and phrases in this Declaration shall have these meanings:

- 1.1 **Architectural Control Committee.** "Architectural Control Committee" or "ACC" or "Committee" shall mean the committee created pursuant to this Declaration and the Bylaws to review and approve Plans and Specifications for the construction of Improvements upon the Property, certain landscaping matters, and other matters described herein.
- 1.2 **Assessment.** "Assessment" or "Assessments" shall mean such assessments or other charges as may be levied by the Association under the terms and provisions of this Declaration.
- 1.3 **Association.** "Association" means one or more non-profit corporations, including its successors, assigns, or replacements, created under the laws of the State of Texas, with the first being the Wildcat Ridge Homeowners Association, Inc. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. No more than one such non-profit

corporation shall be in existence at any one time, provided however, the formation of a sub-association is permitted. The Association has jurisdiction over all properties located within the Subdivision, as same may be amended from time to time as additional property is annexed into the Subdivision as allowed under this Declaration. For purposes of clarity, when "Association" is used herein, that term includes the authority, rights, remedies and obligations of the nonprofit corporation, and the authority of the Board, as defined herein, to carry out the authority, rights, remedies and obligations of the Association.

- 1.4 **Board.** "Board" shall mean the Board of Directors of the Association.
- 1.5 **Bylaws.** "Bylaws" shall mean the Bylaws of the Association to be adopted by the Board, and as from time to time amended.
- 1.6 **Certificate of Formation.** "Certificate of Formation" shall mean the Certificate of Formation of the Association, which shall be filed in the office of the Secretary of State of Texas, and as, from time to time, amended.
- 1.7 **Common Area.** "Common Area" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including but not limited to, all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, perimeter fencing, community entrances, pavement, streets (to the extent not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Area to be owned by Association shall include: (i) those areas of land shown on any recorded plat, or its equivalent, of the Property or any portion thereof filed or approved by Declarant and identified thereon as "Greenbelt", "Subdivision Entrance" or "Amenity Area"; (ii) the unpaved and landscaped areas of the right of way for any road within the Subdivision; and (iii) those areas of land and improvements thereon deeded to the Association by Declarant.
- 1.8 **Control Transfer Date.** "Control Transfer Date" shall mean and refer to date Declarant has filed amount the Official Public Records of Johnson County an instrument transferring control of the Association and the ACC or the expiration of twenty (20) years following the sale of the first lot.
- 1.9 **Declarant or Developer.** "Declarant" or "Developer" shall mean CJB Development, LLC, a Texas limited liability company, and any lawful successor or assign, provided that any assignment of the rights of Declarant must be expressly set forth in writing. The mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.
- 1.10 **Declarations.** "Declaration" and "Declarations" shall mean this instrument, and as it may be amended from time to time.
- 1.11 **Design Guidelines.** "Design Guidelines" shall mean the criteria and guidelines established by the Architectural Control Committee for the construction of Improvements, and other matters, within the Property, as further defined in Article 5.6 herein.
- 1.12 **Development.** "Development" shall mean the Subdivision as defined herein.

- 1.13 **Development Period.** "Development Period" means that period prior to the Control Transfer date.
- 1.14 **Improvement.** "Improvement" shall mean every structure, fixture, addition, and all appurtenances thereto, of every type and kind located above, below, or on the Property, including but not limited to, residences, buildings, outbuildings, storage sheds, patios, tennis courts, basketball goals, above or below ground swimming pools, garages, storage buildings, fences, trash enclosures, propane enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
- 1.15 **Lot or Tract.** "Lot" or "Lots" or "Tract" or "Tracts" shall mean any tract, piece, parcel or parcels of land within the Property shown, designated and/or identified as such on a Plat of the Property, together with all Improvements located thereon.
- 1.16 **Member.** "Member" or "Members" shall mean any person, persons, entity or entities holding membership rights in the Association.
- 1.17 **Mortgage.** "Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.
- 1.18 **Mortgagee.** "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.
- 1.19 **Outbuildings.** "Outbuildings" shall mean any building or structure that is not the Main Dwelling, a Detached Guest House, or a Detached Garage. The term "Outbuilding" includes, but is not limited to barns, workshops, storage buildings, playhouses, pet housing, green houses, well houses, gazebos, cabanas, and pavilions.
- 1.20 **Owner.** "Owner" or "Owners" shall mean and refer to a person or persons, entity or entities, unless otherwise provided herein, and any Mortgagee holding a fee simple interest in all or any portion of the Property, but shall not include a Mortgagee holding only an equitable interest in said Property as a lienholder.
- 1.21 **Person.** "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.
- 1.22 **Plans and Specifications.** "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or creation of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, all other documentation or information relevant to such Improvement.
- 1.23 **Plat.** "Plat" shall mean a final subdivision plat of any portion of the Property.
- 1.24 **Restrictions. Governing Documents; Dedicatory Instruments.** "Restrictions" and "Governing Documents" and "Dedicatory Instruments" shall each mean collectively: (i) this Declaration, together with any and all Supplemental Declarations, as the same may be amended from time to

time; (ii) the Plat of the Subdivision; (iii) the Association's Policies, Rules and Regulations also referred to herein and defined below as the "HOA Policies," and "HOA Rules" and (iv) the Certificate of Formation and the Bylaws, as the same may be amended from time to time.

- 1.25 **HOA Policies and HOA Rules.** "HOA Policies" shall mean the policies adopted by the Board as they may be amended from time to time. "HOA Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.
- 1.26 **Subdivision or Property.** Subdivision" or "Property" shall mean and refer to Wildcat Ridge, and such other property within the Development, which has been subdivided and shown on a map or plat recorded in the Map and Plat Records of Johnson County, Texas, and brought within the purview of this Declaration in accordance with the provisions of Article II of this Declaration.
- 1.27 **Supplemental Declaration.** "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restriction that may be recorded hereafter in order: (i) to incorporate additional property into the Development; (ij) to subject any area of the Property to further or differing covenants, conditions or restrictions; or (iii) to withdraw land from the Property.

ARTICLE III **GENERAL RESTRICTIONS**

Article III General Restrictions is deleted in its entirety and replaced with the following Article III General Restrictions:

Phase One

- 3.1 All of the Property in Phase One shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:
- 3.1.1 **ACC Approval Required.** All Plans and specifications for construction, creation, alteration, or placement of Dwellings and Improvements must be approved in writing by the ACC prior to being constructed, erected, altered or placed on the Property.
- 3.1.2 **Single Family Residential Construction - General.** Except for Common Areas or as otherwise set forth herein, all Lots shall be used solely for single family residential purposes.
- 3.1.3 **Main Dwelling.** No residential building shall be erected, altered, placed or permitted to remain on any Lot or Building Site other than one single-family Main Dwelling unit ("Dwelling") per each Lot to be used solely for single family, residential purposes.
- 3.1.4 **Single Family.** Lots within the Subdivision shall be used exclusively for single-family residential purposes. The term "single-family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single group consisting of individuals related to one another by marriage, or by blood or adoption within the first and second degrees of consanguinity. It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.
- 3.1.5 **No Prefab Manufactured or Mobile Homes.** The term "Dwelling" does not include manufactured, mobile, or prefabricated homes, regardless of whether the same are placed upon a permanent foundation, and said homes are not permitted within the Subdivision.

- 3.1.6 **Foundations.** The foundation of the Dwelling(s) can be concrete slab, or a combination of concrete slab and piers.
- 3.1.7 **Dwelling Heights.** Dwelling in Phase One must not exceed Forty (40) feet in height, at its highest point, measured from the highest elevation of virgin soil.
- 3.1.8 **Colors.** All exterior colors of any structures must be natural or earth tones and must compliment the surrounding landscape. The Architectural Control Committee may, in its sole discretion, approve other color schemes so long as such colors compliment the Subdivision.
- 3.1.9 **Dwellings Square Footage.** All Main Dwellings in **Phase One** on **one (1.0) acre Lots, half (1/2) acre Lots and quarter (1/4) acre Lots** must have at least Two Thousand, Four hundred (2,400) square feet of living area for one story homes, and Two Thousand, Five hundred (2,500) square feet of living area for two story homes, with at least One Thousand, Eight hundred (1,800) square feet on the ground floor. All Main Dwellings must be built of new construction material.
- 3.1.10 **Exterior Masonry.** The exterior walls of any Dwellings constructed on any Tract in Phase One shall be eighty percent (80%) masonry, or masonry veneer, excluding window and door openings. Masonry or masonry veneer includes brick, stucco, ceramic tile, clay and stone. Concrete siding material like Hardi Plank is not considered masonry, but is permitted on the remaining twenty percent (20%) of the exterior walls with a color approved by the Architectural Control Committee to be in harmony with the color of the 80% exterior wall siding. The exterior of all chimneys shall be one hundred percent (100%) masonry of a type and color matching the exterior walls of the Dwelling.
- 3.1.11 **Roof Pitch.** The minimum Dwelling roof pitch elevation in **Phase One** shall be eight (8) to twelve (12), unless otherwise approved by the Committee.
- 3.1.12 **Roofing Materials.** The roof surface of all principal and secondary structures including garages and outbuildings shall be made of slate, stone, asphalt or composition 30-year dimensional shingles, concrete tile, clay tile, or other tile of a ceramic nature, or metal. All metal roofs shall be left natural or painted a color approved by the Architectural Control Committee, using standing or battened seams. The Committee shall have the authority and sole discretion to approve other roof treatments and materials if the form utilized will be harmonious with the surrounding homes and Subdivision as a whole and complies with any rules or regulations adopted by the Association or Committee.
- 3.1.13 **Garages.** All Dwellings in Phase One must have at least a two (2) car garage for two (2) full-size automobiles, with garage door openings that face a side or the rear lot lines, but shall not face the street or streets which abut the Lot absent the issuance of a written waiver by the Declarant, the Architectural Control Committee or the Board. If the Dwelling has a third (3rd) car garage, then the single car garage may, with the approval of the ACC, face the front street of the Lot. Any detached garage must be constructed during the construction of the Dwelling or after the Dwelling is constructed. Without the Association Board's prior written approval, the original or any detached garage area of a Lot may not be enclosed or used for any purpose that prohibits the parking of at least two standard-size operable vehicles in the original attached garage and at least one standard-size vehicle in any detached garage. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving. All garages, including detached garages, will be of

the same general construction and exterior finish as the Main Dwelling, and located on the Tract according to the ACC approved building site plan.

