


MARY LOUISE NICHOLSON
COUNTY CLERK

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR RETTA OAKS RANCH SUBDIVISION**

STATE OF TEXAS

COUNTY OF TARRANT

This declaration was made on the date hereinafter set forth by Retta Mansfield, LLC, a Texas Limited Liability Company, hereinafter referred to as "Developer" and/or "Declarant".

WITNESSETH:

WHEREAS, Developer is the Owner of that certain tract of land located in Tarrant County, Texas containing fifty-two (52) acres more or less and being more fully described on the Final Plat filed and recorded on May 5, 2023 under Clerk's Instrument No. D223077361 in the Official Public Records of Tarrant County, Texas, hereinafter referred to as "Subdivision".

WHEREAS, it is the desire and purpose of the Developer to place certain restrictions, easements, covenants, conditions, and reservations (hereinafter "Restrictions") upon the Subdivision in order to establish a uniform plan for its development, ensure the use of the subdivision for residential purposes only, prevent nuisances, prevent the impairment of the value of the Subdivision, maintain the desired character of the community, and ensure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts within the Subdivision, and to promote the health, safety, and welfare of the residents within the Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes, and imposes upon the Subdivision, the following Restrictions for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision, which Restrictions shall run with the land and ensure to the benefit of each Owner and his invitees:

**ARTICLE I
DEFINITIONS**

1.01 Architectural Control Committee or ACC. "Architectural Control Committee" or "ACC" shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Section 4.02 hereof. Board appointment shall mean property owners only, not developer board.

1.02 Annual Assessment. "Annual Assessment" means the amount set forth in Section 6.02 hereof.

1.03 Assessment. "Assessment" means the Annual Assessment, Special Assessments, or other charges, interest, penalties, and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

1.04 Association. "Association" means and refers to the Developer until the Control Transfer Date and thereafter Retta Oaks Ranch Homeowners Association, Inc. and its successors and assigns.

1.05 Board of Directors. "Board of Directors" means and refers to the Developer prior to the Control Transfer Date and thereafter, the Board of Directors of the Association appointed by the Developer.

1.06 Bylaws. "Bylaws" mean the Bylaws of the Association and any amendments thereto.

1.07 Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of Retta Oaks Ranch Homeowners Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.08 Common Area. "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, the entrances, detention pond known as Lot 15X of Block 2, and Lot 1X of Block 3 (private streets or roads), together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members. Lot 4X of Block 2 (Lake) is not considered to be part of the "Common Area". The Owners of the Lots 1,2,3,5,6,7 of Block 2 shall have the sole responsibility for the maintenance, expenses, and liability of Lot 4X of Block 2 (Lake). Only the Owners (and Owners' guests and invitees) of Lots 1,2,3,5,6,7 of Block 2 shall be permitted access to Lot 4X of Block 2 (Lake).

1.09 Common Area Expense. "Common Area Expense" means all expenses necessary to maintain, replace, repair, and expand the Common Area as well as all necessary expenses to operate the Association including, but not limited to, casualty and liability insurance, directors' and officers' liability insurance, and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expenses shall include (a) mowing of the Common Areas, (b) maintenance and replacement of landscaping for the Common Areas, (c) all utility bills for the Common Areas, and (d) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, and welfare of the Members and maintain the Subdivision in an attractive manner.

1.10 Control Transfer Date or Transfer Control Date. The "Control Transfer Date" or "Transfer Control Date" shall mean the earlier date: 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Areas; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth in Sections 4.02 or 7.01 hereof.

1.11 Developer. "Developer" means and refers to Retta Mansfield, LLC, a Texas Limited Liability Company, its successors, and assigns.

1.12 Improvement. "Improvement" means every structure and all appurtenances of every type and kind, including but not limited to, buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes, or any other sound or data receivers or transmitters. The term "improvement" excludes the interior of each residence, guest quarters, barn, or other approved building, and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.13 Member. "Member" means and refers to every current Owner of a lot or tract within the subdivision.

1.14 Notice. Whenever any "notice" is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each lot Owner to keep the Association apprised of its current address.

1.15 Owner. "Owner" means and refers to the record owner, whether one or more persons or entities of the fee-simple title to any Lot(s) but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner. The Developer shall not be deemed an Owner.

1.16 Plans or Specifications. "Plans" or "Specifications" means any and all drawings and documents describing the construction or erection of any improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation, construction or installation of any improvement.

1.17 Plat. "Plat" means and refers to the Final Plat of Retta Oaks Ranch Subdivision filed and recorded on May 5, 2023 under Clerk's Instrument No. D223077361 in the Official Public Records of Tarrant County, Texas. Each Owner of a tract or lot must abide by every provision of the recorded Final Plat.

1.18 Road or Street. "Road" or "street" means any road or street located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property owners.

1.19 Recreational Vehicle or RV. "Recreational Vehicle" is defined in Section 3.08 hereof.

1.20 Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 6.03 hereof.

1.21 Subdivision. "Subdivision" means Retta Oaks Ranch Subdivision as shown on the Final Plat.

1.22 Tract or Lot. "Tract" or "Lot" means the individual tracts of land or lots identified on the Plat or any amendments thereto.

1.23 Vote of Members. "Vote of Members" means the affirmative vote of two-thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 5.04, only one Member is entitled to vote for each Tract, and only one vote shall be counted for each Tract even though a Tract may have several Owners.

ARTICLE 11
RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

2.01 Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

2.02 Utility Easements. The Subdivision and each Tract shall be subject to the easements reflected on the Plat and the easements reserved herein and in favor of the Association, the Tract Owners, and the utility companies. All utility easements, as noted on the Final Plat, shall be used for the construction, maintenance, and repair of utilities including but not limited to, electrical systems, telephone, cable, water, gas, and any other utilities that the Developer or utility providers may install for the benefit of the Tract Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements, without the joinder of any Tract Owner, to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents, or employees to fences, shrubbery, trees, and lawns or any other property of the Tract Owners located within the easements.

