



THE STATE OF TEXAS §

§

COUNTY OF PARKER §

**SIXTH AMENDMENT AND RESTATEMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BOURLAND FIELD ESTATES**

This Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (“Declaration”) is made this 28th day of November, 2021, by the requisite number of Owners of Lots within Bourland Field Estates.

WITNESSETH :

WHEREAS, BFE DEVELOPMENT CORP made and executed that certain Declaration of Covenants, Conditions and Restrictions for Bourland Field Estates, dated February 19, 1999, which has been duly recorded in Volume 1803, Page 1744 of the Real Property Records of Parker County, Texas (the “Declaration”); and,

WHEREAS, the Declaration was amended effective February 1, 2001 (the “First Amendment”) which First Amendment has been duly recorded in Volume 1854, Page 1325 of the real property records of Parker County, Texas; and,

WHEREAS, the Declaration was further amended effective September 1, 2001 (the “Second Amendment”) which amendment was duly recorded in Volume 1992, Page 1553 of the real property records of Parker County, Texas;

WHEREAS, the Declaration was amended effective October 29, 2002 (the “Third Amendment”) which amendment was duly recorded in

Volume 2085, Page 1363 of the real property records of Parker County, Texas; and,

WHEREAS, the Declaration was amended effective August 10, 2007 (the "Fourth Amendment") which amendment was duly recorded in Volume 2698, Page 1994, Document 707413 of the real property records of Parker County, Texas; and,

WHEREAS, the Declaration was amended effective January 1, 2019 (the "Fifth Amendment") which amendment was duly recorded as Document 260-201805247 of the real property records of Parker County, Texas; and,

WHEREAS, BFE DEVELOPMENT CORP. no longer owns any property with Bourland Field Estates, Parker County, Texas; and,

WHEREAS, the Declaration is in conflict with multiple laws enacted by the State of Texas since the Declaration was executed,

NOW, THEREFORE, the requisite number of lot owners desire to remove all appropriate references to BFE DEVELOPMENT CORP. (defined as the Declarant in the Declaration) from the Declaration, to bring the Declaration into compliance with applicable laws of the State of Texas, and to facilitate future amendments. The Declaration is hereby amended and restated in total. Any language appearing in the Declaration or in any of the previous amendments to the Declaration that is not included in this Sixth Amendment is hereby deleted from the Declaration.

The owners of that certain real property referred to in Article II and described on Exhibit "A" of this Declaration, which property represents Phase One of a Master Community Development known as "Bourland Field Estates" desire to take advantage of the presently existing unique geographical features of the subject property and proposes to continue plans for residential living, fly-in access to Bourland Field, recreation and aesthetic considerations. In view of the various and usual

uncommon features of these uses, the owners desire to impose these restrictions on the subject property and yet retain reasonable flexibility to respond to changing unforeseen circumstances so as to control and maintain the quality and distinction of the Bourland Field Estates community project.

NOW, THEREFORE, the owners hereby declare that the real property referred to in Article II and described on Exhibit "A" and such additions thereto as may hereafter be made pursuant to Article II hereof is, and shall be, held transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens (sometimes collectively referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration, or any amendment or supplement thereto (Unless context shall otherwise clearly indicate or prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to Bourland Field Estates Homeowners Association, Inc., a Texas non-profit corporation, which has the power, duty and responsibility of maintaining and administering the Common Properties and collectively the assessments and charges hereafter prescribed and has the right of administering and enforcing the Covenants and Restrictions.

(b) "Common Property" shall mean and refer to any and all areas of land within the property which are known, described or designated as common areas, recreational easements, green belts, open spaces, private streets or access easements on any recorded subdivision plat of the Property or intended for or devoted to the common use and enjoyment of the members of the Association, together with any and all improvements that are now or may hereafter be constructed or installed thereon and

including all equipment, accessories, common machinery used in the operation or maintenance of any such Common Properties and any additions to or replacements of such Common Properties. The common areas now within the Bourland Field Estates residential community generally consist of private streets or access easements and open recreational spaces.

(c) "Declarant" shall mean and refer to BFE Development Corp. and the successors and assigns (if any) of BFE Development Corp. with respect to the voluntary disposition of all (or substantially all) of the assets of BFE Development Corp. and/or voluntary disposition of all (or substantially all) of the right, title and interest of BFE Development Corp. in and to the Property prior to the completion of the development thereon. No person or entity purchasing one or more Lots from BFE Development Corp. in the ordinary course of business shall be considered as "Declarant."

(d) "Existing Property" shall mean and refer to the real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 2.01 of Article II hereof.

(e) "Lot" shall mean and refer to any plot or tract of land shown on any recorded subdivision map(s) or plat(s) of the Property as amended from time to time which is designated as a lot therein in which is or will be improved with a residential dwelling in conformity with the building restrictions herein set forth, although some portions of the Common Properties may be platted as a "Lot." On the subdivision plat these lots will be excluded from the definition of "Lot," as used herein. "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the property.

(f) "Member" shall mean and refer to each owner of a Lot.

(g) "Owner" shall mean and refer to every person or business entity who or is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions. However, the word "Owner" shall

not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation.

(h) "Property" shall mean and refer to all such existing properties and any additions thereto as are subject to this Declaration or any amendment or supplement thereto prepared and filed of record pursuant to the provisions of Article II hereof.

(i) "Architectural Control Committee (ACC)" shall mean and refer to a committee consisting of members appointed by the President of the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

2.01 Existing Property. The Existing Property is located in the Stephen Heffington Survey, Abstract No. 620, Parker County, State of Texas and is located within any the incorporated city of Cresson, Texas. The Existing Property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

2.02 Additions to Existing Property. Additional land(s) may be subject to this Declaration in any of the following manners:

The Association may add or annex additional real property owned by owners or others to the scheme of this Declaration by filing of record a supplementary Declaration of Covenants, Conditions and Restrictions, which will extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such property provided that any such addition or annexation will be developed in a manner consistent with the existing property initially developed within Bourland Field Estates and, however, that such supplementary declaration shall contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and are not

inconsistent with the concept of this Declaration. The Association acknowledges that others may seek to develop additional acreage and lots to be included in Bourland Field Estates. Any real property added or annexed shall be subject to the Declaration of Covenants, Conditions and Restrictions for Bourland Field Estates, as amended.

In the event any person or entity desires to add or annex additional residential and/or commons areas to the scheme of this Declaration, such proposed annexation must have the prior consent and approval of the majority of the outstanding votes of the Members.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.01 Membership. Every Owner of a Lot shall automatically be and must remain a Member of Association.

3.02 Voting Rights. As to any Association matters for which an Owner has a right to vote, each Owner shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interests or interest in any Lot, all such persons shall be deemed members and the vote for such Lots shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot for any Association matters.

3.03 Quorum Notice and Voting Requirements. The quorum notice and voting requirements pertaining to the Association are set forth in the Articles of Incorporation and Bylaws of the Association as the same may be amended from time to time. Except where a different vote is otherwise specifically required for an action by the Association, any action by or on behalf of the Association may be taken with the assent given by Members who collectively hold or control more than sixty percent (60%) of the outstanding votes of the Association.

