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Pg 384

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

CHAMBERS LANDING PHASE I

STATE OF TEXAS §
COUNTY OF NAVARRO §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHAMBERS LANDING PHASE I is made as of this 9th day of June, 2006.

For the purpose of enhancing and protecting the value, utility, attractiveness and desirability of the land constituting the project, the undersigned hereby declare that all of the real property described in Exhibit A (hereinafter the "Property") and each part thereof and all interests of any kind therein, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto, shall be held, sold, and conveyed only subject to the following easements, authority, assessments, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the Owners thereof.

ARTICLE I.

DEFINITIONS

The following words as used in this Declaration shall have the following meanings:

Section 1. "Association" shall mean and refer to Chambers Landing Homeowners Association, Inc., a Texas nonprofit corporation, and mandatory membership homeowners association acting through and by its Board of Directors.

Section 2. "Declarants" or "Developers" shall mean FrontLine Developers I, Ltd. a Texas limited partnership and its successors and assigns which acquire all of the remaining undeveloped or unsold portions of the project for the purposes of development and sale consistent with and subject to this Declaration. "Declarants" or "Developers" shall not mean other real estate developers or builders, whether holding tracts for investment, speculation, building homes, or otherwise.

Section 3. "tract" or "Lot" shall mean any plot of land or platted lot as shown on the Plat (as defined in Section 13 of Article I below and as may be divided and/or reconstituted in accordance with the provisions of this Declaration).

Section 4. "maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, drainage, irrigation systems, commons and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

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Section 5. "Member" shall mean every person or entity who holds membership in the Association, each purchaser of property in the project automatically becoming a member of the Association upon such purchase and being a member during such ownership.

Section 6. "Mortgagee" shall mean a holder of bona fide mortgage or a beneficiary under or holder of a Deed of Trust.

Section 7. "Mortgage" shall mean a bona fide mortgage, a deed of trust, or a vendor's lien.

Section 8. "Authority" shall mean that authority as created herein and vested in the Association.

Section 9. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 10. "drives" shall mean any common areas reserved for use by Owners for vehicular traffic.

Section 11. "commons" or "common area" shall mean any property reserved for or dedicated to the common use of property Owners as shown on the Plat.

Section 12. "Owners" shall mean the record Owners, including Declarants, whether one or more persons or entities, of fee simple title to any tract which is part of the project, and shall include purchasers under contract for deed, but shall not include those holding title merely as security for performance of an obligation.

Section 13. "Plat" shall mean the plat recorded in Volume 7, Page(s) 351,352,353,354 of the official records of Navarro County.

Section 14. "County" shall mean Navarro County, Texas.

Section 15. "Conversion Date" shall have the meaning set forth in Section 3 of Article VI in this Declaration.

Section 16. "project" shall mean the land herein described in Exhibit A to this Declaration, such additions thereto as may later be brought within the jurisdiction of the Association as hereinafter provided, including, without limitation, if, when and to the extent so added by the Declarants in accordance with the provisions of this Declaration.

## ARTICLE II.

### EASEMENTS, DRIVES, ROADS, AND PRIVATE ROADS

Section 1. Private roads, drives, or access easements for installation and maintenance of utilities, irrigation and drainage, are established by separate instrument or instruments of record or to be placed of record by the Owners of the subject tract in the office of the County Clerk and as hereinafter set forth. Within such easements and private roads, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of service or utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements, or which may interfere with passage along such private road or easements. The easement area of such tract and all improvements therein shall be continuously maintained by the Owners of such tract, except for

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improvements for maintenance of which a public, private, or quasi-public authority or utility company is responsible. The roads are to be maintained by the Association.

Section 2. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to representatives of the Association, to public and quasi-public utility companies, their employees and contractors, and shall also be open and accessible to Declarants, their successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, or under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 3. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owners thereof, to enter any tract or common area at any reasonable time on any day to perform such maintenance within such easement, reservation or right-of-way as may be authorized herein.

Section 4. The private drives or roadways and other common areas as set forth on the Plats and/or by separate instruments indicating that such areas are to be the property of the Association are/shall be owned by the Association for the private use and benefit of the Owners of the tracts within the project as therein prescribed, and under the conditions as therein set forth. No private drives, roadways or common areas as set forth on recorded plats and/or by separate instrument shall be deemed to be dedicated to the general public. The Declarants reserve the right to connect the roads and drives of all future phases of the project or any adjacent land developed by Declarants to the drives shown on the Plat with rights of use being automatically granted to the owners of lots or units in such future phases. The Declarants further reserve the right to grant rights of ingress and egress over the private drives in Chambers Landing to owners in future phases of the project or any adjacent land developed by the Declarants by providing written notification to the Association.

Section 5. The Association in its authority may take unto itself or execute unto any other fresh water supply or other utility entity right of way easements in the form and under the conditions as may at that time be required by said entity as a prerequisite to service of the project with fresh water or other utility; provided, however, that no portion of any tract on which a residence is or may be built shall be encumbered without the written consent of its Owners.

Section 6. The Association in its authority may take unto itself or execute unto others right of way easements in the form and under the conditions as at that time may be required by said entity to distribute to each and every tract herein water for the purposes of irrigation; provided, however, that no portion of any tract on which a residence is or may be built shall be encumbered without the written consent of its Owners..

Section 7. It is understood and agreed that the easements granted herein and to be granted hereafter are reserved as permanent easements for the purpose set forth and are not subject to the time limit applicable to other restrictions.

Section 8. There is hereby reserved and established a utility easement adjacent and parallel to all roadway easements as shown on the Plat.

Section 9. There is hereby reserved and established an easement for purposes of drainage and/or service of utilities as shown on the Plat.

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ARTICLE III.

ARCHITECTURAL AND LANDSCAPE CONTROL

Section 1. No building or other improvements (including homes, garages, decks, porches, boathouses, outbuildings and driving and/or parking surfaces) shall be erected, constructed, placed or, to the extent visible from the street, the waterfront or other Lots, altered, on or contiguous to any tract until the construction plans and specifications and a plan showing, exterior materials to be used, exterior elevations, the location of the structure, and complete plan of septic system showing relation to tract lines and water lines have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Unless written approval of development of a Lot in its natural state has been obtained from the Architectural Control Committee, Lots must be landscaped within one hundred fifty (150) days of occupancy or completion of a residence on the Lot, whichever occurs first; provided, however, that upon written request from Owners which set forth good cause for an extension, which good cause shall include, without limitation, winter months, the Architectural Control Committee may grant reasonable extensions of such time period. The Architectural Control Committee shall have the power to cause removal of any dead or damaged landscaping and, except for natural areas approved as described above, to require the maintenance of any unmowed lawns and to require the correction of any other failure to maintain landscaping in a trimmed and irrigated manner. Approval shall be as provided herein. Minimum standards for initial landscaping of Lots shall be as determined by the Board.

Section 2. The Architectural Control Committee is hereby authorized to decide upon, publish and enforce specific building and/or landscaping standards and to amend same from time to time, all subject to the approval of the Board, and to enforce any building or fire codes, or any rules, restrictions or requirements concerning the construction of buildings or other improvements or landscaping in or related to the project, and/or concerning matters of unsightly appearance or construction or alterations not consistent with an upscale single-family residential community, whether imposed by this Declaration, the Board, the Architectural Control Committee, or by a local, county, state, or other authority having the legal authority to make such requirements. In the event that the Architectural Control Committee unreasonably delays with respect to the enforcement of any of such standards, rules or restrictions described in this Article III the Board shall have the right to effectuate such enforcement.

