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Denton County  
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County Clerk

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)  
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

*C Mitchell*

County Clerk -  
Denton County, Texas

CORRECTION

**DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR BELLA CÔTE**

THIS DECLARATION is made on the date hereinafter set forth by Tommy K, LLC, hereinafter referred to as the "Declarant."

**WITNESSETH:**

WHEREAS, the Declarant is the owner of certain real property in Denton County, Texas, which is described in "Exhibit A" attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, Declarant desires to subdivide the Property and to create an exclusive single family community known as Belle Côte pursuant to the terms and provisions of this Declaration.

NOW, THEREFORE, the Declarant declares that the Property shall be held, sold, and conveyed subject to the restrictions, covenants, and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a single family community of high standards. Such covenants shall be binding upon all parties having any right, title, or interest therein or any part thereof, their respective heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**DEFINITIONS**

The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

**Section 1.** "Property" shall mean and refer to the real property described in Exhibit "A" and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

**Section 2.** "Association" shall mean and refer to the Belle Côte Addition Homeowner's Association, a Texas non-profit corporation established for the purposes set forth herein.

**Section 3.** "Lot" shall mean and refer to any plot of land indicated upon any recorded subdivision map of the Property or any part thereof creating single family home sites, with the exception of any Common Area and areas deeded or dedicated to a governmental authority or utility, together with all improvements thereon.

**Section 4.** "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Tommy K Limited Liability Company, its successors and assigns who are designated as such in writing by the Declarant, and who consent in writing to assume the duties and obligations of the Declarant of the Declarant with respect to the Lots acquired by such successor or assigns.

Section 7. "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners and the one (1) foot strip of land running on the east site of Belle Côte Drive.

Section 8. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and any entrance monuments, perimeter masonry walls, rights-of-way, landscaping, and such other areas lying within dedicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection, and enhancement of the property values and the general health, safety, or welfare of the Owners.

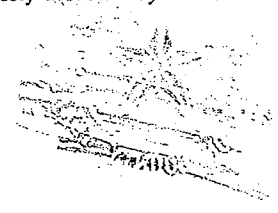
Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Belle Côte and any amendments and supplements thereto made in accordance with its terms.

## ARTICLE II

### THE ENCLAVE ADDITION HOMEOWNERS ASSOCIATION, INC.

Section 1. Membership. The Declarant and every other Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

Section 2. Funding. Subject to the terms of this Article, Declarant, for each Lot owned by Declarant, hereby covenants to pay, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.



**Section 3. Assessments.**

(a) **Units Owned by Class A Members.** Subject to the terms of this Article, each Lot is hereby subject to an initial maximum maintenance charge of \$10.00 per month or \$120.00 per annum (until such maintenance charge shall be increased in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot in advance in monthly, quarterly, or annual installments, commencing as to all Lots on which a completed Unit is then located on the conveyance of the first Lot to a Class A Member and as to all other Lots as of the completion of the Unit thereon. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly, or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each affected assessment period. Said rate may be adjusted from time to time by the Board of Directors as the needs of the Association may, in the judgment of the Directors, require. The Assessment for each Lot shall be uniform except as provided in Subsection (b) of this Section 3. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

(b) **Units or Lots Owned by Declarant.** Notwithstanding the foregoing, the Declarant shall be exempt from the annual maintenance assessment charged to Owners so long as there is a Class B membership as set forth in section 6. Declarant hereby agrees that for such period of time as there is a Class B membership in effect and Declarant's Lots are exempt from assessment as provided above, that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, Declarant shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of a request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected.

(c) **Purpose of Maintenance Fund.** The Association shall establish a maintenance fund composed of Owners' annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation; any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, if any, provided the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions, and conditions affecting the property to which the

maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employment of policemen and watchmen, if any, caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements of the Common Maintenance Area, such as, but without limitation, and entry monuments, sprinkler systems, and/or perimeter masonry walls. The fund shall be established and maintained out of the regular maintenance assessments.

**(d) Special Assessment for Working Capital Fund, Non-Recurring Maintenance, and Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

(i) Upon sale of the first Lot by Declarant to a Class A Member, a special assessment equal to ten (10) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of the Lot to a Class A Member. Such special assessment shall be available for all necessary expenditures of the Association.

(ii) In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any non-recurring maintenance, or the acquisition, construction, reconstruction, repair, or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto, may be assessed. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the non-recurring maintenance or improvements in question.

**Section 4. Non-Payment of Assessments: Remedies of the Association.** Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest non-usurious rate of interest allowed by Texas law or eighteen percent (18%) per annum, whichever is less. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclosure the lien retained herein against the Lot against which such assessment was made. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

**Section 5. Subordinated Lien to Secure Payment.** To secure the payment of the maintenance charge and assessment established hereby and to be levied upon individual Lots as above provided there is hereby reserved a lien for the benefit of the Association, said lien to be

**Declarations of Covenants, Conditions, and Restrictions for Belle Côte- Page 4**



enforceable through appropriate proceedings at law or in equity by such beneficiary provided, however, that each such lien shall be specifically made secondary, subordinate, and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage sixty (60) days' written notice of such proposed action, such notice, which shall be sent to the nearest office of the lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer pursuant to mortgage foreclosure. No sale, foreclosure, or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the Official Records of Denton County, Texas.

**Section 6. Voting Rights.** The Association shall have two classes of voting membership.

(a) **Class A.** Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they, among themselves, determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class B.** The Class B member shall be the Declarant who shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or ten (10) years after conveyance of the first Lot by Declarant, whichever occurs earlier.

(c) **Suspension.** All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article or its otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association, and such suspension shall apply to the proxy authority of the voting representative, if any.

**Section 7. Notice and Quorum.** Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At any such meeting called, the presence of members or of proxies or voting representatives entitled to cast



two-thirds (2/3) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE III

GENERAL POWERS AND DUTIES OF  
BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay out of the maintenance fund provided for in Article II above, the following:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas, if any, rather than against the individual Owners.

(b) Care and preservation of the Common Maintenance Areas.

(c) Normal recurring maintenance charges for the use and benefit of members of the Association as set forth in Article II, Section 3, paragraph (c) of this Declaration.

(d) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days' prior written notice to the managing party), and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

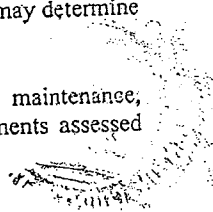
(e) Legal and accounting services.

(f) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.

(g) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(i) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes, or assessments (including taxes or assessments assessed



against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

**Section 2. Powers and Duties of Board:** The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(d) To protect or defend the Common Areas, if any, and Common Maintenance Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Maintenance Areas, by a majority of the votes of the Owners in the portions affected.

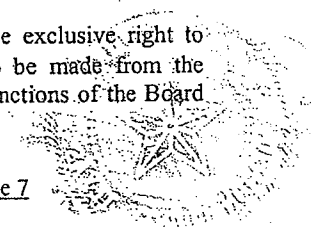
(f) To make available for inspection by Owners within sixty (60) days after the end of each year, an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(i) To collect all assessments and enforce all penalties for non-payment, including the filing of liens and institution of legal proceedings.

**Section 3. Board Powers Exclusive.** The Board shall have the exclusive right to contract for all goods, services, and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.





