

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AKA "DEED RESTRICTIONS" OF
HIGHER LINKS ADDITION**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JOHNSON

WHEREAS, Higher Links, LLC, a Texas limited liability company (hereinafter referred to as the "Declarant"), is the owner and developer of those certain Lots in that certain tract or parcel of land described as lots 1 through 49 and lot 50X of Block 1 of the HIGHER LINKS ADDITION to the City of Godley in Johnson County, Texas (hereinafter referred to as the "Higher Links Addition" or the "Property"), according to the Plat thereof recorded as Instrument #2022-93 on May 12, 2022 as Slide E-125 of the Plat Records of Johnson County, Texas, established these Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") applicable to the following-described Higher Links Addition property, to wit:

BEING A TRACT OF LAND SITUATED IN THE R.W. BOYCE SURVEY, ABSTRACT NO. 24 SITUATED IN JOHNSON COUNTY, TEXAS; EMBRACING ALL OF THE 14-450/1000ACRES TRACT DESCRIBED IN THE DEED TO HIGHER LINKS, LLC RECORDED IN DOCUMENT NO. 2022-5943 OF THE OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (2011). All 5/8" capped irons set called for in this description are marked "Brookes Baker Surveyors",

Beginning at a 1/2" iron found for the southeast corner of said 14-450/1000 acres tract, and for the southwest corner of the 3-18/100 acres tract described in the deed to Godley Wildcat Properties, LLC recorded in Document No. 2017-16912 of the said Official Public Records, for the north line of W. Links Drive.

Thence south 89 degrees-41 minutes-33 seconds west, along the south line of said 14-450/1000 acres tract, for the north line of said W. Links Drive, 403-45/100 feet to a 5/8" capped iron set for the southwest corner of said 14-450/1000 acres tract.

Thence north 00 degrees-13 minutes-07 seconds west, along the west line of said 14-450/1000 acres tract, generally along a fence, 1569-67/100 feet to a 1/2" capped iron found for the northwest corner of said 14-450/1000 acres tract, in the south line of the 10 acres tract described in the deed to the Board of Trustees, Godley Independent School District recorded in Volume 1318, Page 622 of the said Official Public Records.

Thence north 89 degrees-50 minutes-34 seconds east, along the north line of said 14-450/1000 acres tract, and the south line of said 10 acres tract, 398-87/100 feet to a 1/2" iron found for the northeast corner of said 14-450/1000 acres tract, and the northwest corner of the 0-755/1000 of an acre tract described in the deed to Godley ISD, recorded in Document No.2018-12401 of the Official

Public Records, described in Volume 1959, Page 76 of the said Official Public Records.

Thence south 00 degrees-23 minutes-09 seconds east, along the east line of said 14-450/1000 acres tract, and the west line of the 0-755/1000 of an acre tract, to and along the west line of the 0-755/1000 of an acre tract described in the deed to Godley Wildcat Properties, LLC, recorded in Document No. 2014-12164 of the said Official Public Records, and along the west side of the 0-755/1000 of an acre tract described in the deed to Godley Wildcat Properties, LLC, recorded in Instrument No. 12345 of the said Official Public Records, and along the west line of the 1-0/10 acres tract described in the deed to Godley Wildcat Properties recorded in Instrument No. 2015-8275 of the said Official Public Records, described in Volume 1303, Page 859 of the Official Public Records, described in Volume 1303, Page 859 of the said Official Public Records, and along the west line of said 3-18/100 acres tract, generally along a fence, , 1568-63/100 feet to the place of beginning and continuing 14-450/1000 acres.

WHEREAS, Declarant does by these presents reaffirm the adoption of the Plat recorded on May 12, 2022 as Instrument #2022-93, Slide E-575 in the Plat Records of Johnson County, Texas as Declarant's plan for subdividing the Property, containing approximately forty-nine (49) single family residential Lots designated as lots 1 through 49, and lot 50X in Block 1 containing a one acre detention pond, with the 20' building front set-backs from the street and the 5' side and rear set-backs, and the utility and storm drainage easements shown on such Plat; and

WHEREAS, Declarant desires that the Property be developed with covenants, conditions and restrictions, and uses and limitations, and further desires to provide for the preservation, administration, and maintenance of the Property known as the Higher Links Addition, and to protect the value, desirability, and attractiveness of the Higher Links Addition. Declarant does therefore by these presents hereby establish a general plan for the improvement, development, maintenance and preservation of such Higher Links Subdivision, and

DOES HEREBY ESTABLISH the Covenants, Conditions and Restrictions (this "Declaration" aka "Deed Restrictions") upon which, and subject to which, all lots and portions of such lots shall be improved or sold and conveyed by Declarant as owner thereof. Each and every one of these Covenants, Conditions and Restrictions is and are for the benefit of each owner of a lot in such Higher Links Addition or any interest therein, and shall inure to and pass with each and every parcel of such Higher Links Addition, and shall bind the respective heirs, assigns and personal representatives or other successors in interest of Declarant (the present owner of all the Higher Links Addition Property), specifically including but not limited to a successor Homeowners Association which may be formed by Declarant or formed by the lot owners following the sale by Declarant of all the lots in the Higher Links Addition.

NOW THEREFORE, Declarant hereby adopts this Declaration, which Covenants, Conditions and Restrictions contained herein are, and each thereof is, hereby imposed upon such real property, declaring that all of which Covenants, Conditions and

Restrictions are to be construed as respective covenants running with the title to the respective lots and with each and every parcel thereof to be held, sold and conveyed subject to this Declaration and the Plat and easements thereon, as said Plat and easements may be amended in the future. This Declaration, the Plat and the easements shall run with the land and be binding upon all parties purchasing lots within the Higher Links Addition and all persons or entities claiming by, through or under Declarant until December 31, 2043, at which time said Declaration shall be automatically extended for successive periods of ten (10) years, unless by vote of forty (40) of the forty-nine (49) lots, it is agreed to change this Declaration in whole or in part.

ARTICLE I **DEFINITIONS**

The following words and phrases, whether or not capitalized, have specified meanings when used herein, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1. **"Applicable Law"** means the statutes and public laws and ordinances in effect at the time a provision of this document, as amended, is applied, and pertaining to the subject matter of any provision hereof.

1.2. **"Architectural Control Committee"** means Declarant or the successor person or entity having jurisdiction over a particular application for architectural approval. During the Development Period, the Architectural Control Committee is Declarant, Declarant's designee, or Declarant's delegatee.

1.3. **"Assessment"** means any charge levied against a lot or lot owner by the Declarant or by a successor Declarant or a successor Homeowners' Association, pursuant to State law.

1.4. **"Builders"** means and refers to persons or entities that purchase one or more Lots and build speculative or custom homes thereon for third party purchasers.

1.5. **"Contractor"** means and refers to the person or entity with whom an owner contracts to construct a structure or any improvement on such owner's lot.

1.6. **"Declarant"** means Higher Links, LLC, a Texas limited liability company, the Developer of the Property, or the respective successors and assigns of Higher Links, LLC, which acquire any portion of the Property for the purpose of development, are designated a Successor Declarant by Declarant, or by any such successor and assign, in a recorded document. Unless clearly stated otherwise herein, "Declarant" refers jointly to Declarant, Declarant's designee, Declarant's delegate, and Declarant's Successor.

1.7. **"Declarant Control Period"** means that period of time during which Declarant controls the development, operation and management of the Higher Links Addition, pursuant to this Declaration.

1.8. **“Developer”** means and refers to Higher Links, LLC, a Texas limited liability company, and its successors and assigns.