Section 3. Prior to the Conversion Date as defined in Section 3 of Article VI below, the Developers or its appointee will be the only member of the Architectural Control Committee and will have complete and unilateral authority to perform the functions of the Architectural Control Committee as described herein. After the Conversion Date, the Architectural Control Committee shall be composed of three persons appointed annually by the Board, one of which shall be a member of the Board and a majority of which shall be comprised of persons living in Chambers Landing and/or members of the Board, each to serve for a term of one (1) year. In the event of death, dismissal, or resignation of any member of the committee, the Board shall designate a successor for the remainder of such member's term. Neither the members of the Architectural Control Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Members of the Architectural Control Committee shall be held harmless and indemnified by the Association with respect to their actions taken in their capacity as members of the Architectural Control Committee.

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Section 4. The approval or disapproval of the Architectural Control Committee as required in these covenants shall be in writing, a copy of which shall be promptly delivered by the Architectural Control Committee to the Board, together with copies of all correspondence, plans and other information and requests relevant to such approval or disapproval. In the event the Architectural Control Committee, or its designated representative fail to approve or disapprove within thirty (30) days after all relevant plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. No construction requiring approval under the terms of this Declaration shall be commenced until the later to occur of (i) such plans and specifications having been either approved by or deemed approved by the Architectural Control Committee as provided in this Declaration, and (ii) all fees owed under the terms of this Declaration in connection with such construction and any delinquent amounts owed by the subject Owners having been paid in full. The Architectural Control Committee has the authority to address situations unbecoming to Chambers Landing and its decision shall be final and conclusive, subject only to appeal to the Board, which appeal process shall be determined by the Board.

Section 5. All construction must be completed within three hundred (300) days unless an extension of such time has been granted in writing by the Architectural Control Committee in response to a written request therefore setting forth the reasons for the delay. Starting date is defined as the date forms for foundation are installed and finishing date is defined as when the house is ready for occupancy, electricity and water service is connected and on site and sewer system is inspected and approved by Tarrant Regional Water District. Once commenced, construction will be diligently pursued to completion and may not be left in a partially finished condition for more than forty-five (45) consecutive days without the written approval of the Architectural Control Committee. Buildings destroyed by fire or natural disaster must be demolished, removed or repaired and new construction begun within one hundred (120) days or such longer period as may be approved in writing by the Architectural Control Committee in the exercise of its reasonable discretion. Any Owners who are in violation of this section will be fined two hundred fifty dollars (\$250.00) per day unless a special extension is granted in writing by the Architectural Control Committee. Any fine not paid within thirty (30) days of demand for payment may be enforced by recordation of an affidavit evidencing the lien on the Lot securing same and otherwise as with respect to any other amounts owed to the Association and secured by the lien in favor of the Association as provided in this Declaration. All homes must be site built by a builder approved in writing by the Architectural Control Committee. A copy of the building plans shall be kept by the Architectural Control Committee. A building permit must be obtained from the Association and all applicable permits must be attained from Navarro County Planning and Zoning or other county offices as determined by the County prior to commencement of construction. The Association's building permit will issue upon approval of Owner's plans by the Architectural Control Committee and the payment of (i) a Building Permit fee of three hundred dollars (\$300.00) payable to the Association and (ii) any other amounts then owed to the Association in accordance with the provisions of this Declaration by the Owners applying for the permit, including, without limitation, any water meter fees, delinquent assessments, late charges or expenditures reimbursable to the Association in accordance with the terms of this Declaration. Notwithstanding the designated amount in (i) above with respect to the Building Permit fee, the Board may, from time to time by written notice to all Owners, reasonably adjust the Building Permit fee.

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Section 6. Any variance from any of the restrictions or requirements of this Declaration granted by the Architectural Control Committee shall only be valid if (i) agreed to in writing by all members of the Architectural Control Committee, (ii) memorialized in writing with the reasons for granting same, with a copy delivered to the Board, and kept on file, and (iii) not objected to by the Board within ten (10) days of receipt by the Board of such memorandum.

#### ARTICLE IV.

##### USE RESTRICTIONS

Section 1. TYPE OF BUILDING PERMITTED: All tracts shall be used for single-family residential purposes only and no Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than one person who is not so related. No building or other improvement shall be erected, altered, placed, or permitted to remain on any tract other than one detached single family primary dwelling not to exceed two stories (35 feet from first floor virgin soil) in height (not including any basement areas), one (1) secondary building, and one (1) dock for waterfront Lots. All homes must have a private garage for not less than two (2) automobiles and the garage door openings must face the side or rear tract lines. The interior walls of all garages must be finished (drywalled and painted as a minimum) like other rooms in the building. No garage may be left open to the public street for an extended period of time. No garage will be permitted to be enclosed for living or used for purposes other than storage of vehicles and customary related uses, except that finished living space can be constructed on the second level of a garage. One secondary structure may be constructed provided it contains a minimum of 500 square feet and cannot exceed one thousand two hundred (1,200) square feet of living area. Secondary structures cannot be used as a dwelling, temporarily or permanent, until the primary residence has been completed and are subject to approval from the Architectural Control Committee. No more than one building detached from the primary residence will be permitted on a tract and the detached structure must be built out of similar material as the primary residence. The maximum percentage which may be covered by the footprint of all structures on the tract shall not exceed forty percent (40%) of the total surface area of the tract. All buildings and other improvements must be constructed with all exterior surfaces other than roofs consisting of non-synthetic stucco, glass, brick, brick veneer, hardy plank, stone, stone veneer, masonry, log, or cedar or a combination thereof, in percentages within the parameters specified by the Architectural Control Committee. Exposed standard concrete block, prefabricated metal buildings, or simulated brick will not be allowed but the Architectural Control Committee may approve the use of concrete in connection with the construction of boathouses so long as same is aesthetically acceptable as determined by the Architectural Control Committee. Except for use on window frames and soffits, any other materials may not be used on the exterior of any building, including, without limitation, any vinyl siding, unless specifically approved in writing by the Architectural Control Committee, which approval may be denied or conditioned in its sole discretion. The color of exterior materials will require approval of the Architectural Control Committee. Wood frames will be painted or sealed and stained. Driveways must consist of concrete, stone, brick, or asphalt. Asphalt driveways must be kept in good repair. All homes and garages must be site-built and in no event shall any mobile homes

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(whether temporary or permanent), permanent recreational vehicles for residential use, manufactured housing or above-ground swimming pools be allowed in any portion of Chambers Landing. All roofing materials must be approved by the Architectural Control Committee, including color, texture and quality. No windows, decks or platforms which could unreasonably invade the privacy of existing adjacent dwellings shall be permitted. The Architectural Control Committee shall have the authority, acting in its sole discretion, to grant exceptions in writing to the above and to develop policies and guidelines with respect to implementing the above restrictions, subject only to approval by the Board. All dwellings are subject to the rules, regulations and ordinances, as amended and modified from time to time by the ordinances of Navarro County including but not limited to the Navarro County Lake Planning and Zoning Ordinance.

Section 2. MINIMUM FLOOR AREA: Any residence constructed on a lake-front lot (as described by having at least one property line directly adjoining Richland Chambers Reservoir) must have a floor area of not less than nineteen hundred (1,900) heated square feet for single story homes and two thousand three hundred (2,300) heated square feet for homes which are two stories or one and one-half stories, excluding patios, boathouses, driveways, garages and secondary structures. Any Residences constructed on non-waterfront lots must have a floor area of not less than nineteen hundred (1,900) heated square feet, excluding patios, driveways, garages and secondary structures.

Section 3. SETBACKS: No building, porch, deck or other improvement shall be located on any tract nearer than thirty-five (35) feet to the front tract line. No building, porch, deck or other improvement shall be located nearer than ten (10) feet to the side of tract line. Interior, non-waterfront Lots shall have a street setback line of fifty (50) feet or more except for corner Lots for which setbacks may be less as may be reasonable given the configuration of the Lot. For the purposes of this covenant, eaves shall not be considered as part of the building, provided however, that this shall not be construed to permit any portion of the building on any tract to encroach upon another tract. If two or more tracts, or fractions thereof, are consolidated into a building site in conformity with the provisions of Article IV, Section 4 these building setback provisions shall be applied to such resultant site as if it were on original, platted tract.

