**Kaufman County**
**Laura Hughes**
**County Clerk**

# Instrument Number: 2023-0003118

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**STATE OF TEXAS**
**COUNTY OF KAUFMAN**
**I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.**

Laura Q. Hughes

**Laura Hughes, County Clerk**

**Recorded By:** Beatriz Sauceda **, Deputy**

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

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**Record and Return To:**
WINSTEAD PC - AUSTIN
401 CONGRESS AVENUE, SUITE 21
AUSTIN, TX 78701

#2023-0003118

**AFTER RECORDING RETURN TO:**
**KRISTI E. STOTTS, ESQ.**
**WINSTEAD PC**
**401 CONGRESS AVE., SUITE 2100**
**AUSTIN, TEXAS 78701**
**EMAIL: KSTOTTS@WINSTEAD.COM**

# EASTLAND

## DEVELOPMENT AREA DECLARATION
## [*RESIDENTIAL*]

*Kaufman County, Texas*

**DECLARANT: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,**
a Texas limited partnership

**Cross reference to Eastland Master Covenant [*Residential*], recorded as Document No. 2023-0003113 in the Official Public Records of Kaufman County, Texas.**

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# EASTLAND

## DEVELOPMENT AREA DECLARATION
## [*RESIDENTIAL*]

This Development Area Declaration for Eastland [*Residential*] (this "**Development Area Declaration**") is made by **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership (the "**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously Recorded that certain Eastland Master Covenant [*Residential*], recorded as Document No. 2023-0003113 in the Official Public Records of Kaufman County, Texas (the "**Covenant**").

B. Pursuant to the Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Applicability in accordance with *Section 9.5* of the Covenant, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Covenant.

C. Declarant and KL LHB DSD AIV LLC, a Delaware limited liability company ("**Development Owner**") are the current record title owners of the Development Area. Development Owner executes this Development Area Declaration to evidence its consent to the terms and provisions of this Development Area Declaration.

**A Development Area is a portion of Eastland which is subject to the terms and provisions of the Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Covenant.**

D. Upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the "**Development Area**."

**NOW, THEREFORE**, it is hereby declared: (i) those portions of the Property as and when made subject to this Development Area Declaration by the filing of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or

any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Development Area Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

## ARTICLE 1
## DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Development Area Declaration have the meanings hereinafter specified:

"**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

Any other capitalized terms used but not defined in this Development Area Declaration will have the meanings given to such terms in the Covenant.

## ARTICLE 2
## USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

**2.1 Single Family Use Restrictions.** The Development Area will be used solely for single-family residential purposes.

No professional, business, or commercial activity to which the general public is invited will be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with Applicable Law; (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Development Area; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity

is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Area as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor the Lot will be considered open to the public. The terms "business" and "trade", as used in this provision, will be construed to have their ordinary, generally accepted meanings and will 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: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a residence in compliance with *Section* 2.2 will not be considered a business or trade within the meaning of this subsection. This subsection will not apply to any activity conducted by the Declarant, Development Owner, or a Homebuilder.

Notwithstanding any provision in this Declaration to the contrary, until the expiration or termination of the Development Period:

(i) Declarant, Development Owner and/or their respective licensees may construct and maintain upon portions of the Common Area or Special Common Area, and any Lot owned by the Declarant or Development Owner such facilities and may conduct such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant, Development Owner and/or their respective licensees have an easement over and across the Common Area and Special Common Area for access and use of such facilities at no charge; and

(ii) Declarant, Development Owner and/or their respective licensees will have an access easement over and across the Common Area and Special Common Area for the purpose of making, constructing and installing improvements to the Common Area and Special Common Area.

**2.2** **Rentals**. No portion of the Development Area may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the primary residence constructed on a Lot may be leased for residential purposes for a lease term of no less than thirty (30) days. All leases will be in writing. The Owner must provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence.

**2.3 Rubbish and Debris**. As determined by the Eastland Reviewer, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association. The restrictions in this *Section 2.3* shall not apply to any portion of the Property owned by Declarant, Development Owner or any Homebuilder, or to any activities conducted by Declarant, Development Owner or any Homebuilder.

**2.4 Trash Containers**. Trash containers and recycling bins must be stored in one of the following locations: (i) inside the garage of the residence; or (ii) behind or on the side of a residence in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent residence, e.g. behind a privacy fence or other appropriate screening. The Eastland Reviewer will have the right to specify additional locations in which trash containers or recycling bins must be stored. The restrictions and limitations in this *Section 2.4* shall not apply to Declarant, Development Owner or their respective agents, employees or designees.

**2.5 Unsightly Articles; Vehicles**. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment will be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No racing vehicles or any other vehicles (including, without limitation, motorcycles or motor scooters) that are inoperable or do not have a current license tag may be visible on any Lot or may be parked on any roadway within the Development. Motorcycles must be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than: (i) in enclosed garages; and (ii) behind a fence so as to not be visible from any other portion of the Development Area is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service

or to make a delivery to a residence. The restrictions and limitations in this *Section 2.5* shall not apply to Declarant, Development Owner or their respective agents, employees or designees.