1.9. **“Development Period”** means the 10-year period beginning the date this Declaration is recorded, during which Declarant has certain rights pursuant to this Document, including rights relating to development, architectural design, construction, maintenance and marketing of the Higher Links Addition Property. The Development Period is for a term of years, but shall terminate when Declarant no longer owns any land in the Higher Links Addition. Declarant may terminate the Development Period at any time by recording a notice of termination.

1.10. **“Document”** means, singly or collectively as the case may be, these Covenants, Conditions and Restrictions (the “Declaration”) and the Plat as these may be amended from time to time. An Appendix, Exhibit, Schedule, or Certification accompanying a Document is a part of that Document.

1.11. **“Dwelling”** means a residential building having accommodations for and occupied by not more than one Family (as defined by Declarant).

1.12. **“Lot”** means a portion of the Higher Links Addition Property intended for independent ownership, on which there is or will be constructed either a commercial structure or a detached single-family residential dwelling, as shown on the Plat. Where the context indicates or requires, “lot” includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the lot.

1.13. **“Owner”** means a holder of fee simple title to a lot in the Higher Links Addition as platted and recorded in the Deed Records of Johnson County, Texas, including contract sellers (a seller under a Contract-for-Deed). Declarant is the initial owner of all lots in the Higher Links Addition. Contract sellers and mortgagees, who acquire title to a lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure, are owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners.

1.14. **“Plat”** means the Higher Links Addition, a subdivision in the City of Godley in Johnson County, Texas (hereinafter referred to as the “Higher Links Subdivision” or the “Property”), according to the Plat thereof recorded on May 12, 2022 as Slide #E-575, Instrument Number 2022-93 of the Plat Records of Johnson County, Texas, and all Plat amendments, singly and collectively, recorded in the Real Property Records of Johnson County, Texas, and pertaining to the Higher Links Addition real property, including all dedications, limitations, restrictions, covenants, easements, conditions, liens, notes, and reservations shown on the Plat, as it may be amended from time to time.

1.15. **“Property”** means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is Higher Links Subdivision and includes every lot thereon in the Higher Links Addition property described by metes and bounds hereinabove, plus any “Additional Land” hereafter added to the subdivision and platted of record in Johnson County, Texas, and made

subject to the jurisdiction of the Association. The "Property" is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, reservations, liens, and easements of this Declaration (aka "Deed Restrictions"), which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property. **Each Owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Declaration and the Documents referenced herein, and further agrees to maintain any easement that crosses his/her lot and for which the Association does not have express responsibility.**

1.16. **"Covenants, Conditions and Restrictions"** means this document, also known as the "Declaration," as it may be amended from time to time.

1.17. **"Resident"** means any occupant of any single family residential dwelling on lots 1 through 49, regardless of whether the person owns the lot.

1.18. **"Rules"** means rules and regulations which may be adopted by Declarant for the benefit of the lot owners as a whole and for the Higher Links Addition.

1.19. **"Street Line"** means the boundary line of a lot which is also the boundary line of a Street.

1.20. **"Underwriting Lender"** means Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Housing Administration (HUD/FHA), Federal National Mortgage Association (Fannie Mae), or U.S. Department of Veterans Affairs (VA), singly or collectively. The use of this term and these institutions may not be construed as a limitation on an Owner's financing options, nor as a representation that the Property is approved by any institution.

ARTICLE II

PROPERTY SUBJECT TO DOCUMENTS, ORDINANCES, EASEMENTS AND DEDICATIONS

2.1. **Improvements Compliance.** All improvements on a lot must (1) comply with any applicable City of Godley, Johnson County, Texas ordinances and codes, and (2) have the Architectural Control Committee's prior written approval in compliance with this Declaration. These two (2) requirements are independent; that is, one does not ensure or eliminate the need for another. The lot owner and/or owner's Builder or Contractor must comply with both requirements.

2.2. **Residential Use of Lots 1 through 49.** Lots 1 through 49 may be used only for the construction and use by its owner, or by Owner's Lessee or Guest, of one single family residence and improvements approved by Declarant or Declarant's designated agent. The architectural design, construction dimensions, exterior roof and siding materials, and colors of all structures, and the location and orientation of all structures, improvements (specifically including but not limited to the location and design of all

ingress and egress access and other driveway and parking improvements), and landscaping within said lots 1 through 49, must each be first approved in writing by Declarant, Declarant's designated agent or Declarant's heirs, assigns, personal representatives or other successors in interest, representing and on behalf of the Higher Links Addition. As a general rule, the Owner or residents (including tenants) of a residential lot has the sole and exclusive use of the Owner's Lot from boundary to boundary, and is solely responsible for the maintenance of all portions of such lot and all of the improvements on the lot from boundary to boundary.

2.3. Lot Subdivision, Combination, Replat and Composite Building Site. One or more lots may be subdivided and replatted with the approval of all Owners of the Lots directly affected by the replatting. The size of each lot and the density of the lots in the Higher Links Addition must comply with the requirements of the City of Godley Subdivision Ordinances. Any Owner of one or more adjoining lots (or portions thereof) may replat and consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site with the prior written approval of all Owners of the lots directly affected, plus the prior written approval of the Association's Board of Directors and the Architectural Control Committee and the City of Godley, Texas. In such case, the side set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the Plat. Combining lots or portions thereof shall be in compliance with the City of Godley Subdivision Ordinance, and shall not result in any remaining lot or remaining portion of any lot(s) being smaller in size than the smallest of any affected lot prior to the proposed combination and replatting. The parties executing the replat will provide a copy of the recorded replat to the Association. Replatting of lots will not alter the number of assessments allocated to each of the lots as originally platted. However, if replatting of lots reduces the number of lots as originally platted by combining lots, the joined lot will have one vote, and will continue to have the assessments allocated to the lots as originally platted. So, by way of example, if two originally platted lots are replatted into one joined lot, the joined lot will continue to have the combined assessments allocated to the two lots that were replatted into one joined lot.

2.4. City of Godley's Subdivision Ordinance - General. The City of Godley, Johnson County, Texas contains subdivision ordinances pertaining to property owners' associations. No amendment of the Documents, nor any act or decision of the Declarant or Declarant's successors after the passage of an ordinance or an amendment to an ordinance, which is not in compliance with the ordinance during its period of effectiveness, may violate the requirements of the ordinance. The Declarant should stay informed about the county's ordinances and requirements.

2.5. City of Godley and Johnson County Regulations. Declarant has and will continue to use its "best efforts" to comply with City of Godley, Texas and the Johnson County, Texas Regulations, specifically to meet (a) the density requirements for a development served by the Johnson County SUD (Special Utility District) public water system within the Water Quality District; (b) the City of Godley municipal sanitary sewer system, (c) the planned emergency accessibility, as well as the placement of fire hydrants, as shall be approved by the Johnson County SUD, and to meet the requirements of the City of Godley; and (d) the Higher Links Addition's engineered

drainage plan, along with density reports during roadway construction, meets the requirements of both the City of Godley and Johnson County. Declarant and Declarant's successors shall continue to use their respective "best efforts" to remain in compliance with the City of Godley and Johnson County regulations as to current or future uses - actual or permitted - of any land in Johnson County that is adjacent to or near the Property.

2.6. Plat Dedications, Easements & Restrictions. In addition to the dedications, easements, restrictions and protective covenants contained in this Declaration, the Property is subject to the reservations, dedications, limitations, notes, easements, restrictions, and reservations shown or cited on the Plat, which is fully incorporated herein as Exhibit A for reference. All dedications, easements, restrictions, and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Higher Links Addition recorded or hereafter recorded in the Plat records of Johnson County, Texas, shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, and on or behalf of conveyances of lots executed by lot owners, whether specifically referred to therein or not. Each owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by the Plat, and further agrees to maintain any easement that crosses his or her lot and for which the Association does not have express responsibility.