Section 4. CONSOLIDATION AND RESUBDIVISION: Consolidation is permitted, but no resubdivision of Lots shall be allowed unless (i) the subdivision is used for simultaneous consolidation of all portions of the subdivided Lot with a contiguous Lot so as to increase the size of such contiguous Lot by the addition of the portion lost from the Lot being subdivided, or (ii) all Lots resulting from such resubdivision contain at least one (1) acre of land. After consolidation, any resulting Lot shall be considered one (1) Lot for all purposes of this Declaration, including, without limitation, voting rights and payment of assessments. Similarly, any resubdivision of a Lot in accordance with the provisions of this Section shall result in each of the Lots existing after such permitted resubdivision being treated individually for all purposes of this Declaration, including, without limitation, voting rights and payment of assessments. In no event may any Lot be subdivided in a manner which results in a remaining Lot of less than one (1) acre in size.

Section 5. COMMONS: It is herein stipulated that the designated common areas may be used for any purposes required or deemed by the Association advantageous to the Owners in the project, such purpose to include but not limited to the installation of any or all utilities, and dedication may be made upon a plat thereof or by separate instrument in writing and

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such dedication may be made at the discretion of the Association at any time, present or future, or the Association may allow the installation of any main or service extensions in said commons by letter or formal agreement with the utility company. Any such installations made will be considered approved if the Association has not ordered such installation halted prior to completion thereof. There is hereby created an affirmative, non-exclusive easement in favor of Developers for ingress and egress over all of the common area and for all purposes consistent with development and maintenance of the project. Use of the common areas (including roadways) shall be limited to Developers and Members, their families, tenants, employees, contractors and invitees and shall be perpetual and deemed appurtenant to each Lot. Except with respect to signs or additions or modifications to the boat ramp or community dock which may be erected or performed by Developers or the Association, no construction, demolition or material alteration, other than landscaping or necessary repair or replacement, in, on or of the common area or any portion thereof shall be commenced or made by any party regardless of the ownership of the common area or any portion thereof after the Conversion Date as defined in Section 3 of Article VI, without the prior written approval of the Members having a two-thirds (majority of the outstanding votes of the Association). The common area shall not be encumbered as security for any indebtedness or acquired in any manner by any creditor of the Association or of any Member, acting as a creditor for satisfaction of an obligation. No exploration for or production of oil, gas or minerals shall be permitted on any portion of the common area. No sale or transfer of any portion of the common area, whether by the Association or any future owners of the common area, whether by contract, foreclosure, operation of law or otherwise, shall be effective to convey any equitable or legal title to the common area or any portion thereof unless such sale or transfer has been previously consented to in writing by the Members having a two-thirds (2/3rds) majority of the outstanding votes of the Association and all holders of any first deeds of trust placed upon any Lots. No fees or other amounts may be charged by any party, excluding the use of the community dock, for access to, on, over or across any of the common area, regardless of the ownership of the common area. Declarants reserve the right to construct a dock or add onto the dock on the common area shown on the Plat and to license directly or via the Association any portion of its use to individual Owners of tracts in Chambers Landing or to all of the Owners of Chambers Landing at its sole discretion. Such licensure will be evidenced in writing from the Declarants to the Association with terms contained therein. The dock permit is to be issued to the Association which shall be responsible for maintenance of the dock and keeping the dock permit in good standing with Tarrant County Water Control District or other relevant governing authority including payment of all necessary fees. Declarants further reserve the right to make the common area and dock available for use by the owners of tracts or units in any future phases of the project or any adjacent land developed by Declarants by written notification to the Association.

Section 6. NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED: No noxious, unsightly, or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood; provided, that the foregoing shall not be interpreted to apply to normal construction activities. No hunting or discharging of firearms is permitted other than for normal personal or property protection. No strobe lights or lights of excessive wattage will be used on any tracts or any boathouses owned by any Owners. No dogs shall be allowed to roam free or to disturb neighbors with excessive barking. All dogs shall be kept in a fenced area approved by the Architectural Control Committee or shall be on a leash at all times. No Owners shall cause or allow his or her tract to

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be used in any manner which would create excessive noise or offensive odors so as to disturb other Owners and no Lot maintenance, landscaping activities shall be commenced prior to 8:00 a.m.

Section 7. **OUTBUILDINGS:** No structure of any temporary character, or out building shall be used on any tract at any time as a residence, either temporarily or permanently. No outbuilding shall be permitted unless of the same quality as required of homes by the provisions of this Declaration and shall be subject to approval by the Architectural Control Committee. Notwithstanding the above, temporary storage buildings or containers such as "RubberMaid" containers may be used with written approval of the Architectural Control Committee. Any approved container must be screened from general view by appropriate landscape bushes.

Section 8. **SIGNS:** No signs of any character shall be allowed on any tract except as follows: (a) Owners (including Developers and builders) may display one (1) Approved Sale Sign (as hereinafter defined) to advertise an improved or unimproved Lot for sale; provided, however, that Owners (including Developers and builders) may advertise waterfront Lots with an additional Approved Sale Sign readable from the water, (b) Developers and any other person or entity engaged in the construction and sale of residences within the project shall have the right, during construction and sales period, to construct and maintain such facilities as may be necessary for such construction and sale, including, but not limited to, signs as described above in (a), offices, storage areas, and model units, and (c) Developers may construct signs in the common areas to facilitate general directions and the sale of inventory Lots. As used herein, "Approved Sale Sign" shall mean a standardized sign advertising the property for sale which has been approved by the Architectural Control Committee.

Section 9. **MINERAL DEVELOPMENT PROHIBITED:** No oil or gas well drilling, oil development operations, oil or gas refining, quarrying, or mining operations of any kind shall be permitted on any tract, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted on any tract. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any portion of the project.

Section 10. **RUBBISH, TRASH AND GARBAGE:** No tract shall be used or maintained as a dumping ground for rubbish or junk and no garbage or other waste shall be kept except in sanitary containers shielded from view. Owners of waterfront tracts shall keep the shoreline of their tract free of trash and debris. All ashes and debris remaining from burning of trees or vegetation shall be disposed of and shall not be allowed to remain in an unsightly condition. Owners shall not place dredged soil, inoperative appliances or furniture, inoperative or discarded equipment, rock or excessive accumulations of dirt on any Lot. Trash shall be placed in designated locations and containers as may be established from time to time by the Board. No incinerators or unsightly objects shall be allowed to be placed or remain anywhere on a Lot which is visible from the street, the waterfront or another Lot.

Section 11. **ANIMALS:** No livestock, poultry, swine, pigs, goats, or large animals shall be kept in Chambers Landing. No animals shall be kept, bred or raised for commercial purposes. Pets shall be controlled and shall not be kept in excessive numbers ("excessive" to be defined by the Board). Owners shall not allow dogs to engage in excessive barking and will take the necessary steps to avoid continued disturbance of other Owners by their pets.

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Section 12. **FENCES, WALLS, HEDGES:** All fences, walls and hedges must be approved by the Architectural Control Committee prior to their erection.

Section 13. **SHRUBS AND TREES:** No shrub or tree planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be planted or permitted to remain on any corner tract within the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb lines at points twenty-five (25) feet from their intersections or, in the case of a rounded corner, from the intersection of the curb line extended. The same sight line limitations shall apply on any tract within ten (10) feet of the intersection unless the foliage line is maintained at a height of more than six (6) feet above the ground level.