2.03 Utilities Required to be Underground. All utilities installed or constructed which are located from the roadway to the main dwelling, the guest house, barn or any approved improvement on the Tract shall be located underground.

2.04 Construction of Improvements on Utility or Drainage Easements. No buildings or walls shall be located over, under, upon, or across any portion of any utility or drainage easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences, and similar improvements across any utility or drainage easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility or drainage easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to improvements constructed within the easements located on his Tract.

ARTICLE III
USE RESTRICTIONS FOR TRACTS

3.01 Single Family. Except as specifically set forth in these Restrictions, all Tracts shall be used for single-family residential purposes only. Except as expressly permitted herein, only one single-family residence for each Tract is permitted.

3.02 Minimum Square Footage and Minimum House Width. Every single-family dwelling shall contain at least three thousand (3,000) square feet of living area, excluding porches, garages, and storage areas. However, every single-family dwelling upon Lots 1,2,3,5,6,7 of Block 2 shall contain at least thirty-five hundred (3,500) square feet of living area, excluding porches, garages, and storage areas. Every single-family dwelling shall have a minimum width of eighty-five (85) feet. Every single-family dwelling shall have a minimum of seventy percent (70%) of the living area square footage on the first floor.

3.03 Garages. All single-family dwelling units, except approved guest quarters, shall have at least a three-car, attached, or detached garage in any combination. All garages must be constructed out of the same materials as used for the main dwelling. All garages shall be located on the Tract as indicated by the Architectural Control Committee approved site plan. Garage entries must face the side or rear lot line of the property. A separate garage that has a front-facing entry must have a twenty-five (25) foot setback from the front building line and must be the 3rd, 4th, or 5th garage. The style and materials of all garage doors must be approved by the Architectural Control Committee. Variances to this section 3.03 may be granted by the Architectural Control Committee on a case-by-case basis.

3.04 Guest Suite. One guest suite (or in-law suite) may be built upon each Tract provided the guest suite (or in-law suite) contains no less than five hundred (500) square feet and is no more than half the size of the main house. A guest suite (or in-law suite) must be built along with or after the construction of the main dwelling and may not be built or occupied prior to the main dwelling unit being occupied. A guest suite (or in-law suite) shall not be rented for income. A guest suite (or in-law suite) must be constructed with the same materials as the main dwelling and located behind the main dwelling.

3.05 Outbuildings. All outbuildings, including but not limited to barns, workshops, or storage buildings shall be permitted so long as such buildings are constructed with the same materials as the main dwelling. Detailed plans and specifications for all outbuildings must be submitted to the Developer or ACC in order to be considered for approval. Such structures must be located behind the main dwelling site and may not be constructed on the Tracts prior to the main dwelling being constructed or occupied. No portable storage buildings or metal buildings shall be allowed. Only one outbuilding (including guest suite or in-law suite) is permitted on each tract. The permitted uses may be combined into one structure; however, the size of an outbuilding (including a guest suite or in-law suite) shall be no more than one-half (½) of the living area square footage of the main dwelling.

3.06 No Prefabricated or Mobile Homes. No prefabricated structures or mobile homes are permitted on any Tract.

3.07 Temporary Structures & Use of RVs. No structure of a temporary character, whether trailer, motor home, recreational vehicle, tent, shack, garage, barn, or another outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently.

3.08 Storage of Trailers, RVs, and Boats. All trailers, RVs, trucks (other than pickups with a rated capacity of one (1) ton or less), boats, personal watercraft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts, and other recreational vehicles, lawn or garden equipment, farm or ranch equipment, construction equipment, and other similar items shall be stored in enclosed structures behind the main dwelling.

3.09 Parking. All vehicles owned by any Owner or any member of the Owner's family shall be parked in the garage or the driveway of the house. Guest vehicles may park on the street for no longer than 24 hours. No vehicles, including but not limited to, automobiles, trucks, trailers, buses, RV's, boats, and tractors, other than the Developers' equipment, shall be parked on a vacant lot.

3.10 Construction Sites. All construction sites shall have sufficient portable restroom facilities or other adequate restroom facilities as determined by the Architectural Control Committee or Developer prior to the transfer control date. Construction Sites shall be kept neat and clean at all times and comply with such construction site guidelines as may be established by the Architectural Control Committee from time to time.

3.11 Construction Time. Any construction of any improvement shall be completed, as to the exterior, within twelve (12) months from the construction commencement date.

3.12 Height Restrictions. No Improvement shall be erected, altered, or placed on any Tract which exceeds the lesser of forty feet (40') in height (measured from the natural ground to the topmost part of the roof) or 2 - 1/2 stories in height.

3.13 Construction Materials. All improvements must be built with new construction materials and must be built in place on the Tract. All construction materials shall be of materials such as wood, rock, brick, Hardie plank, or stucco. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the Developer (prior to the transfer control date) may authorize the use of other materials on a case-by-case basis.

3.14 Roofing Materials. Only the following roofing materials may be used for the main residence, guest quarters, garages, and any outbuildings: slate, stone, concrete tile, clay tile, or other tile of ceramic nature, metal, or composition shingles with a thirty (30) year or more warranty. Colors of roofing materials are subject to the approval of the Architectural Control Committee or the Developer (prior to the transfer control date). The Architectural Control Committee or the Developer (prior to the transfer control date) shall have the authority and sole discretion to approve other roof treatments and materials which are harmonious with the surrounding homes and the Subdivision as a whole. The materials and colors of Roofs on all other structures must be approved by the Architectural Control Committee or Developer (prior to the transfer control date). Owners may install roof shingles that are wind and hail-resistant, energy-efficient, or solar generating if the quality and appearance are comparable to the subdivision standard. All such materials will need approval from the Architectural Control Committee or Developer (prior to the transfer control date).

3.15 Color. All exterior color schemes for improvements are subject to the prior written approval of the Architectural Control Committee or Developer (prior to the transfer control date).