- A. **Dedication of Utility Easements.** Declarant dedicates to the public, the non-exclusive, utility easements over, under and across areas, as described or shown on the Plat. Further, the Declarant dedicates for public use the easements shown on the Plat for the purpose of constructing, maintaining, repairing, removing and/or replacing a system or systems (including all utilities equipment and facilities) of water, sanitary sewer, drainage, natural gas, electric lighting, electric power, telegraph and telephone line or lines, storm surface drainage, cable television and/or internet, or any other utility the Declarant sees fit to install in, across and under the Property. All utility easements may be used for the construction of drainage swales in order to provide for improved surface drainage of Common Area and/or lot(s). Any utility company serving the community shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Declarant nor any utility company, political subdivision, or other authorized entity, or any of their agents, employees, or servants using the easements herein referred to, shall be liable for any damages done to trees and lawns, fences, shrubbery, or to other property of the owner on the property covered by said easements. No Improvement or Structure shall be constructed or placed on any such public easement without the express prior written consent of the Declarant or the Architectural Control Committee. Full rights of ingress and egress shall be had by the Declarant, the Association, and all utility and CATV companies serving the Higher Links Addition, and their respective successors and assigns, at all times over the subdivision for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction (excluding, however any driveway, fence or other Improvements or Structures which has been

heretofore specifically approved by the Architectural Control Committee) that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

B. Dedication of Visibility, Access and Maintenance Easements ("VAM").

Declarant gives, grants and dedicates to the City of Godley, its successors and assigns, the area or areas as described or as shown on the Plat as "VAM" (Visibility, Access and Maintenance) as easement(s) to provide visibility, right of access, and maintenance upon and across said VAM Easement(s). The City shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement(s). Should the City exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The City may withdraw maintenance of any or all of the VAM Easements at any time. The ultimate maintenance responsibility for the VAM Easement(s) shall rest with the Association. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways may be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines of Highview Court with W. Links Drive, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree will be permitted to remain within that distance of intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines. The City of Godley shall have the right, but not the obligation, to add and maintain any landscape improvements to the VAM Easement(s), to erect any traffic control devices or signs on the VAM Easement(s) and to remove any obstruction thereon. The City of Godley, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement(s) or any part thereof for the purposes and with all rights and privileges set forth herein.

C. Interior Streets within Property.

The subdivision's Highview Court, Bluff Court, Cliff Court and High Ridge Court interior streets shall be dedicated to the public for public access. The platted street easement provides the County shall have the right of access for any purpose related to the exercise of a governmental service or function on a public street, including, but not limited to, fire and police protection, inspection, code enforcement and postal service. The easement permits the City of Godley to remove any vehicle or obstacle within the street that impairs emergency access. Higher Links, LLC, the Developer and Declarant of the Higher Links Addition, shall be responsible for the initial two-years maintenance and repair of the subdivision's streets and associated easements. During the first two years following the recording of the Plat of the Higher Links Addition, Declarant will indemnify, defend and hold harmless the City of Godley, their officers, employees and agents from any direct or indirect loss, damage, liability or expense and attorney's fees for any negligence whatsoever, arising out of the design, construction, operation,

maintenance condition or use of the streets and associated easements and improvements. Declarant will require any successor in interest to accept full responsibility and liability for any such negligence. All of the above shall be covenants running with the land. The subdivision's streets within the Property are those certain entry and exit driveway common areas and the interior streets situated within the Subdivision, including the entire interior streets as depicted on the Subdivision Plat. Access onto and off of the subdivision's interior streets are governed by the City of Godley. To the extent not prohibited by public law and with the approval of Johnson County, the Declarant and Declarant's successor is specifically authorized to adopt, amend, repeal, and enforce rules, regulations, and procedures for access and use of the subdivision's interior streets, including but not limited to:

1. Identification of vehicles used by owners and residents and their guests.
2. Subject to regulation by the City of Godley, speed limits, initially designated by the Association shall be 20 mph on the subdivision's interior streets, and shall be as otherwise designated in Rules adopted periodically by Declarant and Declarant's successor, following the prior approval of the City of Godley.
3. Limitations or prohibitions on curbside parking and no-parking areas.
4. Removal or prohibition of vehicles that violate the Higher Links Addition's applicable rules and regulations.
5. Fines for violations of the Higher Links Addition's applicable rules and regulations.

2.7. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the lots by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, water, natural gas, telegraph or telephone purposes, and subject to Party Fence agreements, and other easements hereafter granted affecting the lots. The owners of the respective lots shall not be deemed to own pipes, wires, conduits or other service lines or equipment running through, or existing on, their lots which are utilized for their lots or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his lot.

ARTICLE 3

PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

3.1. General. In addition to other easements and rights established by the Documents, the Property is subject to the easements and rights contained in this Article.

3.2. Public Access Easement. As noted and shown on the Plat of the Higher Links Addition, various Common Areas are burdened by specific public access easements

that may be used by emergency personnel.

3.3. Drainage Easements. Certain Common Areas are burdened by "Drainage Easements." The Drainage Easements, including drainage maintenance and related matters thereon, shall be maintained by the Declarant or the Declarant's successor or designated agent as a Common Expense of the Property Owners.

3.4. Party Wall Fence Easements. A fence located on or near the dividing line between two lots and intended to benefit both lots constitutes a "**Party Wall Fence**" and, to the extent not inconsistent with the provisions of this Article, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions. Any matters concerning party fences on the common boundary of contiguous Lots, which are not covered by this Declaration's terms, shall be governed by the general rules of law concerning party fences.

3.5. Easement for Screening Wall. Declarant or Declarant's successor is hereby granted a perpetual easement (the "**Screening Wall Easement**") over, on and along the boundaries of the Higher Links Addition Property. Whether in the sole discretion of the Declarant a privacy screening wall or fence and/or a decorative fence are designed and installed as a Common Element on the various boundaries, or any portion thereon, of the Property, they shall be maintained, in full compliance with any applicable City of Godley ordinance. The purpose of the Screening Wall Easement is to provide for the construction, existence, repair, maintenance, improvement, and replacement of the Property's Common Area Screening Wall (privacy screening wall or fence and/or a decorative fence), landscaping, signage relating to the Property on or as an integral part of the wall or fences, and other entry features, which shall be maintained by the Declarant or the Declarant's successor, or their designated agent, at the Property Owners' expense as a Common Area. The Declarant or the Declarant's successor, or their designated agent, at the Property Owners' expense, shall be responsible for maintaining, repairing and replacing any Common Area Screening Wall (privacy screening wall or fence and/or a decorative fence).

In exercising this Common Area Screening Wall Easement, the Association may repair, maintain, improve, and replace improvements reasonably related to the subdivision's W. Links Drive frontage and the Nelson Street frontage, or any portion thereof, fencing, the VAMs, landscaping, streetlamps at and along W. Links Drive and the Highview Court interior street frontage and all fixtures relating to the Common Area Screening Wall and the Property. Any owners of lots burdened with the Common Area Screening Wall Easement will have the continual use and enjoyment of their lots for any purpose that does not interfere with and prevent the subdivision's use of the Common Area Screening Wall Easement. In addition to the easement granted herein, the Declarant and Declarant's successors have the temporary right, from time to time, to use as much of the surface of any potentially burdened lot as may be reasonably necessary to perform its contemplated work on the Common Area Screening Wall Easement. This easement is perpetual. The Common Area Screening Wall Easement will terminate in whole or in part when the purpose of the easement ceases to exist, is abandoned by the Declarant or the Declarant's successor in whole or in part, or becomes impossible to perform. The Declarant or the Declarant's successor may

assign this easement, or any portion thereof, to a third party agreeing to accept such assignment.