**2.6 Outside Burning**. No exterior fires are permitted with the exception of barbecues, outside fireplaces, braziers and incinerator fires that are contained within facilities or receptacles and in areas designated and approved by the Eastland Reviewer. No Owner may permit any condition upon its portion of the Development Area which creates a fire hazard or violates Applicable Law.

**2.7 Hazardous Activities**. No activities may be conducted on or within the Development Area and no Improvements may be constructed on or within any portion of the Development Area which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Development Area unless discharged in conjunction with an event approved in advance by the Eastland Reviewer and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

**2.8 Animals - Household Pets**. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Development Area (as used in this paragraph, the term "domestic household pet" does not include non-traditional pets such pot-bellied pigs, miniature horses, chickens, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on such Owner's or Occupant's Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Board may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in front yards, porches or other unenclosed outside areas of the Lot. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions,

the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

**2.9 Maintenance**. Except for any Lot owned by Declarant or Development Owner, the Owners of each Lot will jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, will determine whether a violation of the maintenance obligations set forth in this Section has occurred. Such maintenance includes, but is not limited to the following, which must be performed in a timely manner, as determined by the Board, in its sole discretion:

(i) Prompt removal of all litter, trash, refuse, and wastes.

(ii) Lawn mowing and edging.

(iii) Tree and shrub pruning.

(iv) Watering.

(v) Keeping exterior lighting and mechanical facilities in working order.

(vi) Keeping lawn and garden areas alive, free of weeds, and attractive.

(vii) Keeping planting beds free of turf grass.

(viii) Keeping sidewalks and driveways in good repair.

(ix) Complying with Applicable Law.

(x) Repainting of Improvements.

(xi) Repair of exterior damage, and wear and tear to Improvements.

**2.10 Antennas**. Except as expressly provided below, no exterior radio or television Antennas or aerial or satellite dish or disc, nor any Solar Energy Device, may be erected, maintained or placed on a Lot without the prior written approval of the Eastland Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (a) through (c) are referred to herein as the **"Permitted Antennas"**) may be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Eastland Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant, Development Owner and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

(iv) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Eastland Reviewer are as follows:

(A) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(B) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Eastland Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

**Satellite dishes one meter or less in diameter, *e.g.*, DirecTV or Dish satellite dishes, are permitted; HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Eastland Reviewer from time to time. Please contact the Eastland Reviewer for the current rules regarding installation and placement.**

**2.11** Signs. Unless otherwise permitted by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Eastland Reviewer, except for:

2.11.1 Declarant and Development Owner Signs. Signs erected by the Declarant or Development Owner or erected with the advance written consent of the Declarant;

2.11.2 Security Signs. One small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

2.11.3 Permits. Permits as may be required by Applicable Law;

2.11.4 Sale or Rental Signs. One (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign will be limited to: (i) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4'); and (iii) the sign must be removed within two (2) business days following the sale or lease of the Lot;

2.11.5 Candidate or Measure Signs. Candidate or measure signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or measure. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited; and

2.11.6 No Soliciting Signs. A "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Except for signs which are erected by the Declarant or Development Owner or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot. The restrictions and limitations in this *Section 2.11* shall not apply to any signs installed or used by Declarant, Development Owner or their respective agents, employees or designees.

**2.12** Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below.

2.12.1 Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university (**"Permitted Flag"**) and is permitted to install a flagpole no more than five feet (5') in length

affixed to the front of a residence near the principal entry or affixed to the rear of a residence (**"Permitted Flagpole"**). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Eastland Reviewer. Approval by the Eastland Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot (**"Freestanding Flagpole"**). To obtain approval of any Freestanding Flagpole, the Owner shall provide the Eastland Reviewer with the following information: (i) the location of the Freestanding Flagpole to be installed on the Lot; (ii) the type of Freestanding Flagpole to be installed; (iii) the dimensions of the Freestanding Flagpole; and (iv) the proposed materials of the Freestanding Flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner. The Flagpole Application shall be submitted in accordance with the provisions of *Article 6* of the Covenant.

2.12.2 Installation and Display. With the exception of flags displayed on Common Area or any Lot which is being used for marketing purposes by Declarant, Development Owner, or a Homebuilder, unless otherwise approved in advance and in writing by the Eastland Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles installed in accordance with the Flagpole Application, must comply with the following, with the exception of flags displayed on Common Area or any Lot or Condominium Unit which is being used for marketing purposes by the Declarant, a Residential Developer, a Homebuilder or Development Owner:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3' x 5');

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(vii) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(viii) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which will not be aimed towards or directly affect any neighboring Lot. Such illumination will also comply with the outdoor lighting restrictions set forth in the Documents; and

(ix) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

**2.13 Tanks**. The Eastland Reviewer must approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG), and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot within the Development Area without the advance written approval of the Eastland Reviewer. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the Eastland Reviewer. This provision will not apply to a tank used to operate a standard residential gas grills, nor will it apply to barrels used as part of a Rainwater Harvesting Systems with a capacity of less than 50 gallons, so long as such barrels are actively being used for rainwater collection and storage.