3.16 Masonry. Any residence, guest quarters, or garage shall be constructed from at least sixty percent (60%) masonry materials. Masonry materials include masonry veneer, stucco, brick, rock, and all other materials commonly referred to in the Tarrant County, Texas area as masonry, and specifically excludes Hardie board or any synthetic material. Tract Owners are encouraged to use Hardie board materials where non-masonry materials are permitted. Approval may be withheld at the Architectural Control Committee's or Developer's (prior to the transfer control date) sole discretion. The ACC has the right to approve on a case-by-case basis any variance to this provision.

3.17 Propane Fuel Storage. Propane fuel storage for residential use may be located on the Tracts and must be placed below ground. The exact location and quantity of said fuel storage tanks are subject to the written approval of the Architectural Control Committee or Developer (prior to the transfer control date).

3.18 Consolidated Building Site. Any Owner of one or more adjoining Tracts may, with the prior written approval of the Board of Directors and with the approval of the Tarrant County Commissioners Court, if required, consolidate two or more Tracts into one Tract, or building site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any utility easement

located within the common boundary lines of any combined Tract shall be eliminated if such utility easements are not being used at the time any Tracts are combined. No Tract shall be deemed to be combined with another Tract until such time as an appropriate re-plat of the combined Tracts is filed with the Tarrant County Plat Records and all necessary approvals have been obtained. Any Tracts which are combined as provided above shall be assessed as one Tract for Assessment purposes. The Developer shall not be liable for any fees associated with Tract consolidation.

3.19 Setback Lines. Except for fencing, light posts, driveways, walkways, and landscaping, all other improvements must be located on the Tract as indicated by the Setback Lines set forth on the recorded Final Plat of the Subdivision. Any exterior lighting, including but not limited to light posts, must be approved by the Architectural Control Committee or Developer (prior to the transfer control date). The Architectural Control Committee or Developer (prior to the transfer control date) has the sole discretion to reject any exterior lighting, as it is the intent of these Restrictions that exterior lighting be installed so that there is down lighting. If the Owner fences more than one acre surrounding its main dwelling site, then in order to maintain a uniform appearance of fences along the roads, all fencing must be located at the property lines. Fencing cannot extend past the Front Building Line. The Architectural Control Committee or Developer (prior to the transfer control date) may waive or alter any setback line if, in the Architectural Control Committee's or Developer's (prior to the transfer control date) sole discretion, such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns.

3.20 Maintenance. The Owner shall keep its improvements in good condition and repair at all times and ensure that all improvements are adequately painted and otherwise maintained by the Owner.

3.21 Alteration or Removal of Improvements. No exterior improvements shall be altered, modified, or removed without the prior written approval of the Architectural Control Committee or Developer (prior to the transfer control date). Improvements may be repainted the same color without the approval of the Architectural Control Committee or Developer (prior to the transfer control date).

3.22 Walls and Fences. Walls, fences, and light posts, if any, must be approved prior to Construction by the Architectural Control Committee or Developer (prior to the transfer control date) and must be constructed of new material unless otherwise permitted by the Architectural Control Committee or Developer (prior to the transfer control date). All fences must be constructed of black wrought iron and fence heights shall not exceed five (5) feet. However, a wood fence constructed of sealed (not stained or painted) cedar with metal posts, not to exceed eight (8) feet in height, is permitted on the east property line of lots 18,19, and 20 of Block 1; the west property line of lots 1,2,3,4, and 5 of Block 1; and the north property line of lot 5 of Block 1. The perimeter fencing is not to be altered or removed on any lot. All pool equipment shall have a screen fence of black wrought iron with wood pickets only and all pool equipment must be hidden from view.

- (a) Lots 1 and 20 of Block 1 and Lots 1,7 and 8 of Block 2 border the perimeter fencing of the subdivision. The setback along the perimeter of these lots shall be a minimum of 15' from the perimeter fence.
- (b) No fencing or gates shall extend past the front building line.

3.23 Driveways. The driveway which is connected to any road or street shall be constructed of concrete. Each driveway approach shall conform to the diagram depicted on Exhibit "A" attached hereto. The width of the driveway approach at the culvert pipe(s) shall be a minimum of eighteen (18) feet and maximum of twenty-four (24) feet. The width of the driveway approach at the street shall be a minimum of twenty-four (24) feet and a maximum of thirty (30) feet. The 7.5'

measurement depicted on Exhibit "A" is the distance that the flow line in the culvert pipe(s) is from the edge of the street pavement. To allow a gentle slope from the edge of the street pavement to the flow line, the 7.5' measurement may be adjusted. All driveway approach construction and culvert pipe(s) installation are subject to ACC or Developer (prior to control transfer date) approval.

3.24 Antennas, Towers, and Satellite Dishes. Antennas, towers, satellite dishes, or other sound or data receivers or transmitters of any kind shall not exceed ten feet (10') above the roof of the residence or accessory building upon which they are attached. Any antenna, tower or satellite dish, or other sound or data receivers or transmitters must be located to the side or the rear of the residence or accessory building and not within twenty-five feet (25') of any property line. All exterior antennas, towers, satellite dishes, or other sound or data receivers or transmitters are subject to approval by the Architectural Control Committee or Developer (prior to transfer control date) prior to installation of same.

3.25 Prohibited Activities and Nuisance. No activity (including the operation of a bed and breakfast or similar activity) whether for profit or not, shall be conducted on any Tract which is not related to the occupation of a Tract for single-family residential purposes. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. All exterior lighting is subject to approval by the Developer or, after the control transfer date, the ACC. The Developer or ACC has the sole discretion to reject any exterior lighting.

3.26 Garbage and Trash Disposal. No Tract shall be maintained as a dumping ground for rubbish, landscape trimmings, or other debris. All Tracts shall be kept in a neat and orderly condition. No refrigerators, freezers, washing machines, dryers, furniture, tools, equipment, toys, or other such items shall be stored outside of a building on any Tract. No junk of any kind or character shall be kept on any Tract. Trash, garbage, landscape trimmings, or other debris shall not be allowed to accumulate on any Tract. Any such items shall be kept in sanitary containers and shall be disposed of regularly in accordance with all applicable laws, rules, and regulations. All equipment for the storage or disposal of trash and other debris shall be kept in a clean and sanitary condition. Except on established garbage collection days and in connection solely with that collection process, all trash containers shall be stored in enclosed structures or screened from view from the road. No burn piles are permitted within the Subdivision.