3.6. Owner's Easement of Enjoyment. Every owner is granted a right and easement of enjoyment over the Common Areas and to use of all improvements therein, subject to other rights and easements contained in the Documents. An owner who does not occupy a lot delegates this right of enjoyment to the residents of his/her lot.

3.7. Owner's Ingress/Egress Easements. Every Owner is granted a perpetual easement over the Property's street, as may be reasonably required, for vehicular ingress to and egress from his lot. Similarly, every Owner is granted a perpetual easement over any other of the Property's Common Areas, subject to abiding by the rules of the Declarant or the Declarant's successor.

3.8. Rights of City of Godley. The City of Godley, including their agents and employees, have the right of immediate access to the subdivision's interior streets and Common Areas at all times as necessary for the welfare, safety and protection of the public, to enforce county ordinances.

3.9. Declarant's Lot Access Easement. The Declarant or Declarant's successor is granted an easement of access and entry to every lot and Common Area to perform maintenance, to enforce architectural and use restrictions, to respond to emergencies, and to perform any other duties required by the Documents.

3.10. Utility Easements. The Declarant or Declarant's successor may grant permits, licenses, and easements over Common Areas for utilities, roads, and other purposes necessary for the proper operation of the Property and the Higher Links Addition residential community. Any company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, removal or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Declarant or Declarant's successor. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television and/or internet, and security.

3.11. Prohibition Against Water Wells. The drilling of water wells on any Higher Links Addition Properties or Member Properties without the written consent of both the Declaration or Declarant's successor and the Johnson County SUD (Special Utility District) is prohibited. This Section 3.11 may not be amended by the Declarant or the Declarant's successor or the Members without the written approval of the Johnson County SUD.

3.12. Mineral Rights. No commercial oil or gas drilling, oil or gas development operations or refining, quarrying or mining operation of any kind shall be permitted upon or in any lot. No derrick or other rigging or structures designed for the use of boring or drilling for oil or natural gas shall be erected, maintained or permitted upon any Lot. Nevertheless, some, or all, of the Property may be subject to a previous owner's

acquisition, reservation, or conveyance of oil, gas, or mineral rights pursuant to one or more deeds recorded in the Real Property Records of Johnson County, Texas, including but not limited to rights to all oil, gas, or other minerals lying on, in, or under the Property and surface rights of ingress and egress. Because any deed reserving a mineral interest may have been recorded prior to this Declaration, it would be a superior interest in the Property and is not affected by any provision to the contrary in this Declaration. By accepting title to or interest in a lot, every Owner acknowledges the existence of the mineral right or reservation referenced in this Section and its attendant rights in favor of the owner of the mineral interest.

3.13. Notice of Limitation on Developer's / Declarant's Liability. The development of the Property occurs during a period when many local governments are trying to be absolved of liability for flood damage to private property. As a condition of Plat approval, a governmental entity may require a Plat note that not only disavows the entity's liability for flood damage, but affirmatively assigns the liability to the Developer / Declarant. Developer / Declarant does not intend or desire to impose such absolute liability on the Lot Owners. Notwithstanding Plat notes or public codes or ordinances now in existence or hereafter created, the Declarant or Declarant's successor cannot and should not be liable for acts of God or for property damage that is not the result of the Declarant's negligence or willful misconduct. Declarant hereby gives notice that the Declarant does not accept liabilities imposed by any governmental entity for which the Declarant cannot obtain insurance at a reasonable cost, or for which its Members refuse to fund reserve accounts at levels sufficiently high to pay the damages for which the governmental entity may seek to make the Declarant liable. This notice is not intended to create a liability for any governmental entity. Nor may this notice be construed to create a duty for the Declarant to obtain insurance or to fund reserve accounts for damage from rising or flooding waters.

Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications, neither the undersigned nor the committee assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Lot owners, Builders and their Engineers are exclusively responsible for engineering and construction of site drainage, finished floor elevations and foundations.

3.14. Surface Water. Each lot owner shall comply with Texas law, particularly Texas Water Code, section 11.086 (Vernon's 1997). Each lot owner shall follow water pollution erosion and runoff procedures as required by local, state and federal law. No lot owner shall permit construction activity except in conformance with such actions.

3.15. Security. The Declarant or Declarant's successor may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each owner and resident acknowledges and agrees, for himself/herself and his/her guests, that Declarant, Declarant's successor, or a Homeowners Association formed by the Members in the future, and each of their respective directors, officers, committees, agents, and employees, are not providers, insurers, or guarantors of security within the Property.

Each owner and resident acknowledges and accepts his or her sole responsibility to provide security for his or her own person and property and assumes all risks for loss or damage to same. Each owner and resident further acknowledges that Declarant, Declarant's successor, or a Homeowners Association formed by the Members in the future, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the owner or resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each owner and resident acknowledges and agrees that Declarant, Declarant's successor, or a Homeowners Association formed by the Members in the future, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

3.16. Risk. Each resident uses the Higher Links Addition Common Areas at his or her own risk. The Common Areas are unattended and unsupervised. Each resident is solely responsible for his or her own safety and that of his or her guests. Declarant and Declarant's successor disclaims any and all liability or responsibility for injury, accident or death occurring from use of the Common Areas.

3.17. Enforcement. If in the opinion of the Declarant or Declarant's successor, or the Architectural Control Committee, any such owner or resident (including lessees) has failed to comply with any of the foregoing restrictions or has failed in any of the foregoing duties or responsibilities, then the Declarant or Declarant's successor or their designated Agent(s) shall deliver to such owner or resident (including lessees) written notice of such failure and such owner or resident (including lessees) must within thirty (30) days from and after delivery of such notice, comply with the restrictions and/or perform the care and maintenance required. In the event of any emergency safety or health related restriction violations, or repeated violations where thirty (30) days' notice has previously been delivered, the required notice period may be less or unnecessary as permitted by the Texas Property Code, as amended.

Should any such owner or resident (including lessees) fail to fulfill this duty and responsibility within such period, then the Declarant or Declarant's successor, or their designated Agent(s), are hereby authorized to enter onto the premises and correct such violations and perform such care and maintenance as necessary without any liability for damages for wrongful entry trespass or otherwise to any person. The owner or resident (including lessees) of any lot on which such work is performed shall promptly reimburse Declarant for such cost, plus interest on such cost at the rate of eighteen percent (18%) per annum or at the highest allowed rate allowed by law, and all costs of collection. If such owner or resident (including lessees) shall fail to reimburse Declarant or Declarant's successor within thirty (30) days from and after delivery by Declarant or Declarant's successor of a physical invoice mailed to the property owner or resident (including lessees) setting forth the costs incurred by Declarant or Declarant's successor, or Agent, for such work, then said indebtedness shall be a debt of the owner or resident (including lessees) jointly and severally, subject to a reasonable late payment fine, following proper notice of any such fine, and further subject to a Declarant

Lien against the owner's or Builder's lot according to the provisions of Article 7 hereinbelow.