3.1.14 **No Carports.** No carports are allowed.

3.1.15 **Mailboxes.** All dwellings in **Phase One** shall have curbside mailboxes constructed to United States Postal Service specifications and constructed of brick, stone or masonry designed to match the Main Dwelling. Any variances must be approved by the ACC.

3.1.16 **Outbuildings – General Restrictions.** Any outbuildings in **all Phases** must be constructed during the construction of the Dwelling or after the Dwelling is constructed. Detailed plans and specifications for workshops and other outbuildings (sometimes also referred to as “Accessory Buildings”) must be submitted to the Architectural Control Committee in order to be considered for approval. Such structures must be located behind the main dwelling site and may not be constructed on the tracts prior to the main dwelling being constructed or occupied. All outbuildings in all Phases, regardless of size, must be constructed so that the entire exterior walls must be a color approved by the Architectural Control Committee as being harmonious with the color of the exterior walls of the main dwelling.

Large Outbuildings (also referred to herein as Large Accessory Buildings), such as workshops, barns and large storage buildings, whose footprint exceeds eighty (80) square feet, must be constructed to be harmonious with the color of the exterior walls, the garage doors and the roofs of the main dwelling. The exterior walls of the **front elevation** of all large accessory buildings must match the same exterior masonry and masonry veneer percentage of coverage as required for the exterior walls of the main Dwelling in the masonry and masonry veneer exterior coverage, excluding window and door openings, percentages prescribed within these restrictions. A four foot (4’) wainscot at the base of large Accessory Buildings, constructed along the **sides and rear** elevations of the buildings shall satisfy the requirement for materials and color harmonious with the main dwelling, subject to the Architectural Control Committee’s approval of exterior materials and colors on the non-frontal remaining exterior of such buildings as being harmonious with the main dwelling.

Masonry or masonry veneer includes brick, stucco, ceramic tile, clay and stone. Concrete siding material like Hardy Plank is not considered masonry. If the Dwelling has at least a two-car garage, then the outbuilding may, with the approval of the Architectural Control Committee, have garage doors that face the front street of the Lot. No portable storage buildings, determined in the sole discretion of the Architectural Control Committee, shall be allowed.

All guest houses and detached garages will be of the same general construction and exterior materials, color and finish as the Main Dwelling, and shall be located on the tract according to the Committee’s approved building site plan. If an accessory structure that is visible from a street or another Lot is installed on a Lot without the prior written approval of the Architectural Control Committee, the Architectural Control Committee 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 relocate it, screen it, or remove it.

3.1.17 **Outbuildings Restrictions.** The highest elevation of any outbuildings in **Phase One** shall not exceed twenty five (25) feet in height from the highest elevation of virgin soil of the outbuilding or the highest elevation of the completed Dwelling, whichever is less, to ensure that no outbuilding

in Phase One is higher in elevation than the Dwelling. The exterior walls of ninety percent (90%) of the **front** elevation, excluding window and door openings, and of the four foot (4') wainscot at the base of large Accessory Buildings constructed along the **sides and rear** elevations of the buildings of all large accessory buildings in Phase One must match the same exterior masonry and masonry veneer materials and colors of the exterior walls of the main Dwelling. Each Lot in Phase One will be limited to no more than one (1) large outbuilding per acre with a maximum of three (3) outbuildings on any such Lot.

3.1.18 **Construction Periods.** There is no restriction on the time period in which a Dwelling, outbuilding or other improvement must be started, but once said Dwelling, outbuilding or improvements are commenced, they shall be completed as to the exterior finish and appearance within nine (9) months from the commencement date. Commencement of a building is defined as the setting of forms for the foundation of the building.

3.1.19 **Erosion Control.** Each Owner is responsible for all erosion control measures required by federal state, or local law, rules or regulations any during construction on an Owner's Lot(s). In addition, all builders will be required to have their own Storm Water Pollution Prevention Plan (SWPPP) and implement the best practices the plan requires. No activity that may create erosion or siltation problems shall be undertaken on any Tract without the prior written approval of the Committee's Plans and Specifications for the prevention and control of such erosion or siltation. The Committee may, as a condition of approval of such Plans and Specifications, require the use of certain means of physical devices for preventing and controlling erosion.

3.1.20 **Walls and Fences.** This Article is subject to the Architectural Control Committee's right to adopt additional or different specifications for construction or reconstruction of fences and walls in Phase II, except that matters concerning party fences and party walls of adjoining Lots are governed by the general rules of law concerning party walls and party fences. All fences and walls must be approved prior to construction by the Architectural Control Committee, and shall be no closer to the front street property lines than the front line of the house. Except in circumstances determined by the Architectural Control Committee to be unique, all residential Lots in Phase II of the Subdivision are required to have Lot perimeter fencing that is either cedar wood or pipe/iron fencing. If cedar wood fencing, then construction shall consist of six feet (6') tall cedar, board-and-batt privacy fencing with a top rail, and with metal support posts spaced apart on eight-foot (8') centers, anchored in the ground at least two feet (2') in concrete, and having a consistent stain color approved by the Architectural Control Committee. If pipe/iron fencing, then construction shall consist of a minimum five (5) feet tall, all black, ornamental or aluminum wrought iron fencing with steel anchor posts set in concrete at a depth of at least two feet in the ground, with the fencing between anchor posts spaced eight (8) feet to ten (10) feet apart, all black construction; or a top-rail steel pipe fencing constructed of steel anchor posts set in concrete at a depth of at least two feet in the ground, with the fencing between anchor posts spaced eight (8) feet to ten (10) feet apart with a horizontal black steel top-rail.

All residential Lots whose rear Lot perimeter fencing is a part of the Subdivision's perimeter fencing must have finished sides facing to both the inward side of the Wildcat Ridge Lot and to the subdivision's outside perimeter fencing. The street front-facing fencing that connects to the side Lot boundary fencing and to the sides of the main Dwelling must have finished sides on both sides of the fence. And, the fencing along the common side boundaries are required to have

finished sides on both sides of the fence. Fences may not be constructed between a dwelling's front building line and the street. The use of chain link or wire fencing is prohibited. The use of chain link, wire, rock, brick, unfinished concrete block, and similarly undesirable fencing materials, as determined in the sole discretion of the Architectural Control Committee, is prohibited. A fence located on or near the dividing line between two Lots and intended to benefit both Lots constitutes a "Party Wall Fence" and, to the extent not inconsistent with the provisions of this Article, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions.

Retaining walls must be constructed entirely with Architectural Control Committee-approved materials; however, railroad ties may not be used for a retaining wall. All walls, fences, and gates must be maintained in good condition.

3.1.21 **Party Wall Fences.** If the Party Wall Fence is on one Lot or another due to an error in construction, the fence is nevertheless deemed to be on the dividing line for purposes of this Article. Each Lot sharing a Party Wall Fence is subject to an easement for the existence and continuance of any encroachment by the fence as a result of construction, repair, shifting, settlement, or movement in any portion of the fence, so that the encroachment may remain undisturbed as long as the fence stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall Fence.

If the Party Wall Fence is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the fence to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt fence.

A Buyer who purchases a Lot without any existing fencing on the side or sides of Buyer's Lot next to the Lot subsequently purchased by Buyer and then installs a fence located on or near the dividing line between such Buyer's Lot and an adjacent Lot, without the written permission of the Owner of the contiguous Lot, must do so at such Buyer's sole expense. A subsequent Buyer of a Lot contiguous to a Lot with an existing fence located on or near the dividing line between the two Lots shall have no responsibility or liability to reimburse the Lot Owner with the existing fence for any of the expense of construction, when the Buyer either purchases his or her Lot with an existing fence on the Lot or if the contiguous Lot Owner built the fence following his or her purchase of the Lot, unless agreed otherwise in a written agreement between the Owner of the Lot with the existing fence and the Buyer of the contiguous vacant Lot. The subsequent Buyer of the vacant Lot next to the Lot with the existing fence shall be obligated to share in the general normal wear and tear maintenance of the existing party fence from the date of such Buyer's purchase of the Lot with an existing fence. However, the Buyer of the vacant Lot with an existing fence shall have no obligation to share in the expense of repairing or replacing all or any portion of the fence for damages to the fence caused by an external force, whether caused by natural forces or caused by animals or man.

The Owners of adjoining Lots shall otherwise share equally the costs of repair, reconstruction, or replacement of the Party Wall Fence, subject to the right of one Owner to call for larger

contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the fence, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall Fence, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Johnson County's Deed Records, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to contribution from another Owner under this Article is appurtenant to the land and passes to the Owner's successors in title.

The Owner of a Lot sharing a Party Wall Fence may not cut openings in the fence or alter or change the fence in any manner that affects the use, condition, or appearance of the fence to the adjoining Lot. Unless both Owners reach a mutual decision to the contrary, the Party Wall Fence will always remain in the same location as where initially erected.