Each homeowner or resident within Retta Oaks Ranch Subdivision must abide with the following conditions:

A. Uniform Hauler Requirement

- a. For the purpose of community aesthetics, efficiency, roadway wear and tear minimization, and negotiated cost savings, all trash within the community will be collected by a singular hauler chosen by Retta Oaks Ranch Homeowners Association, Inc. (the "Association").
- b. No homeowner or resident within Retta Oaks Ranch Subdivision shall contract independently with any other waste collection company for trash removal services.
- c. The chosen hauler shall abide by the standards and regulations set for by the Association to ensure efficient and eco-friendly waste removal.

B. Violation and Penalties

- a. Any homeowner or resident found to be in violation of these Deed Restrictions will be subject to penalties as outlined in the Association's governing documents.

- b. Repeated violations can result in further sanctions including, but not limited to, increased penalties, legal action or liens placed against the property in question.

3.27 Unregistered or Junked Motor Vehicles Prohibited. No Tract shall be used as a depository for abandoned, junked, or unregistered motor vehicles, boats, airplanes, trailers, or other similar items.

3.28 Signs. No signs, advertising billboards, or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee or Developer (prior to the transfer control date). Political signs for a political candidate or ballot item for election, as set forth in the Texas Property Code §202.009, may be displayed on a Lot but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed within eleven (11) days after the election. The sign must be ground-mounted, 2' x 3' in size, and a Lot Owner may only display one sign for each candidate or ballot item. In addition to other signs which may be allowed by the Architectural Control Committee or Developer (prior to the transfer control date), the Architectural Control Committee, or Developer (prior to the transfer control date) shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty inches (30") advertising Owner's Tract for sale and one (1) professionally made a sign, not more than twelve inches (12") by twenty-four inches (24") identifying the name of the Tract Owner. The term "professionally made sign" does not include plastic or metal pre-made "for sale" signs. No signs shall be nailed to a tree. Signs erected on any Tract advertising Lots for sale shall not be permitted during the Developer's control of the Subdivision. However, a Builder can place one professional sign on a Lot advertising his services or residence for sale.

3.29 Animals and Pets. No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Subdivision, except that dogs, cats, or other usual and common household pets not to exceed a total of five (5) adult animals, may be permitted. Dogs shall be leashed when on the Common Areas. No dogs shall be permitted to roam the Subdivision. No pets shall be kept, bred, or maintained for any commercial purpose.

3.30 Mineral Development. No Owner shall be allowed to permit on their own behalf: commercial drilling, mineral development operations, mineral refining, quarrying, mining, or water operation of any kind in, on, or under any Tract owned by such lot owner.

3.31 Drainage. Drainage shall comply with the Engineered plans and specifications of the Subdivision and shall be maintained by any Lot Owner of said lot. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up, or be diverted from its natural course. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee or Developer (prior to the transfer control date) and shall comply with any applicable governmental rules and regulations. All water retainage structures (ponds and other drainage facilities) not already existing within the Subdivision must be reviewed and approved by the Architectural Control Committee or Developer (prior to the transfer control date) prior to construction and must comply with all governmental rules and regulations.

- (a) The culvert headwall shall be flush with the driveway and constructed of finished concrete.
- (b) Culvert pipe size shall be determined by the Engineering Plans.

(c) Retta Oaks Ranch Driveway Culvert Schedule is attached hereto as Exhibit "B".

(d) Culvert pipe shall be reinforced concrete pipe (RCP).

3.32 EPA Compliance. The Owner of each Lot agrees to comply with all EPA rules and regulations regarding erosion control and compliance with a Storm Water Pollution Prevention Plan affecting the Lots (the "Plan") which will include elements necessary for compliance with the nationwide general permit for construction activities administered by the EPA under the National Pollutant Discharge Elimination System. Each Owner acknowledges that Declarant will not bear any responsibility for complying with a Plan on any Lot after the sale of each Lot in the Development.

3.33 Soil Movement. Each Owner acknowledges that the failure or excessive movement of any foundation of any Home in the Development can result in a diminished value and overall desirability of the entire Development. Each Owner agrees and understands that the maintenance of the moisture content of the soils on each Lot is necessary to preserve the structural integrity of each Home in the Development. Each Owner also acknowledges that the long-term value and desirability of the Development is contingent upon each Owner maintaining its Home so that no structural failure or excessive soil movement occurs within the Development.

EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION IN NORTH TEXAS IN GENERAL AND THE DEVELOPMENT IN PARTICULAR AND THE CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOILS REQUIRED TO PREVENT SOIL MOVEMENT.

Each Owner shall use a professional, licensed engineer for the planning and engineering of all foundations located on the Owner's Lot.

If the Owner fails to exercise the necessary precautions, damage, settlement, movement or upheaval to the foundation and structural failure may occur. Owners are highly encouraged to install and maintain proper irrigation around their Home or take such other measures as to ensure even, proportional, and prudent watering around the foundation of the Home.

By each Owner's acceptance of the deed to any Lot, each Owner, on behalf of Owner and Owner's representatives, successors and assigns, hereby acknowledges that the Declarant shall not be responsible or liable for, and Owner shall assume all risk and consequences of, any damage, settlement, movement or upheaval to the foundation, structural failure, or any damage to any other part of the Home caused by Owner's failure to exercise proper care and maintenance of the soil required to prevent soil movement, and hereby releases and forever discharges Declarant and their respective shareholders, members, officers, directors, partners, employees, agents, representatives, affiliates, attorneys, successors and assigns, of and from any and all claim for the relief and causes of actions, liabilities, damages and claims whatsoever, known or unknown, direct or indirect, arising from or relating to Owner's failure to exercise proper care and maintenance of the soil required to prevent soil movement, including but not limited to, any damage caused by or related in any fashion to the failure or improper or uneven watering of the

Lot, planting of improper vegetation near the foundation, or any action by any Owner that affects the drainage of any Lot.