Section 14. **RVs, BOATS, TRUCKS, BUSES, AND TRAILERS:** No boat, truck (excluding pickup trucks), bus, trailer or other vehicle shall be left parked overnight on the street in front of any tract except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat or trailer shall be parked on the driveway or any portion of the tract in such manner as to be visible from the street for longer than forty-eight (48) hours. Except within the confines of an enclosed garage, no vehicle shall be repaired or rebuilt anywhere in the project, including on any Lot or upon the streets of the project. The Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the Owners thereof in any manner consistent with law. Recreational vehicles (RV's) may be used as a temporary residence on any tract for no longer than seven (7) consecutive days and no longer than fourteen (14) total days out of a thirty (30) day period. RV's may be stored on site after completion of a primary residence only if through landscaping and other approved methods such vehicles are substantially out of view from the street and neighboring lots.

Section 15. **OTHER PROHIBITED ACTIVITIES:** No business or commercial activity to which the general public is invited shall be conducted on any tract or from any boathouse. No laundry shall be hung outdoors. No activities inconsistent with home ownership in an upscale residential area shall be conducted and no unsightly items shall be stored or maintained on any tract or any boathouse owned by any Owners which would be visible from the street, any other home or the waterfront, including, without limitation, any inoperative automobiles, trucks, boats or other vehicles, appliances, mattresses, couches or other indoor furniture being used outdoors, any junk, trash, garbage, basketball equipment in disrepair, discarded construction materials (except during construction or renovation), rusted or inoperative grills or other items in disrepair. Owners shall not lease any portion of any Lot or improvement on any Lot for a lease term of less than one (1) year or allow other transient uses. The Board will have the authority to allow the leasing of homes for periods of less than one (1) year terms and establish the rules and regulations associated therewith.

Section 16. **TANKS:** All propane tanks shall be buried in all portions of Chambers Landing. Except for buried propane tanks, no storage tanks for fuel or other substances shall be allowed on any Lot. If for some reason, a tank cannot be buried, it must be blocked from the view of the street and adjacent lots with landscaping and/or other methods as approved by the Architectural Control Committee.

Section 17. **ROAD LOAD LIMITS AND DAMAGE:** Except in connection with Developers' construction of roadways or other infrastructure, trucks with loads exceeding 10,000

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lbs. are not allowed on Chambers Landing roads after 10:00 a.m. between April and September. Owners of tracts in violation will be subject to a fine of \$500.00 per truck load. The Board may, from time to time, modify the rules regarding road usage as may be appropriate for a change in the circumstances in Chambers Landing without the necessity of amending this Declaration. Further, Owners are liable for any damage they or anyone performing work on their behalf cause to the roads and any other improvements in the project. If Owners do not repair such damage within 30 days from written notice by the Association, the Association may have the repair completed and charge the Owners the cost plus 15% which will be due and payable upon receipt which assessment shall be secured by the lien in this Declaration.

Section 18. UTILITY CONNECTIONS: All residences constructed upon the tracts herein described shall be connected with proper water, electrical, and propane services, at the expense of the Owners of said tract and all residences shall have suitable, workable septic tank system as specified by the project engineers and to be approved by the Architectural Control Committee, the County Health Agent or Tarrant County Water Control District at the expense of the Owners. All electric and other utility lines shall be buried.

Section 19. VISUAL SCREENING: Owners shall keep visually screened from view from neighbors and from the street side and waterfront of his or her tract, any trash receptacles, transformers, air conditioning condensers and compressors and other major equipment, pool equipment, solar panels and antennas other than satellite dishes. No satellite dishes in excess of 18" in diameter shall be allowed and all satellite dishes shall, to the extent possible, be placed at a location so as not to be visible from any other tract, the street side of the tract or from the waterfront. The Architectural Control Committee shall have the authority, acting in its sole discretion, to specify the location of satellite dishes, antennas and aerials, to grant exceptions in writing to the above and to develop policies and guidelines with respect to implementing the above restrictions, subject only to approval by the Board.

Section 20. CONSTRUCTION SITE AND MATERIALS. Each construction site shall have a container for building debris and a construction field toilet which are to remain on the site for the entire construction period. The container for debris must be large enough to contain all building trash on the building site, but in no event less than 15 cubic yards in volume. During the period that a site and/or building is under construction, the following minimum measures will be required to minimize disturbance to adjacent property.

- (a) The beds of all trucks hauling dirt or trash must be covered.
- (b) The construction site shall be cleaned on a daily basis. Construction debris shall not be allowed to accumulate or be stored on any construction site. No dumping of construction materials, waste or trash shall occur in the project.
- (c) Subcontractors and others shall not play radios or other devices at unreasonably high decibel levels in the sole judgment of the Developers and/or Association.

Section 21. CULVERTS. Prior to commencement of any site work or other construction, a culvert approved by the Architectural Control Committee as to adequate diameter and width (but in no event less than twenty (20) feet wide) shall be placed at the road entrance to each Lot, unless waived in writing by the Architectural Control Committee. Waiver of this Section may be granted provided topography and drainage conditions warrant a waiver in the

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judgment of the Architectural Control Committee. All costs and expenses associated with any damage to any roadway or surrounding property caused by failure to comply with the provisions of this Section shall be the sole responsibility of and shall be paid for by the Owners of the Lot in violation of this Section. The Association shall have the option to (i) require such Owners to repair such damage and cause the subject culvert to conform to the requirements of the Architectural Control Committee, or (ii) perform such repair and reconstruction work and assess the Owners for such costs and expenses, which assessment shall be secured by the lien in this Declaration.

Section 22. DOCKS. Any docks owned by Owners and all portions thereof (including, without limitation, gangplanks, walkways, railings and lights) and all easement areas in favor of the Tarrant County Water Control District ("TCWCD") are subject to the provisions of this Declaration and must comply in all respects with (i) rules, restrictions and standards promulgated by the TCWCD, and (ii) the provisions of this Declaration, including, without limitation, approval of the Architectural Control Committee with respect to suitability for an upscale residential waterfront community. Plans and specifications must be submitted to the Architectural Control Committee for approval at such time as same are submitted to the TCWCD and if any changes are made subsequent to such initial submission, again at such time as such plans and specifications have been finalized and approved by the TCWCD. The Architectural Control Committee may promulgate rules and standards for the appearance of boathouses and docks as it may deem appropriate, including, without limitation, roofing materials and items affixed.

Section 23. RULES AND REGULATIONS: The Board shall be empowered to adopt, amend, repeal and enforce such rules and regulations, as it deems reasonable and appropriate, governing the use and or occupancy of any part of Chambers Landing and to establish a system of fines and penalties enforceable as special assessments; provided, however, that the rules and regulations shall not be inconsistent with this Declaration. A copy of such rules and regulations, as they may from time to time be adopted, amended or repealed shall be mailed or delivered to the Owners promptly after such action is taken and shall be available at the principal office of the Association. The rules and regulations described in this Section shall have the same force and effect as if set forth in and constituting a part of this Declaration, and shall be binding on the Owners, tenants and other occupants and all other persons having any interest in or making any use of the project, whether or not actually received thereby. Such rules and regulations to be made and enforced by the Board will include, but not be limited to, rules concerning guest privileges to commons, recreation facilities, if any, speed limits on streets, type of vehicles on streets and other commons, control of noise, and use of irrigation water and channels or canals, and regulation of unsightly storage or clutter visible from the street or waterfront. Any Owners who lease their Lot shall be responsible for insuring compliance by his lessee with all of the rules and regulations of the Association, as well as all of the provisions of this Declaration, all as amended and/or supplemented from time to time, and such Owners shall be jointly and severally responsible for any violations thereof by any lessee.

Section 24. DELEGATION OF USE OF FACILITIES: Any Owners may delegate the right of enjoyment to the common areas and facilities to the members of his family, his or her tenants (subject to the provisions of this Article IV or contract purchasers who reside on the tract) or their invitees.