- 3.1.22 **Location of Improvements upon Lots.** All buildings and Improvements in **Phase One**, except fences and driveways, shall be located a minimum of twenty (20) feet from the side Property line, fifty (50) feet from the front Property line, and twenty-five (25) feet from the rear Property line. At its sole discretion, the Architectural Control Committee may waive or alter any such set-back line if the waiver is necessary to permit effective utilization of a Lot. Any waiver must be in writing and recorded in the Official Public Records of Johnson County, Texas.
- 3.1.23 **Developer's Use of Temporary Structures.** The Developer reserves the right to erect, place and maintain a portable or temporary building in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements within the Subdivision. The Developer is not restricted by any of the above time constraints in this provision. These rights are unique to Developer.
- 3.1.24 **Alteration or Removal of Improvements.** Any construction that alters the exterior appearance of any Improvement or removes any Improvement shall be performed only with prior written approval of the Architectural Control Committee.
- 3.1.25 **Model Homes.** Notwithstanding anything herein contained, Builders shall be allowed to construct model or speculative homes so long as such model or speculative home conforms to these restrictions.
- 3.1.26 **Antennas Towers Satellite Dishes.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Subdivision, including any Lot, which is visible from any street, Common Area or other Lot unless it is impossible to receive signals from any other location that is not so visible. In that event, the receiving device may be placed in a visible location as approved by the Committee. The Committee may require as much screening as possible while not substantially interfering with reception. No satellite dishes shall be permitted that are larger than one (1) meter in diameter. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted upon any other portion of the Property.

The Declarant, by promulgating this Section, is not attempting to violate the Telecommunications Act of 1996 (the "1996 Act"), as same may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

In the event that it is impossible to receive an adequate signal from a non-visible location, the installation of antennas shall be subject to rules and regulations that may be promulgated by the Board setting out preferred alternate locations for antennas.

Nothing herein shall be construed to conflict with the latest rules and regulations set forth by the Federal Communications Commission.

3.1.27 **Light Pollution.** Exterior lights such as those for security, safety, and decorative reasons are allowed, provided all exterior lighting is hooded or the main source of any beam of light is not visible from any part of the Property. The purpose of any restrictions or design guidelines on all exterior lighting on the Property shall be to:

- (A) Minimize light pollution of the night sky;
- (B) Minimize the visibility of light sources from any part of the Property; and
- (C) Enhance the aesthetic nighttime appearance of each Lot, Main Dwelling, and the Property in general by promoting a consistent and harmonious scheme for exterior lighting.

3.1.28 **Noise Pollution.** No exterior speakers, horns, whistle, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any Tract such that it becomes or will become clearly audible at the property line of adjoining property owners.

3.1.29 **No Business or Commercial Activities.** No activity, whether for profit or not, shall be conducted on any Tract that is not directly related to single family residential purposes, unless said activity meets the following criteria:

- (A) No additional exterior sign of activity is present;
- (B) It is the type of action that usually occurs in a home;
- (C) No additional traffic is created, other than the traffic that would be there normally for a single family, residential use; and
- (D) Nothing dangerous is present that should not be there.

Nothing herein shall prevent an Owner from maintaining a home office so long as the requirements of (A), (B), (C) and (D) above are met. This condition is waived in regards to the Developer's, or a homebuilders customary sales activities required to sell Tracts or homes in the Subdivision.

3.1.30 **Prohibition of Offensive Activities.** No noxious or offensive activity shall be carried out upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

3.1.31 **Garbage: Trash: Rubbish.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise there from so as to render

such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants.

(A) Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view;

(B) Each Owner shall contract and pay for regular trash services for their Lot; and

(C) In the event the Owner shall fail or refuse to keep, or cause to be kept such Owner's property or any Improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for ten (10) days after delivery of written notice thereof, then the Association may enter upon such property and remove or correct the same at the expense of the Owner and any such entry shall not be deemed a trespass. any such entry shall not be deemed a trespass.

3.1.32 **Inoperable and Junk Prohibited.** No Tract shall be used as a depository for inoperable, abandoned, or junk motor vehicles or other equipment. No junk of any kind or character shall be kept on any Tract.

3.1.33 **Trailers, Recreational Vehicles- Boats.** All trailers, travel trailers, graders, recreational vehicles (RVs), ATV'S, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and lawn and garden maintenance equipment shall be kept at all times, except when in actual use, in a covered enclosed structure, which structure complies with the terms of this Declaration hereof. The size of the enclosure must be appropriate for the size of the Lot. The Architectural Control Committee may require extensive screening of the enclosure in order to minimize its visibility from all streets, neighboring Lots, and above if the enclosure is visible from higher elevation Lots.

3.1.34 **Signs.** No permanent or temporary sign(s), advertisements or billboards of any kind shall be constructed or placed upon any Tract without prior written approval by the Architectural Control Committee.

(A) Builders may place one professionally made "model home" sign or "Custom Build on your lot" sign on Lots owned by such Builder. Builders may also place one professionally made "For Sale" sign on a Lot owned by the Builder during construction of a Dwelling on the Lot. Professionally made does not include pre-made, store bought signs. No sign erected by a builder shall be placed closer than twenty-five (25) feet from any front, side or rear property line. Notwithstanding the foregoing, the appearance, size and location of all builder signs must be approved in writing by the Architectural Control Committee;

(B) No more than one (1) professionally made real estate sign per Lot shall be allowed in the Subdivision. The maximum size of this sign must be no more than thirty-six (36) inches by forty-eight (48) inches. This provision shall not apply to the Declarant or to Declarant's affiliated home builder entities so long as Declarant shall own a Tract in the Subdivision;

(C) All permitted signs must be maintained, and in the event a permitted sign is not properly maintained, the Architectural Control Committee may give the sign owner written notice thereof. Repairs required by the Committee must be made within five (5) business days from receipt of such notice. The Committee shall have the right, but not the obligation, to remove the sign or have repairs made, with the expense thereof and a fine being charged to the Lot Owner, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such repair.

(D) Political signs shall be allowed pursuant to the provisions of Texas Property Code;

(E) Nothing herein shall prevent the Association from establishing rules permitting, prohibiting or establishing the design, type, size, material, color or content of signs related to the celebration or recognition of Religious or National Holidays or other topics deemed appropriate or inappropriate by the Board; and

(F) Nothing in this provision regarding signs shall be construed to conflict with the latest statutes and rules as set forth in the Texas Property Code regarding signs.

3.1.35 **Animal Husbandry.** No animals, horses, livestock or poultry of any kind shall be raised, bred or kept on any Tract except dogs, cats, or other household pets may be kept for domestic purposes in a quantity not to exceed a total of four (4) per Tract. Dogs must be kept in a Dwelling, kennel, dog run, or fenced area that confines such dog(s) to the area. Dogs will not be permitted to run loose in the Subdivision and must be kept on leash if outside of those confines mentioned above. Animal breeding operations will not be allowed in the Subdivision.

3.1.36 **Mineral Development.** No commercial oil or gas drilling, oil or gas development operations, oil or gas refining, quarrying or mining operation of any kind shall be permitted upon or in any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Tract. Water wells may be used only for irrigation purposes. All water wells drilled must be permitted and approved by the appropriate governmental body. However, this restriction is not intended to prohibit any action necessary to carry out or comply with any fiduciary duty owed by the Association and/or the Owners to any mineral owners. Should action be necessary to carry out or comply with any fiduciary duty regarding mineral owners and mineral interests in the Property, this restriction may be waived by the Board upon filing a written waiver in the Official Public Records of Johnson County, Texas. If such a waiver is necessary, the Association has the authority to impose reasonable restrictions upon any activities necessary to fulfill the Association's and/or Owners' fiduciary duties to the mineral owners.

3.1.37 **Drainage.** No Person or Persons shall impair the natural established drainage patterns of streets, Tracts, or roadway ditches. No creeks or natural drainage areas may be dammed, or water impounded, diverted or used for any purpose without the prior written consent of the Architectural Control Committee.

3.1.38 **Driveways.** All driveways must be surfaced with concrete. Driveways must be surfaced upon completion of the Main Dwelling.

3.1.39 **Landscape.** All Lots must be landscaped prior to occupancy of the Main Dwelling. Landscaping plans must be submitted for review by the Architectural Control Committee at least thirty days (30) prior to home completion. The landscape layout and plans must be approved in writing by the Architectural Control Committee. Such landscape layout and plans shall include all landscaping, plant materials, irrigation, walls, walks, swimming pools, fences, or other features to be installed or constructed on any portion of the Lot. The Committee shall, in its sole discretion and authority, determine whether the landscape layout and plans submitted to it for review are acceptable.

All Lots in **Phase One** will have planted a minimum of **two (2) trees of five-inch (5") caliper** each planted in the **front yard** of each Main Dwelling.

Landscaping shall be a well-designed balance of mature trees, shrubs, and lawn grass around the perimeter of each new home. Plants must screen most of exposed foundations. In addition to the

required tree(s) in each front yard, each Lot Owner is required to plant and maintain at least eight (8) shrubs plus ground cover or mulch in the Lot's front yard planting beds, and grass of a sufficient quality, quantity and design in all the homes' yards to be compatible with Wildcat Ridge, as approved by the Board or the Architectural Control Committee. This area must be watered by an irrigation system. Borough Ditch (aka referred to as "Bar Ditches") areas shall be planted with lawn grass to avoid soil erosion. Recommended types of landscaping turf installed or planted are Buffalo, Blue Grama, Zoysia or Bermuda grasses. Other low water requirement turf products will be considered and may be approved by the Architectural Control Committee. All requirements for specific types of turf are included in the restrictions to encourage water conservation practices.

No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner Lot with triangular areas formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of the street lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of an intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Each Lot will have an up-lighting package on the exterior front of the Main Dwelling. All lighting packages must be approved by the ACC as part of the Plans and Specifications.