3.04 Method of Voting. Voting on any Association matter on which the members are entitled to vote, except for the election of members of the Board of Directors of the Association, may be conducted by e-mail or other electronic means as determined and administered by the Secretary of the Association. The e-mail or other electronic response of members voting on any such Association matter is deemed to be a secret, written, and signed ballot. Voting by e-mail or other electronic means may not commence before notice of such is provided to all members via e-mail and by posting notice of such vote at a public place, such as the mailbox area of the neighborhood. Voting by e-mail or other electronic means may not conclude in less than twenty (20) days after the posting of the notice of such vote. Voting of any Association matter on which the members are entitled to vote may also be conducted at any duly called meeting of the members of the Association in the manner determined by the presiding officer at any such meeting. Election of members of the Board of Directors of the Association may only be conducted at the annual meeting of the membership.

ARTICLE IV

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

4.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Properties and Owners shall provide and pay for out of the maintenance fund(s) provided for in Article VI below, the following:

- (a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties;
- (b) Any private trash and garbage collection services and security arrangements;

(c) Taxes, insurance and utilities (including without limitation electricity, gas, water and sewage charges) which pertain to the Common Properties only;

(d) Services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof to the extent being divisible by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;

(e) Legal and accounting services; and

(f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, taxes, assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration, or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, powers and duties:

(g) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

(h) To enter into agreements or contracts with insurance companies, taxing authorities, and holders of first mortgage liens on the individual Lots with respect to:

i. taxes on the Common Properties;

ii. insurance coverage (if any) on Common Properties as they relate to the assessment, collection and disbursement process envisioned by Article V hereof; and

iii. utility installation, consumption and service matters.

(i) To borrow funds to pay costs of operations secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or

secured by such assets of the Association as deemed appropriate by the lender and the Association;

(j) To enter into contracts, maintain one or more bank accounts and generally they have all the powers necessary and incidental to the operation and management of the Association;

(k) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(l) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time, and to create a fine and fee schedule associated therewith;

(m) To make available to each Owner within ninety (90) days after the end of each year an annual report, which may be given orally at the annual meeting of the membership of the Association;

(n) Pursuant to Article VII herein, to adjust the amount, collect and use any insurance proceeds for repair damage or replace lost property and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

(o) To enforce the provisions of this Declaration and any rules made hereunder and to fine, enjoin and/or seek damages from any Owner for violation of such provisions or rules.

4.02 Board Powers Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. The Board shall establish bid procedures, and any expenditure expected to exceed \$50,000 shall be bid pursuant to these established procedures.

4.03 Contracts with Owners. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the

performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be on such terms and conditions and for such consideration as the Board may deem proper, available and in the best interest of the Association.

4.04 Liability Limitation. Neither any Member, the Board, any director or any officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Association, its directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect premises, improvements or any portion thereof, or for failure to repair or maintain the same.

The Association or any other person, firm or corporation liable to make such repairs or replacements shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

4.05 Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

4.06 The Association may however, enter into new management agreements or other contracts in accordance with this Declaration.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTY

5.01 Members' Easements of Enjoyment. Subject to the provisions of Section 5.03 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them on such Lots, shall have the right and easement of use,

recreation and enjoyment in the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot provided, however, such easement shall not give such persons the right to make alterations, additions or improvements to the Common Properties.

5.02 Extent of Member's Easements. The rights and easements of use, recreation, and enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to prescribe reasonable regulations and policies governing, and to charge fees and deposits related to the use, operation and maintenance of the Common Properties;
- (b) Liens on mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by the Association to improve or maintain the Common Properties;
- (c) The right of the Association to enter into and execute contracts with any party for the purposes of providing maintenance or such other materials or services consistent with the purposes of the Association;
- (d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;
- (e) The right of the Association to suspend the right of any individual to use or enjoy any of the Common Properties for any period during which any assessment (including without limitation "fines") against a Lot resided upon by such individual remains unpaid, and for any period of time deemed reasonable by the Association for the infraction of the then existing rules and regulations;

(f) The right of the Association to dedicate and transfer all or part of the Common Properties to any municipal corporation, public agency, authority or utility company for such purposes and upon such conditions as may be agreed upon by the Members having a majority of the outstanding eligible votes of the Association;

(g) The right of the Association to convey sell or lease all or part of the Common Properties upon such terms and conditions that may be agreed upon the Members having a majority of the outstanding eligible votes of the Association.

ARTICLE VI

COVENANTS FOR ASSESSMENT

6.01 Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

(a) Regular assessments or charges for maintenance, taxes and insurance on portions of the Properties and the Common Properties (including without limitation those matters described in Section 4.01 hereof);

(b) Special group assessments for capital improvements or unusual or emergency matters such assessments to be fixed, established and collected from time to time as hereinafter provided;

(c) Special individual assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear; and

(d) Individual assessments and fines levied against individual Owners for violations of rules and regulations pertaining to the Association and/or the Common Properties;

Such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each such Lot against which such assessment made and shall also be the continuing personal obligation of the then existing Owner of such Lot at the time which the assessment fell due.

6.02 Creation of Lien Rights. Declarant hereby assigns to the Association its vendor's lien which was reserved by Declarant against each Lot to secure the payment of any assessment which may be levied pursuant to the terms and provisions of Section 6.05, 6.06, 9.13 and/or 12.06 hereof, and the expense incurred in connection with the enforcement thereof, including without limitation, interest at the maximum rate permitted by law, costs and reasonable attorney's fees. Such lien may be enforced by appropriate judicial proceedings and the amount secured thereby shall be the obligation of and chargeable to the Owner. Such liens shall be insubordinate and inferior only to the following:

(i) Assessment liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Lot; and

(ii) Amounts due under first lien deed of trust duly recorded prior to the recordation of any lien assessment as provided in 6.03 of this Article VI.

6.03 Assessment Lien.

(a) All sums assessed but unpaid, including interest thereon, at the maximum rate permitted by law from the date such assessments are due until such assessments are paid (subject to the provisions hereof

limiting the interest contracted for, charged or received to the maximum permitted by applicable law), shall constitute an automatic lien on the Lot, with no additional filings necessary, superior to all other liens and encumbrances except as provided in Section 6.02 of this Article VI. The Board or its duly appointed agent shall prepare written notice setting forth the amount of such unpaid indebtedness, the name of Owner and a description of the Lot. Such notice shall be signed by the Secretary or other duly appointed agent and may be recorded in the office of the County Clerk of Parker County, Texas. Such lien may be enforced by the foreclosure of it upon the Lot by the Board or its duly authorized agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorneys' fees incurred in connection with filing the lien and in the event of any foreclosure proceeding, all additional costs, expenses and attorneys' fees incurred in connection with any such foreclosure proceeding. The Board, any member, or its duly appointed agent shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay but shall not be required to pay any unpaid assessment owing with respect to the Lot, but such payment shall not be deemed a waiver of the Owner's default by the Board or such mortgagee;

(b) The amount of the assessments assessed against the Lot shall also be a personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the liens securing the same;

(c) Owner, by acceptance of the deed to the Property hereby expressly vests in the Board or its agents the right and power to bring all actions against the Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessment provided herein by non- use of the Common Properties or by abandonment of his Lot;

(d) If any assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month that any portion of the assessment remains unpaid. The late charge shall be in the amount of \$25.00 for all members. A reasonable service charge in an amount established by the Board shall be charged for each check that is returned because of insufficient funds. The amount of late charges and service charges may be adjusted from time to time by the Board consistent with any change in the amount of the regular or special assessment.