ARTICLE 4 **COMMON AREA**

4.1. **Ownership.** The designation of real property as a Common Area, or as property dedicated to the public, or owned by the City of Godley, is determined by the Final Plat, as amended, and this Declaration, and not by the ownership of the Property. This Declaration contemplates that the Owners, or an Association formed in the future by the owners, will eventually hold title to every Common Area capable of independent ownership by the owners or their future Association. The Declarant may install, construct, or authorize certain improvements on Common Areas in connection with the initial development of the Property, and the cost thereof may or may not be a common expense of the Association, at the discretion of the Declarant. Thereafter, all costs attributable to Common Areas, including general maintenance and repair of any storm drainage, the one acre lot 50X Detention Pond, Common Area sidewalk, entry improvements and signage, Common Area fencing, landscaping and all landscaping features (including all related facilities and equipment), the maintenance of all other Common Area structures and improvements, improvements reasonably related to the entrances, the VAMs, security cameras and related equipment, street lamps and fixtures, screening of the residential subdivision, street signs and speed limit signs, and all signage and lighting relating to the Property, property taxes, insurance, and enhancements, are automatically the responsibility of the Owners or an Association formed by the Owners, regardless of the nature of title to the Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific Common Area.

4.2. **Acceptance.** By accepting an interest in or title to a lot, each owner is deemed (1) to accept the Common Area of the Property, and any improvement thereon; (2) to acknowledge the authority of the Declarant for all decisions pertaining to the Common Area; (3) to acknowledge that transfer of a Common Area's title to the owners, or to an Association formed by the Owners, by or through the Declarant is a ministerial task that does not require acceptance by the Owners; and (4) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the management of Higher Links Addition.

4.3. **Common Area Components.** The Common Area of the Property consists of the following components on or adjacent to the Property, even if located on a lot or a public right-of-way:

- A. All of the Property, save and except the lots, specifically including but not limited to the one acre lot 50X Detention Pond, the ten foot (10') wide Common Area Easement, including a five foot (5') wide sidewalk, on lot 28 from Highview Court to the Godley ISD school site north of the community, any sidewalks, all Common Area landscaping and landscaping features, the storm water detention pond (including all related facilities and equipment), any of the subdivision's W. Links Drive perimeter fencing designated as a common

Amenity, Common Area structures and improvements, improvements reasonably related to the entrances, the VAMs, any security cameras and related equipment, street lamps and fixtures, screening of the residential subdivision, and all signage relating to the Property, which may exist and/or be depicted on the Plat.

- B. The land described herein as Common Area and all improvements thereon.
- C. Any area shown on the Plat as Common Area or an area to be maintained by the Declarant or the Declarant's successor for the benefit of the Owners at the shared expense of the Owners.
- D. The grounds between W. Links Drive and any entry screening wall, fences, berms or landscaping, to the extent that the Association has a right or duty to maintain or regulate that portion of the W. Links Drive's right-of-way.
- E. Any property adjacent to the Higher Links Addition if the maintenance of same is deemed to be in the best interests of the owners, and is not prohibited by the owner or operator of said property.
- F. Any modification, replacement, or addition to any of the above-described areas and improvements.
- G. Personal property owned in common by, and for the benefit of, the owners of the Higher Links Addition, such as books and records, office equipment, and supplies.

ARTICLE 5

RESIDENTIAL LOTS

5.1. **Purposes.** As a general rule, the owner or resident (including lessees) of a lot has the sole and exclusive use of the owner's lot - from boundary to boundary, and except for the Association's maintenance responsibilities and rights defined herein, is solely responsible for the maintenance of all portions of such lot and all of the improvements on the lot from boundary to boundary.

5.2. **City of Godley Ordinances.** Ordinances of the City of Godley affecting the lots in the Higher Links Addition will be provided to owners by the Declarant or the Declarant's successor and will be complied with if the physical nature of the Property and each lot permit.

5.3. **Encroachment Reservations and Easements.** Driveways and additional parking pads encroachment reservations and easements are created by this Declaration and are in addition to easements, if any, shown on a Plat or created by separate instrument. Concrete driveways and any additional parking pads shall be constructed as the initial improvements on the Property with respect to individual lot lines. The owner of the lot that is served by the driveway or parking pad has exclusive use of those improvements and is solely responsible for the maintenance, repair, replacement, and reconstruction

of same as if it were constructed entirely on the owner's lot.

5.4. Damage to Property. If a lot owner or resident (including lessees) damages the adjoining lot, or damages or destroys any improvement or personal property on the adjoining lot, in exercising the easements and reservation created by this Article, the owner is obligated to restore the damaged property to its original condition (just prior to the damage), at his or her or its expense, within a reasonable period of time.

ARTICLE 6

ARCHITECTURAL COVENANTS AND CONTROL

6.1. Purpose. Because the Lots are part of a single, unified community, this Declaration creates rights to regulate the design, use, and appearance of the lots and the Common Areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a Lot, including but not limited to dwellings, other structures, fences, landscaping, retaining walls, yard art, sidewalks and driveways, and further including replacements or modifications of original construction or installation. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

6.2. Declarant's Architectural Control During Development Period. During the Development Period and during Declarant's continued management of the Higher Links Addition, neither the owners, nor a committee of the owners (no matter how the committee is named) may involve itself with the approval of the structural design or construction modification or exterior appearance of the homes and other improvements on the lots, except as may be delegated by the Declarant. During the Development Period and during Declarant's continued management of the Higher Links Addition, the Declarant's appointed Architectural Control Committee shall be responsible for the approval of the structural design or construction modification or exterior appearance of the homes and the other improvements is the Declarant or its delegates, unless released in writing by Declarant to the Owners, or to an Association formed in the future by the owners, that Association's Board of Directors, or a committee appointed by that Association or the Board.

6.2.1. Declarant's Rights Reserved. Each owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market its property or the ability of Builders to sell homes in the Property. Accordingly, **each owner agrees that during the ten (10) year Development Period (as otherwise limited or extended, as more particularly provided in Section 1.9 above), and during Declarant's continued management of the Higher Links Subdivision, no improvements,**

demolition, or exterior alteration of improvements will be started or progressed on owner's lot without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

6.2.2. Delegation by Declarant. During the Development Period, and during Declarant's continued management of the Higher Links Addition, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to an Architectural Control Committee appointed by Declarant, whose committee members may be comprised of architects, engineers, or other qualified persons who may or may not be Lot Owners in the Higher Links Addition. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (1) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (2) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason.

BEFORE MAKING ANY IMPROVEMENT OR ANY ALTERATION TO A LOT OR DWELLING, A BUILDER OR OWNER MUST APPLY TO THE DECLARANT OR TO THE ARCHITECTURAL CONTROL COMMITTEE FOR WRITTEN APPROVAL!

6.3. Architectural Control by Lot Owners. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Architectural Control Committee, or the Development Period is terminated or expires, the lot owners have no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the lot owners or a newly established Homeowners Association for the Higher Links Addition, acting through the Architectural Control Committee, will assume jurisdiction over architectural control. Following the termination or expiration of the Development Period defined in Section 1.9 above, the management of the Higher Links Addition property and the restrictions and provisions of this Declaration of Covenants, Conditions and Restrictions (aka "Deed Restrictions") shall continue to be the Architectural Control Committee appointed by the Declarant, at the level and frequency of compensation last paid by Declarant, until terminated in writing either by a majority of the members of the Architectural Control Committee or by a written ballot vote of a majority of the lot owners.