3.34 Re-platting and Subdividing. No Tract may be subdivided into smaller tracts.

3.35 Maintenance and Landscaping of Lots. It shall be the responsibility of each Owner to prevent any unclean, unsightly, or unkept condition of buildings or grounds on such Tract which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Each Owner shall be required to landscape the area around his home. Occupancy prior to completion of landscaping shall require the written approval of the ACC, shall be for good cause only, and shall be no earlier than one hundred twenty days prior to completion of landscaping. All vacant lots will be maintained by the Association on the same day as needed of each month. The Association will be financially responsible for the maintenance of the vacant lots. This maintenance fee shall be paid quarterly by the property owner.

3.36 Firearms. The discharge of firearms in the Subdivision is strictly prohibited.

3.37 Hunting. No hunting of any kind is allowed in Subdivision.

3.38 Mailboxes. Mailboxes are to be constructed per the Postal Authority. If individual mailboxes are allowed the mailbox to be constructed of bronze metal. The individual mailbox will be chosen by the Developer and/or the ACC. Each lot shall have the same mailbox. If a master cluster mailbox is to be used per the Postal Authority, then the Developer will install said cluster box at a location approved by the Postal Authority.

3.39 Outdoor Improvements. All outdoor improvements, including but not limited to, pools, gazebos, cabanas, greenhouses, tennis courts, sport courts, trampolines, baseball tunnels, pickleball courts, putting greens, and playgrounds, must be approved by the ACC or Developer (prior to the transfer control date) prior to beginning construction or prior to placement on any lot.

3.40 Artificial Turf. No artificial turf will be permitted on any lot, except that a small area of artificial turf may be permitted in the backyard (e.g., putting green, pool area) only with approval by the Architectural Control Committee or Developer (prior to transfer control date) on a case-by-case basis.

3.41 Side Yard and Rear Yard Setback Requirements. The side yard setback requirement shall be a minimum of ten (10) feet from the side property line. However, the side yard requirement for all corner lots and all lots which abut Retta Mansfield Road shall be governed by the building lines shown on the recorded Final Plat. The rear yard setback requirement shall be a minimum of twenty (20) feet from the rear property line.

3.42 Solar Panels. The use of solar panels may be permitted; however, solar panels must be installed on the roof of the main house or outbuilding and not be visible from any street in the subdivision. The use of solar panels is subject to approval by the Architectural Control Committee or the Developer (prior to the transfer control date).

3.43 Gardens. One (1) garden per Tract may be permitted; however, gardens shall not exceed five hundred (500) square feet in size. Gardens are subject to the approval of the Architectural Control Committee or the Developer (prior to the transfer control date).

3.44 Short-Term Rentals. No short-term rentals, including but not limited to, AIRBNB, VBRO and any other rental sites, are permitted in Retta Oaks Ranch Subdivision.

3.45 Screening Fence. All maintenance, including but not limited to, repair, upkeep, and/or replacement of the screening fence along the rear property line of lots 16, 17, and 18 of Block 1 of Retta Oaks Ranch Subdivision shall be the sole responsibility and at the sole expense of the Homeowners Association.

3.46 Flags. The only flags, banners, pennants, or similar items that may be displayed in Retta Oaks Ranch Subdivision are the United States of America Stars and Stripes Flag, the State of Texas Lone Star Flag, and a University Flag (or pennant or banner). One flagpole not to exceed twenty-five (25) feet in height is permitted on each tract. The number of flags permitted on each tract is subject to approval by the Architectural Control Committee or Developer (prior to the transfer control date).

3.47 Aerobic Septic System. Simultaneously with the construction of any residence and prior to occupancy of any residence, a fully operational aerobic septic system (the "System") shall be installed to serve said residence. Each homeowner in Retta Oaks Ranch Subdivision shall contract with an aerobic septic system service professional to inspect the system at regular intervals in order to ensure that the system is operating properly, maintained properly, and emitting no sewage odor.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

4.01 Basic Control & Applications.

- (a) No improvements of any character shall be erected or placed on any lot, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the transfer control date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining approval from the Architectural Control Committee or Developer (prior to the transfer control date).
- (b) Each application made to the Architectural Control Committee or Developer (prior to the transfer control date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the transfer control date), two sets of professionally drawn Plans and Specifications for all proposed Improvements showing the location of all improvements in the Tract, and any applicable fees or deposits together with such other reasonably necessary information as the Architectural Control Committee or Developer (prior to the transfer control date) shall request. These plans must be submitted in PDF format to the Developer, or after the transfer control date, to the Architectural Control Committee.

4.02 Architectural Control Committee.

- (a) All Architectural Control Committee (ACC) authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the Developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.

- (b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property, Tarrant County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the ACC must be an Owner of a Tract in the Subdivision.

4.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with Article IV within fifteen (15) days following the submission of a completed application and in full compliance with the declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any improvement in violation of these Restrictions.

4.04 Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed improvement to be erected complies with these Restrictions and such approval shall not prevent the Association from requiring the removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

4.05 Approved Builder List. All improvements of any kind or character, including but not limited to, the main dwelling (house), guest suite or in-law suite, outbuilding, or any approved improvement on the Tract (Lot) shall be performed solely by a member Builder of the Approved Builder List. The ACC should be contacted to obtain a copy of the Approved Builder List and Builder Application Form.

4.06 Variance. The Architectural Control Committee or the Developer (prior to the control transfer date) may, on a case-by-case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision. The Developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own Tracts in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not waive any of the terms and provisions of these Restrictions for any purpose except as to the particular tract and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Tract.

ARTICLE V

RETTA OAKS RANCH HOMEOWNERS ASSOCIATION, INC.