6.04 Purpose of the Assessments. The assessments levied by the Association will be used exclusively for the purpose of:

- (i) promoting health, recreation, safety and welfare of the residents of the property;
- (ii) improving and maintaining streets, access easements, walkways, recreational areas or other properties, services and facilities directly related to the use and enjoyment of the Common Properties;
- (iii) the payment of taxes on the Common Properties and insurance (if any) in connection with the Common Properties and the repair, replacement and additions thereto;
- (iv) the payment for electricity for street lights and exterior lights and the repair, replacement and additions of various items within the Common Properties;
- (v) trash and garbage collection and security arrangements as may be determined necessary and appropriate by the Association from time to time;
- (vi) paying the costs of labor, equipment (including the expense of leasing any equipment) and materials required for and the management and supervision of, the Common Properties;

(vii) carrying out the duties of the Board as set forth in Article IV hereof envisioned or any amendment or supplement hereto; in any manner or thing in connection with any zoning, subdivision, platting, building or development requirements;

(viii) Paying on behalf of each improved and occupied Lot the monthly base rate as determined by the Bourland Estates Water Supply Corporation. Paying on behalf of each other lot the monthly base rate as determined by the Bourland Estates Water Supply Corporation reduced as defined in Section 6.07.

6.05 Base and the Amount of Regular Maintenance Assessments.

(a) Until and otherwise determined by the Board, maximum regular assessments shall be \$150.00 per Lot per month;

(b) The Board may establish the maximum annual assessment for each Lot provided that the maximum annual assessment may not be increased more than thirty percent (30%) above the maximum annual assessment for the previous year unless otherwise approved by the Members of the Association as provided in Section 3.03 of Article III;

(c) After consideration of current maintenance costs and future needs of the Association, the Board may fix the actual annual assessments at an amount equal to or less than the then existing maximum annual assessment;

(d) The Board may establish a time price differential schedule for the payment of the regular assessment in which the lowest amount is the actual regular base assessment.

6.06 Special Assessments for Capital Improvements. In addition to the regular assessments authorized by Section 6.03 hereof, the Association may levy in any fiscal year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties including any necessary fixtures and personal property related thereto provided

that any such assessment shall have the affirmative approval of the Members of the Association as provided in Section 3.03 of Article III and shall be assessed based upon the ratios set forth in Section 6.07 of Article VI.

6.07 Rate of Annual and Special Assessments. Both regular and special assessments shall be paid by Owners based upon the ratio of five units per improved and occupied Lot, three units per improved (with a residential dwelling) and unoccupied Lot, and one unit per unimproved Lot. Commencing March 1, 2020, and continuing until amended by the Board, the regular unit of assessment shall be \$30.00 monthly for each unimproved lot that they own. Until amended by the Board, Owners of any improved and occupied Lot shall be regularly assessed \$150.00 monthly for each such lot they own. Similarly, Owners of each improved (with a residential dwelling) and unoccupied Lot shall be regularly assessed \$90.00 monthly for each such lot they own. Similarly, Owners of unimproved lots shall be regularly assessed \$30.00 monthly for each such lot they own.

6.08 Date of Commencement of Assessments and Due Dates. The Board may prescribe from time to time that the regular base assessments are to be collected on an annual, semi-annual, quarterly, or monthly basis and accordingly to the Board shall prescribe the appropriate due dates and, if applicable, the time price differential rates and due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other assessment or special assessment under Section 6.05 and Section 6.06 hereof shall be fixed in the respective resolution authorizing such assessment. The Board may adjust the amounts of regular assessments at any time, but not more often than once every twelve months, provided that any such adjustment shall be effective on the 1st of the month not less than 60 days after the determination of any adjustment by the Board.

6.09 Duties of the Board with Respect to Assessments.

(a) In the event of a revision to the amount or rate of the regular base assessment or establishment of a special group or special individual assessment, the Board shall fix the amount of the base assessment against each Lot and applicable due dates for each assessment at least sixty (60) days in advance of such date or period and the Board shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association;

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto;

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

ARTICLE VII INSURANCE, REPAIR AND RESTORATION

7.01 Right to Purchase Insurance. The Association shall have the right and option to purchase and carry and maintain in force insurance covering any or all portions of the Common Properties, any improvements thereon, or appurtenant thereto, for the interest of the Association and all Members thereof in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for property similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in the amount which shall be

equal to the maximum insurable replacement value excluding foundation and excavation costs as determined by the insurance carrier;

(b) Public liability and property damage insurance on a broad form basis;

(c) Fidelity bond for all officers and employees of the Association having control over the receipt and disbursements of funds; and

(d) Officers and directors liability insurance.

7.02 Insurance Proceeds. The Association members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance shall be paid to the Association as required in this Article VII remaining after satisfactory completion of repair and replacement shall be retained by the Association as part of the general reserve fund for repair and replacement of the Common Properties.

7.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article VI of this Declaration to cover the deficiency.

ARTICLE VIII USE OF COMMON PROPERTIES.

The Common Properties may be used and enjoyed as follows:

8.01 Restrictive Actions by Members. No member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation or increase of any insurance carried by the Association or which would be in violation of any law or any rule or regulation promulgated by the Board.

8.02 Damage to the Common Properties. Each member shall be liable to the Association for any damage to any portion of the Common

Properties caused by the negligence or willful misconduct of the member or his family and guests.

8.03 Rules of the Board. All members shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies and a member determined to have violated said rules and regulations shall be liable to the Association for all damages and costs including reasonable attorneys' fees.

8.04 Use of Common Properties. Use of the Common Properties shall be limited to Members, their families, guests and such other persons as may first be approved by the Association. No person or entity shall use any portion of the Common Properties to:

- (a) Solicit, promote or conduct business, religious, political, or propaganda matters;

- (b) Distribute handbills, newsletters, flyers, circulars, or other printed materials: without the prior written consent of the Association (which consent may be withheld and if so, with absolute discretion).

8.05 Private Streets. The entry street, streets network within Bourland Field Estates Residential Community are "private" and constitutes a portion of the Common Properties which are subject to the jurisdiction and administration by the Association. In addition to other provisions appearing in this Article VIII, the Board is specifically authorized to recommend, adopt, implement, and enforce rules, regulations, mechanisms, and procedures governing the use thereof covering such items as (but not necessarily limited to):

- (a) Identification entry programs for Members or respective immediate families or guests, vehicle or aircraft owned or driven by any of them;

- (b) Speed limits, designated parking areas, restrictive parking areas, and no parking areas;

(c) Special traffic and safety rules for the handling of aircraft traffic on the ground, the utilization of streets and access easements by aircraft and other vehicles, the parking of aircraft, engine run- up and other activities peculiar to a flying community's needs.