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Section 25. BUSINESS USE. No business, trade, garage sale, moving sale, rummage sale, or similar activity may be conducted in or from any Lot other than a business activity which (a) is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) conforms to all other requirements for Chambers Landing; (c) does not involve regular visitation of the Lot by clients, customers, suppliers, delivery personnel or other business invitees or door-to-door solicitation of residents of the project; (d) is consistent with the single family residential character of Chambers Landing, and (e) does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Chambers Landing, all as may be determined in the sole discretion of the Board.

The terms "business" and "trade" as used in this Section shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

Notwithstanding the above, (a) the leasing of a Lot shall not be considered a business or trade within the meaning of this Section, and (b) this Section shall not apply to (i) any activity conducted by the Developers or a builder approved by the Developers with respect to its development and sale of the project (excluding the operation of a timeshare or similar program, which is expressly prohibited), or (ii) any garage, moving or yard sale which does not continue for more than two (2) consecutive days and is not conducted more than one (1) time in any calendar year.

Section 26. VEHICLE PARKING. No vehicles will be parked overnight on any street or, with respect to improved Lots, overnight on any grass or yard areas not improved as driveways or parking areas.

ARTICLE V.

OWNERS AND ASSOCIATIONS OBLIGATION TO REPAIR AND MAINTAIN

Section 1. EXTERIOR MAINTENANCE OF BUILDINGS: Owners shall, at their sole cost and expense, repair and maintain their residence, driveway and parking areas, boathouse, and other buildings on and/or, in the case of boathouses and swim decks, adjoining his Lot, keeping the same (i) in a condition comparable to the condition of such building at the time of its initial construction, excepting only normal wear and tear, and (ii) otherwise in compliance with the provisions of this Declaration. In the event the Owners of any such building should allow such building to fall into disrepair and become in need of paint, repair, or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association will give such Owners written notice of such conditions. Thirty (30) days after notice of such condition, the Association may enter upon said premises to do or cause to be done any work necessary to correct said situation. The Owners of such building shall be billed for cost plus fifteen percent (15%). All monies so owed the Association will constitute an assessment against such property, secured by the lien created by this Declaration.

Section 2. MAINTENANCE OF TRACTS: Subject to the last sentence of this Section, Owners of a tract or tracts in the project will be required to keep such property free of

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underbrush, weeds, tall grass, or any other unsightly or offensive growth or accumulation of trash, garbage, or unsightly deposits of any nature or kind from the date of purchase of said tract. This requirement is effective as to improved and unimproved tracts. Fifteen (15) days after notice to Owners of a violation existing, the Association or its employees will have the right and authority to enter upon said premises and correct such violation. The Association will charge said Owners a reasonable fee for such work accomplished and bill said Owners for said fee plus a reasonable service charge per month, for each instance, until Owners pays the Association in full as billed. All monies so owed the Association will become an assessment against the property, secured by the lien of this Declaration. The provisions of this Section shall not apply to (i) any unsold Lots owned by Developers, or (ii) any portion of a Lot improved with a residence with respect to which the Owners purposely intend to maintain same in its natural state and have received written approval of the Architectural Control Committee to do so, within any parameters which the Architectural Control Committee may require.

Section 3. MAINTENANCE OF COMMON AREAS, ENTRANCE, LANDSCAPING, STREETS, AND COMMON AMENITIES: The Association is responsible for the maintenance and upkeep of all common areas, common docks, entrances, landscaping, streets and common amenities with monies collected via Article VII below and keep such areas in a safe, attractive and desirable conditions for the use and enjoyment of the Owners.

#### ARTICLE VI.

##### MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS; AMENITIES

Section 1. MEMBERSHIP: Owners of a tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a tract. No Owners, whether one (1) or more persons, shall have more than one (1) membership per tract. It is permissible for a Lot to be owned by multiple owners and other legal entities. In the event that a tract is owned by more than one (1) person, all co-Owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in Section 3 of this Article VI. The membership rights and privileges of Owners who are natural persons may be exercised by the Owners or the Owner's spouse, as they may agree. The membership rights and privileges of an Owners which is a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owners in a written instrument provided to the Secretary of the Association.

Section 2. AMENITIES: As of the Effective Date the amenities in Chambers Landing will consist of a common area as shown on the Plat. The rules and regulations governing use of these amenities will be determined by the Board and communicated to the Owners in writing.

Section 3. VOTING RIGHTS: Prior to the Conversion Date (hereinafter defined), Owners other than Developers shall be a "Class A Member" and Developers shall be a "Class B Member", with each Class A Member having one vote for each Lot owned and the Class B Member having a number of votes which is equal to all of the votes of the Class A Members combined plus one (1) additional vote. On and after the Conversion Date, the distinction between the Class A Members and the Class B Member shall be immediately and automatically eliminated without further action by any party and all Owners (including Developers) shall have

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one (1) vote for each Lot owned. As used herein the "Conversion Date" shall mean the later of December 31, 2008 or the date on which the Developers have transferred ninety five-percent (95%) of all the tracts in Chambers Landing to third parties, except that at any time prior to the above, the Developers may deliver written notice to the Owners or the Association setting an earlier Conversion Date.

In any situation where a member is entitled to personally exercise the vote for his or her Lot and there is more than one (1) Owners of such Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to exercising any such vote. In the absence of such written advice, the vote for the Lot shall be suspended if more than one (1) person seeks to exercise such vote. In no event shall more than one (1) vote be cast with respect to any tract owned by such members.

Section 4. **ELECTION OF DIRECTORS:** The members of the Association shall meet once per year for the purpose of electing members of the Board of Directors as set forth in the Bylaws of the Association. Such Board of Directors shall have the full powers and duties as may be reasonably necessary to carry out the purposes and duties of the Association as provided herein. Prior to the Conversion Date as defined in Section 3 of this Article VI above, the Developers or its appointee(s) will be the sole member(s) of the Board of Directors and will have complete authority to unilaterally perform all of its duties as described herein and in accordance with the By-laws of the Association.

#### ARTICLE VII. ASSESSMENTS

Section 1. The undersigned hereby covenant for each tract within the project, and Owners of a tract are hereby deemed to covenant by acceptance of their contract or deed for such tract, whether or not it shall be so expressed in their contract or deed, to pay to the Association (1) annual assessments, initially fixed as of the Effective Date of this Declaration to be Four Hundred and No/100 Dollars (\$400.00) per year, as may be adjusted by the Board effective each January 1 for the following year; provided, however, that the Board may not increase the annual assessment by more than ten percent (10%) in any twelve-month period without the written approval of fifty-one percent (51%) of all Owners, and (2) special assessments as provided in Section 3 of this Article VII below. The annual assessment for Lots owned by the Developers will be Two Hundred and No/100 Dollars (\$200.00) per year until the Conversion Date at which time all Lots, regardless of ownership, will be assessed at the same rate. Special assessments will be established and collected by the Board as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the tract at the time the assessment fell due, and such personal obligation shall pass to the successors in title of such person or person, whether or not expressly assumed by them, without releasing the prior Owners, so that both parties shall be jointly and severally liable for such amounts and such amounts shall continue to be secured by the lien of this Declaration.

Section 2. The annual assessments levied by the Board of the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents of the project, and for the construction, improvement and maintenance of the drainage, irrigation systems, or community facilities and private or county roadway easements within the project. No

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assessments of any kind shall be assessed with respect to any property which is not within the project.

Section 3. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only as necessary to defray in whole or in part, the cost of any construction, reconstruction, repair, or replacement or capital improvement to the project, amenities, or any previously dedicated private roadway, or county roadway within the project, which cost could not otherwise be paid from Association funds set aside for such purposes or related purposes. Any special assessment shall be in an equal amount applicable to all tracts in the project and shall be assessed by written notice to the Owners, payable ninety (90) days after the giving of such notice; provided, however, that special assessments in excess of Five Hundred Dollars (\$500.00) per Lot must be first approved by fifty-one percent (51%) of all Owners.