**Section 4. Maintenance Contracts.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association.

#### ARTICLE IV

#### TITLE TO COMMON AREAS

**Section 1. Association to Hold.** The Association shall assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

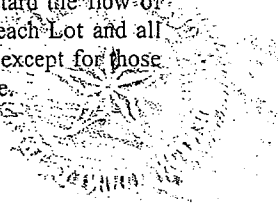
**Section 2. Liability Insurance.** From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences in the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross liability endorsements or other appropriate provisions for the benefit of the members, Directors, and the management company and other insureds, as their interests may be determined.

**Section 3. Condemnation.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems are reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any remaining funds may be utilized by the Association for the general maintenance funds.

#### ARTICLE V

#### EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities serving the Lots are reserved as may be shown on the recorded plat of the Tuscany Hill Addition referred to herein. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may materially change the direction of flow, obstruct, or retard the flow of water in and through drainage channels in easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which one or more public authorities or utilities are responsible.



## ARTICLE VI

### USE AND OCCUPANCY

All Lots and dwelling shall be used and occupied for single family residence purposes. No Lot or dwelling may be used for commercial, institutional, or other non-residential purposes. There shall not exist on any single family Lot at any time more than one residence. No building erected on any Lot shall exceed three (3) stories in height. Except during the construction period only, no mobile home, manufactured home, tent or shack, visible from the adjacent property or from public thoroughfares shall be erected on any of the Lots without the written approval from the Architectural Control Committee. No trade or business of any kind shall be conducted upon a single family Lot or any part thereof. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a single family Lot and remodeling or converting same into a dwelling house.

## ARTICLE VII

### PROPERTY RIGHTS

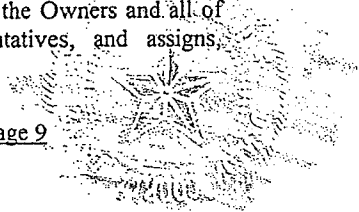
**Section 1. Owners' Easement of Enjoyment.** Every Owner shall have a right and easement in and to the Common Areas, if any, and a right and easement of ingress and egress to, from, and through said Common Areas; and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members;

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, "to any public agency, authority, or utility for such purposes and subject to the conditions as may be agreed by the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds(2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer;

(d) All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners and all of their grantees, their respective heirs, successors, personal representatives, and assigns, perpetually and in full force.



**Section 2. Effect of Declaration.** Reference in any deed, mortgage, trust deed, or any other recorded documents to the easements, restrictions, and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions, and covenants were fully related and set forth in their entirety in said documents.

## ARTICLE VIII

### USE RESTRICTION

**Section 1. Nuisances.** The land and improvements constituting or located on each Lot shall not be used so as to disturb the neighborhood or occupants of the adjacent property, nor to constitute a nuisance, nor to violate any public law, ordinance, or regulation from time to time applicable thereto. No such land and improvements shall be used for any purpose which will create or emit any objectionable, offensive, or noxious odors, dust, gas, fumes, liquids, noises, or other such materials or conditions. Except during the period of construction of a home or other structure, no Owner shall permit any rubbish or debris of any kind to be placed or to accumulate upon any Lot. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor plant diseases, insects, or other pests. No lighting or illumination of any type shall be placed upon a Lot in such a manner as to cause unreasonable glare or illumination on any other Lot or on public thoroughfares.

**Section 2. Development Activity.** Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

**Section 3. Building Area.** Any single family residence constructed on any Lot shall have a fully enclosed area of not less than 3,400 square feet, exclusive of carports, terraces, garages, open porches, eaves and overhangs. For each two story residence constructed on any Lot, there shall be a fully enclosed area of not less than 4,800 square feet, exclusive of carports, terraces, garages, open porches, eaves, and overhangs.

**Section 4. Building Materials.** All exterior bearing walls must be seventy-five percent (75%) masonry, stone, hardie board or brick veneer unless otherwise approved by the Architectural Control Committee.

**Section 5. Fences.** All fences shall be of masonry, wood, brick, or wrought iron, or combinations thereof. Solid privacy fences are prohibited on property lines. Barbed wire, drive post, wire or chain link fences are prohibited. All fences shall be maintained in an attractive manner. No fence shall exceed (5) feet in height, unless otherwise approved by the Architectural Control Committee. Entry columns are excluded from this height limitation.

**Section 6. Utilities.** All utilities, including, without limitation, telephone wiring, shall be placed below grade, except that transformers and any other equipment which is impracticable to place below grade may be placed above grade.

**Section 7. Air Conditioning Apparatus.** No air conditioning apparatus shall be installed on the ground in the front of a dwelling house unless approved by the Architectural Control Committee. No air conditioning apparatus or evaporation cooler shall be installed on any front wall of a dwelling house.

**Section 8. Garages.** All garages shall be not less than a two car size and shall be fully enclosed and contain full length doors at the entranceway thereto. No garage shall be used by anyone other than the Owner of a Lot on which the garage is situated or his family or a bona fide guest.

**Section 9. Signs.** No signs whatsoever (movable or affixed); including, but not limited to, commercial, political, and similar signs, which are visible from adjacent property or from public thoroughfares shall be erected or maintained on any Lot except:

(a) Such signs as may be required by law.

(b) A residential identification sign not more than eighteen (18) by twenty four (24) inches in height and width.

(c) During the time of construction of any buildings or other improvements, one job identification sign not larger than eighteen (18) by twenty four (24) inches in height and width.

(d) A "For Sale" or "For Rent" sign not exceeding sixteen (16) square feet in size.

(e) Builder signs during the construction period: The provisions of this Section shall not prevent the Declarant from commencing, erecting, or maintaining structures or signs of any content or size on Lots owned by it when the Declarant, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Lots or other portions of the Property.

**Section 10. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that horses, deer and exotic animals (being a species of game not indigenous to Texas, including axis deer, nilga antelope, red sheep and other cloven-hoofed ruminant mammals) dogs, cats, or other household pets may be kept thereon provided that they are not kept, bred, or maintained for any commercial purpose. No more than one (1) horse or cow per acre shall be allowed on any Lot.

**Section 11. Clotheslines.** Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained except concealed within a fenced service yard or otherwise concealed and not visible from the adjacent property or public thoroughfares.

**Section 12. Antennas and Signals.** Other than satellite dish antennas, no exterior antenna, pole, mast, antenna or other device for the transmission or reception of any form of electromagnetic radiation exceeding twenty feet (20') in height shall be erected, used, or maintained on any Lot unless approved by the Architectural Control Committee in writing. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals on any other Lot. No satellite dish antenna in excess of 24 inches in diameter shall be erected unless approved by the Architectural Control Committee.

**Section 13. Temporary Structures, Vehicles.** No permanent tent or similar structure or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from the adjacent property or other public thoroughfares; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in accordance herewith. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property or public thoroughfares. No trailer, tent, camper, garage, or other temporary structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair, or remodeling of a dwelling shall be moved immediately after the completion of construction. No trailer, boat, camper, recreation, or commercial vehicle shall be permanently parked or stored in such a manner so as to be directly visible from public thoroughfares. Permanently parked is deemed to designate the customary location of these vehicles when not in use.

**Section 14. General Maintenance.** Each Owner shall maintain and care for all improvements and all trees, foliage, plants, and lawns on his Lot, and otherwise keep his Lot and all improvements thereon in conformity with the general character and quality of properties in the immediate area.