3.1.40 **Landscaping, Yard and Improvements Maintenance.** All Common Area grounds shall be regularly mowed, trimmed, fertilized and otherwise maintained by the Association. No person may perform landscaping, planting, or gardening on the Common Area without the Board's prior written authorization.

The Owner of each Lot shall be responsible for maintaining the Lot through the roadside drainage ditches to the edge of the road, Improvements, and the landscaping thereon in good condition and repair and in a neat and attractive condition regardless of whether the Owner is occupying the Lot or not. Lot Owners are exclusively responsible for irrigating and otherwise watering their lawns and all plants and trees on their Lots, and are responsible for the prompt replacement of all dead or dying trees or plants.

During the Development Period, all yard areas on every Lot owned by Declarant shall be regularly mowed, trimmed, fertilized and otherwise maintained by Declarant, or by the Association at the Declarant's expense. Following the Development Period, all yard areas on every Lot not occupied by an Owner or Residents (including lessees) shall be regularly mowed, trimmed, fertilized and otherwise maintained by the Lot Owners. Declarant and the Association shall have a blanket "Yard Power Easement" on and over the yard areas of all Lots in the entire Property. If in the opinion of the Association's Board an Owner or Resident either violates the landscaping or other maintenance rules of this Declaration, or the ByLaws, or other rules promulgated by the Association's Board, or in the sole opinion of the Board causes or allows damage to occur to his yard, plant beds, other landscaping, or sprinkler system, the Association may perform such landscaping or other maintenance which the Association deems appropriate at the offending Owner's or Resident's expense, and such Owner or Resident shall be liable for the cost of any maintenance, repair or restoration which may be performed by the Association. The Owner of a Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the landscaping and yard maintenance requirements of this Article.

After ten (10) days notice to the Owner of any Lot which sets forth the action intended to be taken by the Association and an estimated cost of the action, the Association shall have the right to take action to correct the violation provided at the end of such time such action has not already been taken by such Owner. The person who is the Owner of the Lot at the time the work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work, plus a fine or continuing periodic fines approved by the Board. If such amount is not paid within the same period of time, the Owner shall also be obligated to pay interest on cost of such work at eighteen percent (18%) per annum, and to pay any fines and costs of collection, attorneys' fees, and court costs incurred by the Association in collecting said obligation, and all of the same shall be deemed Other Charges for all purposes and shall be secured by the continuing vendor's lien on such Owner's Lot.

Reasonable amounts of construction materials and equipment may be stored on a Lot for reasonable periods of time during the construction of Improvements, but only if the Lot is kept in a reasonably clean and organized condition. After ten (10) days notice to the Owner of any Lot which sets forth the action intended to be taken by the Association and an estimated cost of the action, the Association shall have the right to take action to correct the violation provided at the end of such time such action has not already been taken by such Owner.

3.1.41 **Oak Wilt Prevention.** Each Owner is responsible for taking action as may be necessary on his Lot to ensure that oak wilt, oak decline, and other diseases are not spread to the trees on other Lots or adjoining land. Because there is no known cure for oak wilt or oak decline, and oak wilt will usually spread from diseased tree to neighboring oaks, at a minimum, each Owner shall:

(A) Properly destroy all infected oaks;

(B) Avoid unneeded pruning of and immediately apply dressing to all wounds on oaks (note that the period of February 1 to June 1 is when trees are the most susceptible to infestation); and

(C) Where oak wilt or oak decline is detected, trench four feet deep in advance of the infection (100 feet in advance is recommended) to stop the spread through infected roots.

The foregoing information regarding oak wilt is provided to inform Owners. Declarant shall not be liable to any Owner in connection with the existence or spread of oak wilt on any Lot.

3.1.42 **Composite Building Site and Re-subdivision of Lot.** Any Owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing Improvements on such resulting composite site, in which case the side set-back lines along the common Lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Any such Composite Building Site must have a front building set-back line of not less than the minimum front building set-back line of all Lots in the same unit. Such Composite Building Site will not be considered composite for purposes of voting or for the Assessments, but such voting rights and Assessments shall be paid based on the original number of Lots. Public utility and drainage easements are exempt from this provision and each Lot Owner is required to obtain any needed releases from public utility companies.

Except by the Developer who may re-subdivide Lots, no Lot shall be re-subdivided without the prior written consent of the Association.

- 3.1.43 **Hunting.** No hunting is allowed in the Subdivision; no discharge of handguns, rifles, shotguns or other firearms are allowed. No bow or cross bow hunting is allowed.
- 3.1.44 **Outside Burning and Fireworks Restrictions.** There shall be no exterior fires, except barbeques, outside fireplaces, braziers, and other incinerator fires contained within facilities or receptacles and in areas designed and approved by the Association. The discharge or display of fireworks in the community is discouraged, and shall not be permitted within 300 feet of a home occupied by a U.S. Military Veteran who has notified the Board of his or her opposition to the discharge of fireworks within 300 feet of his or her home. However, the discharge or display of fireworks shall be permitted on areas of the Common Property with the Board's written consent of each individually approved fireworks activity, subject to adult supervision and all other safety requirements imposed by the Board. Certain approved fireworks may be permitted on Owners' Lots on Board approved holidays and during special events requested in writing by Owners and approved in writing by the Board, but shall be conducted at Owners' sole risk and liability. No Owner shall permit any condition upon its portion of the Property which creates a fire hazard or is in violation of fire prevention regulations. Violations of these restrictions shall be subject to a fine established by the Board of Directors.
- 3.1.45 **Air Conditioners.** No window or wall-type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building on any part of the Property without the written permission of the Architectural Control Committee.
- 3.1.46 **Swimming Pools and Spas.** No swimming pool or spa may be constructed on any Lot without the prior written approval of the Architectural Control Committee. Above ground swimming pools are not permitted. Each application made to the Committee shall be accompanied by Plans and Specifications for the proposed swimming pool or spa construction to be done on such Lot, including a site plan and schematic plan showing the location and dimensions of the swimming pool and/or spa and all related Improvements, together with the plumbing and excavation disposal plan. The Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool and/or spa construction on the Lot to ensure that there is no erosion into the streets, lakes, tanks, or other Lots. In no event shall swimming pools or spas be drained or permitted to discharge water into the streets, lakes, tanks, or other Lots. All swimming pools and/or spas must be enclosed with a fence (approved by the Architectural Control Committee) that is adequate to prevent unauthorized access to the swimming pool and/or spa and complies with applicable law.
- 3.1.47 **Athletic Facilities.** No basketball goals or backboards or any sporting equipment or athletic facilities of either a permanent or temporary nature shall be placed on any Lot in the Subdivision where same would be readily visible from the street or an adjoining Lot and without the prior written consent of the Architectural Control Committee.
- 3.1.48 **Septic Systems.** All Owners of Lots in **Phase One** must install a septic system on their Lot(s), in accordance with the rules and requirements of the Texas Commission on Environmental Quality (or successor state agency), and Johnson County, Texas. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw, untreated, or unsanitary sewage being carried in the streets or into any body of water.
- 3.1.49 **Visual Screening on Lots - No Public Drying of Clothes.** No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible

from adjoining property or streets. The drying of clothes in public view is prohibited. Similarly, all service areas, storage areas, loading areas, propane tanks and appurtenant equipment, yard equipment, woodpiles or storage piles shall be kept screened, in order to conceal them from view from neighboring Lots or streets.

- 3.1.50 **Wind and Solar Devices.** Installation of wind and solar devices shall be in harmony with the design of the other Improvements on the Lot and shall have received the written approval of the Architectural Control Committee and/or the Declarant before installation. The Association or Committee may adopt rules or regulations regarding the installation of wind and solar devices that comply with the Texas Property Code.
- 3.1.51 **Rain Water Collection.** Installation of rain water collection systems shall be in harmony with the design of the other Improvements on the Lot and shall have received the written approval of the Architectural Control Committee and/or the Declarant before installation. The Association or Committee may adopt rules or resolutions regarding the installation of rain water collection systems that comply with the Texas Property Code.
- 3.1.52 **Flags.** Installation of flags shall not be permitted any closer to the street front of any Lot than within an area extending from the front exterior wall of the Main Dwelling to a maximum distance of **fifteen feet (15')** from the front of the Main Dwelling in Phase One and shall be in harmony with the design of the other Improvements on the Lot and shall have received the written approval of the Architectural Control Committee and/or the Declarant before installation. The Association or Committee may adopt rules or regulations regarding the installation of flags that comply with the Texas Property Code. No provision within this Declaration may prohibit or restrict an Owner from display of: (a) a US flag, (b) a Texas flag, or (c) a flag for any branch of the US armed forces.
- 3.1.53 **Construction Work.** Construction work shall be conducted on all Lots in accordance with rules and regulations promulgated from time to time by the Association or the Architectural Control Committee. Construction should only be conducted from 7:00 a.m. to 7:00 p.m. unless otherwise approved by the Association.
- 3.1.54 **No Warranty of Enforceability.** It is the Declarant's intention to comply with the Texas Property Code and any other applicable State and Federal statutes. While Declarant has no reason to believe that any of the restrictive covenants of other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.
- 3.1.55 **Traffic Regulations.** All vehicular traffic on the streets and roads in the Property shall be subject to the laws of the State of Texas, Johnson County, and the City of Godley (after any future annexation), and any other governmental body having jurisdiction concerning operation of motorized vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic including reasonable safety measures, speed limits and modification of those in force on public street within the Property. The Association shall be entitled to enforce same by establishing such

enforcement procedures as it deems appropriate including levying fines for the violation thereof. In the event of conflict of laws of the State of Texas, Johnson County, the City of Godley (after any future annexation), any other governmental jurisdiction and the rules and regulations promulgated by the Association, the more restrictive rules and regulations shall govern. Only drivers licensed to operate motor vehicles by the State of Texas or by any other state in the United States may operate any type of motor vehicle within the Property. All vehicles of any kind and nature which are operated on the streets of the Property shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Property.