Section 4. No later than January 28 of each year, the Association's Board of Directors shall fix the annual assessment in an equal amount against each tract for the next calendar year and shall send to Owners notice of such assessment amount, together with the budget for the calendar year and a comprehensive financial report for the prior calendar year, detailing all receipts and expenditures of the Association. Assessments shall be made payable annually in advance. Notice of the annual assessments shall be sent to all Owners subject thereto. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific tract has been paid, and may, at any time, cause to be recorded in the office of the County Clerk of the County, an affidavit evidencing the amount of any delinquent assessments with respect to any tract to evidence the amount of the self-executing lien on said tract created by this Declaration and securing said unpaid amounts.

Section 5. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest legal rate per annum. The Association, acting through its Board of Directors, may bring an action at law against the Owners personally obligated to pay the same for such assessment and all related costs, and/or may foreclose the lien against the property to which such delinquent assessments apply. No Owners may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area, community facilities, roadway easements, or abandonment of the subject tract. If a Lot is owned by more than one person or entity, all Owners shall be jointly and severally liable for any assessments.

Section 6. The lien created by this Declaration shall be self-executing, without the necessity of the execution, delivery or recordation of any further notice or documentation and shall be subordinate to the lien of any first or second priority Mortgage. A sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to a mortgage foreclosure or any proceeding approved by the Board in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the Owners thereof from personal liability for the subject delinquent amounts or relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Any expenses of suit brought by the Association herein and any expenses of defense of any suit brought against the Association, its officers, or directors, in regard to the

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functions thereof in the administration of enforcement of these covenants shall be borne by the Association and the Association shall have and hold any rights of recovery of such fees.

Section 8. The Owners in the project agree that should suit be brought by Declarants and/or the Association to enforce performance of the covenants, the suing party will be and is entitled to judgment for damages and all costs of suit, including but not limited to expert witnesses, attorneys, appraisers, surveyors, and court costs, should the action prevail. The amount of any such judgment obtained for damages or cost shall automatically become self-executing without the necessity of the execution, delivery or recordation of any further notice or documentation and shall be a lien against defendant's property in the project.

Section 9. It is specifically stipulated that Developers are exempt from assessments of any nature, form, or amount on all land or inventory held herein for sale and/or future development.

Section 10. Should Developers foreclose on or repossess any property sold under deed for contract or on which Developers retained a Mortgage or a vendor's lien, such property will revert to status of inventory free of the obligation of any accrued and unpaid assessments or costs and/or liens thereon. Any such liens of record will be released by the appropriate officer or officers upon presentation of release thereto by Developers. Upon failure of such action by the Association, or in lieu thereof, Developers may file a release executed on and by its own behalf which will be conclusive evidence to all persons that such lien is thereby released unless the Association acting within its authority files a proper court action to invalidate said release within thirty (30) days after recordation.

#### ARTICLE VIII.

#### ADDITIONAL PROVISIONS REGARDING ASSESSMENTS AND LIEN SECURING SAME

Section 1. FACILITIES: Each interested party or purchaser of a tract or parcel of ground in the project is hereby made aware of the fact that some or all streets in the project are dedicated or will be dedicated to the use of the Owners and are not dedicated to the County, any municipal body or public authority, nor to the public. Such purchaser or other interested party is hereby given notice that the maintenance of such streets dedicated to the use of the Owners and other designated areas and facilities, called common areas, and the payment for security guards and patrols, if any, garbage pick-up and other conveniences deemed necessary and requisite to the pleasure, comfort, security and enjoyment of the Owners, will be provided for through the annual assessment or special assessments, as the case may be, to be levied against each and every tract equally by the Board.

Section 2. AUTHORITY: The undersigned and each purchaser of a tract in the project hereby agree that the Association, acting through the Board, has the authority to levy and collect all assessments as provided for herein and to administer all funds and attend to the management and maintenance of all common areas.

Section 3. HANDLING OF ASSESSED FUNDS: It is specified herein that all assessments and other funds received or collected by the Association will be kept in a special bank account or savings account to be used only for the purposes as herein stated, and an itemized account of all receipts and disbursements will be mailed to all Owners, together with an annual budget and annual financial report, as provided in Article VII, Section 4.

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If at any time the Owners of fifty-one percent (51%) or more of the tracts desire that the fund so established and the books and records pertaining thereto be audited, then said Owners may, by affixing their signatures to a petition cause such audit to be made. Such petition will cite the account by its proper identification and shall stipulate the name of a Certified Public Accountant who shall make such audit and the date that such records shall be made available to said Accountant. The Association will then be compelled to make such records available to the named Certified Public Accountant, in the offices of the Association or other place at the discretion of Association and will be authorized to pay to such Accountant, reasonable accounting fees for said audit from the funds of the account so audited.

Section 4. **COLLECTION OF ASSESSMENTS:** The Association will have the sole responsibility and authority to collect all assessments. Such assessments will be levied on an annual basis. The Association will have the power to add to such assessments appropriate and reasonable penalties against said Owners for delinquency in payment of assessments as well as the other remedies set forth herein.

Section 5. **DELINQUENT ASSESSMENTS:** Any Owners being thirty (30) days delinquent in the payment of any assessment shall owe a late charge in the amount of \$25.00 for each delinquent assessment for each month that such assessment remains delinquent and may have filed against his property an affidavit evidencing the amount of the delinquencies and the lien securing such assessment, plus any penalties and costs. Such lien shall remain in effect until all past due assessments, penalties and costs have been paid or satisfied as otherwise set forth herein.

Section 6. **RESERVATION AND ENFORCEMENT OF LIENS:** The Association does hereby reserve unto itself, establish and impose, a lien, securing each assessment imposed or to be imposed under the terms of this Declaration, or in any way provided for herein, together with any costs, interest, fines, penalties, collection costs, reimbursements and any other amounts owed by the Owners of a tract pursuant to the terms of this Declaration, said lien being imposed hereby without the need for any further documentation, notice or action, against all the property at any time covered in this instrument, subject only to any limitations and/or provisions in this Declaration. The lien created by this Declaration as described above shall be deemed to constitute a portion of the purchase price of and consideration for the acquisition of each tract and is hereby granted with a power of sale in favor of the Trustee (hereinafter defined) for the benefit of the Association. The Association may give written notification to the holders of any Mortgages on any tracts with respect to any amounts secured by the lien described herein which become delinquent and remain delinquent for thirty (30) days after notification by the Association to the Owners of such delinquency. Upon written request by any Owners and the furnishing by the Owners to the Association of the correct name and address of the holder of the Mortgage on his or her tract, the Association shall give notice to such Mortgagee of any delinquencies in payment. The undersigned hereby convey to and appoint Dwain Lindley as the trustee (the "Trustee") with respect to the lien created by this Declaration, which lien may be foreclosed by Trustee acting at the direction of the Board on behalf of the Association, either by judicial foreclosure or nonjudicially by public sale in the same manner as if a Deed of Trust had been granted by the Owners of the subject tract to Trustee to secure the amounts secured by the lien of this Declaration. Trustee shall act at the direction of the Board with respect to enforcing the lien as to any delinquent amounts secured thereby. If Trustee is unable or refuses to continue to serve as Trustee or if the Board, for any reason, wishes to replace Trustee, the Board may, by

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executing and recording a document in the appropriate real property records of Navarro County, Texas, remove Trustee and appoint a substitute Trustee without further action, and upon such substitution, the substitute Trustee shall have all of the rights, titles, interests and powers of the Trustee being replaced, without the need for any conveyance. At the direction of the Board, Trustee shall sell the subject tract under the private power of sale granted by this Declaration, at public auction in accordance with the notice and sale requirements of the State of Texas in effect at such time, and at any such sale, the Association, acting through the Board, may credit bid all or any portion of the delinquent amounts secured by the lien and may become the successful bidder and purchaser at the foreclosure sale. Such sale shall be for cash (except for any such credit bid by the Association) and the highest bidder shall receive a conveyance with general warranty binding the Owners of such tract and his or her heirs, legal and personal representatives, successors and assigns, as if such party had executed and delivered said conveyance. Out of the proceeds arising from such sale, Trustee shall pay first all expenses in connection with the sale (including a reasonable Trustee's fee) and then pay to the Association the full amount of all principal, interest, attorney's fees and expenses, fines, reimbursement amounts and other charges due and unpaid by the party owning the tract immediately prior to foreclosure, and all other indebtedness secured by such lien, rendering the balance of the sale price, if any, to such Owners. The recitals in the conveyance to the purchaser at foreclosure shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to such sale and the advertisement thereof shall be presumed to have been performed and conveyance shall be conclusive against such party, its heirs, legal and personal representatives, successors and assigns.