**Section 15. Construction.** All houses and structures shall be completed within twelve (12) months after commencement of construction.

## ARTICLE IX

### ARCHITECTURAL CONTROL COMMITTEE

**Section 1. Designation.** Declarant shall appoint three individuals to serve as an architectural control committee (herein in this Declaration called the "Architectural Control Committee" or the "Committee"). The Committee may designate a representative to act for it. Unit such time as Declarant no longer owns any interest in the Property, members of the Committee may be removed for any reason by Declarant, and in the event of the death,

resignation, or removal of a member of the Committee, Declarant shall have full authority to designate a successor. At such time as Declarant no longer owns any interest in the Property, the rights of the Declarant with respect to removal and appointment of members of the Committee shall vest in the Association, acting by and through its Board of Directors.

**Section 2. Authority.** No residence, building, fence, free-standing mailbox, or other structure shall be erected, placed, or altered on any Lot until plans and specifications therefor have been approved by the Committee. Following the completion of construction, no building, fence, free-standing mailbox, or other structure shall be occupied or otherwise utilized until the Committee has determined that the complete building, fence, or other structure was erected, placed, or altered on the Lot in compliance with the approved plans and specifications.

**Section 3. Procedure.** Plans and specifications shall be submitted to the Committee at least twenty (20) days prior to the commencement of any construction. These plans and specifications shall include the floor plans and elevations of all faces of the structures, and copies of the above described plans and specifications shall be retained by the Committee. The Committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. If said Committee fails to approve or disapprove said plans and specifications within twenty (20) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. A complete building, fence, or other structure shall be deemed to have been constructed in compliance with the plans and specifications unless within sixty (60) days after completion of construction the Committee places on record an instrument setting forth its disapproval. Any disapproval shall set forth the elements disapproved and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Committee in this respect shall be in the exercise of its sole and absolute discretion and shall be final and conclusive. The Committee may approve any deviation from these covenants and restrictions as the Committee, in its sole and absolute discretion, deems consistent with the purposes hereof. Approval by the Committee of the plans and specifications or its determination that the completed building, fence, or other structure has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgement by the Committee that such are in accordance with these covenants and restrictions, and such acknowledgment shall be binding against the Owners of the Lots and the Property.

## ARTICLE X

### GENERAL

**Section 1. Remedies.** In the event of any default by any Owner under the provisions of the Declaration, Bylaws, or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws, and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such

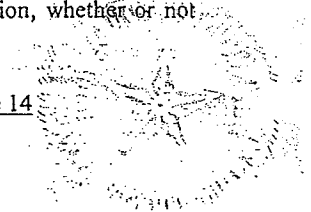


lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of money and collection thereof, or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, permitted by law but, with reference to any Lots financed by FHA-insured loans not in excess of the maximum rate of FHA loans at the time of delinquency from the due date until paid, shall be charged to and assessed against such defaulting Owner and shall be added to any deemed part of the respective maintenance assessment (to the same extent as the lien provided thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any owner.

**Section 2. Term and Amendments.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Provided, however, upon expiration of the initial twenty-five (25) year period of any ten (10) year extension thereof, these covenants and restrictions may be terminated by the election of no less than sixty percent (60%) of the then Owners. Such termination shall be evidenced by a written instrument signed by no less than sixty percent (60%) of the Owners and shall be duly recorded in the Real Property Records of Denton County, Texas. Except as provided hereinabove in this Section 2 of this Article, the covenants, conditions and restrictions of this Declaration may be abolished, amended and/or changed in whole or in part only with the consent of the Owners of seventy-five percent (75%) of the Lots covered by this Declaration, evidenced by a document in writing bearing each of their signatures and recorded in the then Real Property Records of Denton County, Texas.

**Section 3. Partial Invalidity.** Invalidation of any of these covenants, restrictions, or conditions, by court judgment or otherwise, shall not affect, in any way, the validity of the other covenants, restrictions, or conditions, all of which shall remain in force and in effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and the Declarant and/or the Association, in addition to its rights, shall have the right to enter the property of the violator and correct the violation or to require that the same be corrected.

**Section 4. Rights and Obligations.** The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees, and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.



**Section 5. Miscellaneous Provisions.** Any provisions of this Declaration to be contrary notwithstanding, the following provisions shall control:

(a) **Right to Assign.** The Declarant may, by appropriate instruments, assign or convey to any person, organization, or corporation any or all rights, reservations, easements, and privileges herein reserved unto the Declarant. Upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer, or assign such rights, reservations, easements, and privileges, or any one or more of them, at any time or times in the same way and manner as Declarant may exercise, transfer, or assign such rights, reservations, easements, and privileges.

(b) **Notices.** All notices given or required to be given to an Owner shall be sent via the United States mail, postage prepaid, certified or registered, return receipt requested.

(c) **Declarant's Activities.** Notwithstanding anything to the contrary contained herein, the Declarant, and its successors and assigns, reserves for itself and its designated agent or agents the right to use any Lot owned by it for a temporary office location and the right to place thereon a sign or signs.

(d) **Gender.** All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

(e) **Notice of Default.** Upon the request of any holder of a first mortgage of a dwelling on a Lot, the Association shall furnish to such mortgage a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Declaration or the Bylaws or Association rules and regulations which is not cured within thirty (30) days. Any first mortgage of a dwelling who comes into possession of such dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

**Section 6. Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**Section 7. Conflicts.** In the event of conflict between the terms of this Declaration and the Bylaws, rules, regulations, or Articles of Incorporation of the Association, this Declaration shall control.

**Section 8. Rerecording.** This Declaration is being re-recorded to attach Exhibit A which was left off in error.



IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

DECLARANT: [Signature]

By: Tommy K, LLC  
a limited liability company

By: Tom Kline, Jr.  
its Manager

STATE OF TEXAS

COUNTY OF Dallas

The foregoing instrument was acknowledged before me on this the 22<sup>nd</sup> day of January, 2008, by Tom Kline, Jr., the Manager of Tommy K, LLC, a limited liability company, on behalf of such limited liability company..

[Signature]  
Notary Public, State of Texas.  
Printed name: \_\_\_\_\_

My commission expires on:  
\_\_\_\_\_



CONSENT OF LIENHOLDER

The undersigned, being the owner and holder of a lien covering the Property (as defined herein), has executed this Declaration to evidence its joinder in, consent to and ratification of the imposition of the foregoing covenants, conditions, restrictions, easements, charges and liens, and its agreement that any foreclosure of its lien or proceeding in lieu of foreclosure shall not extinguish such covenants, conditions, restrictions and easements.

Joe M. Graham  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: PRESIDENT

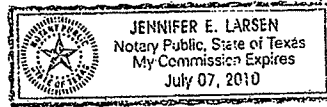
STATE OF TEXAS

COUNTY OF Dallas

The foregoing instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2008, by Joe M. Graham, President of Graham Mortgage Corporation, a Texas Corporation, on behalf of said corporation.