Phase Two

- 3.2 All of the Property in Phase Two shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:
- 3.2.1 **ACC Approval Required.** All Plans and specifications for construction, creation, alteration, or placement of Dwellings and Improvements must be approved in writing by the ACC prior to being constructed, erected, altered or placed on the Property.
- 3.2.2 **Single Family Residential Construction - General.** Except for Common Areas or as otherwise set forth herein, all Lots shall be used solely for single family residential purposes.
- 3.2.3 **Main Dwelling.** No residential building shall be erected, altered, placed or permitted to remain on any Lot or Building Site other than one single-family Main Dwelling unit ("Dwelling") per each Lot to be used solely for single family, residential purposes.
- 3.2.4 **Single Family.** Lots within the Subdivision shall be used exclusively for single-family residential purposes. The term "single-family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single group consisting of individuals related to one another by marriage, or by blood or adoption within the first and second degrees of consanguinity. It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.
- 3.2.5 **No Prefab Manufactured or Mobile Homes.** The term "Dwelling" does not include manufactured, mobile, or prefabricated homes, regardless of whether the same are placed upon a permanent foundation, and said homes are not permitted within the Subdivision.
- 3.2.6 **Foundations.** The foundation of the Dwelling(s) can be concrete slab, or a combination of concrete slab and piers.
- 3.2.7 **Dwelling Heights.** Dwelling in **Phase Two** must not exceed forty (40) feet in height, at its highest point, measured from the highest elevation of virgin soil.
- 3.2.8 **Colors.** All exterior colors of any structures must be natural or earth tones and must compliment the surrounding landscape. The Architectural Control Committee may, in its sole discretion, approve other color schemes so long as such colors compliment the Subdivision.

- 3.2.9 **Dwellings Square Footage.** All Main Dwellings in **Phase Two** on one-quarter acre Lots (including Lots 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 129, 130, 131, 132, 133, 134, and 135) must have at least One Thousand Six Hundred Fifty (1,650) square feet of living area for single story structures and One Thousand Eight Hundred fifty (1,850) square feet of living area for two story structures with a minimum of One Thousand Two Hundred Fifty (1,250) square feet of living area on the first floor for two story structures. One-half (1/2) acre Lots must have at least Two Thousand (2,000) square feet of living area for one story homes, and Two Thousand, Two hundred (2,200) square feet of living area for two story homes, with at least One Thousand, Six hundred (1,650) square feet on the ground floor. All Main Dwellings must be built of new construction material.
- 3.2.10 **Exterior Masonry.** The exterior walls of any Dwellings constructed on any Tract in **Phase Two** shall be eighty (80%) percent masonry, or masonry veneer, excluding window and door openings. Masonry or masonry veneer includes brick, stucco, ceramic tile, clay and stone. Concrete siding material like Hardi Plank is not considered masonry, but is permitted on the remaining twenty percent (20%) of the exterior walls with a color approved by the Architectural Control Committee to be in harmony with the color of the 80% exterior wall siding. The exterior of all chimneys shall be one hundred percent (100%) masonry of a type and color matching the exterior walls of the Dwelling.
- 3.2.11 **Roof Pitch.** The minimum Dwelling roof pitch elevation in **Phase Two** shall be eight (8) to twelve (12), unless otherwise approved by the Committee.
- 3.2.12 **Roofing Materials.** The roof surface of all principal and secondary structures including garages and outbuildings shall be made of slate, stone, asphalt or composition 30-year dimensional shingles, concrete tile, clay tile, or other tile of a ceramic nature, or metal. All metal roofs shall be left natural or painted a color approved by the Architectural Control Committee, using standing or battened seams. The Committee shall have the authority and sole discretion to approve other roof treatments and materials if the form utilized will be harmonious with the surrounding homes and Subdivision as a whole and complies with any rules or regulations adopted by the Association or Committee.
- 3.2.13 **Garages.** All Dwellings in Phase II must have at least a two (2) car garage for two (2) full-size automobiles, with garage door openings that face a side or the rear lot lines, but may also face front toward the street with the approval of the Architectural Control Committee. If the Dwelling has a third (3rd) car garage, then the single car garage may, with the approval of the ACC, face the front street of the Lot. Any detached garage must be constructed during the construction of the Dwelling or after the Dwelling is constructed. Without the Association Board's prior written approval, the original or any detached garage area of a Lot may not be enclosed or used for any purpose that prohibits the parking of at least two standard-size operable vehicles in the original attached garage and at least one standard-size vehicle in any detached garage. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving. All garages, including detached garages, will be of the same general construction and exterior finish as the Main Dwelling, and located on the Tract according to the ACC approved building site plan.

3.2.14 **No Carports.** No carports are allowed.

3.2.15 **Mailboxes.** All dwellings in Phase Two shall have an individually keyed and lockable mail box installed and assigned by the Association, at each Homeowner's cluster mailbox equipment and

installation cost of Five Hundred and No/100 Dollars (\$500.00), payable to the Developer/Declarant as a condition of and prior to occupation of the dwelling, in the Lot's assigned cluster mailbox location, according to United States Postal Service requirements and guidelines.

3.2.16 **Outbuildings – General Restrictions.** Any outbuildings in **all Phases** must be constructed during the construction of the Dwelling or after the Dwelling is constructed. Detailed plans and specifications for workshops and other outbuildings (sometimes also referred to as “Accessory Buildings”) must be submitted to the Architectural Control Committee in order to be considered for approval. Such structures must be located behind the main dwelling site and may not be constructed on the tracts prior to the main dwelling being constructed or occupied. All outbuildings in all Phases, regardless of size, must be constructed so that the entire exterior walls must be a color approved by the Architectural Control Committee as being harmonious with the color of the exterior walls of the main dwelling.

Large Outbuildings (also referred to herein as Large Accessory Buildings), such as workshops, barns and large storage buildings, whose footprint exceeds eighty (80) square feet, must be constructed to be harmonious with the color of the exterior walls, the garage doors and the roofs of the main dwelling. The exterior walls of the **front elevation** of all large accessory buildings must match the same exterior masonry and masonry veneer percentage of coverage as required for the exterior walls of the main Dwelling in the masonry and masonry veneer exterior coverage, excluding window and door openings, percentages prescribed respectively within these restrictions. A four foot (4') wainscot at the base of large Accessory Buildings, constructed along the **sides and rear** elevations of the buildings shall satisfy the requirement for materials and color harmonious with the main dwelling, subject to the Architectural Control Committee's approval of exterior materials and colors on the non-frontal remaining exterior of such buildings as being harmonious with the main dwelling.

Masonry or masonry veneer includes brick, stucco, ceramic tile, clay and stone. Concrete siding material like Hardy Plank is not considered masonry. If the Dwelling has at least a two-car garage, then the outbuilding may, with the approval of the Architectural Control Committee, have garage doors that face the front street of the Lot. No portable storage buildings, determined in the sole discretion of the Architectural Control Committee, shall be allowed.

All guest houses and detached garages will be of the same general construction and exterior materials, color and finish as the Main Dwelling, and shall be located on the tract according to the Committee's approved building site plan. If an accessory structure that is visible from a street or another Lot is installed on a Lot without the prior written approval of the Architectural Control Committee, the Architectural Control Committee 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 relocate it, screen it, or remove it.

3.2.17 **Outbuildings Restrictions.** The highest elevation of any outbuildings in **Phase Two** shall not exceed twenty five (25) feet in height from the highest elevation of virgin soil of the outbuilding or the highest elevation of the completed Dwelling, whichever is less, to ensure that no outbuilding in Phases II or III is higher in elevation than the Dwelling. The exterior walls of eighty percent (80%) of the **front** elevation, excluding window and door openings, and of the four foot (4') wainscot at the base of large Accessory Buildings constructed along the **sides and rear** elevations of the buildings of all large accessory buildings in Phases II and III must match the same exterior

masonry and masonry veneer materials and colors of the exterior walls of the main Dwelling. Each Lot in Phases II and III will be limited to no more than one (1) outbuilding on any such Lot.

- 3.2.18 **Construction Periods.** There is no restriction on the time period in which a Dwelling, outbuilding or other improvement must be started, but once said Dwelling, outbuilding or improvements are commenced, they shall be completed as to the exterior finish and appearance within nine (9) months from the commencement date. Commencement of a building is defined as the setting of forms for the foundation of the building.
- 3.2.19 **Erosion Control.** Each Owner is responsible for all erosion control measures required by federal state, or local law, rules or regulations any during construction on an Owner's Lot(s). In addition, all builders will be required to have their own Storm Water Pollution Prevention Plan (SWPPP) and implement the best practices the plan requires. No activity that may create erosion or siltation problems shall be undertaken on any Tract without the prior written approval of the Committee's Plans and Specifications for the prevention and control of such erosion or siltation. The Committee may, as a condition of approval of such Plans and Specifications, require the use of certain means of physical devices for preventing and controlling erosion.
- 3.2.20 **Walls and Fences.** This Article is subject to the Architectural Control Committee's right to adopt additional or different specifications for construction or reconstruction of fences and walls in Phase II, except that matters concerning party fences and party walls of adjoining Lots are governed by the general rules of law concerning party walls and party fences. All fences and walls must be approved prior to construction by the Architectural Control Committee, and shall be no closer to the front street property lines than the front line of the house. Except in circumstances determined by the Architectural Control Committee to be unique, all residential Lots in Phase II of the Subdivision are required to have Lot perimeter fencing that is either cedar wood or pipe/iron fencing. If cedar wood fencing, then construction shall consist of six feet (6') tall cedar, board-and-batt privacy fencing with a top rail, and with metal support posts spaced apart on eight-foot (8') centers, anchored in the ground at least two feet (2') in concrete, and having a consistent stain color approved by the Architectural Control Committee. If pipe/iron fencing, then construction shall consist of a minimum five (5) feet tall, all black, ornamental or aluminum wrought iron fencing with steel anchor posts set in concrete at a depth of at least two feet in the ground, with the fencing between anchor posts spaced eight (8) feet to ten (10) feet apart, all black construction; or a top-rail steel pipe fencing constructed of steel anchor posts set in concrete at a depth of at least two feet in the ground, with the fencing between anchor posts spaced eight (8) feet to ten (10) feet apart with a horizontal black steel top-rail.