5.01 Non-Profit Corporations. Retta Oaks Ranch Homeowners Association, Inc. (the "Association"), a non-profit corporation, has been (or will be) organized and it shall be governed

by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

5.02 Bylaws. The Association has adopted or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions hereof.

5.03 Membership. Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

5.04 Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Lot owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners of that tract do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

ARTICLE VI

ASSESSMENTS

6.01 Assessments. Each Tract Owner by acceptance of a deed, therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

6.02 Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be prorated as of the purchase date and then shall be paid annually.
- (b) The initial amount of the Annual Assessment applicable to each Tract will be ONE THOUSAND DOLLARS (\$1,000.00) per Tract. The Annual Assessment is payable in advance and is due on the thirty-first (31st) day of January during each calendar year. All other matters relating to the collection, expenditure, and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.
- (c) The Board of Directors of the Association, from and after the Control Transfer Date, shall have the further right at any time to adjust, alter,

increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

6.03 Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

6.04 Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

6.05 Creation of Lien and Personal Obligation In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed by non-judicial foreclosure, pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed of record in the Official Public Records of Real Property of Tarrant County, Texas. In the event, the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association in the amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Owner of any Assessment or other charge, fee, or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

It is the intent of the Provisions of this Section 6.05 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by the power of sale. In the event of the amendment of Section 51.002 of the Texas Property Code, the Association, acting without joinder of any Owner or mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to Section 51.002 of the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained in this Article VI, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

6.06 Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

6.07 Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lienholder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lienholder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notices shall be sent to the nearest office of such mortgagee by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

6.08 Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security, and welfare of the Subdivision and the maintenance of the Common Areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any drainage easements, Common Areas, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

NOTICE IS HEREBY GIVEN THAT THE STREETS, ROADS, AND ROAD RIGHTS OF WAY INSIDE THE SUBDIVISION ARE PRIVATE STREETS AND ARE NOT TO BE MAINTAINED

BY ANY PUBLIC ENTITY. THE STREETS, ROADS, AND ROAD RIGHTS OF WAY SHALL BE PART OF THE COMMON AREA TO BE MAINTAINED BY THE ASSOCIATION.

6.09 Handling of Assessments. The collection and management of the Assessment shall be performed by the Developer until the Transfer Control Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer, and upon transfer, the Association, shall maintain a separate account for these funds.

6.10 Developer Exemption. The Developer shall be exempt from the payment of all Assessments.

ARTICLE VII

DEVELOPER'S RIGHTS AND RESERVATIONS

7.01 Period of Developer's Rights and Reservations. Developer shall have retained and reserved certain rights as set forth in these Restrictions with respect to the Association from the date hereof until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VII or the Control Transfer Date. Notwithstanding the foregoing, the Developer rights set forth in Sections 7.02 and 7.03 shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Tracts in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations, and easements set forth herein shall be prior and superior to any other provisions of these Restrictions and may not, without Developer's prior written consent, be modified, amended, rescinded, or affected by any amendment to these Restrictions. Developer's consent to any amendment shall not be construed as consent to any other amendment.

7.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water, and other purposes incidental to the development, sale, operation, and maintenance of the Subdivision. The rights reserved to the Developer under this Section 7.02 apply to the entire Subdivision, including Tracts previously sold by the Developer.

7.03 Developer's Rights to Convey Common Areas to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Areas at any time and from time to time in accordance with these Restrictions, without the consent of any other Owner or Association.

7.04 Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Tarrant County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in-fact to effect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

7.05 Developer Control of Association and Architectural Control Committee (ACC). Until such time Developer elects to establish the Association and the ACC, all authority and powers reserved to the Association, the Board of Directors, or the ACC shall be held and exercised by the Developer. The Developer may elect to transfer control of the Association or the ACC at the same time or at different times in which case the Control Transfer Date may be different for the Association and the ACC. The initial Board of Directors of the Association, made up of Owners, shall be designated by the Developer.

ARTICLE VIII

DUTIES AND POWERS OF THE HOMEOWNERS ASSOCIATION

8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability, and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three-year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the Board of Directors.

8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property, and any related equipment which the Developer transfers to the Association, together with the responsibility to perform all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests, and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants, conditions and restrictions or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the Board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the Developer or any affiliate of the Developer including, but not limited to, any purchase price, rent charge or fee.

8.03 Insurance and Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and directors' liability insurance, as well as such other insurances or bonds as the Association, shall deem necessary or desirable.

8.04 Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Tract Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

8.05 Duty to Levy and Collect Assessments. The Association shall levy, collect, and enforce the Assessments as provided in these Restrictions.

8.06 Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

8.07 Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions.

8.08 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in the property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

8.09 Power to Adopt Rules and Regulations. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. The rules and regulations may be enforced in the same manner as any other provision of the Restrictions.

8.10 Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

8.11 Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice by the Association, the Association, or its authorities' representative may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition.
- (b) Assess a charge of \$50.00 per day against any Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2023 as a base year. Failure to pay such assessment by the violating Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special Assessments.
- (c) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity.

8.12 Authority to Combine ACC and Board. In order to efficiently manage the Association, and to perform the duties of the Association, the Association may elect to combine the duties of the Board of Directors and the duties of the ACC into one body to be known as the ACC Board.

ARTICLE IX
GENERAL PROVISIONS

9.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests, and invitees, and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are canceled by a two-thirds (2/3) majority Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

9.02 Amendments. Except for any amendment affecting any existing improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-thirds (2/3) majority vote of the Members. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

9.03 Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for the record so long as the Developer owns at least one Tract of land in Retta Oaks Ranch Subdivision and provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions.

9.04 Severability. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

9.05 Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

9.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer, and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors, and assigns.

9.07 Compliance with laws. At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Property and any improvements thereon. If any provision contained in this Declaration or any amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

9.08 Effect of Violation on Mortgages. No violation of the provisions herein contained, or any portion thereof shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage. The holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

9.09 Terminology. All personal pronouns used in these Restrictions, whether used in the masculine, feminine, or neuter gender, shall include all other genders and the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms "herein", "hereof" and similar terms,

as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section, or Article in which such terms appear.