(d) Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;

(e) A "fine" systems through which the Association can levy and collect fines from its Members for violation of the applicable rules and regulations; and

(f) Disclaimers of liability for any known matters or occurrences on or related to the Common Properties.

(g) Notwithstanding the above subsections, the Board may enter into an agreement with BFI, Inc., its successors or assigns, for the purpose of allowing BFI, Inc.'s or its successors or assigns business invitees access to BFE HOA common properties/roads to access the Runway Tract with due consideration for wear, tear and safety of such access.

ARTICLE IX

CONSTRUCTION AND IMPROVEMENTS AND USE OF LOTS

References to the ACC in this Article IX refer to the Architectural Control Committee as defined above and as established in Article X. The Property (and each Lot situated therein) shall be occupied and used as follows:

9.01 Residential Use. All Lots (excluding however those platted Lots on which certain Common Properties will located) shall be used for single family residential purposes only. Should a Lot or portion thereof be leased to a non - owner for such residential purposes for a period exceeding three (3) months, the Owner shall provide to the Secretary of the Association the name, mailing address, phone number, and e-mail address, along with the date and term of such lease and any revisions thereto. No building or structure shall be erected, altered, placed or

permitted to remain on any Lot other than a single family dwelling. No hangar or out building will be constructed prior to the construction of the primary residence for said Lot. No dwelling or residence or other building shall be constructed within any portion of the property designated as flood plain on the recorded plat of the property.

9.02 Height of Structures. No building or any structure erected on any Lot shall exceed three stories in height. For those Lots abutting Bourland Field, and the runway situated thereon, namely; Lot 21, Block 2, Lots 1, 11, 12, 13, 14, 18 and 19, Block 3, and Lot 20, Block 1, Bourland Field Estates, the height of any building or structure erected on these Lots is further restricted to a ratio of (one) 1 foot in height to seven (7) feet in distance that the building or structure is located from the edge of the runway on Bourland Field. The Lots abutting Bourland Field are also restricted to prohibit any building or structure or to allow any planting of exceed eight (8) feet in height within a distance of 150 feet of the Bourland Field runway."

9.03 Minimum Floor Space. The main structure of each Lot shall contain a minimum square footage of at least 2,400 square feet exclusive of porches, garages, aircraft hangars and other outbuildings.

9.04 Garages and Aircraft Hangars. Each single family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional vehicles and, all aircraft parked or stored on the Lot shall be hangared. The hangar shall have a minimum area of 1600 square feet and shall be sufficient size to hangar all aircraft parked or stored on the Lot. No garage or aircraft hangar shall directly face a residential street of any of the Common Properties except hangars on corner Lots shall not face the residential street adjacent to such Lot which the residential dwelling on such Lot faces. Open sided carports or plane ports are expressly prohibited and all garages or hangars must be equipped with doors. The exterior surface of any garage or hangar shall be comparable with the exterior surface of the residential dwelling on the Lot and shall be subject to the requirements of 9.16 of this Article IX. Hangars that are visible from the street must have similar design, style, and architecture of the house, such as but not limited to windows,

trim, or elevation changes. Aircraft hangars may be detached from the residential dwelling located on such Lot must be connected to the residential dwelling by a covered breeze way or a porte cohere.

9.05 Roofs. All roofs shall have a roof pitch of 7 feet by 12 feet or steeper. Wood shingle and wood shake roofs are prohibited.

9.06 Building Lines. All residences or dwellings erected or placed on any Lot shall face the street adjacent to the Lot as shown in the recorded plat of the Property. No portion of such dwelling or residence or any building erected thereon shall be located nearer to any street or easement than the minimum building setback lines as shown on the recorded plat of the Property and no dwelling or residence or any building shall be nearer to the front, side or back property line of said Lot than 25 feet. No structure or improvement of any kind shall be constructed or placed on any Lot outside of any perimeter fencing upon such Lot. No structure or improvement of any kind may be constructed within a flood plain area located within the property.

9.07 Fences. No chain link fences or other wire type fences shall be erected or located on any Lot so as to be visible from the front, side or rear of the Lot. No fence, wall or hedge shall be erected, placed or erected on any Lot nearer to any street than the minimum building setback line. No fence, wall or hedge shall exceed eight (8) feet in height.

9.08 Signs. No sign or signs shall be displayed to the public view on any Lot except that:

i. Any builder during the applicable initial construction and sales period may utilize one professional sign (not more than nine (9) square feet in size) per Lot for advertising and sales purposes;

ii. Thereafter, a dignified "For Sale" or "For Rent" sign (of not more than nine (9) square feet in size) may be utilized by the Owner of the respective Lot for the applicable sale or rental of the residence.

9.09 Easements; Utilities. All streets, alleys and easements shown on the recorded plat of the Property have been reserved for the purposes indicated. No Owner may erect any structure of any type whatsoever in these easement areas nor may the Owner use the surface of the easement area for any private use. No Owner may plant or cultivate any tree, shrubbery or other vegetation or maintain any other vertical obstruction over 1-foot in height within any easement area. With respect to these easement areas as well as any other areas described within recorded easement documents in the Common Properties, any and all bona fide public utility service companies shall have the right of access, ingress, egress, regress and the use of the surface estate for the installation and maintenance of the utility facilities.

9.10 Temporary Structures. No temporary structure of any kind will be erected or placed upon any Lot. Temporary structures will include but are not limited to any garage, aircraft hangar, or other improvement erected more than one hundred twenty (120) days prior to the completion of the main portion of a single family dwelling. However, an Owner or an Owner's contractor may maintain temporary construction offices.

9.11 Vehicles. Any truck, bus, boat, boat trailer, trailer, mobile home, motor home, camp mobile, camper, motorcycle, aircraft or any motorized vehicle other than a conventional automobile shall be stored, placed or parked within the garage or hangar of the appropriate Owner or so as to be completely hidden from view.

9.12 Parking. No vehicle or aircraft shall be permitted to park on the streets or easements within the Property at any time. The Owner of each Lot must provide sufficient off street parking for a minimum of eight (8) conventional vehicles for guests or other invitees of the Owner of such Lot. The Owner of any Lot may construct a circular driveway in front of a residential dwelling facing a street which may be utilized by a Lot Owner in providing off street parking for guests or invitees on a temporary basis, provided no parking shall be permitted at any time in a circular driveway that will interfere with the use of any streets within the Property by taxiing aircraft."

9.13 Garbage and Weeds. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in containers approved by the Association. The Association shall determine the appropriate location for such garbage containers for collection.