6.3.1. Architectural Control Committee Membership. The Architectural Control Committee, when established, will consist of three (3) persons appointed by the Declarant during the Development Period and during Declarant's continued management of the Higher Links Addition. Following the termination of the Development Period and the Declarant's continued management of the Higher Links Addition, the Architectural Control Committee will consist of three (3) persons elected by a majority of the lot owners who attend a meeting called by any lot owner giving at least thirty (30) days written notice of the meeting. In the event at least

eighty percent (80%) of the lot owners vote by written ballot to form a Homeowners Association, the Architectural Control Committee will consist of three (3) persons elected by a majority of the Board of Directors of the Association in accordance with the Bylaws of the Association. Members of the Architectural Control Committee shall serve at the pleasure of the lot owners or the Association Board (whichever is appropriate), and may be removed and replaced at the lot owners or the Board's discretion. At the Association Board's option, the Board may act as the Architectural Control Committee, in which case all references in the Documents to the Architectural Control Committee shall at that time be construed to mean the Association's Board. Members of the Architectural Control Committee need not be owners or residents, and may, but need not, include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Association's Board. Also, members of the Architectural Control Committee may not be of a same household as a Director or Board Member of the Association, should both groups exist at the same time. If a Board of Directors of this Association is established after the Architectural Control Committee is already formed, no Director or Board Member may be appointed if any person in the Architectural Control Committee is in their same household.

6.3.2. Limits on Liability. The Architectural Control Committee has sole discretion with respect to taste, design, and all standards specified by this Article. The members of the Architectural Control Committee have no liability for the Architectural Control Committee's decisions made in good faith, and which are not arbitrary or capricious. Plans and specifications are not approved by the Architectural Control Committee for engineering or structural design or the adequacy or structural integrity of materials. The Architectural Control Committee is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the Architectural Control Committee, (2) supervising construction for the Owner's compliance with approved plans and specifications, (3) any defect in any structure constructed from the approved plans and specifications, or (4) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

6.4. Prohibition of Construction, Alteration & Improvement. Without the Architectural Reviewer's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property, if it will be visible from a street, another Lot, or the Common Area. The Architectural Control Committee has the right, but not the duty, to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

6.5. Architectural Approval. To request architectural approval, an owner must make written application to the Architectural Control Committee ("ACC") (1) submitting by email a complete PDF digital application to the ACC, or (2) by submitting two (2) identical hard copy sets of plans and specifications showing the nature, kind, shape, color, size, materials, including two (2) sets of plot plans showing locations on the lot of the work to be performed, and a foundation, storm drainage and landscaping plan. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Control Committee will return one set of plans and

specifications to the applicant marked with the Architectural Control Committee's response, such as "Approved," "Denied," or "More Information Required." The Architectural Control Committee will retain the other set of plans and specifications, together with the application, for the Architectural Control Committee's files. **Verbal approval by the Declarant, an Association Director or Officer, the Association's Manager, the Architectural Control Committee, or a member of the Architectural Control Committee, does not constitute architectural approval by the Declarant or the appropriate Architectural Control Committee, which must be in writing.**

6.5.1. **Deemed Approval.** Under the following limited conditions, the applicant may presume that his or her request has been approved by the Declarant or the Architectural Control Committee:

- A. if the applicant or a person affiliated with the applicant has not received the Architectural Reviewer's written response approving, denying, or requesting additional information within thirty (30) days after delivering his or her complete application to the Architectural Control Committee; or
- B. if the proposed improvement or modification strictly conforms to requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application.
- C. If those conditions are satisfied, the owner may then proceed with the improvement, provided he or she adheres to the plans and specifications which accompanied his or her application, and provided he or she initiates and completes the improvement in a timely manner. In exercising deemed approval, the burden is on the owner to document the Board's actual receipt of the Owner's complete application. Under no circumstance may approval of the Declarant or the Architectural Control Committee be deemed, implied, or presumed for an improvement or modification that would require a variance from the requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application.

6.5.2. **No Approval Required.** No approval is required to repaint exteriors in accordance with the same color scheme previously approved by the Architectural Control Committee, or to rebuild a dwelling in accordance with any previously approved plans and specifications. Nor is approval required for an owner to remodel or repaint the interior of a dwelling.

6.5.3. **Building Permit.** If the application is for work that requires a building permit from the City of Godley, the Architectural Control Committee's approval is conditioned on the issuance of the appropriate permit. The Architectural Control Committee's approval of plans and specifications does not mean that they comply with the requirements of the City of Godley. Alternatively, the City of Godley's approval does not ensure Architectural Control Committee approval.

6.5.4. **Neighbor Input.** The Architectural Control Committee may solicit

comments on the application, including from owners or residents of lots that may be affected by the proposed change, or from which the proposed change may be visible. Whether to solicit comments, from whom to solicit comments, and whether to make the comments available to the applicant is solely at the discretion of the Architectural Control Committee. The Architectural Control Committee is not required to respond to the commentors in ruling on the application.

6.5.5. **Declarant Approved.** Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made or approved by Declarant during the Development Period is deemed to have been approved by the Architectural Control Committee.

6.5.6. **Denial Process.** If an applicant's request is denied by the Architectural Control Committee, the denial will be provided in writing, describe the basis for denial, and outline the applicant's right to appeal to the Board of Directors of the Association, if one is formed. That appeal process will be outlined in the Homeowners' Association Rules and Regulations and/or Bylaws. If there is no Board of Directors formed, an appeal may be made in writing to Declarant or Declarant's successors within thirty (30) days of the denial. Declarant will provide in writing to both the applicant and the Architectural Control Committee either their affirmation or reversal of the denial within an additional thirty (30) days from delivery of the appeal. Any reversal may be considered a Variance, as described in Section 6.7.

6.6. **Architectural Guidelines.** Declarant, during the Development Period, Declarant or its delegates, or Declarant's successors, or if released in writing by Declarant to the owners, a Homeowners Association formed in the future by the owners, that Association's Board of Directors, or a committee appointed by that Association or the Board, may publish architectural restrictions, guidelines, and standards in the Association's Rules and Regulations, which may be revised from time to time by the Association's Board to reflect changes in circumstances in the Higher Links Addition of technology, style, and taste.

6.7. **Variance.** The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The Declarant or Declarant's successors, or the Architectural Control Committee, as the case may be, may grant a variance or waiver of a restriction or rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. The Declarant or the Architectural Control Committee may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Declarant when circumstances such as topography, natural obstructions, lot configuration, lot size, hardship, aesthetic or environmental considerations may require a variance. The Declarant reserves the right to grant variances as to building set-back lines, minimum square footage of the residence, building materials, colors and other items. To be effective, a variance must be in writing. The grant of a variance does not constitute a waiver or estoppel of the Declarant's or the Declarant's successor or the Architectural Control Committee's right to deny a variance in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance.

The granting of any variance shall not affect in any way the Owner's obligation to comply with all governmental laws and the City of Godley ordinances or regulations affecting the property and the Plat.

ARTICLE 7

CONSTRUCTION SPECIFICATIONS AND USE RESTRICTIONS

7.1. Improvements Compliance. All improvements on a lot must (1) comply with any applicable City of Godley ordinances and codes, and (2) have the Architectural Control Committee's prior written approval in compliance with this Declaration. These two (2) requirements are independent; that is, one does not ensure or eliminate the need for another. The lot owner and/or owner's Builder or Contractor must comply with both requirements.

7.2. Single-Family Detached Residential Construction. The residential improvements on all lots shall be site-constructed, single-family detached residences, as such residences are defined, restricted and permitted by the City of Godley Ordinances. No building shall be erected, altered, placed or permitted to remain on any lot prior to the construction of the one "principal dwelling" unit per each lot to be used for residential purposes; and if approved by the Declarant or the Architectural Control Committee, may then consider for approval an additional detached dwelling, which shall be known hereinafter as the "guest dwelling" or "guest house." All principal dwellings and guest houses, detached garages, workshops, out buildings and other structures must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the Property. The term "dwelling" does not include single or double wide manufactured homes, and said manufactured homes are not permitted within the Higher Links Addition.