Section 7. CONCERNING THE TRUSTEE.

(a) Trustee shall not be required to take any action toward the execution and enforcement of the trust hereby created or to institute, appear in, or defend any action, suit, or other proceeding in connection therewith where, in Trustee's opinion, such action would be likely to involve Trustee in expense or liability, unless requested so to do by a written instrument signed by the Board and, if Trustee so requests, unless Trustee is tendered security and indemnity satisfactory to Trustee against any and all cost, expense, and liability arising therefrom. Trustee shall not be responsible for the sufficiency of the lien and security interest purported to be created hereby, and Trustee makes no representation in respect thereof or in respect of the rights, remedies, and recourses of Association.

(b) Trustee shall have the right to take any and all of the following actions:

(i) to select, employ, and advise with counsel (who may be, but need not be, counsel for the Association) upon any matters arising hereunder, including the interpretation of this Declaration, and shall be fully protected in relying as to legal matters on the advice of counsel, (ii) to execute any of the trusts and powers hereof and to perform any duty hereunder either directly or through his agents or attorneys, (iii) to select and employ, in and about the execution of his duties hereunder, suitable accountants, engineers and other experts, agents and attorneys-in-fact, either corporate or individual, not regularly in the employ of Trustee, and Trustee shall not be answerable for any act, default, negligence, or misconduct of any such accountant, engineer or other expert, agent or attorney-in-fact, if selected with reasonable care, or for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence or bad faith, and (iv) any and all other lawful action as the Board may instruct Trustee to take to protect or enforce the Association's rights hereunder. Trustee shall not be personally liable in case of entry by Trustee,

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or anyone entering by virtue of the powers herein granted to Trustee, upon any subject property for debts contracted for or liability or damages incurred in the management or operation thereof. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered. The Association shall indemnify Trustee with respect to his actions hereunder except for any gross negligence or willful misconduct and will, from time to time, reimburse Trustee for, and save Trustee harmless from and against, any and all liability and expenses which may be incurred by Trustee in the performance of Trustee's duties.

(c) All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable law) and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

(d) Should any deed, conveyance, or instrument of any nature be required from defaulting Owners by Trustee or substitute Trustee to more fully and certainly vest in and confirm to any Trustee or substitute Trustee such estates, rights, powers, and duties, then, upon request by Trustee or such substitute Trustee, any and all such deeds, conveyances and instruments shall be made, executed, acknowledged, and delivered and shall be caused to be recorded and/or filed by said defaulting Owners.

Section 8. SUBORDINATION TO MORTGAGE: Each and every assessment and lien, together with any cost, penalties or interest, established, reserved or imposed under this instrument and the Association shall be subordinate to any valid bona fide Mortgage (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any Owners covered by this instrument. Any subsequent Owners of any property so covered, purchased at foreclosure, shall be bound by restrictions, conditions, covenants, reservations, assessments, liens and other provisions set out in his instrument, not including, however, any assessment or lien arising prior to the foreclosure sale.

## ARTICLE IX.

### LAW ENFORCEMENT AND STREETS

Section 1. TRAFFIC LAW: Notwithstanding the fact that all or some roads and streets in the project are or may be dedicated not unto the public, but only to the Owners, it is hereby stipulated that the Commissioners Court will have the full authority to establish speed limits or other traffic laws and rules, and penalties for violation thereof upon the streets of the project, and the law enforcement officers of the County or of the State of Texas or any other official body having such authority, may enter upon the project to enforce the speed limits as set by the County Commissioners Court or other entity or authority, just as though said roadways were public.

Section 2. PUBLIC LAW: Notwithstanding the fact that commons in the project are private and dedicated only unto the Owners within the project, it is hereby stipulated that any law enforcement officer, County, State or Federal is hereby authorized to enter upon the premises of

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the project for all purposes just as though the project commons were dedicated unto the public, and every law enforcement officer will have the same rights, privileges and duties within the boundaries of the project as he would in any subdivision whereby the streets and other commons and facilities were dedicated to the public.

Section 3. DEDICATION BY DEVELOPERS TO USE BY OWNERS. By the recordation of the Plat containing such described roadways or streets, the Developers shall transfer, convey and dedicate to the use of the Owners and their invitees all rights, title, interest and ownership, as well as all future maintenance and repair obligations, with respect to any drive, roadway or street constructed in Chambers Landing.

#### ARTICLE X.

#### GENERAL PROVISIONS

Section 1. ENFORCEMENT; NO WAIVER: Developers, the Board, the Architectural Control Committee, or any Owners shall have the right to enforce, by any proceeding at law or in equity or, to the extent enforced by the Association acting through the Board and not prohibited by law, self-help, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or the rules of the Association and the Association, acting through the Board, may correct such violation at the expense of the Owners of such Lot. All such expenses and fines relating thereto as may be imposed pursuant to this Declaration or the rules of the Association shall constitute a special assessment, secured by the lien of this Declaration upon such Lot and enforceable in accordance with the provisions of this Declaration. All remedies described in this Declaration and all other rights and remedies available at law or equity shall be available in the event of any breach of any of the provisions of this Declaration. Failure to enforce any covenant, or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter, and any waiver with respect to any of the matters which are the subject of this Declaration must be expressed and delivered in writing to be effective, shall only apply to the specific matter described in said writing and shall not apply to the same or similar matters in the future.

Section 2. SEVERABILITY: If any clause or provision of this Declaration is held to be illegal, invalid or unenforceable under any law applicable to the terms hereof, then the remainder of this Declaration shall not be affected thereby, and in lieu of each such clause or provision of this Declaration that is held to be illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision as the context thereof would reasonably suggest, so as to thereafter to be legal, valid and enforceable.

Section 3. AMENDMENTS; ADDITIONS OF PROPERTY: Except as otherwise expressly provided for in other sections of this Declaration, the covenants, restrictions and other provisions of this Declaration may be unilaterally amended by the Developers prior to the Conversion Date by an instrument in writing duly signed, acknowledged and filed for record. After the Conversion Date this Declaration may be amended only by duly recording in the real property records of Navarro County, Texas, an instrument executed and acknowledged as approved by the Board, if one so exists, and by not less than seventy-five percent (75%) of the votes of all Owners. Developers shall have the right to add contiguous real property ("Additional Land") to the project by delivering written notice of such to the Board and the Association shall accept such Additional Land, additional owners, and accept title to any common property or

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County Clerk  
Navarro County, Texas

By \_\_\_\_\_

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streets and drives deeded to the Association by the Developers. At such time, the owners of property in the Additional Land shall become members of the Association on the same terms and conditions and subject to the same restrictions as apply to Owners of tracts within the original project.

Section 4. **NO EFFECT ON MORTGAGES:** No breach of any of the conditions herein contained or any foreclosure or re-entry by reason of such breach shall defeat or render invalid the lien of any Mortgage made in good faith and for value as to the project or any tract therein; provided, however, that such conditions shall be binding on any Owners whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. **BINDING; TERM:** The covenants and restrictions of this Declaration shall run with, be appurtenant to and bind the land and the successors, assigns and legal representatives of the undersigned, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of thirty (30) years from date hereof, and thereafter shall continue automatically in effect for additional periods often (10) years, unless otherwise agreed to in writing by the then Owners of at least seventy-five percent (75%) of the tracts based upon one vote for each tract owned.