**2.14 Temporary Structures**. No tent, shack, or other temporary building, Improvement, or structure must be placed upon the Development Area without the prior written approval of the Eastland Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for Declarant, Development Owner, Homebuilders, architects, and foremen during actual construction may be maintained with the prior approval of the Declarant (unless placed by the Declarant or Development Owner), approval to include the nature, size, duration, and location of such structure.

**2.15 Mobile Homes, Travel Trailers and Recreational Vehicles**. No mobile homes, travel trailers or recreational vehicles may be parked or placed on any street, right of way, Lot or used as a residence, either temporary or permanent, at any time. However, such vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Eastland Reviewer or allowed pursuant to *Section 9.2* of the Covenant will be permitted.

**2.16 Party Wall Fences**. A fence or wall located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a "**Party Wall**". To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto. Party Walls will also be subject to the following:

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

2.16.2 Right to Repair. If the Party Wall is damaged or destroyed from any cause, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the other Owner or Owners that the wall serves will thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Eastland Reviewer in accordance with *Article 6* of the Covenant.

2.16.3 Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Kaufman County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

2.16.4 Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Eastland Reviewer.

2.16.5 Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this *Section 2.16* (the "**Dispute**"), the parties must submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board will appoint a mediator. If the Dispute is not resolved by mediation, the Dispute will be resolved by binding arbitration.

Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board will appoint an arbitrator. The decision of the arbitrator will be binding upon the parties and will be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the cost of obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

**2.17 No Warranty of Enforceability**. Neither Declarant nor Development Owner makes any warranty or representation as to the present or future validity or enforceability of the Documents. Any Owner acquiring a Lot in reliance on one or more of the Documents will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant and Development Owner harmless therefrom.

**2.18 Water Quality Facilities, Drainage Facilities and Drainage Ponds**. The Development Area may include one or more water treatment plant, waste water treatment plant, water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Development Area and are inspected, maintained and administered by a Municipal Utility District ("**MUD**") in accordance with all Applicable Law. Access to these facilities and ponds is limited to persons engaged by the Association or the MUD to periodically maintain such facilities. Each Owner is advised that the water treatment plant, waste water treatment plant, water quality facilities, sedimentation, drainage and detention facilities, and ponds are an active utility feature integral to the proper operation of the Development Area and may periodically hold standing water. Each Owner is advised that entry into the water treatment plant, waste water treatment plant, water quality facilities, sedimentation, drainage and detention facilities, or ponds may result in injury and is a violation of the Documents

**2.19 Owner's Obligation to Maintain Street Landscape**. Except for any Lot owned by Declarant or Development Owner, each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the edge of the pavement of any adjacent public right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining

the ST Landscape Area or any portion thereof has been assumed by the Association, in the Board's sole discretion, in a Recorded written instrument identifying all or any portion of the ST Landscape Area to be maintained (the "**Association Landscape Area**"). If the Association assumes such responsibility as set forth herein, Owner may neither perform any maintenance in the Association Landscape Area nor construct any Improvements therein. Otherwise specifically, and not by way of limitation, each Owner, at such Owner's sole cost and expense, will be required to maintain, irrigate and replace any trees located within the ST Landscape Area. No landscaping, including trees, may be removed from or installed within the ST Landscape Area without the advance written consent of the Board. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's ST Landscape Area, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

**2.20** **Compliance with Documents**. Each Owner, his or her family, occupants of a Lot, and the Owner's tenants, guests, invitees, and licensees will comply strictly with the provisions of the Documents as the same may be amended from time to time. Failure to comply with any of the Documents will constitute a violation of thereof and may result in a fine against the Owner in accordance with *Section 5.14* of the Covenant, and will give rise to a cause of

action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the Eastland Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, either the Board or the Eastland Reviewer may (but neither will be obligated to) remedy or attempt to remedy any violation of any of the provisions of Documents, and the Owner whose violation has been so remedied will be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot will be secured by the liens reserved in the Development Area Declaration and/or the Covenant for Assessments and may be collected by any means provided in the Development Area Declaration and/or the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner will release and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

**2.21 Insurance Rates**. Nothing may be done or kept on the Development Area that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area or Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

**2.22 Release**. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, DECLARANT, DEVELOPMENT OWNER, THE EASTLAND REVIEWER AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON AREA OR SPECIAL COMMON AREA.

Neither the Association, Declarant nor Development Owner will assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Common Area or Special Common Area, and in no circumstance will words or actions by the Association, Declarant or Development Owner constitute an implied or express representation or warranty regarding the fitness or condition of any Common Area or Special Common Area.