Jennifer E. Larsen  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

My commission expires on:  
\_\_\_\_\_



Return to:  
Tommy Kline  
12311 MARBROOK DR  
DALLAS TX 75230



Doc-43165

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



79 2008 00008526

Instrument Number: 2008-8526

As

Recorded On: January 25, 2008

Restrictions

Parties: TOMMY K LLC

Billable Pages: 18

To

Number of Pages: 18

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Restrictions	79.00
Total Recording:	79.00

\*\*\*\*\* DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2008-8526

Receipt Number: 453203

Recorded Date/Time: January 25, 2008 04:41:42P

**Record and Return To:**

TOMMY KLINE

12311 MARBROOK DR

DALLAS TX 75230

User / Station: K Dean - Cash Station 2



THE STATE OF TEXAS }  
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

*Cynthia Mitchell*

County Clerk  
Denton County, Texas

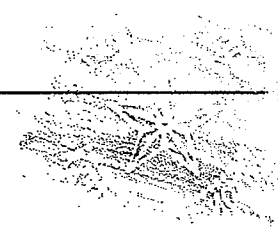


EXHIBIT A

Being a 20.919 acre tract of land situated in the E. PRITCHETT SURVEY, ABSTRACT NO. 1020, DENTON County, Texas, and being a remainder portion of a called 35.5 acre tract of land as described in Deed to B. W. McCormick as recorded in Volume 385, Page 381 of the Deed Records of DENTON County, Texas;

BEGINNING at a P. K. nail set for the Southeast corner of a tract of land as described in Deed to Danny Joe Burrows and wife, Carletta Jo Burrows, as recorded under County Clerk's File Number 94-R0007240 of said Deed Records, same being in the approximate centerline of Hickory Hill Road, the South line of said Pritchett Survey and the North line of the R. KNIGHT SURVEY, ABSTRACT NUMBER 702, said P. K. nail also being South 87 degrees 54 minutes 07 seconds East, a distance of 1275.40 feet from an iron rod found for the Southwest corner of said Burrows Tract;

THENCE North 01 degrees 57 minutes 04 seconds East, along the East line of said Burrows tract, passing at a distance of 676.23 feet an iron rod found for the Northeast corner of said Burrows tract, same being the Southeast corner of a tract of land as described in Deed to Francis J. Sweeny and wife, Paula Sweeney, as recorded in Volume 2910, Page 0666 of said Deed Records, in all a total distance of 1283.70 feet to a fence corner post for the Northeast corner of said Sweeney tract;

THENCE North 87 degrees 03 minutes 35 seconds West, along the North line of said Sweeney tract, a distance of 249.20 feet to a Corp of Engineers Monument No, F-558-3 for the Southern most Southeast corner of a tract of land described in Deed to Robert John Kipp as recorded in Volume 1359, Page 522 of said Deed Records, said monument being North 87 degrees 29 minutes 40 seconds East, a distance of 409.70 feet from a Corp of Engineers Monument No. F-558-4, for an angle point in the North line of said Sweeney tract;

THENCE North 22 degrees 17 minutes 20 seconds East, along the Southern most East line of said Kipp tract, a distance of 912.00 feet to a Corp of Engineers Monument No. F-588-2 for an interior ell corner of said Kipp tract and the Northern most Northwest corner of said 35.5 acre tract;

THENCE South 88 degrees 57 minutes 24 seconds East, along the North line of the common line of said 35.5 acre tract and said Kipp tract, a distance of 69.88 feet to an iron rod set in Southwest Right-of-Way line of the Atchison, Topeka and Santa Fe Railroad (a 150 foot wide Right-of-Way), said iron rod set being North 99 55 20 West, a distance of 189.11 feet from the Northwest corner of a tract of land as described in Deed to Walt Garrison as recorded in Volume 1801, Page 225 of said Deed Records;

THENCE South 36 degrees 26 minutes 51 seconds East, along the Southwesterly Right-of-Way line of said railroad, a distance of 871.69 feet to an iron rod set for the Northern most corner of a tract of land as described in Deed to James Lawrence Griffith and wife, Dona Jean Griffith, as recorded in Volume 1046, Page 793 of said Deed Records, same being the East line of said 35.5 acre tract, the East line of said Pritchett Survey and the West line of the A. CANNON SURVEY, ABSTRACT NUMBER 232;

THENCE South 02 degrees 23 minutes 30 seconds West, along the West line of said Griffith tract, the East line of said 35.5 acre tract, the East line of said Pritchett Survey and the West line of said Cannon Survey, a distance of 191.45 feet to an iron rod found for the Northeast corner of a tract of land as described in Deed to Duane H. Lamp and wife, Marguerite S. Lamp, as recorded in Volume 1049, Page 215 of said Deed Records;

THENCE North 86 degrees 48 minutes 05 seconds West, along the North line of said Lamp tract, a distance of 337.98 feet to an iron rod found for the Northwest corner of said Lamp tract;

THENCE South 02 degrees 21 minutes 48 seconds West, along the West line of said Lamp tract, passing at a distance of 1252.62 feet to an iron rod found in all a total distance of 1277.90 feet to a P. K. nail set for the Southwest corner of said Lamp tract, the South line of said Pritchett Survey and the North line of said R. Knight Survey, same being in the approximate centerline of Hickory Hill Road;

THENCE North 87 degrees 54 minutes 07 seconds West, along the South line of said Pritchett Survey, the North line of said R. Knight Survey, and the approximate centerline of Hickory Hill Road, a distance of 330.55 feet to the POINT OF BEGINNING, AND CONTAINING 20.919 or 911, 220 square feet of land, more or less, and being subject to any and all easements that may affect.

Now platted as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of BELLE COTE, an Addition to the City of Denton, DENTON County, Texas, according to the Plat thereof recorded in Cabinet X, Page 910, Plat Records, DENTON County, Texas.

**Document Receipt Information**

Reference Number: 021351.0588 Bella Cote CCR Correction - Declaration of Restrictive Covenants

<b>Instrument Number:</b>	43165
<b>No of Pages:</b>	21
<b>Recorded Date:</b>	5/12/2011 10:34:58 AM
<b>County:</b>	Denton
<b>Officer Name:</b>	Jayne Watson
<b>Volume:</b>	
<b>Page:</b>	0
<b>Recording Fee:</b>	\$91.00

CORRECTION

**DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR BELLA CÔTE**

THIS DECLARATION is made on the date hereinafter set forth by Tommy K, LLC, hereinafter referred to as the "Declarant."

**WITNESSETH:**

WHEREAS, the Declarant is the owner of certain real property in Denton County, Texas, which is described in "Exhibit A" attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, Declarant desires to subdivide the Property and to create an exclusive single family community known as Belle Côte pursuant to the terms and provisions of this Declaration.

NOW, THEREFORE, the Declarant declares that the Property shall be held, sold, and conveyed subject to the restrictions, covenants, and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a single family community of high standards. Such covenants shall be binding upon all parties having any right, title, or interest therein or any part thereof, their respective heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**DEFINITIONS**

The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

**Section 1.** "Property" shall mean and refer to the real property described in Exhibit "A" and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

**Section 2.** "Association" shall mean and refer to the Belle Côte Addition Homeowner's Association, a Texas non-profit corporation established for the purposes set forth herein.

**Section 3.** "Lot" shall mean and refer to any plot of land indicated upon any recorded subdivision map of the Property or any part thereof creating single family home sites, with the exception of any Common Area and areas deeded or dedicated to a governmental authority or utility, together with all improvements thereon.

**Section 4.** "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

**Section 5.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

**Section 6.** "Declarant" shall mean and refer to Tommy K Limited Liability Company, its successors and assigns who are designated as such in writing by the Declarant, and who consent in writing to assume the duties and obligations of the Declarant of the Declarant with respect to the Lots acquired by such successor or assigns.