If after ten (10) days prior written notice an Owner shall fail to:

- i. control weeds, grass and/or unsightly growth;
- ii. remove trash, rubble, building and construction debris; or
- iii. exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition then the Board shall have the authority and right to go on to said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of such Lot a sum sufficient to cover the cost for mowing and cleaning of said Lot on each respective occasion of such mowing or cleaning. The assessments, together with interest (at the highest permitted lawful rate per annum) thereon and any costs of collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon and the costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals and extensions thereof existing prior to the assessment date.

9.14 Construction Completion Time. The initial purchaser of a Lot following the recording of the Declaration must commence construction of a residential dwelling thereon within thirty-six (36) months following the date of purchase of such Lot and proceed with diligence to complete the same. If the initial purchaser of a Lot should sell the same prior to the expiration of thirty-six (36) months following the date of purchase of such Lot without constructing a residence on such Lot, a subsequent purchaser shall be obligated to commence construction of a residential

dwelling on such Lot within twenty-four (24) months following the date of the purchase of such Lot and to proceed with diligence to complete the construction of the residential dwelling thereon. In the event that a residence is partially or totally damaged by fire or other causes, the Owner of such residence must either rebuild the residence or completely clear the Lot. In the event the Owner desires to rebuild, the construction or restoration of the damaged residence or portion thereof must commence within one hundred twenty (120) days after the occurrence causing the damage and complete the same within twenty-four (24) months thereafter. No construction or restoration shall commence, however, until plans and specifications have been submitted to the committee (and are subsequently approved as required in Article X (b) hereof). In the event that the Owner does not desire to rebuild, the Owner must clear away all the many debris and restore the Lot to the condition in which it existed prior to the initial construction of the damaged residence.

9.15 Offensive/Noxious Activities and Animals. No noxious or offensive activities including but not limited to, odors, vibrations, noise/sound or light shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or a nuisance within the Property or any portion thereof. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept; provided, they are not kept, bred or maintained for commercial purposes.

9.16 Exterior Surface. The exterior surface of all residential dwellings shall be constructed of brick, brick veneer, stone or stone veneer, masonry or wood siding or any combination thereof approved by the Committee. All exterior surfaces, especially any painted or stained and wood surfaces (including without limitation garage or hangar doors) must be maintained in good condition.

Installation of all types of exterior items and surfaces such as address numbers or external ornamental lights, mail chutes, exterior paint or stain shall be subject to the prior written approval of the Committee. All windows which are visible from any residential street shall be covered

with draperies or blinds within thirty (30) days after the date on which the main structure is occupied. All tinfoil and newspaper window coverings are expressly prohibited.

9.17 Antennas and Aerials. All television antennas, satellite, and other antennas and aerials shall be located so as to minimize the view of them from the streets without compromising their functionality.

9.18 Landscaping. Each residence shall be fully landscaped within sixty (60) days from the date the certificate of occupancy is received. Drought-resistant landscaping or water-conserving natural turf may be used. The landscaping of each Lot shall be principally grass and no landscaping plans shall be implemented until approval of the ACC has been obtained.

9.19 Retaining Walls. Retaining walls shall be constructed of concrete and shall be faced with brick or stone as the same kind as that used on the dwelling.

9.20 Gazebos, Greenhouses, Storage Sheds, Clotheslines and Basketball Goals. No gazebo, greenhouse, storage shed, clothesline or basketball goal or any other similar structure shall be erected, constructed, or placed upon any Lot that are visible from any street.

9.21 Mail Boxes. All mail boxes shall be located in the common properties in a common mail box area.

9.22 Pool Equipment. No pool may be erected, constructed or installed without the plans for such pool being reviewed and approved by the ACC. All above ground pools are expressly prohibited. All pool service equipment shall be fenced and located in either (a) a side yard between the front and rear boundaries of the dwelling, or (b) in the rear yard adjacent to the dwelling and shall not be visible from any street or adjoining Lot.

9.23 Lots Abutting Minor or Red Bear Creek. All Lot Owners whose Lots are traversed by Minor or Red Bear Creek and who desire to construct an access structure across the creek shall retain a qualified,

registered professional engineer to prepare, design/study to accommodate the crossing and submit the same to the ACC and the Parker County Flood Plain Administrator for review and approval. Design/study shall meet all FEMA related criteria for permitting, including evidence that the crossing will not raise the one hundred year water surface elevation by more than one foot. Irrigation from Bear Creek by any Lot Owner is prohibited.

NOTE: Portions of the Property lie within the one hundred year flood plain of Minor or Red Bear Creek according to the National Flood Insurance Program, flood insurance rate map for Parker County, unincorporated areas, community-panel number 480520 0285C revised map; January 3, 1997.

9.24 Utility Meters and Air Conditioning Compressors. All utility meters, equipment, air conditioning compressors, evaporated coolers and similar items must be screened from view.

9.25 Firearms. There shall be no discharging of firearms on the Property except as permitted by the laws of the State of Texas.

9.26 Wells. The drilling of oil and gas wells or extracting minerals by any means from any portion of the Property is prohibited.

9.27 Outside Storage. No aircraft, boats or other vehicles or disassembled parts thereof shall be kept, parked or stored on any Lot except inside a fully enclosed hangar or garage.

9.28 Fuel Storage. Bulk storage of gasoline or other motor fuels on any Lot is expressly prohibited.

9.29 Use of Runway. Qualified Owners of Lots owning aircraft are granted permission to use the runway lying adjacent to the Property which is owned by the Association, subject to the rules and regulations from time to time established by the Association and the Board established fine and fee schedule. Vehicles other than aircraft may not use aircraft runways at any time.

9.30 Commercial Aircraft Activity. No business, commercial enterprise shall be allowed or conducted on or from any of said Lots including specifically any commercial enterprise utilizing Owner aircraft or hangaring of non-Lot Owner aircraft.

9.31 Sanitary Waste Systems. All residences shall be connected to an aerobic design septic system of approved construction in accordance with the requirements of the State Department of Health of the State of Texas and any regulatory authority having jurisdiction over the sewage systems.

9.32 Drainage. The owner of each Lot shall design the improvements to be erected on such Lot to accommodate the owner's drainage requirements and not to the detriment of any other Lot. No damming of water, redirection of runoff or draining design which will create a drainage problem for any other Lot will be allowed.

9.33 Easement for Certain Lots Abutting Bourland Field. The Association will if requested, by owners of 14, 15, and 18, Block 3, Bourland Field Estates grant to such Lot Owners a taxiway easement to permit such Lot Owners access the runway located on Bourland Field provided such Lot Owners shall first agree to pay for the construction and maintenance of such taxiway easement in accordance with such plans and specifications as the Association shall determine."

ARTICLE X

ARCHITECTURAL CONTROL

Architectural controls shall be monitored by an Architectural Control Committee (the ACC) consisting of members appointed by the President of the Association. The ACC shall act as hereinafter described. The ACC shall review plans for any construction, landscaping, or other change or improvement to any lot to determine the compliance with these Covenants and Restrictions. Where these Covenants and Restrictions state that the ACC shall "approve" such approval is defined as determining that the plans appear to be reasonably in compliance with

these Covenants and Restrictions. Approval by the ACC is meant to protect the interests of other members excluding the member requesting approval, so approval by the ACC does not relieve the member requesting approval with compliance with these Covenants and Restrictions. Approval by the ACC does not imply any plans submitted are suitable for their intended use.