## ARTICLE 3
## CONSTRUCTION RESTRICTIONS

**3.1 Construction of Improvements.** Unless prosecuted by the Declarant or Development Owner, no Improvements of any kind may hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Eastland Reviewer in accordance with the Covenant. Pursuant to *Section 6.4* of the Covenant, the Eastland Reviewer may adopt Design Guidelines applicable to the Development Area. If adopted, all Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Eastland Reviewer as authorized by the Covenant; provided, however, that for so long as the Development Owner owns any Lot or portion of the Property, any supplement, modification, amendment or restatement of the Design Guidelines must have the prior written approval of the Development Owner.

**3.2 Utility Lines.** Unless otherwise approved by the Eastland Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, may be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same is contained in conduits or cables constructed, placed or maintained underground, concealed in or under buildings or other structures.

**3.3 Garages.** All garages, carports and other open automobile storage units must be approved in advance of construction by the Eastland Reviewer. No garage may be permanently enclosed or otherwise used for habitation. The garage requirements for each residence are set forth in the Design Guidelines.

**3.4 Fences.** No fence may be constructed on the Development Area without the prior written consent of the Eastland Reviewer. All fences must strictly comply with Applicable Law and the requirements of the Design Guidelines, if adopted, unless a variance is obtained pursuant to the Covenant. Unless otherwise approved by the Eastland Reviewer, no fence, wall or hedge will be erected or maintained on any Lot nearer to the street than the front elevation of the residence constructed on the Lot, except for fences erected in conjunction with the model homes or sales offices. The Eastland Reviewer will have the sole discretion to determine the front elevation of the residence for the purpose of this *Section 3.4*. No chain-link, metal cloth or agricultural fences may be installed or maintained on a Lot, except by Declarant or Development Owner. Each Owner must maintain all fences on such Owner's Lot in good condition, including but not limited to periodically re-staining all fences using stain substantially similar to the stain applied to the fences as originally constructed by Declarant, Development Owner or Homebuilder. Additional fencing requirements for each residence constructed on a Lot may be set forth in the Design Guidelines, if adopted.

3.5 **Driveways**. The design, construction material, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Eastland Reviewer. Each Owner will be responsible, at such Owner's sole cost and expense, for properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) maintaining and repairing the driveway on such Owner's Lot.

3.6 **Roofing**. All roofing material must be approved in advance of construction by the Eastland Reviewer. In addition, roofs of buildings may be constructed with "Energy Efficiency Roofing" with the advance written approval of the Eastland Reviewer. For the purpose of this Section, "**Energy Efficiency Roofing**" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The Eastland Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the Development Area; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Documents. In conjunction with any such approval process, the Owner should submit information which will enable the Eastland Reviewer to confirm the criteria set forth in this Section. Any other type of roofing material will be permitted only with the advance written approval of the Eastland Reviewer.

3.7 **HVAC Location**. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise approved in advance by the Eastland Reviewer. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other residence, Common Area, or Special Common Area. All HVAC units must be screened in a manner approved in advance by the Eastland Reviewer, or as otherwise set forth in the Design Guidelines.

3.8 **Solar Energy Device**. Solar Energy Devices may be installed with the advance written approval of the Eastland Reviewer, or after the expiration or termination of the Development Period the ACC, in accordance with the procedures and requirements set forth below:

3.8.1 Application. To obtain approval of a Solar Energy Device, the Owner will provide the Eastland Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application must be submitted in accordance with the provisions of *Article 6* of the Covenant.

3.8.2 Approval Process. The Eastland Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Covenant. The Eastland Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.8.3* below **UNLESS** the Eastland Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.8.3*, creates a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Eastland Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section* when considering any such request.

3.8.3 Approval Conditions. Unless otherwise approved in advance and in writing by the Eastland Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device is located on the roof of the residence, the Eastland Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) percent above the energy production of the Solar Energy Device if installed in the location designated by the Eastland Reviewer. If the Owner desires to contest the alternate location proposed by the Eastland Reviewer, the Owner should submit information to the Eastland Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device is located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

**3.9 Rainwater Harvesting Systems**. Rainwater Harvesting Systems may be installed with the advance written approval of the Eastland Reviewer.

3.9.1 Application. To obtain Eastland Reviewer approval of a Rainwater Harvesting System, the Owner must provide the Eastland Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

3.9.2 Approval Process. The decision of the Eastland Reviewer will be made in accordance with *Article 6* of the Covenant. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this Section when considering any such request.

3.9.3 Approval Conditions. Unless otherwise approved in advance and in writing by the Eastland Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System will be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Eastland Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Eastland Reviewer.

3.9.4 Guidelines. If the Rainwater Harvesting System is installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the Eastland Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, such application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, Special Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, any additional requirements imposed by the Eastland Reviewer to regulate the size, type, shielding of, and materials used in the construction of the

Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Eastland Reviewer.

**3.10 Xeriscaping**. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Eastland Reviewer. All Owners implementing Xeriscaping must comply with the following:

3.10.1 Application. Approval by the Eastland Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Eastland Reviewer for Xeriscaping, the Owner must provide the Eastland Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Eastland Reviewer is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the Eastland Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

3.10.2 Approval Conditions. Unless otherwise approved in advance and in writing by the Eastland Reviewer each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Eastland Reviewer. For purposes of this *Section 3.10.2(i)*, "aesthetically compatible" will mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Eastland Reviewer determines that: (A) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or (B) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

(ii) No Owner may install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard.