**Section 7.** "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners and the one (1) foot strip of land running on the east site of Belle Côte Drive.

**Section 8.** "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and any entrance monuments, perimeter masonry walls, rights-of-way, landscaping, and such other areas lying within dedicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection, and enhancement of the property values and the general health, safety, or welfare of the Owners.

**Section 9.** "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Belle Côte and any amendments and supplements thereto made in accordance with its terms.

## ARTICLE II

### THE ENCLAVE ADDITION HOMEOWNERS ASSOCIATION, INC.

**Section 1. Membership.** The Declarant and every other Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

**Section 2. Funding.** Subject to the terms of this Article, Declarant, for each Lot owned by Declarant, hereby covenants to pay, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.





### Section 3. Assessments.

(a) **Units Owned by Class A Members.** Subject to the terms of this Article, each Lot is hereby subject to an initial maximum maintenance charge of \$10.00 per month or \$120.00 per annum (until such maintenance charge shall be increased in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot in advance in monthly, quarterly, or annual installments, commencing as to all Lots on which a completed Unit is then located on the conveyance of the first Lot to a Class A Member and as to all other Lots as of the completion of the Unit thereon. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly, or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each affected assessment period. Said rate may be adjusted from time to time by the Board of Directors as the needs of the Association may, in the judgment of the Directors, require. The Assessment for each Lot shall be uniform except as provided in Subsection (b) of this Section 3. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

(b) **Units or Lots Owned by Declarant.** Notwithstanding the foregoing, the Declarant shall be exempt from the annual maintenance assessment charged to Owners so long as there is a Class B membership as set forth in section 6. Declarant hereby agrees that for such period of time as there is a Class B membership in effect and Declarant's Lots are exempt from assessment as provided above, that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, Declarant shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of a request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected.

(c) **Purpose of Maintenance Fund.** The Association shall establish a maintenance fund composed of Owners' annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, if any, provided the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions, and conditions affecting the property to which the

maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employment of policemen and watchmen, if any, caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements of the Common Maintenance Area, such as, but without limitation, and entry monuments, sprinkler systems, and/or perimeter masonry walls. The fund shall be established and maintained out of the regular maintenance assessments.

**(d) Special Assessment for Working Capital Fund, Non-Recurring Maintenance, and Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

(i) Upon sale of the first Lot by Declarant to a Class A Member, a special assessment equal to ten (10) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of the Lot to a Class A Member. Such special assessment shall be available for all necessary expenditures of the Association.

(ii) In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any non-recurring maintenance, or the acquisition, construction, reconstruction, repair, or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto, may be assessed. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the non-recurring maintenance or improvements in question.

**Section 4. Non-Payment of Assessments: Remedies of the Association.** Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest non-usurious rate of interest allowed by Texas law or eighteen percent (18%) per annum, whichever is less. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclosure the lien retained herein against the Lot against which such assessment was made. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

**Section 5. Subordinated Lien to Secure Payment.** To secure the payment of the maintenance charge and assessment established hereby and to be levied upon individual Lots as above provided there is hereby reserved a lien for the benefit of the Association, said lien to be



enforceable through appropriate proceedings at law or in equity by such beneficiary provided, however, that each such lien shall be specifically made secondary, subordinate, and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage sixty (60) days' written notice of such proposed action, such notice, which shall be sent to the nearest office of the lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer pursuant to mortgage foreclosure. No sale, foreclosure, or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association *in* the Official Records of Denton County, Texas.

**Section 6. Voting Rights.** The Association shall have two classes of voting membership.

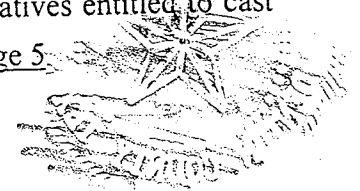
(a) **Class A.** Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they, among themselves, determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class B.** The Class B member shall be the Declarant who shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or ten (10) years after conveyance of the first Lot by Declarant, whichever occurs earlier.

(c) **Suspension.** All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article or its otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association, and such suspension shall apply to the proxy authority of the voting representative, if any.

**Section 7. Notice and Quorum.** Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At any such meeting called, the presence of members or of proxies or voting representatives entitled to cast

Declarations of Covenants, Conditions, and Restrictions for Belle Côte- Page 5



two-thirds (2/3) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

### ARTICLE III

#### GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

**Section 1. Purpose of Maintenance Fund.** The Board, for the benefit of the Owners, shall provide and shall pay out of the maintenance fund provided for in Article II above, the following:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas, if any, rather than against the individual Owners.

(b) Care and preservation of the Common Maintenance Areas.

(c) Normal recurring maintenance charges for the use and benefit of members of the Association as set forth in Article II, Section 3, paragraph (c) of this Declaration.

(d) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days' prior written notice to the managing party), and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(e) Legal and accounting services.

(f) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.

(g) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(i) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes, or assessments (including taxes or assessments assessed

Declarations of Covenants, Conditions, and Restrictions for Belle Côte- Page 6

against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

**Section 2. Powers and Duties of Board.** The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(d) To protect or defend the Common Areas, if any, and Common Maintenance Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Maintenance Areas, by a majority of the votes of the Owners in the portions affected.

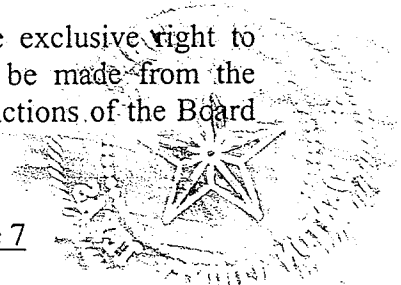
(f) To make available for inspection by Owners within sixty (60) days after the end of each year, an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(i) To collect all assessments and enforce all penalties for non-payment, including the filing of liens and institution of legal proceedings.

**Section 3. Board Powers Exclusive.** The Board shall have the exclusive right to contract for all goods, services, and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.



**Section 4. Maintenance Contracts.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association.

## ARTICLE IV

### TITLE TO COMMON AREAS

**Section 1. Association to Hold.** The Association shall assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

**Section 2. Liability Insurance.** From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences in the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross liability endorsements or other appropriate provisions for the benefit of the members, Directors, and the management company and other insureds, as their interests may be determined.

**Section 3. Condemnation.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems are reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any remaining funds may be utilized by the Association for the general maintenance funds.

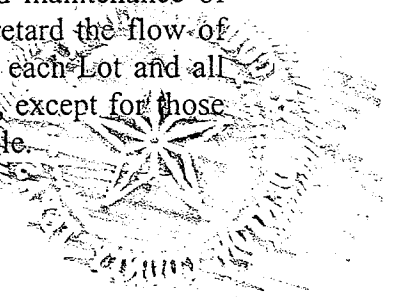
## ARTICLE V

### EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities serving the Lots are reserved as may be shown on the recorded plat of the Tuscany Hill Addition referred to herein. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may materially change the direction of flow, obstruct, or retard the flow of water in and through drainage channels in easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which one or more public authorities or utilities are responsible.