All residential Lots whose rear Lot perimeter fencing is a part of the Subdivision's perimeter fencing must have finished sides facing to both the inward side of the Wildcat Ridge Lot and to the subdivision's outside perimeter fencing. The street front-facing fencing that connects to the side Lot boundary fencing and to the sides of the main Dwelling must have finished sides on both sides of the fence. And, the fencing along the common side boundaries are required to have finished sides on both sides of the fence. Fences may not be constructed between a dwelling's front building line and the street. The use of chain link or wire fencing is prohibited. The use of chain link, wire, rock, brick, unfinished concrete block, and similarly undesirable fencing materials, as determined in the sole discretion of the Architectural Control Committee, is

prohibited. A fence located on or near the dividing line between two Lots and intended to benefit both Lots constitutes a “Party Wall Fence” and, to the extent not inconsistent with the provisions of this Article, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions.

Retaining walls must be constructed entirely with Architectural Control Committee-approved materials; however, railroad ties may not be used for a retaining wall. All walls, fences, and gates must be maintained in good condition.

3.2.21 **Party Wall Fences.** If the Party Wall Fence is on one Lot or another due to an error in construction, the fence is nevertheless deemed to be on the dividing line for purposes of this Article. Each Lot sharing a Party Wall Fence is subject to an easement for the existence and continuance of any encroachment by the fence as a result of construction, repair, shifting, settlement, or movement in any portion of the fence, so that the encroachment may remain undisturbed as long as the fence stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall Fence.

If the Party Wall Fence is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the fence to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt fence.

A Buyer who purchases a Lot without any existing fencing on the side or sides of Buyer’s Lot next to the Lot subsequently purchased by Buyer and then installs a fence located on or near the dividing line between such Buyer’s Lot and an adjacent Lot, without the written permission of the Owner of the contiguous Lot, must do so at such Buyer’s sole expense. A subsequent Buyer of a Lot contiguous to a Lot with an existing fence located on or near the dividing line between the two Lots shall have no responsibility or liability to reimburse the Lot Owner with the existing fence for any of the expense of construction, when the Buyer either purchases his or her Lot with an existing fence on the Lot or if the contiguous Lot Owner built the fence following his or her purchase of the Lot, unless agreed otherwise in a written agreement between the Owner of the Lot with the existing fence and the Buyer of the contiguous vacant Lot. The subsequent Buyer of the vacant Lot next to the Lot with the existing fence shall be obligated to share in the general normal wear and tear maintenance of the existing party fence from the date of such Buyer’s purchase of the Lot with an existing fence. However, the Buyer of the vacant Lot with an existing fence shall have no obligation to share in the expense of repairing or replacing all or any portion of the fence for damages to the fence caused by an external force, whether caused by natural forces or caused by animals or man.

The Owners of adjoining Lots shall otherwise share equally the costs of repair, reconstruction, or replacement of the Party Wall Fence, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the fence, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall Fence, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Johnson County’s Deed

Records, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to contribution from another Owner under this Article is appurtenant to the land and passes to the Owner's successors in title.

The Owner of a Lot sharing a Party Wall Fence may not cut openings in the fence or alter or change the fence in any manner that affects the use, condition, or appearance of the fence to the adjoining Lot. Unless both Owners reach a mutual decision to the contrary, the Party Wall Fence will always remain in the same location as where initially erected.

- 3.2.22 **Location of Improvements upon Lots.** All buildings and Improvements in **Phase II**, except fences and driveways, shall be located a minimum of ten (10) feet from the side Property line, twenty (25) feet from the front Property line, and twenty-five (20) feet from the rear Property line. At its sole discretion, the Architectural Control Committee may waive or alter any such set-back line if the waiver is necessary to permit effective utilization of a Lot. Any waiver must be in writing and recorded in the Official Public Records of Johnson County, Texas.
- 3.2.23 **Developer's Use of Temporary Structures.** The Developer reserves the right to erect, place and maintain a portable or temporary building in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements within the Subdivision. The Developer is not restricted by any of the above time constraints in this provision. These rights are unique to Developer.
- 3.2.24 **Alteration or Removal of Improvements.** Any construction that alters the exterior appearance of any Improvement or removes any Improvement shall be performed only with prior written approval of the Architectural Control Committee.
- 3.2.25 **Model Homes.** Notwithstanding anything herein contained, Builders shall be allowed to construct model or speculative homes so long as such model or speculative home conforms to these restrictions.
- 3.2.26 **Antennas Towers Satellite Dishes.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Subdivision, including any Lot, which is visible from any street, Common Area or other Lot unless it is impossible to receive signals from any other location that is not so visible. In that event, the receiving device may be placed in a visible location as approved by the Committee. The Committee may require as much screening as possible while not substantially interfering with reception. No satellite dishes shall be permitted that are larger than one (1) meter in diameter. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted upon any other portion of the Property.

The Declarant, by promulgating this Section, is not attempting to violate the Telecommunications Act of 1996 (the "1996 Act"), as same may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

In the event that it is impossible to receive an adequate signal from a non-visible location, the installation of antennas shall be subject to rules and regulations that may be promulgated by the Board setting out preferred alternate locations for antennas.

Nothing herein shall be construed to conflict with the latest rules and regulations set forth by the Federal Communications Commission.

3.2.27 **Light Pollution.** Exterior lights such as those for security, safety, and decorative reasons are allowed, provided all exterior lighting is hooded or the main source of any beam of light is not visible from any part of the Property. The purpose of any restrictions or design guidelines on all exterior lighting on the Property shall be to:

- (A) Minimize light pollution of the night sky;
- (B) Minimize the visibility of light sources from any part of the Property; and
- (C) Enhance the aesthetic nighttime appearance of each Lot, Main Dwelling, and the Property in general by promoting a consistent and harmonious scheme for exterior lighting.

3.2.28 **Noise Pollution.** No exterior speakers, horns, whistle, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any Tract such that it becomes or will become clearly audible at the property line of adjoining property owners.

3.2.29 **No Business or Commercial Activities.** No activity, whether for profit or not, shall be conducted on any Tract that is not directly related to single family residential purposes, unless said activity meets the following criteria:

- (A) No additional exterior sign of activity is present;
- (B) It is the type of action that usually occurs in a home;
- (C) No additional traffic is created, other than the traffic that would be there normally for a single family, residential use; and
- (D) Nothing dangerous is present that should not be there.

Nothing herein shall prevent an Owner from maintaining a home office so long as the requirements of (A), (B), (C) and (D) above are met. This condition is waived in regards to the Developer's, or a home builders customary sales activities required to sell Tracts or homes in the Subdivision.

3.2.30 **Prohibition of Offensive Activities.** No noxious or offensive activity shall be carried out upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

3.2.31 **Garbage: Trash: Rubbish.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise there from so as to render such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants.

- (A) Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view;

(B) Each Owner shall contract and pay for regular trash services for their Lot; and

(C) In the event the Owner shall fail or refuse to keep, or cause to be kept such Owner's property or any Improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for ten (10) days after delivery of written notice thereof, then the Association may enter upon such property and remove or correct the same at the expense of the Owner and any such entry shall not be deemed a trespass. any such entry shall not be deemed a trespass.

3.2.32 **Inoperable and Junk Prohibited.** No Tract shall be used as a depository for inoperable, abandoned, or junk motor vehicles or other equipment. No junk of any kind or character shall be kept on any Tract.

3.2.33 **Trailers, Recreational Vehicles- Boats.** All trailers, travel trailers, graders, recreational vehicles (RVs), ATV'S, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and lawn and garden maintenance equipment shall be kept at all times, except when in actual use, in a covered enclosed structure, which structure complies with the terms of this Declaration hereof. The size of the enclosure must be appropriate for the size of the Lot. The Architectural Control Committee may require extensive screening of the enclosure in order to minimize its visibility from all streets, neighboring Lots, and above if the enclosure is visible from higher elevation Lots.

3.2.34 **Signs.** No permanent or temporary sign(s), advertisements or billboards of any kind shall be constructed or placed upon any Tract without prior written approval by the Architectural Control Committee.

(A) Builders may place one professionally made "model home" sign or "Custom Build on your lot" sign on Lots owned by such Builder. Builders may also place one professionally made "For Sale" sign on a Lot owned by the Builder during construction of a Dwelling on the Lot. Professionally made does not include pre-made, store bought signs. No sign erected by a builder shall be placed closer than twenty-five (25) feet from any front, side or rear property line. Notwithstanding the foregoing, the appearance, size and location of all builder signs must be approved in writing by the Architectural Control Committee;

(B) No more than one (1) professionally made real estate sign per Lot shall be allowed in the Subdivision. The maximum size of this sign must be no more than thirty-six (36) inches by forty-eight (48) inches. This provision shall not apply to the Declarant or to Declarant's affiliated home builder entities so long as Declarant shall own a Tract in the Subdivision;

(C) All permitted signs must be maintained, and in the event a permitted sign is not properly maintained, the Architectural Control Committee may give the sign owner written notice thereof. Repairs required by the Committee must be made within five (5) business days from receipt of such notice. The Committee shall have the right, but not the obligation, to remove the sign or have repairs made, with the expense thereof and a fine being charged to the Lot Owner, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such repair.