(iii) The Xeriscaping may not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Eastland Reviewer.

3.10.3 Process. The decision of the Eastland Reviewer will be made within a reasonable time, or within the time period otherwise required by the specific provisions in the Design Guidelines, if adopted, or other provisions in the Documents that govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.10* when considering any such request.

3.10.4 Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Eastland Reviewer installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Eastland Reviewer may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Eastland Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application will be at the Owner's sole cost and expense.

**3.11 Design Criteria – Lots Within 300 Feet of F.M. 741.** All residences and other buildings constructed on Lots within 300 feet of F.M. 741 shall substantially comply, in all material respects, with the design criteria and architectural guidelines attached hereto and incorporated herein as Exhibit "A" ("**Heartland Design Criteria**"). All other residences and other buildings constructed within the Development Area shall not be subject to the Heartland Design Criteria.

## ARTICLE 4
## DEVELOPMENT

**4.1 Notice of Applicability**. Upon Recording, this Development Area Declaration serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the filing of a Notice of

Applicability in accordance with *Section 9.5* of the Covenant describing such Property by a legally sufficient description and expressly providing that such Property will be subject to the terms, covenants conditions, restrictions and obligations of this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a Notice of Applicability filed pursuant to *Section 9.5* of the Covenant containing the following provisions:

(i) A reference to this Development Area Declaration, which will include the recordation information thereof;

(ii) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(iii) A legal description of the added land.

Notwithstanding the foregoing, for so long as Development Owner owns any Lot or portion of the Development Area, any addition of land to the Property shall require the prior written consent of Development Owner.

**4.2 Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(i) A reference to this Development Area Declaration, which will include the recordation information thereof;

(ii) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(iii) A legal description of the withdrawn land.

Notwithstanding the foregoing, for so long as Development Owner owns any Lot or portion of the Development Area, any withdrawal of land from the Property shall require the prior written consent of Development Owner.

**4.3 Assignment of Declarant's Rights.** Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its rights, privileges, authorizations, options, reservations, easements, exemptions and/or duties under this Development Area Declaration to any person or entity and

may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder; provided, however, that for so long as Development Owner owns any Lot or portion of the Property, any assignment of the Declarant's rights under this Development Area Declaration shall require the prior written consent of Development Owner. Any purported assignment without such consent from Development Owner shall be deemed void and of no force and effect. Notwithstanding the foregoing, in the event the Option Agreement is terminated prior to the purchase by Declarant from Development Owner of all of the Lots, as evidenced by the Recording of a notice of termination of Option Agreement, Development Owner shall, upon Recordation of an Assignment of Declarant Rights or similar instrument by Development Owner (if elected by Development Owner at its option), automatically become the Declarant under this Development Area Declaration, in which event all references to "Declarant" shall thereafter mean and refer only to Development Owner or its successors or assigns, and after which event **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership (or its successors or assigns) shall no longer be the Declarant under this Development Area Declaration; provided, however, that Development Owner shall not be liable to any Owner, Member or any other person for any act or omission of Declarant including, without limitation, Declarant's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by Declarant hereunder or as may otherwise be required by statute or at law, arising prior to the date Development Owner succeeds to Declarant's rights hereunder, and only in such event Development Owner shall assume the obligations under this Development Area Declaration only for matters and obligations arising or to be performed from and after the date Development Owner succeeds to Declarant's rights hereunder, and Development Owner is hereby released and discharged from any and all obligations under this Development Area Declaration accruing prior to the date Development Owner succeeds to Declarant's rights hereunder.

## ARTICLE 5
## GENERAL PROVISIONS

**5.1 Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the portion of the Property described in a Notice of Applicability Recorded pursuant to *Section 9.5* of the Covenant or in any Recorded notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant and Development Owner, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2083, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a

meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence will in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this Section, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this Section to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants, as of the date this Development Area Declaration is Recorded, of King Charles III, King of England.

**5.2 Amendment.** This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; (ii) by a Majority of the Board, for the purpose of meeting the requirements, standards, or recommended guidelines of an institutional or governmental lender to enable such lender to make or purchase mortgage loans on the Lots, provided such amendment has been approved by Declarant (until expiration or termination of the Development Period); or (iii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence will in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.2*, it being understood and agreed that any such amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period. No amendment may affect Declarant's rights under this Development Area Declaration without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. For so long as Development Owner owns any Lot or portion of the Property, any amendment to the Documents, including but not limited to this Development Area Declaration, shall require the prior written consent of Development Owner or its designated successors and/or assigns. Any purported amendment without such approval shall be deemed void and of not force and effect unless subsequently approved by a written consent signed by Development Owner or such designated successor and/or assign and Recorded.