Section 6. **DELEGATION OF USE OF FACILITIES:** Any Owners may delegate his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the tract.

Section 7. **COUNTERPARTS:** This Declaration may be executed in as many multiple original counterparts as may be convenient, all of which shall constitute one and the same instrument, and it shall not be necessary in making proof of this Declaration to produce or account for more than a single counterpart containing the requisite signatures and acknowledgements of each of the parties.

Section 8. **HEADINGS:** The section headings provided in this Declaration are for convenience and reference only and shall not affect the construction or meaning of the terms of this Declaration.

Section 9. **NOTICES:** In all instances herein where notice is required, notice will have been given upon placing in the United States mail, said notice to the last known address of such person or party to whom notice is to be given via certified mail.

Section 10. **MARKETING:** It is specifically agreed by all Owners and future purchaser and stipulated herein that the Developers will have the right of use of all commons for the purposes of promotion and sale of tracts by said Developers, including the right to issue passes and permits to guests or prospective purchasers of tracts and to Developers' employees to use and enjoy for limited periods, such commons, facilities, and services. The right is reserved unto the Developers so long as the Developers own land in the project and are marketing the same. Such rights shall be exercised in a manner not detrimental to the residents of Chambers Landing.

Section 11. **EFFECTIVE DATE:** The covenants, restrictions and other provisions of this Declaration shall be effective as of the Effective Date.

Section 12. **SECURITY.** The Association and Developers shall maintain Chambers Landing as a gated community and may, but shall not be obligated to, maintain or support other activities within the project designed to make the project safer than it otherwise might be.

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Navarro County, Texas

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NEITHER THE ASSOCIATION NOR THE DEVELOPERS SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROJECT. NEITHER THE ASSOCIATION NOR THE DEVELOPERS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, INCLUDING, WITHOUT LIMITATION, ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNERS, ACKNOWLEDGE THAT THE ASSOCIATION, THE BOARD, AND/OR DEVELOPERS DO NOT REPRESENT OR WARRANT THAT ANY CONTROLLED GATE-ACCESS SYSTEM, OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DEVELOPERS MAY NOT BE COMPROMISED OR CIRCUMVENTED; NOR THAT ANY CONTROLLED GATE-ACCESS SYSTEM OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY BURGLARY, THEFT, HOLD-UP OR OTHERWISE; NOR THAT ANY CONTROLLED GATE-ACCESS SYSTEM OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED, ALL OWNERS AND OCCUPANTS OF ANY LOT, INCLUDING, WITHOUT LIMITATION, ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNERS, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION, THE BOARD AND THE DEVELOPERS ARE NOT INSURERS. ALL OWNERS AND OCCUPANTS OF ANY LOT, INCLUDING, WITHOUT LIMITATION, ALL TENANTS, GUESTS AND INVITEES OF ANY OWNERS ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION, THE BOARD AND DEVELOPERS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNERS, OCCUPANT, OR ANY TENANT, GUEST, OR INVITEE OF ANY OWNERS RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATIVE TO ANY CONTROLLED GATE-ACCESS SYSTEM OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROJECT.

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SIGNATURE PAGES IMMEDIATELY FOLLOWING**

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County Clerk  
Navarro County, Texas

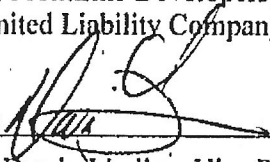
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EXECUTED TO BE EFFECTIVE AS OF THE 9 day of June, 2006.

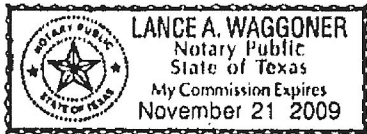
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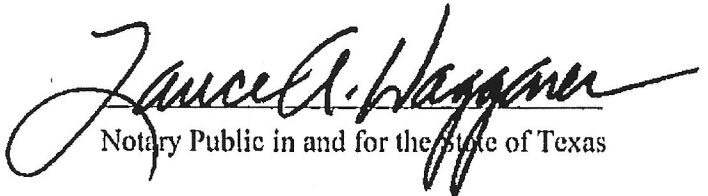
By: FrontLine Developers, L.L.C. - A Texas Limited Liability Company, General Partner

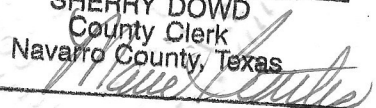
By:   
Dwain Lindley, Vice President

STATE OF TEXAS §  
§  
COUNTY OF NAVARRO §

This instrument was acknowledged before me on June 9, 2006, by Dwain Lindley, Vice President of Frontline Developers, LLC, as General Partner of Frontline Developers I, Ltd. on behalf of said entities.



  
Notary Public in and for the State of Texas

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County Clerk  
Navarro County, Texas  
By: 



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**EXHIBIT A**

Legal Description of Chambers Landing Phase I as of the Effective Date

56.22 ACRES WILLIAM T. MALONE SURVEY A-530  
NAVARRO COUNTY, TEXAS

Being a 56.22 acre tract of land situated in the William T. Malone Survey, Abstract No. 530, Navarro County, Texas, said tract being part of Lot 1, Block 1, Laguna Point, Section 1, according to the plat thereof recorded in Volume 6, Page 267, and part of Laguna Point, Section 2, according to the plat thereof recorded in Volume 6, Page 285, both in the Official Plat Records, Navarro County, Texas, as conveyed to FrontLine Developers I, Ltd. and recorded in Volume 1769, Page 202 in the Official Public Records of Navarro County, Texas and being more particularly described as follows (all bearings based on the plat bearings Laguna Point, Section 1 and Section 2);

BEGINNING at a 5/8" iron rod found for the southwest corner of said Laguna Point, Section 2, in the north right-of-way line of F.M. 2859 (90' R.O.W.), said point being the northeast corner of that 1.261 acre tract conveyed to Rufus S. Dugan, Jr., recorded in Book 913, Page 514, Deed Records, Navarro County, Texas;

THENCE North 30° 51' 55" West, along the southwest line of said Laguna Point, Section 2, common to the northeast line of said 1.261 acre tract and the northeast line of the 16.187 acre Rufus S. Dugan, Jr. tract as recorded in Book 913, Page 510 in said deed records, passing at a distance of 1750.00' a 5/8" iron rod with a cap (stamped "PATE 5647") set for reference, and continuing for a total distance of 1771.82' to the northwest corner of the herein described tract, said point being in the south line of the Richland-Chambers Reservoir (elevation 315' contour);

THENCE along the meanders of the south line of the Richland-Chambers Reservoir (elevation 315' contour) the following courses:

North 60° 29' 07" East - 149.51 feet to a point for corner;

North 75° 40' 37" East - 22.58 feet to a point for corner;

North 38° 21' 54" East - 41.28 feet to a point for corner;

South 20° 41' 06" East - 95.10 feet to a point for corner;

North 30° 34' 32" East - 111.40 feet to a point for corner;

North 70° 38' 27" East - 58.62 feet to a point for corner;

North 63° 29' 27" East - 70.12 feet to a point for corner;

North 17° 48' 50" West - 91.95 feet to a point for corner;

South 56° 54' 29" East - 43.18 feet to a point for corner;

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Navarro County, Texas

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\$120.00

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Filed for Record in:  
Navarro County

On: Jun 12, 2006 at 12:12P

As a  
Recordings

Document Number: 00005873

Amount: 120.00

Receipt Number - 9192

By  
Sandra Whitener

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

Jun 12, 2006

Sherry Dowd, County Clerk  
Navarro County

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ATTEST

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SHERRY DOWD  
County Clerk  
Navarro County, Texas

By