Any building, structure or improvement whose construction has commenced on any lot shall be completed as to exterior finish and appearance within nine (9) months from the commencement of construction. For the purposes hereof, the phrase "commencement of construction" shall be deemed to mean the date on which the foundation forms are set on the lot. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said lots, or the use of said lots for duplex houses, townhomes, condominiums or apartment houses.

7.3. Construction Restrictions. The principal improvement on a lot must be one detached single-family dwelling served by the utilities required in Section 7.20 below, and as may be further defined by the City of Godley, to be known herein as the "principal dwelling." All principal dwellings will face the front yard of each lot, which "front yard" of each lot shall be determined and designated by the Architectural Control Committee. The principal dwelling size, setbacks, and exterior materials must comply with the City of Godley Subdivision Ordinances and with any higher standards established by the Higher Links Addition Plat or this Declaration, or by a Variance issued in writing by the Architectural Control Committee. Without the Architectural Control Committee's prior written approval for a variance, improvements constructed on every lot must have the characteristics described in this Article 7, which may be treated as the minimum requirements for improving and using a lot. The Architectural Control

Committee and the Board may promulgate additional rules and restrictions, as well as interpretations, additions, and specifications of the restrictions contained in this Article. An owner should review the Association's architectural restrictions, if any, before planning improvements, repairs, or replacements to his or her lot and dwelling. In addition to the Declarant's Rules and Regulations, as amended from time to time by Declarant or Declarant's successor, all lots within the Subject Property shall be subject to the following restrictions:

- A. **Building Envelopes.** Each house must be placed within the building envelope established by the Committee, which must also comply with the building setback lines established herein or shown per the Plat of the subdivision for the Subject Property.
- B. **Building Lines.** All residences (aka "dwellings") erected or placed on any lot shall face the subdivision's interior road or street adjacent to the lot as shown on the recorded plat of the Subject Property, or in the case of corner lots, as determined in the sole discretion by the Architectural Control Committee. No portion of any dwelling or residence shall be nearer to the front property line of lots 1 thru 49 than twenty feet (20') whether or not the front build line is designated on the recorded Plat of the Subject Property as less than twenty feet (20'). Except that the W. Links Drive side property Lot line of Lots 1 and 49 shall not be permitted to have a structure or improvement of any kind nearer to the W. Links Drive side lot property line than twenty feet (20'), no structure or improvement of any kind on lots 2 thru 48 shall be nearer to the side property line of any lot other than lots 1 and 49 than five feet (5') as designated on the recorded plat of the Subject Property. Also, no lot shall be permitted to have a structure or improvement of any kind nearer to the rear property line of any of the lots 1 thru 49 than five feet (5') as designated on the recorded plat of the Subject Property.
- C. **Dwelling Minimum Square Footage.** All principal dwellings shall have the minimum square footage of air-conditioned living area required hereinbelow. "Air-Conditioned Living Area" as used herein, is defined as the area measured from outside exterior wall to outside exterior wall, computed in square footage, exclusive however of any square footage contained within the garage, covered porches, patios and walkways. Notwithstanding any variances hereafter granted by either Declarant or by the Architectural Control Committee, the principal dwelling on each lot in the Higher Links Addition shall have at least One Thousand, Seven Hundred (1,700) square feet of air-conditioned living area. Any dwelling with more than one story shall have situated on the first floor at least One Thousand, Two Hundred (1,200) square feet of air-conditioned living area.
- D. **Lot 28 Builder Required Sidewalk Construction.** The first home builder constructing a dwelling on lot 28 shall be required to construct a five feet (5')

wide sidewalk within the ten foot wide (10') platted easement, extending from Westview Court to the school site. Maintenance of the sidewalk and the sidewalk ten foot (10') easement area shall be a common responsibility of all the lot owners.

7.4. Location and Height of the Improvements upon the Lot. The set-back requirements shall be as designated on the Plat, and shall be subject to the current City of Godley subdivision regulations Section IV.C.13. The maximum height of any improvement shall be two stories.

7.5. New Construction Single Family Residential Construction. A "principal dwelling" must be constructed on each lot in the Higher Links Addition. No building shall be erected, altered, placed or permitted to remain on any of lots 1 through 49 other than one dwelling unit per each lot to be used for residential purposes. No architectural control reviews or approvals shall be required thereafter. All dwellings must be approved in writing by the Declarant prior to being erected, altered or placed on the Property. The term "dwelling" does not include single or double-wide manufactured homes, or any manufactured homes or residential living quarters of a similar nature, as determined in the sole discretion of the Declarant, and are not permitted within the Higher Links Addition. The construction of any dwelling commenced on any lot shall be completed as to exterior finish and appearance within nine (9) months from the commencement date. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said lots. All lots shall be for residential purposes, and all homes must be site constructed.

7.6. Occupancy. Other than the completed principal dwelling constructed on a lot, no other thing or structure on a lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, recreational vehicles, campers, tents, workshops, storage sheds or any other type of accessory building.

7.7. Exterior Wall Materials. The type, quality, and color of the dwelling's exterior wall materials must be approved by the Declarant or the Architectural Control Committee. The dwelling, approved by Declarant or by the Architectural Control Committee to be constructed on a lot, must be built with new, exterior construction material of glass, stone, brick or other masonry or masonry-like construction material, including an approved masonry stucco, approved hardwoods, or a glass building material of the kind usually used for exterior wall construction, or cementitious siding such as Hardiplank or Smart Siding. Other materials of equal or similar characteristics may be approved by the Declarant or the Architectural Control Committee for the dwelling's exterior wall materials.

7.8. Roofs. The construction design and materials for roofs of the dwelling to be constructed on Lots in the Higher Links Addition must be submitted to and approved by the Declarant or the Architectural Control Committee, and be in compliance in all respects with the applicable City of Godley ordinance, prior to commencing any roof construction. The dwelling on each lot approved by Declarant or by the Architectural

Control Committee to be constructed on a lot, must be built with new, construction roofing material. All roof pitches shall be a minimum of six feet by twelve feet ("6/12") pitch. Roofs must be covered with material having a manufacturer's warranty of at least thirty (30) years. Wood shake shingles shall not be permitted. The use of asphalt tile and fiberglass shingles are permitted. Metal roof panels are permitted, but must be certified as at least 26 gauge. The color of roofing material must be an earth tone color approved by the Declarant or the Architectural Control Committee. The Declarant or the Architectural Control Committee may permit or require other weights, materials, and exterior colors.

7.9. Orientations of Garages. Each principal dwelling must have an attached or detached garage for at least two (2) full-size automobiles. Absent the written approval by the Declarant or the Architectural Control Committee, each garage may be oriented on a lot so that the garage doors face the street or streets which abut the lot or the side lot line.

If the principal dwelling has a garage for at least two (2) full-size automobiles, each such garage may be utilized for parking or storage of automobiles, recreational vehicles, commercial vehicles, antique or inoperable vehicles, all-terrain vehicles and similar vehicles, boats, jet skis, camper trailers, work trailers, or other types of similar vehicles and equipment, tractors, mowers and other types of landscape maintenance equipment.

7.10. Garage Restrictions. Without the Association Board's prior written approval, the original garage area of a lot may not be enclosed or used for any purpose that prohibits the parking of at least two standard-size operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

7.11. Driveways and Parking Restrictions. All driveways must be surfaced with concrete. Driveways that require CMP culverts with safety end caps and concrete base. No residential Lot with direct access to W. Links Drive will be permitted. The first twenty-five feet (25') of each lot's driveway approach must be constructed of White Portland concrete, while the remaining portion of the driveways must be constructed of concrete or concrete-mix paving materials, with mixes, designs and colors approved by Declarant or by the Architectural Control Committee. The driveway portion of a lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage or to the principal dwelling, the guest dwelling or an auxiliary building. Without the Declarant's or Declarant's successor's prior approval, neither a driveway nor the front or any side yard may be used: (1) for outdoor storage purposes, including storage of RVs, Boats, Camper Trailers, Jet skis, Trailers, large Trucks, Commercial vehicles, and inoperable vehicles; or (2) for repair or restoration of vehicles, boats, or trailers.