(a) The ACC shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Property. A majority of the ACC's members may act on behalf of the entire ACC. In the event of the death or resignation of any member of the ACC, the President shall full authority to designate and appoint a successor. No member of the ACC shall be entitled to any compensation for services performed hereunder and neither the ACC nor any of its members shall be liable to any Owner for any claims, causes of action or damages of whatever kind (except where occasioned by gross negligence) arising out of services performed, actions taken, or inaction in connection with any undertaking, responsibility or activity hereunder or request for same.

(b) The Board shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Property. A majority of the members of the Board may act on behalf of the entire Board. No member of the Board or shall be entitled to any compensation for services performed hereunder and neither the Board, any of its members shall be liable to any Owner for any claims, causes of action or damages of whatever kind (except where occasioned by gross negligence) arising out of services performed, action taken, or inaction in connection with any undertaking, responsibility or activity hereunder or request for same.

(c) No building, structure fence, wall or improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications and/or a plot plan have been submitted to and approved in writing by the ACC as to;

- i. Quality of workmanship and materials;
- ii. Adequacy of site dimensions; adequacy of constructural design; proper facing of main elevation with respect to nearby streets; conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
- iii. Location with respect to topography and finish grade elevation and effect of location and use on neighboring Lots and improvements situated thereon and any drainage arrangement, and
- iv. The other standards set forth within the Declaration (and any amendments thereto, or as may be set forth within bulletins promulgated by the Board on matters in which the ACC has been vested with authority to render an interpretation and decision.

(d) Final plans and specifications shall be submitted to the ACC for approval or disapproval in such form and with such detail and clarity as the ACC may determine is required for the evaluation of such plans and specifications. At such time as the plans and specifications meet the approval of the ACC, the ACC shall so advise the owner or his designated representative. If found not to be in compliance with these Covenants and Restrictions, the ACC shall inform the Owner or his designated representative of which items are not in compliance with these Covenants and Restrictions by providing the written notice required in (h) below. The Owner or his designated representative, upon receipt of such notice from the ACC, may either modify and resubmit his plans, seek a variance from the Board of Directors, or request a hearing as outlined in (h) below. Any modification or change to the approved set of plans and specifications must again be submitted to the ACC for its inspection and approval. The approval or disapproval of the ACC as required herein shall be in writing. If the ACC, fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission of any plans or specifications, or within thirty (30) days of the submission of any clarification or other details as requested by the ACC subsequent to the submission of any plans of specifications, whichever is later, then approval shall be presumed.

Further provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances as described in the following paragraph, nor shall any failure of the Board to act on a variance request with any particular period constituting the granting or approval of any such variance request. No construction of any kind may commence on any lot until the plans for such construction have either been approved by the ACC, a variance for any item disapproved by the ACC has been approved by the Board of Directors, or the Board of Directors elects to modify, or reverse, in whole or in part, any decision of the ACC as consistent with the subdivision's declaration.

(e) On submission of a written narrative request for same, the Board of Directors may, from time to time in its sole discretion, permit Owners to construct, erect or install improvements of any kind whatsoever which are in variance from the Covenants of the Restrictions which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variance shall be in basic conformity with and shall blend effectively with the general architectural style and design of Bourland Field Estates. No member of the Board or the ACC shall be liable to any Owner or other person claiming by, through or on behalf of the Owner, for any claims, causes of action or damages arising out of the granting or denial of, or other action or failure to act upon any variance request by any Owner or any person acting for or on behalf of any Owner. Each request for variance submitted hereunder shall be reviewed separately and apart from any other request and the grant of a variance to any Owner shall not constitute a waiver of the Association's right to strictly enforce these Covenants and Restrictions against any other Owner. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Board must be in writing and must identify in narrative detail both the standard from which the variance is being sought and the specific variance being granted. Any variance granted by the Board may contain rules made under this Declaration specific to, and only to, the proposed variance. Inaction by the Board of

Directors on any variance request is deemed to be a disapproval of the variance request.

(f) The Board may from time to time publish and promulgate architectural standards, bulletins, and a fine and fee schedule which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of these Covenants and Restrictions. Such bulletins shall supplement these Covenants and Restrictions that are incorporated herein by reference, subject to the qualification that while the ACC nor the Board shall not have unbridled discretion with respect to taste, design and any absolute standard specified herein, the Committee shall be responsive to technological advances or general changes in architectural designs and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other hand).

(g) A person may not be appointed or elected to serve on an architectural review authority if the person is:

- (1) a current board member;
- (2) a current board member's spouse; or
- (3) a person residing in a current board member's household.

(h) A decision by the ACC denying an application or request by an owner for the construction of improvements in the subdivision may be appealed to the board. A written notice of the denial must be provided to the owner by certified mail, hand delivery, or electronic delivery. The notice must:

- (1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
- (2) inform the owner that the owner may request a hearing under Subsection (e) on or before the 30th day after the date the notice was mailed to the owner.

- (3) The board shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. Only one hearing is required under this section.
- (4) During a hearing, the board or the designated representative of the property owners' association and the owner or the owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's application or request for the construction of improvements, and the changes, if any, requested by the architectural review authority in the notice provided to the owner.
- (5) The board or the owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.
- (6) The Association or the owner may make an audio recording of the hearing.
- (m) The Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC as consistent with the subdivision's declaration.

ARTICLE XI

EASEMENTS AND COMMON DRIVE AND TAXI AREAS

11.01 Utilities. Easements for installation, maintenance repair and removal of utilities and drainage facilities over, under and across the property are reserved as set forth in Section 9.09 of this Declaration. Full rights of ingress and egress shall be had by any bona fide utility company at all times over the easement areas for the installation, operation, maintenance, repair and removal of any utility together with

the right to remove any obstruction that may be placed in any such easement that would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utility. Such rights would include but are not limited to such use by a bona fide utility company to perform work for additional phases or acreage that is subsequently included in the development.

11.02 Ingress, Egress and Maintenance by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon the Common Properties and for the purpose of maintaining the Common Properties as set forth herein.

11.03 Police Power Easement. With respect to the Common Properties and streets, easements and rights of way within the Property, all governmental agencies and authorities shall have full rights of ingress, egress, regress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Property.