**5.3 Interpretation.** The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this

Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

**5.4 Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

**5.5 Enforcement and Nonwaiver.** Declarant, Development Owner and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association, the Declarant and/or Development Owner may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by Declarant, Development Owner or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure of the Association, the Declarant or the Development Owner to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

**5.6 Severability.** If any provision of this Development Area Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Development Area Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

**5.7 Captions.** All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

**5.8 Conflicts.** If there is any conflict between the provisions of the Covenant, the Certificate, the Bylaws, or any Rules adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of the Covenant will govern.

**5.9 Higher Authority.** The terms and provisions of this Development Area Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Development Area Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

**5.10** **Acceptance by Owners**. Each Owner of a Lot, Condominium Unit, or other real property interest in the Development Area, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Development Area Declaration or to whom this Development Area Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder (including, without limitation, Development Owner) will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development Area, and will bind any person having at any time any interest or estate in the Development Area, and will inure to the benefit of each Owner in like manner as though the provisions of this Development Area Declaration were recited and stipulated at length in each and every deed of conveyance.

*[SIGNATURE PAGE TO FOLLOW]*

EXECUTED to be effective the 6th day of February, 2023.

**DECLARANT:**

**LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,**
a Texas limited partnership

By: U.S. Home LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), its General Partner

By: Jennifer Ellis
Printed Name: Jennifer Ellis
Title: Authorized Agent

THE STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 6th day of February, 2023, by Jennifer Ellis, Authorized Agent of U.S. Home LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), general partner of Lennar Homes of Texas Land and Construction, LTD., a Texas limited partnership, on behalf of said entities.

(SEAL)

LAURA LYNN SALGADO
Notary ID #125169119
My Commission Expires
January 18, 2025

Notary Public Signature

The undersigned executes this Development Area Declaration solely for the purpose of evidencing its consent to the terms and provisions of this Development Area Declaration. Such joinder shall not be deemed to impose any liabilities, duties or obligations of Declarant on Development Owner, nor shall such joinder be construed as confirming the legality or enforceability of any provisions of this Development Area Declaration.

**ACKNOWLEDGED AND AGREED:**

**KL LHB DSD AIV LLC,**
a Delaware limited liability company

By: _____
Printed Name: Ryan Mott
Title: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Arizona
COUNTY OF Maricopa
On February 6, 2023, before me, Nathan Holt
(here insert name and title of the officer)

personally appeared Ryan Mott, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nathan Holt
(signature)

(Seal)

Notary Public State of Arizona
Maricopa County
Nathan Holt
My Commission Expires 10/30/2026
Commission Number 635526

**EXHIBIT "A"**

**HEARTLAND DESIGN CRITERIA**

## Construction Requirements

Kaufman County, Texas

ONLY APPLIES TO LOTS/HOMES
WITHIN 300 FT. OF FM741

# DESIGN CRITERIA

# AND

# ARCHITECTURAL GUIDELINES

**For Single-Family Development**

*January 21 2021*

**HEARTLAND**
**DESIGN CRITERIA AND CONSTRUCTION GUIDELINES**
**for Single-Family Development**

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## *2.0 ARCHITECTURAL DESIGN*

### 2.1 General Design and Configuration

Lennar has the right to use their plans and specifications for all homes it will construct in the Property provided:

1. There shall be at least two (2) Lots on the same side and opposite side of the street between Lots with houses using the same, or substantially the same, floor plan and/or elevation;
2. There shall be at least one (1) Lot on the opposite side of the street between Lots with houses using the same floorplan, but having different exterior elevations and brick; and
3. No houses with the same or substantially the same exterior elevations or brick shall be constructed on Lots directly across the street from each other, at "T" intersections where homes are visible from each other or within a cul-de-sac.

**See Exhibit D for Frequency of the same plan, elevation, and brick.**

### 2.2 Materials and Colors

No Queen size or undersized bricks are permitted. Painted, glazed or reclaimed brick are permitted.

Stone left with a natural patina is permitted. Cultured Stone is permitted provided it matches the approved natural stone selections.

**A) All lots within 300 feet of FM 741 will comply with the following:**

1. One-story homes must be 100% brick on the front and sides of the home when not backing to FM 741.
2. Two-story homes must be 100% brick on the front and sides of the home when not backing to FM 741.
3. The front face of homes must comprise of 25% openings, which may include entry door, garage door, dormers, and windows.
4. On corner lots, the side of the home facing the adjacent street must comprise of 10% openings, which may include doors, windows, or dormers or other approved architectural feature to break up a solid brick wall.

All wood columns and shutters must be either stained or painted to match the trim.

Lots backing or siding to F.M. 741, must be 100% brick on all sides, except above roofs or prohibited by code.

Either Stucco or Hardiplank siding will be allowed above roof lines

### 2.3 Roof Construction and Materials

1. A minimum of 8:12 slope roof pitch is set as a standard.
2. Porches on a two-story home may be 4:12. However, no flat roofs are allowed as a major structural element.

3. Minimum 25-year warranty composition shingle is required, with colors approved by Declarant prior to installation.
4. Fascia must be a minimum of six inches (6") deep. No metal fascia is permitted.
5. The color of all shingles may vary.
6. Frieze molding shall be a nominal six inches (6") and soffits a nominal 12".