9.10 Builder Code of Conduct. Builder Code of Conduct is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the 6 day of September 2023

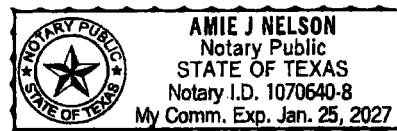
Retta Mansfield, LLC,
a Texas limited liability company.

By: [Handwritten Signature]

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this the 6 day of September 2023 by John Watson, Authorized Agent of Retta Mansfield, LLC in the capacity therein stated and as the act of and deed of said company.



[Handwritten Signature]
Notary Public
State of TX
My commission Expires: 1/25/2027

Exhibit "A"

Retta Oaks Ranch Driveway Approach Diagram

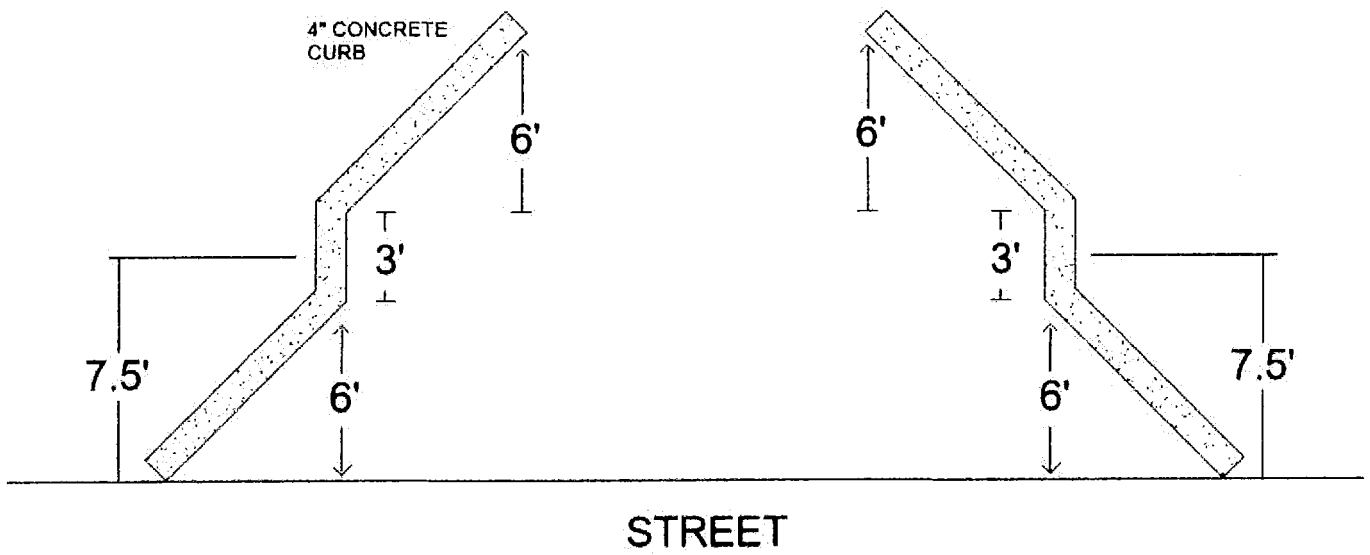


Exhibit "B"

Retta Oaks Ranch Driveway Culvert Schedule

RETTA OAKS RANCH DRIVEWAY CULVERT SCHEDULE

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA
47																											
48	BLOCK	LOT	NO. PIPES	SIZE (IN.)	ELEVATION 'A'	ELEVATION 'B'	SLOPE %	DEPTH BELOW PAVEMENT	EDGE OF PAVEMENT TO CL OF CULVERT	TYPICAL	LENGTH A TO B	EDGE OF PAVEMENT ROAD ELEV 'A'	COMMENTS														
49					FT	FT		FT	FT		FT	FT															
50	1	1	1	15	725.40	724.35	0.0100	2.35	7.5	B	90.00	727.75															
51	1	2	2	15	724.35	723.50	0.0100	2.50	7.5	A,B	43.4	726.85															
52	1	2	2	15	724.63	723.90	0.0130	2.50	7.5	A,B	53.71	727.13															
53	1	3	1	21	726.75	726.00	0.0111	2.50	7.5	B	149.00	729.25															
54	1	4	1	18	727.70	726.75	0.0100	1.40	7.5	B	104.50	729.25															
55	1	5	1	15	728.05	727.70	0.0080	2.24	7.5	A,B	30.20	730.20															
56	1	5	1	15	728.05	727.84	0.0009	5.50	7.5	A,B	30.20	733.55															
57	1	6	1	15	727.84	725.51	0.0154	2.50	7.5	A	150.84	730.34															
58	1	7	1	15	725.51	720.55	0.0342	2.50	7.5	A	145.24	728.01															
59	1	8	1	21	720.55	714.93	0.0303	2.50	7.5	A	143.10	723.05															
60	1	9	1	15	714.10	712.90	0.0160	3.33	7.5	A	68.67	717.43															
61	1	10	1	15	712.90	710.43	0.0101	2.50	7.5	A	150.73	715.40															
62	1	11	1	18	710.43	707.02	0.0157	2.50	7.5	A	180.25	712.93															
63	1	12	1	15	707.92	705.35	0.0100	2.50	7.5	A	160.60	710.42															
64	1	13	1	15	705.35	702.40	0.0170	2.80	7.5	A	190.35	707.85															
65	1	14	1	18	702.40	700.04	0.0200	2.50	7.5	A	118.74	704.90															
66	1	15	1	21	699.44	698.50	0.0187	2.50	7.5	A	50.30	701.04															
67	1	16	1	15	697.80	695.12	0.0204	2.50	7.5	A	131.22	700.30															
68	1	17	1	15	695.12	692.14	0.0210	2.50	7.5	A	141.70	697.62															
69	1	18	1	15	692.10	691.05	0.0070	2.50	7.5	A	140.00	694.60															
70	1	19	1	15	691.05	690.35	0.0103	2.50	7.5	A	67.92	693.55															
71	1	20	1	15	689.03	688.30	0.0241	3.97	7.5	A	109.44	693.00															
72	2	1	1	15	726.00	722.60	0.0235	2.50	7.5	A	167.30	729.40													N TO SWALE	722.5	
73	2	2	1	15	725.74	724.63	0.0111	2.50	7.5	B	99.90	728.24														725.07	
74	2	3	1	15	727.20	725.74	0.0111	2.50	7.5	B	132.07	729.70	Pickett LANE													727.52	
75	2	3	1	15	727.18	718.74	0.0401	2.50	7.5	B	183.22	729.68	Retta Oaks Drive													727.62	
76	2	5	1	15	709.71	709.25	0.0048	2.50	7.5	B	96.77	712.21	Black Elk Ct.														
77	2	6	1	15	709.25	708.02	0.0101	2.50	7.5	B	200.45	711.75															
78	2	7	1	18	708.02	703.67	0.0147	2.50	7.5	B	150.5	708.52															
79	2	8	1	15	705.04	703.04	0.0100	2.50	7.5	B	101.6	707.54															
80	2	9	1	15	707.52	705.04	0.0173	2.50	7.5	B	143.53	710.02															
81	2	10	1	15	709.52	707.52	0.0143	2.50	7.5	B	140.00	712.02															
82	2	11	2	18	708.42	702.90	0.0130	3.31	7.5	A	254	709.73	Black Elk Ct.														
83	2	11	1	15	708.62	707.65	0.0220	2.50	7.5	B	87.19	712.12	Retta Oaks Drive														
84	2	12	2	21	702.90	695.90	0.0230	2.50	7.5	B	291.47	705.4															
85	2	13	2	21	695.90	692.77	0.0222	2.50	7.5	B	143.78	698.40															
86	2	14	3	18	692.44	691.70	0.0104	2.50	7.5	B	45.25	694.94															