Declarations of Covenants, Conditions, and Restrictions for Belle Côte– Page 8

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## ARTICLE VI

### USE AND OCCUPANCY

All Lots and dwelling shall be used and occupied for single family residence purposes. No Lot or dwelling may be used for commercial, institutional, or other non-residential purposes. There shall not exist on any single family Lot at any time more than one residence. No building erected on any Lot shall exceed three (3) stories in height. Except during the construction period only, no mobile home, manufactured home, tent or shack, visible from the adjacent property or from public thoroughfares shall be erected on any of the Lots without the written approval from the Architectural Control Committee. No trade or business of any kind shall be conducted upon a single family Lot or any part thereof. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a single family Lot and remodeling or converting same into a dwelling house.

## ARTICLE VII

### PROPERTY RIGHTS

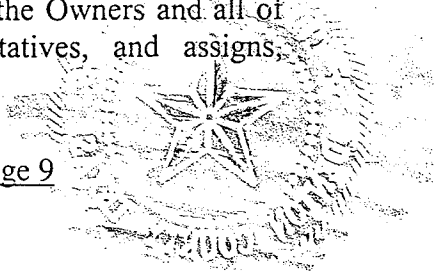
**Section 1. Owners' Easement of Enjoyment.** Every Owner shall have a right and easement in and to the Common Areas, if any, and a right and easement of ingress and egress to, from, and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members;

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, "to any public agency, authority, or utility for such purposes and subject to the conditions as may be agreed by the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds(2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer;

(d) All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners and all of their grantees, their respective heirs, successors, personal representatives, and assigns, perpetually and in full force.



**Section 2. Effect of Declaration.** Reference in any deed, mortgage, trust deed, or any other recorded documents to the easements, restrictions, and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions, and covenants were fully related and set forth in their entirety in said documents.

## ARTICLE VIII

### USE RESTRICTION

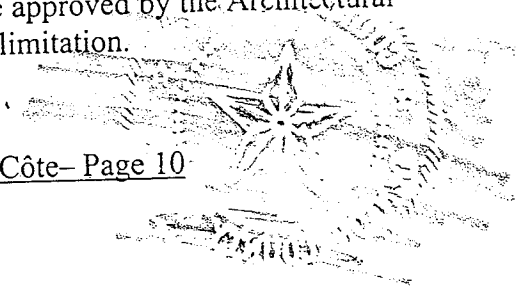
**Section 1. Nuisances.** The land and improvements constituting or located on each Lot shall not be used so as to disturb the neighborhood or occupants of the adjacent property, nor to constitute a nuisance, nor to violate any public law, ordinance, or regulation from time to time applicable thereto. No such land and improvements shall be used for any purpose which will create or emit any objectionable, offensive, or noxious odors, dust, gas, fumes, liquids, noises, or other such materials or conditions. Except during the period of construction of a home or other structure, no Owner shall permit any rubbish or debris of any kind to be placed or to accumulate upon any Lot. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor plant diseases, insects, or other pests. No lighting or illumination of any type shall be placed upon a Lot in such a manner as to cause unreasonable glare or illumination on any other Lot or on public thoroughfares.

**Section 2. Development Activity.** Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

**Section 3. Building Area.** Any single family residence constructed on any Lot shall have a fully enclosed area of not less than 3,400 square feet, exclusive of carports, terraces, garages, open porches, eaves and overhangs. For each two story residence constructed on any Lot, there shall be a fully enclosed area of not less than 4,800 square feet, exclusive of carports, terraces, garages, open porches, eaves, and overhangs.

**Section 4. Building Materials.** All exterior bearing walls must be seventy-five percent (75%) masonry, stone, hardie board or brick veneer unless otherwise approved by the Architectural Control Committee.

**Section 5. Fences.** All fences shall be of masonry, wood, brick, or wrought iron, or combinations thereof. Solid privacy fences are prohibited on property lines. Barbed wire, drive post, wire or chain link fences are prohibited. All fences shall be maintained in an attractive manner. No fence shall exceed (5) feet in height, unless otherwise approved by the Architectural Control Committee. Entry columns are excluded from this height limitation.





**Section 6. Utilities.** All utilities, including, without limitation, telephone wiring, shall be placed below grade, except that transformers and any other equipment which is impracticable to place below grade may be placed above grade.

**Section 7. Air Conditioning Apparatus.** No air conditioning apparatus shall be installed on the ground in the front of a dwelling house unless approved by the Architectural Control Committee. No air conditioning apparatus or evaporation cooler shall be installed on any front wall of a dwelling house.

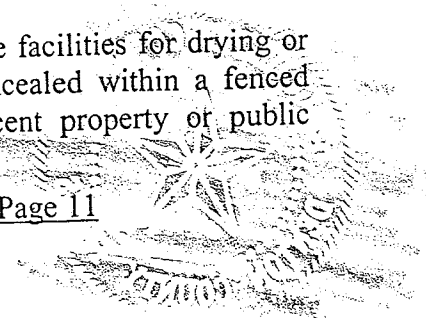
**Section 8. Garages.** All garages shall be not less than a two car size and shall be fully enclosed and contain full length doors at the entranceway thereto. No garage shall be sued by anyone other than the Owner of a Lot on which the garage is situated or his family or a bona fide guest.

**Section 9. Signs.** No signs whatsoever (movable or affixed), including, but not limited to, commercial, political, and similar signs, which are visible from adjacent property or from public thoroughfares shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by law.
- (b) A residential identification sign not more than eighteen (18) by twenty four (24) inches in height and width.
- (c) During the time of construction of any buildings or other improvements, one job identification sign not larger than eighteen (18) by twenty four (24) inches in height and width.
- (d) A "For Sale" or "For Rent" sign not exceeding sixteen (16) square feet in size.
- (e) Builder signs during the construction period: The provisions of this Section shall not prevent the Declarant from commencing, erecting, or maintaining structures or signs of any content or size on Lots owned by it when the Declarant, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Lots or other portions of the Property.

**Section 10. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that horses, deer and exotic animals (being a species of game not indigenous to Texas, including axis deer, nilga antelope, red sheep and other cloven-hoofed ruminant mammals) dogs, cats, or other household pets may be kept thereon provided that they are not kept, bred, or maintained for any commercial purpose. No more than one (1) horse or cow per acre shall be allowed on any Lot.

**Section 11. Clotheslines.** Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained except concealed within a fenced service yard or otherwise concealed and not visible from the adjacent property or public thoroughfares.



**Section 12. Antennas and Signals.** Other than satellite dish antennas, no exterior antenna, pole, mast, antenna or other device for the transmission or reception of any form of electromagnetic radiation exceeding twenty feet (20') in height shall be erected, used, or maintained on any Lot unless approved by the Architectural Control Committee in writing. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals on any other Lot. No satellite dish antenna in excess of 24 inches in diameter shall be erected unless approved by the Architectural Control Committee.

**Section 13. Temporary Structures, Vehicles.** No permanent tent or similar structure or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from the adjacent property or other public thoroughfares; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in accordance herewith. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property or public thoroughfares. No trailer, tent, camper, garage, or other temporary structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair, or remodeling of a dwelling shall be moved immediately after the completion of construction. No trailer, boat, camper, recreation, or commercial vehicle shall be permanently parked or stored in such a manner so as to be directly visible from public thoroughfares. Permanently parked is deemed to designate the customary location of these vehicles when not in use.

**Section 14. General Maintenance.** Each Owner shall maintain and care for all improvements and all trees, foliage, plants, and lawns on his Lot, and otherwise keep his Lot and all improvements thereon in conformity with the general character and quality of properties in the immediate area.