(D) Political signs shall be allowed pursuant to the provisions of Texas Property Code;

(E) Nothing herein shall prevent the Association from establishing rules permitting, prohibiting or establishing the design, type, size, material, color or content of signs related to the celebration or recognition of Religious or National Holidays or other topics deemed appropriate or inappropriate by the Board; and

(F) Nothing in this provision regarding signs shall be construed to conflict with the latest statutes and rules as set forth in the Texas Property Code regarding signs.

- 3.2.35 **Animal Husbandry.** No animals, horses, livestock or poultry of any kind shall be raised, bred or kept on any Tract except dogs, cats, or other household pets may be kept for domestic purposes in a quantity not to exceed a total of four (4) per Tract. Dogs must be kept in a Dwelling, kennel, dog run, or fenced area that confines such dog(s) to the area. Dogs will not be permitted to run loose in the Subdivision and must be kept on leash if outside of those confines mentioned above. Animal breeding operations will not be allowed in the Subdivision.
- 3.2.36 **Mineral Development.** No commercial oil or gas drilling, oil or gas development operations, oil or gas refining, quarrying or mining operation of any kind shall be permitted upon or in any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Tract. Water wells may be used only for irrigation purposes. All water wells drilled must be permitted and approved by the appropriate governmental body. However, this restriction is not intended to prohibit any action necessary to carry out or comply with any fiduciary duty owed by the Association and/or the Owners to any mineral owners. Should action be necessary to carry out or comply with any fiduciary duty regarding mineral owners and mineral interests in the Property, this restriction may be waived by the Board upon filing a written waiver in the Official Public Records of Johnson County, Texas. If such a waiver is necessary, the Association has the authority to impose reasonable restrictions upon any activities necessary to fulfill the Association's and/or Owners' fiduciary duties to the mineral owners.
- 3.2.37 **Drainage.** No Person or Persons shall impair the natural established drainage patterns of streets, Tracts, or roadway ditches. No creeks or natural drainage areas may be dammed, or water impounded, diverted or used for any purpose without the prior written consent of the Architectural Control Committee.
- 3.2.38 **Driveways.** All driveways must be surfaced with concrete. Driveways must be surfaced upon completion of the Main Dwelling.
- 3.2.39 **Landscape.** All Lots must be landscaped prior to occupancy of the Main Dwelling. Landscaping plans must be submitted for review by the Architectural Control Committee at least thirty days (30) prior to home completion. The landscape layout and plans must be approved in writing by the Architectural Control Committee. Such landscape layout and plans shall include all landscaping, plant materials, irrigation, walls, walks, swimming pools, fences, or other features to be installed or constructed on any portion of the Lot. The Committee shall, in its sole discretion and authority, determine whether the landscape layout and plans submitted to it for review are acceptable.

All Lots in **Phase Two** will have planted a minimum of **two (2) trees of three-inch (") caliper** each planted in the **front yard** of each Main Dwelling.

Landscaping shall be a well-designed balance of mature trees, shrubs, and lawn grass around the perimeter of each new home. Plants must screen most of exposed foundations. In addition to the required tree(s) in each front yard, each Lot Owner is required to plant and maintain at least eight (8) shrubs plus ground cover or mulch in the Lot's front yard planting beds, and grass of a sufficient quality, quantity and design in all the homes' yards to be compatible with Wildcat Ridge, as approved by the Board or the Architectural Control Committee. This area must be watered by an irrigation system. Borough Ditch (aka referred to as "Bar Ditches") areas shall be planted with lawn grass to avoid soil erosion. Recommended types of landscaping turf installed or planted are Buffalo, Blue Grama, Zoysia or Bermuda grasses. Other low water requirement turf products will

be considered and may be approved by the Architectural Control Committee. All requirements for specific types of turf are included in the restrictions to encourage water conservation practices.

No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner Lot with triangular areas formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of the street lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of an intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

3.2.40 **Landscaping, Yard and Improvements Maintenance.** All Common Area grounds shall be regularly mowed, trimmed, fertilized and otherwise maintained by the Association. No person may perform landscaping, planting, or gardening on the Common Area without the Board's prior written authorization.

The Owner of each Lot shall be responsible for maintaining the Lot through the roadside drainage ditches to the edge of the road, Improvements, and the landscaping thereon in good condition and repair and in a neat and attractive condition regardless of whether the Owner is occupying the Lot or not. Lot Owners are exclusively responsible for irrigating and otherwise watering their lawns and all plants and trees on their Lots, and are responsible for the prompt replacement of all dead or dying trees or plants.

During the Development Period, all yard areas on every Lot owned by Declarant shall be regularly mowed, trimmed, fertilized and otherwise maintained by Declarant, or by the Association at the Declarant's expense. Following the Development Period, all yard areas on every Lot not occupied by an Owner or Residents (including lessees) shall be regularly mowed, trimmed, fertilized and otherwise maintained by the Lot Owners. Declarant and the Association shall have a blanket "Yard Power Easement" on and over the yard areas of all Lots in the entire Property. If in the opinion of the Association's Board an Owner or Resident either violates the landscaping or other maintenance rules of this Declaration, or the ByLaws, or other rules promulgated by the Association's Board, or in the sole opinion of the Board causes or allows damage to occur to his yard, plant beds, other landscaping, or sprinkler system, the Association may perform such landscaping or other maintenance which the Association deems appropriate at the offending Owner's or Resident's expense, and such Owner or Resident shall be liable for the cost of any maintenance, repair or restoration which may be performed by the Association. The Owner of a Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the landscaping and yard maintenance requirements of this Article.

After ten (10) days notice to the Owner of any Lot which sets forth the action intended to be taken by the Association and an estimated cost of the action, the Association shall have the right to take action to correct the violation provided at the end of such time such action has not already been taken by such Owner. The person who is the Owner of the Lot at the time the work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work, plus a fine or continuing periodic fines approved by the Board. If such amount is not paid within the same period of time, the Owner shall also be obligated to pay interest on cost of such work at eighteen percent (18%) per annum, and to pay any fines and costs of collection, attorneys' fees, and court costs incurred by the Association in collecting said obligation, and all of the same shall be deemed Other Charges for all purposes and shall be secured by the continuing vendor's lien on such Owner's Lot.

Reasonable amounts of construction materials and equipment may be stored on a Lot for reasonable periods of time during the construction of Improvements, but only if the Lot is kept in a reasonably clean and organized condition. After ten (10) days notice to the Owner of any Lot which sets forth the action intended to be taken by the Association and an estimated cost of the action, the Association shall have the right to take action to correct the violation provided at the end of such time such action has not already been taken by such Owner.

3.2.41 **Oak Wilt Prevention.** Each Owner is responsible for taking action as may be necessary on his Lot to ensure that oak wilt, oak decline, and other diseases are not spread to the trees on other Lots or adjoining land. Because there is no known cure for oak wilt or oak decline, and oak wilt will usually spread from diseased tree to neighboring oaks, at a minimum, each Owner shall:

(A) Properly destroy all infected oaks;

(B) Avoid unneeded pruning of and immediately apply dressing to all wounds on oaks (note that the period of February 1 to June 1 is when trees are the most susceptible to infestation); and

(C) Where oak wilt or oak decline is detected, trench four feet deep in advance of the infection (100 feet in advance is recommended) to stop the spread through infected roots.

The foregoing information regarding oak wilt is provided to inform Owners. Declarant shall not be liable to any Owner in connection with the existence or spread of oak wilt on any Lot.

3.2.42 **Composite Building Site and Re-subdivision of Lot.** Any Owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing Improvements on such resulting composite site, in which case the side set-back lines along the common Lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Any such Composite Building Site must have a front building set-back line of not less than the minimum front building set-back line of all Lots in the same unit. Such Composite Building Site will not be considered composite for purposes of voting or for the Assessments, but such voting rights and Assessments shall be paid based on the original number of Lots. Public utility and drainage easements are exempt from this provision and each Lot Owner is required to obtain any needed releases from public utility companies.

Except by the Developer who may re-subdivide Lots, no Lot shall be re-subdivided without the prior written consent of the Association.

3.2.43 **Hunting.** No hunting is allowed in the Subdivision; no discharge of handguns, rifles, shotguns or other firearms are allowed. No bow or cross bow hunting is allowed.

3.2.44 **Outside Burning and Fireworks Restrictions.** There shall be no exterior fires, except barbeques, outside fireplaces, braziers, and other incinerator fires contained within facilities or receptacles and in areas designed and approved by the Association. The discharge or display of fireworks in the community is discouraged, and shall not be permitted within 300 feet of a home occupied by a U.S. Military Veteran who has notified the Board of his or her opposition to the discharge of fireworks within 300 feet of his or her home. However, the discharge or display of fireworks shall be permitted on areas of the Common Property with the Board's written consent of each individually approved fireworks activity, subject to adult supervision and all other safety

requirements imposed by the Board. Certain approved fireworks may be permitted on Owners' Lots on Board approved holidays and during special events requested in writing by Owners and approved in writing by the Board, but shall be conducted at Owners' sole risk and liability. No Owner shall permit any condition upon its portion of the Property which creates a fire hazard or is in violation of fire prevention regulations. Violations of these restrictions shall be subject to a fine established by the Board of Directors.