Exhibit "C"**Retta Oaks Ranch Builder Code of Conduct**

The following standards and guidelines shall apply to any and all construction, improvement, alteration of any structure, to any change to the exterior of any structure, and to grading, excavating, tree removal, landscaping, or any other change to the grounds of a single-family home site (lot) within the Retta Oaks Ranch community.

A. Start of Construction. No lot clearing or placement of portable toilets will be permitted until all required governmental permits are obtained and formal written approval from the ACC has been granted.

B. Construction Hours. -Notice- Construction hours will be from 7:00am - 7:00pm Monday through Saturday. Work will NOT be permitted on Sundays or federal holidays. If work is necessary outside of these hours, it may be approved on a case-by-case basis.

C. Site Clean-Up. All construction sites must be maintained in a neat and orderly fashion. Trash from construction work will be contained in a trash dumpster or a suitable method that will assure constant containment and stockpiling of the trash until removal from the site. The Builder is responsible for trash that blows off the site and shall retrieve such trash immediately. There will be no stockpiling or dumping on adjacent lots or on streets. Trash not removed will be removed by the Retta Oaks Ranch Homeowners Association ("HOA") and billed to the responsible contractor or sub-contractor. Contractors will use only the utilities provided on the immediate site on which they are working.

D. Clearing of Site. All vegetation on the site shall be preserved when/where possible. Plants, grasses, and trees directly within the planned structure, roof overhangs, or driveway shall be removed only after prior approval of the ACC. Any plants, grasses, or trees uprooted or cut down on the job site shall be removed from the job site and from the Retta Oaks Ranch community as soon as possible but no later than five working days after removal.

E. Builder's Signage. During construction, one standard sign approved by the HOA shall be allowed within the front setback of the lot to help sub-contractors and others locate the particular lot within the development. This sign must be removed upon occupancy.

F. Construction Damage. Any damage to streets and curbs, drainage outlets, street signs, mailboxes, fences, etc., may, at the HOA's election, be repaired by the HOA and billed to the responsible Builder.

G. Construction Spillages. Operators of vehicles are requested to see that they do not spill any material while within the Retta Oaks Ranch community. If spillage of a load occurs, operators are responsible for cleaning up. Clean-ups done by the HOA will be billed to the responsible party. Please report any spills as soon as possible.

H. Utility Lines. If any telephone, fiber optic, electrical, water, etc. lines are cut, it is the contractor's responsibility to report the accident to the Developer (prior to the transfer control date) or the HOA and maintenance committee within 30 minutes. It shall be the responsibility of the contractor responsible to arrange and pay for all costs associated with the repair.

I. Construction Site Appearance. All personnel working in the Retta Oaks Ranch community are to keep all areas in which they work free of discarded materials such as lunch bags and odd materials. Objects should not be thrown out of cars and trucks.

J. Loud Noises Levels. Loud radios or noise will not be allowed within the Retta Oaks Ranch community. This is distracting and discomfoting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. This will be considered a nuisance and applicable fees may apply to the lot owner.

K. Personnel. No unauthorized personnel will be permitted on the property unless they are contracted workers. No alcoholic beverages are permitted on the property. Contractor personnel will not be permitted to bring pets on the property.

L. Entry Gates. Entry gates are property of the HOA. Any tampering with or disabling of gates will be considered vandalism and will be reported to Tarrant County Law Enforcement. Any charges resulting from damages will be assessed to the offending party.

M. Speed limits. Speed limits within the community are set at 25mph. Any speeding within the Retta Oaks Ranch community or driving considered reckless will be reported to Tarrant County Law Enforcement. Contractors violating this policy will be asked to cease all activities and will no longer be considered approved vendors.

N. Street Parking. Vehicles may not be double parked across the street from each other in such a way that there is no access for residents or emergency vehicles access.

O. Use of other tracts. No tract, other than that listed in ACC application, shall be used for staging, cleaning, thoroughfare, or storage of construction materials. It will be the responsibility of the Builder to repair any damage occurring to any tracts not listed in ACC application. This includes loss of soil, cleaning of construction equipment, dumping of materials, damage to vegetation, and construction trash.