11.04 Common Drive and Taxi Areas. A recommended Common Drive Taxiway is one placed on both abutting lot owners property of Lots 2 through 19, Block 1; Lots 2, 3, 8, and 9, Block 2; Lots 2 through 11 and Lots 14, 15, 16, 17, 18, and 19, Block 3, and Lots 1 through 5 and Lot 6, Block 4, of Bourland Field Estates as shown on the plat filed for record in the real property records of Parker County, Texas, Cabinet B, #354 on February 4, 1999, and labeled as an easement. If, and only if, the adjoining lot owners agree each have a 25 foot side yard easement along the respective lot line that intersects with a private street for the purpose of providing aircraft and vehicular access from the street to the rear of such Lots. With such agreement, Lot Owners may construct common drives/taxiways within such area utilizing both the area located on such Lot Owner's property but also the area located on the abutting Lot Owner's property. Any Lot Owner abutting such an easement desiring to construct a common drive/taxiway must notify the abutting Lot Owner before construction commences: If the abutting Lot Owners can agree, the cost of construction and maintenance of the common drive/taxiway

shall be shared equally. If one Lot Owner does not wish to participate in the cost of construction and maintenance of a common drive/taxiway, the Lot Owner desiring to do so may proceed at such Lot Owner's sole cost and expense with the agreement of the the non-participating Lot Owner. A non- participating Lot Owner may not use the common drive/taxiway constructed by an abutting Lot Owner until such time as such non-participating Lot Owner first reimburses the Lot Owner constructing the common drive/taxiway for one-half of the costs for construction and maintenance. Sales of Lots by non-participating Lot Owners to subsequent Lot purchasers shall obligate such Lot Owners to pay the abutting Lot Owner for the cost of construction and maintenance of the drive/taxiway in the same manner as the non-participating Lot Owner before use of the common drive/taxiway may commence. Disputes as to the costs of construction or maintenance shall be resolved by the Association, which shall be binding on the affected Lot Owners. A non-participating Lot Owner or subsequent purchaser of a Lot from a non- participating Lot Owner shall be subject to appropriate fines or other remedies by the Association for prohibited use until such times as construction and maintenance costs are paid to the abutting Lot Owner.

All common drive/taxiways shall be a minimum of 20 feet in width (i.e. a total of 10 feet in width within the easement on each Lot – either Lot Owner can expand this width on his/her lot only) and shall be constructed of a minimum of five sack mix reinforced concrete and constructed in such a manner as to not interfere with existing drainage or utility easements within the Property. Common drive/taxiways shall be of equal grade on each Lot with adequate drainage. Each easement where such common drive/taxiway may be located shall be maintained by each abutting Lot Owner free of vertical obstructions exceeding 12 inches in height and each Lot Owner shall keep such easement free of debris and other obstructions of every nature so as to permit maximum use and enjoyment of such easement by the abutting Lot Owner.

This is a special use area for movement of aircraft or vehicles only. No aircraft or vehicles may be parked or stored on this area except for short periods for special occasions such as temporary visits, parties, etc. and

requires advice and consent of the abutting Lot Owner who shares this easement.

Shared drive / taxiways constructed before the effective date of the Sixth amendment to these Declaration of Covenants, Conditions and Restrictions are deemed to have been constructed with the agreement of both lot owners.

ARTICLE XII

GENERAL PROVISIONS

12.01 Registration With the Association. In order that the Association can properly acquaint every Lot purchaser and every Owner with these Covenants and Restrictions and the day to day matters within the Association's jurisdiction, each and every Owner shall have an affirmative duty and obligation to originally provide and thereafter revise and update within fifteen (15) days after a material change has occurred in various matters of information to the Association such as:

- (a) The full name and address of the Owner;
- (b) The full name of each individual family member who resides within the residential dwelling of the Owner;
- (c) The business address, occupation and telephone numbers of each Owner;
- (d) The name, address and telephone number of other local individuals who can be contacted (in the event the Owners cannot be located) in case of an emergency; and
- (e) the e-mail address of the Owner(s); and
- (f) Such other information as may be reasonably requested from time to time by the Association.

12.03 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration and shall inure to the benefit of and be enforceable by the Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term ending January 1, 2028, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years each unless an instrument signed by not less than sixty seven percent (67%) of the then Owners has been recorded agreeing to abolish the Covenants and Restrictions in whole or in part; provided, however, that no such agreement to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposal agreement to abolish is sent to every Owner at least ninety (90) days in advance of any action taken.

12.04 Amendments. Except as provided in Section 12.03 of this Article XII, the Covenants and Restrictions of this Declaration may be amended and/or changed in whole or in part only with the consent of sixty-seven percent (67%) of the Owners voting as described in Section 3.04. Upon presentation to the Secretary prior to December 1st of any year of a petition signed by a minimum of fifteen (15%) of the members, irregardless of the number of lots owned by any member, providing the language of any proposed amendment to these Covenants and Restrictions of this Declaration the Board of Directors shall determine if outside legal review of the proposed amendment is necessary and shall arrange for such review. Following any such outside legal review and changes recommended by such review, the Board of Directors shall approved the proposed language as to form. Upon such approval, the Secretary shall place the amendment before the membership of the association for voting as prescribed in Section 3.04, with the voting period to extend at a minimum through the annual meeting of the membership as provided for in the by-laws of the Association. Upon presentation to the Secretary of a petition signed by a minimum of thirty (30%) of the members, irregardless of the number of lots owned by any member, providing the language of any proposed amendment to these Covenants and Restrictions of this Declaration the Board of Directors

shall determine if outside legal review of the proposed amendment is necessary and shall arrange for such review. Following any such outside legal review and changes recommended by such review, the Board of Directors shall approve the proposed language as to form. Upon such approval, the Secretary shall place the amendment before the membership of the association for voting as prescribed in Section 3.04. Any amendments so approved shall be effective the first of the month following 20 days after the conclusion of the voting period on any amendment.

Should the State of Texas or other government having jurisdiction place in effect any law, ordinance, or rule in conflict with these Covenants and Restrictions the law, ordinance or rule shall supersede these Covenants and Restrictions. The Board of Directors, by unanimous vote at a duly called open meeting, may adopt a proposed amendment to these Covenants and Restrictions solely to make these Covenants and Restrictions comply with the law, ordinance, or rule. Upon such vote by the Board of Directors, the Secretary shall notify all Members of the vote of the Board of Directors. Such notice shall provide Members with the proposed amended language approved by the Board of Directors. Should the Secretary within 30 days of the notice to Owners of the action of the Board of Directors receive notice from at least five (5) % of the Members, irrespective of the number of Lots owned by any Member, of opposition to the proposed amendatory language, then the action of the Board of Directors will have no effect. If the Secretary does not receive notice of opposition to the proposed amendatory language within 30 days of the notice to Members of the action of the Board of Directors, these Covenants and Restrictions are amended as approved by the Board of Directors with an effective date of such amendment being the 1st day of the month following 45 days after the provision of the notice of proposed amended language approved by the Board of Directors to the Members.

12.05 Enforcement. Enforcement of these Covenants and Restrictions shall be by proceeding initiated by the Board against any person or persons violating or attempting to violate any Covenant or Restriction

contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. Failure by any party to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party. Further, with respect to any litigation brought against the ACC, the Board, or any of their Members or representatives arising out of any action, failure to act or performance or non-performance of duties imposed hereby by the ACC, the Board or their Members or representatives, the ACC, the Board and/or their Members or representatives, so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them unless the ACC, the Board or their Members or representatives shall specifically be adjudicated liable to any such claimant.