**2.4 Garages Facing Public Streets and Alleys**

1. For all homes, garages shall be at least two (2) cars. Three car garages are permitted.
2. All garage doors shall be compatible with the exterior design of the homes and have raised or decorative panels (no flat panels permitted).

**2.5 Roof Accessories**

**A) Stacks and Vents**

1. Plumbing stacks and roof vents must be painted to match roofing colors.

**B) Flashing, Gutters and Downspouts**

1. Exposed flashing and downspouts must be painted to blend with the adjacent materials.
2. No unpainted attachment straps will be allowed.
3. Step flashing should be consistently applied with even steps of 90 degrees.
4. Straight line counter flashing matching the slope of the roof is recommended.
5. All flashing should be painted to blend with adjacent materials, not white or black.
6. Gutters or 12" soffits are required as per FHA/VA Guidelines.
7. Gutters if installed will be a metal seamless gutter system

**C) Chimneys**

1. All chimneys must meet Industry Safety Guidelines.
2. Chimneys located on the exterior of the home shall be constructed completely to the ground with a foundation so as not to appear cantilevered from the building.
3. Chimneys located on the front or side walls of the home the fireplace must be brick or direct vent. All chimneys will have an architectural terminus cap.
4. Chimneys located on an interior wall or the rear exterior wall of the home may be Hardiplank or direct vent.

**D) Skylights/Solar Appurtenances**

1. Flat skylights are required when installed on exposed, sloped roofs.
2. Bubble or pyramidal skylights are not permitted facing FM 741.
3. Skylight panels should be of a smoke or bronze color, not white.

**2.6 Inappropriate Materials**

Inappropriate use of materials and colors will not be allowed. Examples of such inappropriate exterior materials are concrete, plastic or simulated flowers, simulated brick materials, concrete

bricks (unless approved by Declarant prior to installation), plastic, and particle board siding materials or simulated stone, unless approved by Declarant. The Declarant has deemed the use of the following materials for predominant exterior finishes as incompatible with the design objectives.

1. Sheet Metal Siding
2. Painted Concrete, other than foundation
3. Mirrored Glass
4. Ceramic Tile
5. Brightly Colored Masonry
6. Clear or Gold Anodized Aluminum Windows
7. Certain types of Artificial Stone
8. Ferro-Cement Siding
9. Exposed Cinder Block
10. Concrete brick (any brick with surface applied, non-integral, color) **unless approved in writing by the Declarant.**
11. Vinyl or aluminum siding, except on soffits, porch and balcony ceilings
12. Log siding
13. Synthetic siding
14. Certain types of brick with non-integral colors

Limiting the number of finish materials and avoiding contrived combinations is required. Front facades on two-story homes shall be of limited materials (all brick, all siding, etc.) except where a change of material is required for structural reasons or architectural styling.

2.7 **Windows, Doors**

All windows shall be a minimum single or double hung vinyl or wood double pane windows.

Each residential façade facing FM 741 shall contain a minimum twenty-five percent (25%) windows or doors.

Pop-outs, reveals, insets, overhangs, screening devices and trim should define all window and door openings.

Windows should be clear, low energy thermopane windows. No reflective glass or reflective tinting may be used.

Mullions may be eliminated from windows.

.Shading structures are permitted only if they complement and enhance the general design.

All front doors should be compatible with the exterior design of the house and shall be a minimum of three feet (3') wide by Eight foot eight (8'0") in height. The front door shall be a raised panel door, a solid wood door or a leaded glass door.

2.8 **Landscape Design – See Exhibit G** for Landscape Plantings

All landscaping and irrigation required shall be installed by Purchaser and must be installed prior to home closing.

**A. Lawns**

All of the yard shall on all lots must be fully irrigated and sodded.

**B. Shrubs**

All Single-Family Detached Homes shall comply with the following planting requirements.

All 40'-49' lots shall have a minimum of: three (3) ten gallon, eight (8) five-gallon and five (5) one-gallon shrubs planted in the front yard of the lot.

All 50'-59' lots shall have a minimum of two (2) 6' foot shrubs, fourteen (14) three-gallon and ten (10) one-gallon shrubs planted in the front yard of the lot.

Corner Lots - In addition to the requirements for the interior lots above, all corner lots shall continue (on the side of the house facing the street) the shrub planting along the side of the home and the side yard fence with appropriate irrigation. The shrubs should be five (5) gallon in size and planted every 24 inches on center. The shrubs shall be kept trimmed behind the edge of the sidewalk. **Refer to Section 2.11.9 for fence placement.**

**C. Trees**

In front of each 40', 45' and 50' lot, one (1) three-inch (3") caliper (minimum) shade tree shall be planted within the street right-of-way. However, corner lots will have their front shade tree placed in the front yard of the lot, outside of the street right-of-way. In addition, corner lots must also have two (2) two and one-half inch (2 ½") caliper (minimum) shade trees planted along the side of the home within the street right-of-way, unless a stop sign is present in the right-of-way, then only one (1) side yard shade tree is required, 35'-50' from the rear lot corner.

