


MARY LOUISE NICHOLSON
COUNTY CLERK

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE LAKE LOTS IN 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, the Developer has placed certain restrictions, easements, covenants, conditions, and reservations called Declaration of Covenants, Conditions, and Restrictions for Retta Oaks Ranch Subdivision, filed and recorded on September 6, 2023 under Clerk's Instrument number D223161266 in the Official Public Records of Tarrant County, Texas (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;

WHEREAS, it is the desire and purpose of the Developer to place additional restrictions, easements, covenants, conditions and reservations called Declaration of Covenants, Conditions, and Restrictions for the Lake Lots in Retta Oaks Ranch Subdivision (hereinafter "Lake Lots Restrictions") upon lots 1,2,3,5,6,7 of Block 2 of Retta Oaks Ranch Subdivision, Tarrant County, Texas (hereinafter "Lake Lots");

NOW, THEREFORE, Developer hereby adopts, establishes, and imposes upon the Lake Lots, the following Lake Lots Restrictions for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lake Lots and Common Area, which Lake Lots 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 be defined in the Declaration of Covenants, Conditions and Restrictions for Retta Oaks Ranch Subdivision, filed and recorded on September 6, 2023 under Clerk's Instrument number D223161266 in the Official Public Records of Tarrant County Texas.

1.02 Annual Assessment. "Annual Assessment" means the amount set forth in Section 5.02 hereof.

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

1.04 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 Lake Association appointed by the Developer.

1.05 Bylaws. "Bylaws" mean the Bylaws of the Lake Association and any amendments thereto.

1.06 Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of Retta Oaks Ranch Lake 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.

1.07 Common Area. "Common Area" means lot 4X of Block 2 (Lake) of Retta Oaks Ranch Subdivision, which is owned by the Lake Association for the common use and enjoyment of the members. The Owners of 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).

1.08 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 Area (b) Common Area maintenance and replacement of landscaping, (c) all utility bills for the Common Area, 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 Lot 4X of Block 2 (Lake) in an attractive manner.

1.09 Control Transfer Date or Transfer Control Date. The "Control Transfer Date" or "Transfer Control Date" shall mean the earlier date of: 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 Lake Association.

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

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

1.12 Lake Lots. "Lake Lots" shall mean Lots 1,2,3,5,6,7 of Block 2 of Retta Oaks Ranch Subdivision, Tarrant County, Texas.

1.13 Member. "Member" means and refers to every current Owner of Lots 1,2,3,5,6, or 7 of Block 2 of Retta Oaks Ranch Subdivision, Tarrant County, Texas.

1.14 Notice. Whenever any “notice” is required by these Lake Lots 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 Lake Association, whether or not such notice is actually received. It shall be the duty of each lot Owner to keep the Lake 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 Lots 1,2,3,5,6 or 7 of Block 2 of Retta Oaks Ranch Subdivision 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 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.

1.17 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.

1.18 Special Assessment. “Special Assessment” shall have the meaning given to that term in Section 5.03 hereof.

1.19 Subdivision. “Subdivision” means Retta Oaks Ranch Subdivision as shown on the Final Plat.

1.20 Tract or Lot. “Tract” or “Lot” means lots 1,2,3,5,6, or 7 of Block 2 of Retta Oaks Ranch Subdivision, Tarrant County, Texas.

1.21 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 4.04, 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 Lake Lots Restrictions. Lots 1,2,3,5,6,7 of Block 2 of Retta Oaks Ranch Subdivision are subject to these Lake Lots 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 Previously Recorded Restrictions. Lots 1,2,3,5,6,7 of Block 2 of Retta Oaks Ranch Subdivision are also subject to the Declaration of Covenants, Conditions, and Restrictions for Retta Oaks Ranch Subdivision, filed and recorded on September 6, 2023 under Clerk's Instrument number D223161266 in the Official Public Records of Tarrant County, Texas.

ARTICLE III
USE RESTRICTIONS FOR TRACTS

- 3.01 **Docks and Piers.** No docks, piers, or similar structures shall be permitted.
- 3.02 **Patios.** Subject to ACC approval, level, concrete patios are permitted along the water's edge of the Lake (Lot 4X of Block 2 of Retta Oaks Ranch Subdivision). The patio must be overlaid with masonry material which matches the exterior of the house. The patio may extend into the water a maximum of four (4) feet from the shoreline.
- 3.03 **Watercraft.** No watercraft shall be permitted on the Lake (Lot 4X Block 2 of Retta Oaks Ranch Subdivision) except a motorless boat or boat with an electric motor. The boat may not exceed twelve (12) feet in length.
- 3.04 **Fishing.** Fishing, on a catch and release basis, shall be permitted by a Lake Lot Owner (and Owner's guests and invitees) from a boat or from the bank of that Owner's lot.
- 3.05 **Swimming.** No swimming shall be permitted in the Lake (Lot 4X of Block 2 of Retta Oaks Ranch Subdivision).
- 3.06 **Outbuildings.** All outbuildings, prior to construction, are subject to approval by the Architectural Control Committee or Developer (prior to transfer control date) as to appearance and location.
- 3.07 **Fences.** The location of all fences in the rear yard of all Lake Lots are subject to approval by the Architectural Control Committee or Developer (prior to transfer control date).

ARTICLE IV

RETTA OAKS RANCH LAKE HOMEOWNERS ASSOCIATION, INC.

- 4.01 **Non-Profit Corporation.** Retta Oaks Ranch Lake Homeowners Association, Inc. (the "Lake 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 Lake Association; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Lake Association shall vest in said corporation.
- 4.02 **Bylaws.** The Lake Association has adopted or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Lake Association, provided that the same are not in conflict with the terms and provisions hereof.
- 4.03 **Membership.** Every person or entity who is a record Owner of Lots 1,2,3,5,6, or 7 of Block 2 of Retta Oaks Ranch Subdivision shall be a "Member" of the Lake 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.