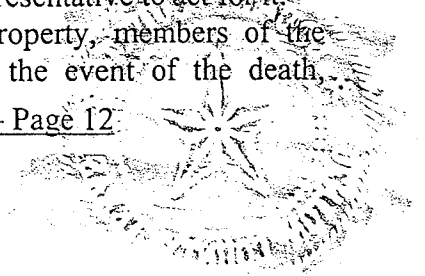
**Section 15. Construction.** All houses and structures shall be completed within twelve (12) months after commencement of construction.

## ARTICLE IX

### ARCHITECTURAL CONTROL COMMITTEE

**Section 1. Designation.** Declarant shall appoint three individuals to serve as an architectural control committee (herein in this Declaration called the "Architectural Control Committee" or the "Committee"). The Committee may designate a representative to act for it. Unit such time as Declarant no longer owns any interest in the Property, members of the Committee may be removed for any reason by Declarant, and in the event of the death,

Declarations of Covenants, Conditions, and Restrictions for Belle Côte- Page 12



resignation, or removal of a member of the Committee, Declarant shall have full authority to designate a successor. At such time as Declarant no longer owns any interest in the Property, the rights of the Declarant with respect to removal and appointment of members of the Committee shall vest in the Association, acting by and through its Board of Directors.

**Section 2. Authority.** No residence, building, fence, free-standing mailbox, or other structure shall be erected, placed, or altered on any Lot until plans and specifications therefor have been approved by the Committee. Following the completion of construction, no building, fence, free-standing mailbox, or other structure shall be occupied or otherwise utilized until the Committee has determined that the complete building, fence, or other structure was erected, placed, or altered on the Lot in compliance with the approved plans and specifications.

**Section 3. Procedure.** Plans and specifications shall be submitted to the Committee at least twenty (20) days prior to the commencement of any construction. These plans and specifications shall include the floor plans and elevations of all faces of the structures, and copies of the above described plans and specifications shall be retained by the Committee. The Committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. If said Committee fails to approve or disapprove said plans and specifications within twenty (20) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. A complete building, fence, or other structure shall be deemed to have been constructed in compliance with the plans and specifications unless within sixty (60) days after completion of construction the Committee places on record an instrument setting forth its disapproval. Any disapproval shall set forth the elements disapproved and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Committee in this respect shall be in the exercise of its sole and absolute discretion and shall be final and conclusive. The Committee may approve any deviation from these covenants and restrictions as the Committee, in its sole and absolute discretion, deems consistent with the purposes hereof. Approval by the Committee of the plans and specifications or its determination that the completed building, fence, or other structure has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgement by the Committee that such are in accordance with these covenants and restrictions, and such acknowledgment shall be binding against the Owners of the Lots and the Property.

## ARTICLE X

### GENERAL

**Section 1. Remedies.** In the event of any default by any Owner under the provisions of the Declaration, Bylaws, or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws, and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such

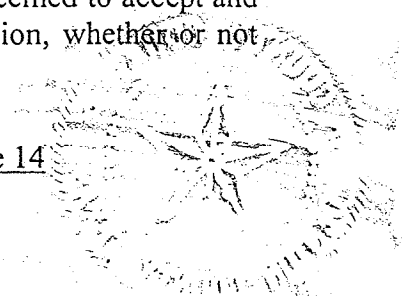


lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of money and collection thereof, or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, permitted by law but, with reference to any Lots financed by FHA-insured loans not in excess of the maximum rate of FHA loans at the time of delinquency from the due date until paid, shall be charged to and assessed against such defaulting Owner and shall be added to any deemed part of the respective maintenance assessment (to the same extent as the lien provided thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any owner.

**Section 2. Term and Amendments.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Provided, however, upon expiration of the initial twenty-five (25) year period of any ten (10) year extension thereof, these covenants and restrictions may be terminated by the election of no less than sixty percent (60%) of the then Owners. Such termination shall be evidenced by a written instrument signed by no less than sixty percent (60%) of the Owners and shall be duly recorded in the Real Property Records of Denton County, Texas. Except as provided hereinabove in this Section 2 of this Article, the covenants, conditions and restrictions of this Declaration may be abolished, amended and/or changed in whole or in part only with the consent of the Owners of seventy-five percent (75%) of the Lots covered by this Declaration, evidenced by a document in writing bearing each of their signatures and recorded in the then Real Property Records of Denton County, Texas.

**Section 3. Partial Invalidity.** Invalidation of any of these covenants, restrictions, or conditions, by court judgment or otherwise, shall not affect, in any way, the validity of the other covenants, restrictions, or conditions, all of which shall remain in force and in effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and the Declarant and/or the Association, in addition to its rights, shall have the right to enter the property of the violator and correct the violation or to require that the same be corrected.

**Section 4. Rights and Obligations.** The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees, and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.



**Section 5. Miscellaneous Provisions.** Any provisions of this Declaration to be contrary notwithstanding, the following provisions shall control:

(a) **Right to Assign.** The Declarant may, by appropriate instruments, assign or convey to any person, organization, or corporation any or all rights, reservations, easements, and privileges herein reserved unto the Declarant. Upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer, or assign such rights, reservations, easements, and privileges, or any one or more of them, at any time or times in the same way and manner as Declarant may exercise, transfer, or assign such rights, reservations, easements, and privileges.

(b) **Notices.** All notices given or required to be given to an Owner shall be sent via the United States mail, postage prepaid, certified or registered, return receipt requested.

(c) **Declarant's Activities.** Notwithstanding anything to the contrary contained herein, the Declarant, and its successors and assigns, reserves for itself and its designated agent or agents the right to use any Lot owned by it for a temporary office location and the right to place thereon a sign or signs.

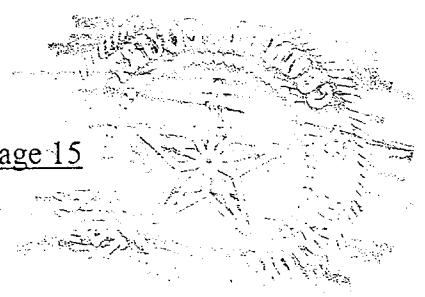
(d) **Gender.** All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

(e) **Notice of Default.** Upon the request of any holder of a first mortgage of a dwelling on a Lot, the Association shall furnish to such mortgage a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Declaration or the Bylaws or Association rules and regulations which is not cured within thirty (30) days. Any first mortgage of a dwelling who comes into possession of such dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

**Section 6. Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**Section 7. Conflicts.** In the event of conflict between the terms of this Declaration and the Bylaws, rules, regulations, or Articles of Incorporation of the Association, this Declaration shall control.

**Section 8. Rerecording.** This Declaration is being re-recorded to attach Exhibit A which was left off in error.



IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

DECLARANT: 

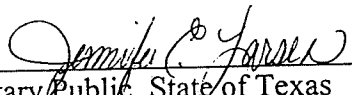
By: Tommy K, LLC  
a limited liability company

By: Tom Kline, Jr.  
its Manager

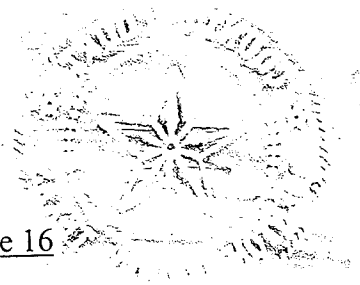
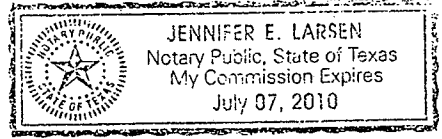
STATE OF TEXAS

COUNTY OF Dallas

The foregoing instrument was acknowledged before me on this the 22nd day of January, 2008, by Tom Kline, Jr., the Manager of Tommy K, LLC, a limited liability company, on behalf of such limited liability company.