- 3.2.45 **Air Conditioners.** No window or wall-type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building on any part of the Property without the written permission of the Architectural Control Committee.
- 3.2.46 **Swimming Pools and Spas.** No swimming pool or spa may be constructed on any Lot without the prior written approval of the Architectural Control Committee. Above ground swimming pools are not permitted. Each application made to the Committee shall be accompanied by Plans and Specifications for the proposed swimming pool or spa construction to be done on such Lot, including a site plan and schematic plan showing the location and dimensions of the swimming pool and/or spa and all related Improvements, together with the plumbing and excavation disposal plan. The Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool and/or spa construction on the Lot to ensure that there is no erosion into the streets, lakes, tanks, or other Lots. In no event shall swimming pools or spas be drained or permitted to discharge water into the streets, lakes, tanks, or other Lots. All swimming pools and/or spas must be enclosed with a fence (approved by the Architectural Control Committee) that is adequate to prevent unauthorized access to the swimming pool and/or spa and complies with applicable law.
- 3.2.47 **Athletic Facilities.** No basketball goals or backboards or any sporting equipment or athletic facilities of either a permanent or temporary nature shall be placed on any Lot in the Subdivision where same would be readily visible from the street or an adjoining Lot and without the prior written consent of the Architectural Control Committee.
- 3.2.48 **Municipal Water, Sanitary Sewer and Electricity Utilities in Phase II.** Except for temporary water and sewage facilities and systems which may be installed and used by Declarant or by Builders (and which must comply with the requirements of the City of Godley Subdivision Ordinance) prior to having access to city water and sewage systems, all dwellings must be connected to the sewer and water systems provided by the City of Godley as such systems are available and functional for use by dwellings in Phase II of the Wildcat Ridge subdivision; and, all such dwellings will be subject to tap and use fees established by the City of Godley. All temporary water and sewage systems must be removed within 60 days of certification by the City of Godley that city water and sewage systems are available and functional for use by dwellings in Wildcat Ridge. All dwellings must also be served with electricity provided by United Cooperative Services. Individual water supply and sewage disposal systems are not otherwise permitted. 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. The Architectural Control Committee may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring lots.

- 3.2.49 **Visual Screening on Lots - No Public Drying of Clothes.** No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or streets. The drying of clothes in public view is prohibited. Similarly, all service areas, storage areas, loading areas, propane tanks and appurtenant equipment, yard equipment, woodpiles or storage piles shall be kept screened, in order to conceal them from view from neighboring Lots or streets.
- 3.2.50 **Wind and Solar Devices.** Installation of wind and solar devices shall be in harmony with the design of the other Improvements on the Lot and shall have received the written approval of the Architectural Control Committee and/or the Declarant before installation. The Association or Committee may adopt rules or regulations regarding the installation of wind and solar devices that comply with the Texas Property Code.
- 3.2.51 **Rain Water Collection.** Installation of rain water collection systems shall be in harmony with the design of the other Improvements on the Lot and shall have received the written approval of the Architectural Control Committee and/or the Declarant before installation. The Association or Committee may adopt rules or resolutions regarding the installation of rain water collection systems that comply with the Texas Property Code.
- 3.2.52 **Flags.** Installation of flags shall not be permitted any closer to the street front of any Lot than within an area extending from the front exterior wall of the Main Dwelling to a maximum distance of **ten feet (10')** from the front of the Main Dwelling in Phase Two and shall be in harmony with the design of the other Improvements on the Lot and shall have received the written approval of the Architectural Control Committee and/or the Declarant before installation. The Association or Committee may adopt rules or regulations regarding the installation of flags that comply with the Texas Property Code. No provision within this Declaration may prohibit or restrict an Owner from display of: (a) a US flag, (b) a Texas flag, or (c) a flag for any branch of the US armed forces.
- 3.2.53 **Construction Work.** Construction work shall be conducted on all Lots in accordance with rules and regulations promulgated from time to time by the Association or the Architectural Control Committee. Construction should only be conducted from 7:00 a.m. to 7:00 p.m. unless otherwise approved by the Association.
- 3.2.54 **No Warranty of Enforceability.** It is the Declarant's intention to comply with the Texas Property Code and any other applicable State and Federal statutes. While Declarant has no reason to believe that any of the restrictive covenants of other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.
- 3.2.55 **Traffic Regulations.** All vehicular traffic on the streets and roads in the Property shall be subject to the laws of the State of Texas, Johnson County, and the City of Godley (after any future annexation), and any other governmental body having jurisdiction concerning operation of motorized vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic

including reasonable safety measures, speed limits and modification of those in force on public street within the Property. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate including levying fines for the violation thereof. In the event of conflict of laws of the State of Texas, Johnson County, the City of Godley (after any future annexation), any other governmental jurisdiction and the rules and regulations promulgated by the Association, the more restrictive rules and regulations shall govern. Only drivers licensed to operate motor vehicles by the State of Texas or by any other state in the United States may operate any type of motor vehicle within the Property. All vehicles of any kind and nature which are operated on the streets of the Property shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Property.

**V.
Architectural Control Committee**

Article V, paragraph 5.5 is hereby deleted and replaced with the following paragraph:

Article V,

5.5 Term. At the conclusion of the Development Period, the Declarant shall cause an instrument transferring control of the Association and its function and the control over the Architectural Control Committee to be filed in the Official Public Records of Johnson county, Texas and shall appoint not less than three (3) Owners to form the Architectural Control Committee. Declarant shall have and exercise sole control of and over the Association and its functions and the Architectural Control committee until control thereof shall have bene transferred to the Association as above provided. Thereafter, annually the Association shall elect members in accordance with the Bylaws. Additionally, the Declarant shall have the right to discontinue the exercise of architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Official Public Records of Johnson County, Texas.

**ARTICLE VI
ASSESSMENTS AND FUNDS**

Paragraph 6.5 of Article VI Assessments and Funds is deleted and replaced with the following:

6.5 **Annual Assessments.** Following the recordation of this Amended Declaration, effective beginning on January 1, 2021, the initial \$400.00 per Lot Annual Assessment is hereby increased from \$400.00 for each Lot by 10% per year for the last four years from June 1, 2016 through May 31, 2020 to be Five Hundred, Eighty-five Dollars (\$585.00) per Lot per year, beginning January 1, 2021 through December 31, 2021, continuing from year to year thereafter until changed by a majority vote of the Board. The Assessments provided for herein shall be payable by the Owner of each Lot. Notwithstanding, Developer shall not be required to pay Assessments on any Lot owned by Developer.

(A) The Annual Assessment may be increased each year by a majority vote of the Board of Directors, but not more than ten percent (10%) over the \$585.00 annual assessment established hereinabove. Such percentage increase may be cumulative from year to year. From and after January 1, 2038, any increase in the annual assessment more than ten percent (10%) over the

annual assessment existing for the prior year for each Lot shall require the approval of at least fifty percent (50%) plus one (1) of the eligible votes of the Members in the Association.

(B) The Board shall fix the Annual Assessment no later than thirty (30) days prior to the end of the fiscal year of the Association. The Board shall also have the authority to establish or agree to alternate payment schedules for Assessments.

(C) The Board shall establish a maintenance fund into which all monies paid to the Association shall be deposited and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

ARTICLE VIII
MISCELLANEOUS

Paragraph 8.3(a) of Article VIII Miscellaneous is hereby deleted and replaced with the following:

Article VIII, paragraph 8.3(A) is hereby deleted and replaced with the following paragraph:

Article VIII,

8.3(A) BY DECLARANT. This Declaration or any Supplemental Declaration may be amended by the Declarant acting along until the earliest to occur of (1) the expiration of the Development Period, (2) the Control Transfer Date, or (3) the expiration of twenty (20) years from the date of Declarant's first sale of convenience of a Lot (the "Twenty Year Period"), no amendments by Declarant after the earliest occurring of such events shall be effective until there has been recorded in the Official Public Records of Johnson County, Texas, an instrument approved, executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes. Notwithstanding the foregoing, Declarant may unilaterally amend this Declaration at any time to correct typographical and grammatical errors, oversights, ambiguities, and/or inconsistencies, provided that any such Amendment shall not impair or adversely affect the vested property, or other rights of any Owner or his mortgagee.

All other provisions of the Declaration not supplemented, amended or deleted herein remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 25 day of November, 2020.

DECLARANT:

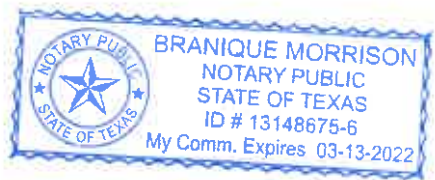
**CJB Development, LLC,
a Texas Limited Liability Company**

By: [Signature]
Jason Britt, Managing Member

STATE OF TEXAS §
 §
COUNTY OF HOOD §

This instrument was acknowledged before me on this 25 day of November, 2020 by Jason Britt, Managing Member of CJB Development, LLC, a Texas limited liability company, on behalf of said company as the Declarant of Wildcat Ridge Homeowners' Association, Inc.

[Signature]
Notary Public



CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Wildcat Ridge Homeowners Association, Inc., and that this November 2020 Amendment And Supplement Adding Phase II To The Amended And Restated In Its Entirety Declaration of Covenants, Conditions And Restrictions For Wildcat Ridge was duly adopted by the Declarant of Wildcat Ridge Homeowners' Association, Inc., CJB Development, LLC on the 30 day of November, 2020, and have not been modified, rescinded or revoked.

Laiken Clayton, Secretary of the Association

[Signature] (Signature)

Dated: November 30, 2020

After filing return to:

Cain & Associates, P.C.
508 N. Ridgeway Drive
Cleburne, Texas 76033