4.04 Voting Rights. The Lake Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Tract 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 Lake 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 V **ASSESSMENTS**

5.01 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 Lake 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.

5.02 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 Lake Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated 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 FIVE HUNDRED DOLLARS (\$500.00) 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 Lake Association, subject to the provisions hereof.
- (c) This Annual Assessment is in addition to the Annual Assessment provided for in Section 6.02 of the Declaration of Covenants, Conditions, and Restrictions for Retta Oaks Ranch Subdivision filed and recorded on September 6, 2023 under Clerk's Instrument number D223161266 in the Official Public Records of Tarrant County Texas.
- (d) The Board of Directors of the Lake 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 Lake Association and to enable the Lake 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.

5.03 Special Assessments. In addition to the Annual Assessment, the Lake 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.

5.04 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.

5.05 Creation of Lien and Personal Obligation In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Lake 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 Lake Association a power of sale in connection therewith. The Lake 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 Lake Association by means of a written instrument executed by the President or any Vice-President of the Lake Association and filed of record in the Official Public Records of Real Property of Tarrant County, Texas. In the event, the Lake 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 Lake Association, or the Lake Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Lake 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 Lake 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 Lake 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 Lake 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 Section 5.05 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 Lake Association, acting without joinder of any Owner or mortgagee, may, by amendment to these Lake Lots Restrictions, file any required amendments to these Lake Lots 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 V, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

5.06 Notice of Lien. In addition to the right of the Lake Association to enforce the Assessment, the Lake 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 Lake Association or other duly authorized agent of the Lake 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 Lake Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Lake Association to cover the preparation and recordation of such release of lien instrument.

5.07 Liens Subordinate to Mortgages. The lien described in this Article V 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 Lake Association's lien for Assessments or other charges or assessments. The Lake Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Lake 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 Lake 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 V.

5.08 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 Area. In particular, the Assessments shall be used for any improvement or services in furtherance of these purposes and the performance of the Lake Association's duties described herein, including the maintenance of the Common Area, Common Area Expenses, the enforcement of these Lake Lots Restrictions and the establishment and maintenance of reserve funds. The Assessments may be used by the Lake Association for any purpose which, in the judgment of the Lake 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 Lake Association. Except for the Lake Association's use of the Assessments to perform its duties as described in these Lake Lots 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.

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

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

ARTICLE VI

DUTIES AND POWERS OF THE LAKE ASSOCIATION

6.01 General Duties and Powers of the Lake Association. The Lake Association has been formed to further the common interest of the Members. The Lake 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 Common Area (Lake). 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.

6.02 Duty to Accept the Property and Facilities Transferred by Developer. The Lake Association shall accept title to any real property, improvements to real property, personal property, and any related equipment which the Developer transfers to the Lake 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 Lake Lots Restrictions. Property interest transferred to the Lake 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 Lake Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Lake 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 Lake Association by the Developer shall impose upon the Lake 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.

6.03 Insurance and Bonds. The Lake 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 Lake Association shall deem necessary or desirable.

6.04 Duty to Prepare Annual Budgets. The Lake Association shall prepare an annual budget for the Lake 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 Lake 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.

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

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

6.07 Power to Acquire Property and Construct Improvements. The Lake 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.

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

6.09 Enforcement of Lake Lots Restrictions. The Lake Association (or any Owner if the Lake 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 Lake Lots Restrictions. Failure by the Lake 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 Lake Association to file a Court action to enforce these Lake Lots Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Lake Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Lake Association which shall be in an amount established by the Court.

6.10 Remedies. In the event a Tract Owner fails to remedy any violation of these Lake Lots Restrictions within ten (10) days after written notice by the Lake Association, the Lake 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 Lake 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 Lake Association in accordance with increases in the National Consumer Price Index using 2023 as a base year. Failure to pay such an 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.

ARTICLE VII **GENERAL PROVISIONS**

7.01 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 Lake Lots Restrictions are recorded. These Lake Lots Restrictions

shall be automatically extended for successive periods of twenty (20) years each time unless these Lake Lots 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 Lake Lots Restrictions.

7.02 Amendments. Except for any amendment affecting any existing Improvements, these Lake Lots 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 Lake Association permanently.

7.03 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 Lake Lots 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 Lake Lots Restrictions.

7.04 Severability. Each of these provisions of these Lake Lots 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.

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

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

7.07 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.

7.08 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.

7.09 Terminology. All personal pronouns used in these Lake Lots 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 Lake Lots 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.

7.10 Contradiction, Discrepancy, and/or Conflict. In the event that any contradiction, discrepancy, conflict, and/or similar occurrence may arise between these Lake Lots Restrictions and the Declaration of Covenants, Conditions and Restrictions for Retta Oaks Ranch

Subdivision, filed and recorded on September 6, 2023 under Clerk's Instrument number D223161266 in the Official Public Records of Tarrant County Texas, the Architectural Control Committee or Developer (prior to the transfer control date) shall have the sole authority to resolve such matters.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the 13 day of September, 2023

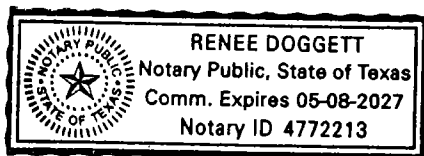
Retta Mansfield, LLC,
a Texas limited liability company.

By: [Signature]

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this the 13 day of September by John R. Watson, Authorized Agent of Retta Mansfield, LLC in the capacity therein stated and as the act of and deed of said company.



Notary Public Renee Doggett
State of Texas
My Commission Expires 5-8-2027