  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

My commission expires on:  
\_\_\_\_\_



CONSENT OF LIENHOLDER

The undersigned, being the owner and holder of a lien covering the Property (as defined herein), has executed this Declaration to evidence its joinder in, consent to and ratification of the imposition of the foregoing covenants, conditions, restrictions, easements, charges and liens, and its agreement that any foreclosure of its lien or proceeding in lieu of foreclosure shall not extinguish such covenants, conditions, restrictions and easements.

Joe M. Graham  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: PRESIDENT

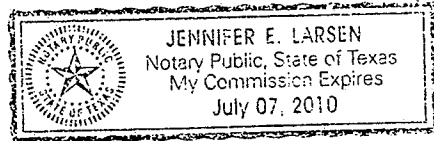
STATE OF TEXAS

COUNTY OF Dallas

The foregoing instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2008, by Joe M. Graham, President of Graham Mortgage Corporation, a Texas Corporation, on behalf of said corporation.

Jennifer E. Larsen  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

My commission expires on:  
\_\_\_\_\_



Return to:  
Tommy Kline  
12311 MARBROOK DR  
DALLAS TX 75230



Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



70 2008 00008526

Instrument Number: 2008-8526

Recorded On: January 25, 2008

As  
Restrictions

Parties: TOMMY K LLC

Billable Pages: 18

To

Number of Pages: 18

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Restrictions	79.00
<b>Total Recording:</b>	<b>79.00</b>

\*\*\*\*\* DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

**Record and Return To:**

Document Number: 2008-8526

Receipt Number: 453203

Recorded Date/Time: January 25, 2008 04:41:42P

User / Station: K Dean - Cash Station 2

TOMMY KLINE

12311 MARBROOK DR

DALLAS TX 75230

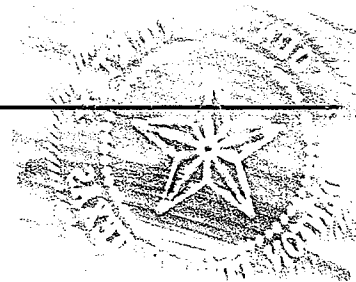


THE STATE OF TEXAS }  
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

*C Mitchell*

County Clerk  
Denton County, Texas





## EXHIBIT A

Being a 20.919 acre tract of land situated in the E. PRITCHETT SURVEY, ABSTRACT NO. 1020, DENTON County, Texas, and being a remainder portion of a called 35.5 acre tract of land as described in Deed to B. W. McCormick as recorded in Volume 385, Page 381 of the Deed Records of DENTON County, Texas;

BEGINNING at a P. K. nail set for the Southeast corner of a tract of land as described in Deed to Danny Joe Burrows and wife, Carletta Jo Burrows, as recorded under County Clerk's File Number 94-R0007240 of said Deed Records, same being in the approximate centerline of Hickory Hill Road, the South line of said Pritchett Survey and the North line of the R. KNIGHT SURVEY, ABSTRACT NUMBER 702, said P. K. nail also being South 87 degrees 54 minutes 07 seconds East, a distance of 1275.40 feet from an iron rod found for the Southwest corner of said Burrows Tract;

THENCE North 01 degrees 57 minutes 04 seconds East, along the East line of said Burrows tract, passing at a distance of 676.23 feet an iron rod found for the Northeast corner of said Burrows tract, same being the Southeast corner of a tract of land as described in Deed to Francis J. Sweeny and wife, Paula Sweeney, as recorded in Volume 2910, Page 0666 of said Deed Records, in all a total distance of 1283.70 feet to a fence corner post for the Northeast corner of said Sweeney tract;

THENCE North 87 degrees 03 minutes 35 seconds West, along the North line of said Sweeney tract, a distance of 249.20 feet to a Corp of Engineers Monument No, F-558-3 for the Southern most Southeast corner of a tract of land described in Deed to Robert John Kipp as recorded in Volume 1359, Page 522 of said Deed Records, said monument being North 87 degrees 29 minutes 40 seconds East, a distance of 409.70 feet from a Corp of Engineers Monument No. F-558-4, for an angle point in the North line of said Sweeney tract;

THENCE North 22 degrees 17 minutes 20 seconds East, along the Southern most East line of said Kipp tract, a distance of 912.00 feet to a Corp of Engineers Monument No. F-588-2 for an interior ell corner of said Kipp tract and the Northern most Northwest corner of said 35.5 acre tract;

THENCE South 88 degrees 57 minutes 24 seconds East, along the North line of the common line of said 35.5 acre tract and said Kipp tract, a distance of 69.88 feet to an iron rod set in Southwest Right-of-Way line of the Atchison, Topeka and Santa Fe Railroad (a 150 foot wide Right-of-Way), said iron rod set being North 99 55 20 West, a distance of 189.11 feet from the Northwest corner of a tract of land as described in Deed to Walt Garrison as recorded in Volume 1801, Page 225 of said Deed Records;

THENCE South 36 degrees 26 minutes 51 seconds East, along the Southwesterly Right-of-Way line of said railroad, a distance of 871.69 feet to an iron rod set for the Northern most corner of a tract of land as described in Deed to James Lawrence Griffith and wife, Dona Jean Griffith, as recorded in Volume 1046, Page 793 of said Deed Records, same being the East line of said 35.5 acre tract, the East line of said Pritchett Survey and the West line of the A. CANNON SURVEY, ABSTRACT NUMBER 232;

THENCE South 02 degrees 23 minutes 30 seconds West, along the West line of said Griffith tract, the East line of said 35.5 acre tract, the East line of said Pritchett Survey and the West line of said Cannon Survey, a distance of 191.45 feet to an iron rod found for the Northeast corner of a tract of land as described in Deed to Duane H. Lamp and wife, Marguerite S. Lamp, as recorded in Volume 1049, Page 215 of said Deed Records;

THENCE North 86 degrees 48 minutes 05 seconds West, along the North line of said Lamp tract, a distance of 337.98 feet to an iron rod found for the Northwest corner of said Lamp tract;

THENCE South 02 degrees 21 minutes 48 seconds West, along the West line of said Lamp tract, passing at a distance of 1252.62 feet to an iron rod found in all a total distance of 1277.90 feet to a P. K. nail set for the Southwest corner of said Lamp tract, the South line of said Pritchett Survey and the North line of said R. Knight Survey, same being in the approximate centerline of Hickory Hill Road;

THENCE North 87 degrees 54 minutes 07 seconds West, along the South line of said Pritchett Survey, the North line of said R. Knight Survey, and the approximate centerline of Hickory Hill Road, a distance of 330.55 feet to the POINT OF BEGINNING, AND CONTAINING 20.919 or 911, 220 square feet of land, more or less, and being subject to any and all easements that may affect.

Now platted as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of BELLE COTE, an Addition to the City of Denton, DENTON County, Texas, according to the Plat thereof recorded in Cabinet X, Page 910, Plat Records, DENTON County, Texas.