12.06 Imposition of Violation Fines. In the event that any person fails to cure or fails to commence and proceed with diligence to completion, the work necessary to cure any violation of the Covenants and Restrictions contained herein within ten (10) days or other reasonable time specified in the notice after receipt of written notice by certified mail from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") in accordance with its approved fee and fine schedule. Any Violation Fines together with interest at the highest lawful rate per annum and any costs of collection including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made. Before any enforcement action, the provisions of Sec. 209.006. of the Texas Property Code must be followed. Sec. 209.006 provides that:

(a) Before the Association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the association, or report any

delinquency of an owner to a credit reporting service, the association or its agent must give written notice to the owner by certified mail.

(b) The notice must:

(1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner;

(2) except as provided by Subsection (d), inform the owner that the owner:

(A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety;

(B) may request a hearing under Section 209.007 on or before the 30th day after the date the notice was mailed to the owner; and

(C) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the owner is serving on active military duty;

(3) specify the date by which the owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and

(4) be sent by verified mail to the owner at the owner's last known address as shown on the association records.

(c) The date specified in the notice under Subsection (b)(3) must provide a reasonable period to cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety.

(d) Subsections (a) and (b) do not apply to a violation for which the owner has been previously given notice under this section and the opportunity to exercise any rights available under this section in the preceding six months.

(e) If the owner cures the violation before the expiration of the period for cure described by Subsection (c), a fine may not be assessed for the violation.

(f) For purposes of this section, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.

(g) For purposes of this section, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this subsection, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

(h) The following are examples of acts considered uncurable for purposes of this section:

- (1) an act constituting a threat to health or safety;
- (2) a noise violation that is not ongoing;
- (3) property damage, including the removal or alteration of landscape; and

(i) The following are examples of acts considered curable for purposes of this section:

- (1) a parking violation;
- (2) a maintenance violation;
- (3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- (4) an ongoing noise violation such as a barking dog.

Sec. 209.007 of the Texas Property Code provides that:

(a) Except as provided by Subsection (d) and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to

submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.

(b) The Association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the Association may make an audio recording of the meeting.

(d) The notice and hearing provisions of Section 209.006 and this section do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 209.006 and this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

(e) An owner or property owners' association may use alternative dispute resolution services.

(f) Not later than 10 days before the association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.

(g) If an association does not provide a packet within the period described by Subsection (f), an owner is entitled to an automatic 15-day postponement of the hearing.

(h) During a hearing, a member of the board or the association's designated representative shall first present the association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

12.07 Severability. If any one of these Covenants and Restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenants and Restrictions shall not be affected thereby.

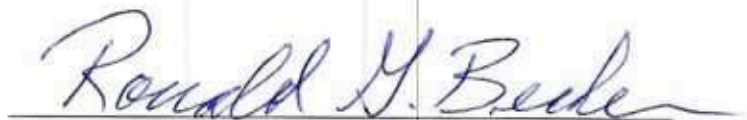
12.08 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

12.09 Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when e-mailed to the Owner or when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the last known address of the person who appears as the Owner on the records of the Association at the time of such mailing. Notices to the entire membership may be sent by e-mail to each owner who has registered an e-mail address with the Association.

12.10 Disputes. Matters of dispute or disagreement between Owners with respect to the interpretation or application of the provisions of this Declaration, or the Association Bylaws shall be determined by the Board. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

IN WITNESS WHEREOF, the undersigned Secretary of the Association certifies the written consent has been received of the requisite number of Owners of Lots within Bourland Field Estates Owners of Lots within Bourland Field to this Sixth Amendment To The Declaration of Covenants, Conditions and Restrictions For Bourland Field Estates and authorizing the Secretary of the Association to execute and file this document necessary to effectuate this Sixth Amendment To the Declaration of Covenants, Conditions and Restrictions for Bourland Field Estates in the Real Records of Parker County, Texas.

I hereby certify that the undersigned owners of Lots in Bourland Field Estates represent not less than sixty seven (67%) of the owners and that in compliance with the governing documents of the Bourland Field Estates Homeowners' Association, Inc. this Sixth Amendment to the Declaration of Covenants, Condition and Restrictions for Bourland Field Estates is made and effective as of December 1, 2021.

A handwritten signature in blue ink, reading "Ronald G. Becker", is written over a horizontal line.

Ronald G. Becker, Secretary

Bourland Field Estates Homeowners'
Association, Inc.

STATE OF TEXAS

COUNTY OF HOOD

BEFORE ME, the undersigned authority, on this day personally appeared Ronald G. Becker in his official capacity as Secretary of Bourland Field Homeowners' Association, Inc., known to me to be the person who name is subscribed to the forgoing instrument, and acknowledged to me that he has read and fully understood the same and that he executed the above certification on behalf of Bourland Field Estates Homeowners' Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of November, 2021.



Notary Public in and for the State of Texas



After Recording Return To:

Ron Becker, Secretary

Bourland Field Estates
Homeowners' Association,
Inc.

111 Concorde Cir.

Cresson, Texas 76035

EXHIBIT A



TABLE OF BEARINGS

BASIS OF BEARINGS IS N 31° 29' 02" E, WHICH IS THE CALLED BEARING FOR THE EAST LINE OF U.S. HWY 377 ACCORDING TO THE RIGHT-OF-WAY MAPS ON FILE AT THE TEXAS DEPT. OF TRANSPORTATION, FT. WORTH, TEXAS

DATE 08/13/2003 BY 2116 1602

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Robert M. Castoreo, a Registered Professional Land Surveyor, licensed by the State of Texas, hereby certifies that this plat was prepared by him or under his direct supervision and that he is a duly licensed Professional Land Surveyor in the State of Texas. This plat is a true and correct representation of the survey made by him or under his direct supervision and is an accurate representation of that survey made by him or under his direct supervision.



APPROVED DATE 06/16/03

PARKER COUNTY COMMISSIONER

COUNTY JUDGE

COUNTY COMMISSIONER

PRECINCT ONE

PRECINCT TWO

PRECINCT THREE

PRECINCT FOUR

OWNER/DEVELOPER

35% DEVELOPMENT CORPORATION
17511 HWY 377 SOUTH
FORT WORTH, TEXAS 76126
(817) 443-0375

SURVEYOR

MAKI AND ASSOCIATES, INC.
P.O. BOX 14293
ARLINGTON, TEXAS 76094
(817) 274-6883

LOT 12R, BLOCK 1
BOURLAND FIELD ESTATES
PARKER COUNTY, TEXAS

BEING ALL OF LOTS 12 AND 13, BLOCK 1
BOURLAND FIELD ESTATES
ACCORDING TO THE PLAT RECORDED
IN CABINET B, MAP 354 OF THE PLAT
RECORDS OF PARKER COUNTY,
TEXAS

ACCT. NO. 101640
SCH. DIST. 5B
CITY C.O.
MAP NO. M-23

PLAT CAB C-18

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

202146292

11/29/2021 10:45 AM

Fee: 222.00

Lila Deakle, County Clerk

Parker County, Texas

DECLARE