Tree caliper is measured six inches (6") from the base of the tree at natural ground.

**Approved Large Shade Trees and Canopy Trees**

- Cedar Elm
- Chinese Pistache (Male Variety)
- Chinquapin Oak
- Live Oak
- Red Oak (Shumard), note that basic Red Oaks have not thrived in Heartland.
- Texas Ash
- Bigtooth Maple
- Paperbark Maple
- Trident/Shantung Maple
- Brandywine Maple

No trees shall be planted within 15 feet (15') of a corner curb return at street intersection, so as not to obstruct a future stop sign or street light.

All trees planted shall be limbed up to provide a minimum of 4' clear trunk from adjacent turf.

**2.10 Irrigation Design**

All lots shall have automatic irrigation systems installed for the entire yard.

1. All irrigation systems must be of an underground automatic type with pumps and controllers located in the garage.
2. All automatic irrigation systems are required to have head-to-head coverage or closer.
3. All irrigation systems shall have municipality approved back flow preventer devices.
4. "Pop-up" spray and rotary heads are encouraged for turf areas and drip irrigation is encouraged for bed areas.
5. Where exposed pipe extensions are necessary, they should be either copper or a dark color.
6. Irrigation heads should be placed to prevent spraying onto paved areas, onto amenities or into community buffer areas. Drip irrigation is the preferred method to minimize overspray
7. Heads should be placed adjacent to the curb and spray into yard whenever possible.
8. Drip irrigation is required for all tree wells.
9. Valve Boxes and lids will match the adjacent surface color. Tan or brown valve boxes for rock and mulch areas and green boxes for turf areas.

**2.11 Fencing, Walls and Screening**

Privacy fencing is required on all lots. Fences must be a minimum of six feet (6') tall, unless otherwise approved in writing by Declarant. All fence posts must be steel.

1. Fences facing FM 741 shall be constructed of a minimum No. 1 grade red cedar wood and shall have steel posts. Fence shall be secured to the steel post by a metal "U" bracket on every rail. A 6' fence will have three rails per section. All fence slats will be secured by 2 aluminum ring shank nails per rail.

2. All fences shall be constructed with the finished side facing out when visible from the FM 741. No fence posts shall be visible from FM 741.

5. ALL fences (corner lot, side yard, and rear yard fences) which are visible from FM 741 are required to be board-on-board, and must have a cap and trim board at the top, mow board at the bottom (trim board and mow board are to be facing out), steel posts, and stained. Pre-stained fence pickets and/or panels is allowed.

7. All fences are to be stained using Sherwin Williams Cedarbark 3511 Semi-transparent stain

12. Fence posts must be set a minimum of two feet (2') below finished ground or top of wall.

**2.12 Exterior Lighting**

Light sources should be unobtrusive or concealed. No spillover of light should occur on FM 741.

**2.13 Single-Family Detached Home Size**

Home size limitations for all homes within 300 feet of FM 741 shall be as follows:

| Lot Width | Min. SF | Max. SF | Notes |
|---|---|---|---|
| 40'-49' | 1,400 | ~~2,200~~ | Max. SF waived at this time |
| 50'-59' | 1,500 | ~~2,600~~ | Max. SF waived at this time |
| | | | |
| | | | |

## *3.0 SIGNAGE*

**3.1 Signage Program**

1. No bandit signs will be allowed along FM 741. This includes directional signs and small portable signs.
2. No banners on homes or fences or in yards facing FM 741 will be allowed.

## *4.0 CONSTRUCTION SITE STANDARDS*

**4.1 Materials Storage / Site Cleanliness / Erosion Control**

It is imperative that all sites facing FM 741 be maintained in a clean and tidy manner.

**A) Materials Storage**

1. Unsightly construction or non-maintained sites will not be allowed.
2. All construction materials must be kept within the property lines, maintaining a neat street right-of-way.
3. Temporary storage structures may not face FM 741.

**B) Site Cleanliness**

1. Care should be taken when loading trucks and hauling trash to prevent spillage while in transit along FM 741.
2. Purchaser shall be held responsible for trash and debris falling from construction vehicles.
3. A trash container enclosure will be required on each lot within 300 feet of FM 741.
4. No trash will be strewn about the site or piled openly on lots adjacent to FM 741.
5. Concrete washout shall NOT be located on a lot adjacent to FM 741.

**C) Erosion Control**

1. Purchaser is responsible for controlling erosion on each lot.
2. Care must be taken to use soil control measures such as hay bales (properly installed with staking as necessary), silt fence, hydromulch, etc. to prevent soil erosion.
3. FM 741 shall be kept free from soil or erosion.

**4.4 Vehicle Parking – Construction and Home Owner**

NO vehicles are to be parked upon vacant lots adjacent to FM 741

## *5.0 MISCELLANEOUS*

**5.1** NO construction trailer or storage will be allowed on any lot adjacent to FM 741.