7.12. Carports. Carports, covered or uncovered, may not be installed, constructed, or maintained on any lot in the Higher Links Addition.

7.13. Exterior Accessories and Lighting. Installation of all exterior items and surfaces, including address numbers on dwellings and required on all mailboxes, decorative hardware, external ornamentation, all exterior lighting and light fixtures, and

exterior paint and stain, is subject to the Architectural Control Committee's prior approval, including approval of design, color, materials, and location. Notwithstanding such prior approval, upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the owner of the lot on which the lighting is located must immediately remove or shield the light in such a manner that it is no longer objectionable to any neighbor or unsafe to motorists on the streets.

7.14. Accessory Structures, Spas and Swimming Pools. Accessory structures, such as dog houses, gazebos, storage sheds, playhouses and greenhouses, and spas or swimming pools may be permitted by the Architectural Control Committee, but may not be located in front yards or in unfenced portions of side or rear yards.

7.15. Temporary Structures. No temporary dwelling, shop, portable shed, tent, trailer, mobile home, camper or recreational vehicle of any kind, or any improvements of a temporary character, except as permitted in this Section 7.15, shall be permitted on any Lot, except that the Declarant, Builder or Contractor may have temporary improvements (such as a sales office and/or construction trailer and/or a portable toilet) on a given Lot during construction of the residence on that lot. Dwellings under construction shall be required to have one portable toilet and one trash container (plywood box) per house, which must be onsite before foundation forms are set and continuously until the required final building inspection. No building materials of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such materials shall be placed within the property lines of the lot upon which the improvements are to be erected.

7.16. Air Conditioners. Air conditioning equipment may not be installed in the front yard of a dwelling. Window units are prohibited.

7.17. Dwelling Addresses and Mailboxes. All dwellings in the Higher Links Addition shall have their own address numbers, with a design and location established by the Architectural Control Committee, mounted in a stone address block on the exterior front wall of each such dwelling facing the street. All dwellings shall have an individually keyed and lockable mail box installed and assigned by the Association, at each Homeowner's prorated at cluster mailbox installation cost, payable at Closing of the purchase of the lot, in one or more cluster mailbox Common Area locations designated by Declarant, according to United States Postal Service requirements and guidelines. Curbside mailboxes are not permitted by the United States Postal Service.

7.18. All Lot Fencing. Perimeter fencing of lots shall be required. All "Lot Perimeter Fencing" which the lot owners install on and along each lot's side and rear lot borders shall be required to have six feet (6') tall cedar (or similar wood or composite materials approved by the Architectural Control Committee), vertical slat board-and-batt privacy fencing with a top rail, having a consistent stained redwood color. The smooth, finished side of the fence on lots 1 and 49 must face W. Links Drive. This cedar vertical slat board-and-batt privacy fencing must have anchor posts not more than ten feet (10') apart set in concrete at least one and one-half feet in the ground. This perimeter fencing is not to be altered or removed on any lot, and is to be maintained by the lot owners having this fencing on their lots.

Interior, partial backyard fencing is permissible. Any interior, partial fencing along the interiors of the backyard of a lot, near the **backyard of a dwelling** or around a patio, **swimming pool or playground or similar equipment** must be the same six feet (6') tall cedar, vertical slat board-and-batt privacy fencing described above in this Section 7.18 on the sides of the partial backyard fencing, and may, at the discretion of the lot owner, along the front and rear of the partial backyard fencing, be all-black fencing, be constructed of steel anchor posts set in concrete at a depth of at least one and one-half feet in the ground, open view, low profile, four feet (4') to six feet (6') tall, and constructed either of ornamental wrought iron or aluminum materials, open vertical tines 4" apart, with child-safety, pull-up gate locks. It shall also be permissible if the lot Owner elects to install 2" by 4" mesh no-climb Horse wire attached to the Lot's interior (inside) of the fence to a height from the ground of up to two feet, designed to contain a small dog.

The use of other styles of wood privacy or wooden pickets fencing, vinyl or plastic, chain link, barbed wire, hog wire, rock, brick, unfinished concrete block, and similarly undesirable fencing materials, as determined in the sole discretion of the Architectural Control Committee, is prohibited. Fencing exceptions to this Section 7.18, designed and used for dog runs is discouraged, and must not be visible from the street.

Railroad ties may not be used for a retaining wall. A fence located on or near the dividing line between two lots and intended to benefit both lots constitutes a "**Party Wall Fence**" and, to the extent not inconsistent with the provisions of this Article, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions. Matters concerning party fences and party walls of adjoining lots are governed by Section 3.4 of this Declaration and by the general rules of law concerning party walls and party fences.

7.19. Colors & Color Changes. The colors of dwellings are subject to regulation by the Declarant or the Architectural Control Committee. Because the relative merits of any color are subjective matters of taste and preference, the Declarant or the Architectural Control Committee determine the colors that are acceptable. Lot owners cannot change or add colors that are visible from the street, a Common Area, or another lot without the prior written approval of the Architectural Control Committee.

7.20. Utilities. Except for temporary water and sewage facilities and systems which may be installed and used by Declarant or by Builders (and which must comply with the requirements of the City of Godley Subdivision Ordinances) prior to having access to city water provided by the Johnson County Special Utility District ("SUD") and having access to the City of Godley municipal sewer system, **no dwelling may be occupied until such municipal water and sewage systems, and Atmos Energy natural gas and United Cooperative Service electricity utilities are available and functional for use by such dwellings in the Higher Links Addition. All residential dwellings in the Higher Links subdivision are required by contract with Atmos Energy to, at a minimum, have a natural gas water heater and a natural gas central heating system or cooktop.** All temporary water and sewage systems must be removed within 60 days of certification by the Johnson County SUD that city water is available for use

by each such dwelling, and by the City of Godley that municipal sewer is available and fully functional for use by each such dwelling. and within 60 days of certification by the City of Godley that an approved and fully functional sewer system is available for use by each such dwelling in the Higher Links Addition. All dwellings must also be served with electricity. All utility lines and equipment must be located underground or otherwise screened from view from any street and neighboring lots, except for: (1) elevated or surface lines or equipment required by a public utility or the city or county; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers.

7.21. Annoyance. No lot or Common Area may be used in any way that: (1) may reasonably be considered to be annoying or a nuisance to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law. The Declarant shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance, until such time a Homeowners' or Propertyowners' Association is formed.

7.22. Appearance. Both the lot and each dwelling and any detached auxiliary building or any accessory structure must be maintained in a manner as not to be unsightly when viewed from the street or neighboring lots. The Declarant is the arbitrator of acceptable appearance standards.

7.23. Garbage & Trash Disposal and Debris. No lot may be used or maintained as a dumping ground for rubbish. Trash, garbage, other waste or debris shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of frequently and regularly. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, out-of-public-site location. Garbage and trash or other debris accumulated in the Higher Links subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of the Higher Links Addition or to a neighbor of the Higher Links Subdivision is or may be created.

Materials incident to construction or repair of improvements on a lot may be stored temporarily on the lot during construction while work progresses and must be removed when construction or repair is complete. However, construction waste materials and debris shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of frequently and regularly.

In the event of the failure of any Owner to comply with the above requirements after ten (10) days written notice thereof, the Declarant or their designated agents may, without liability to the Owner, Contractor or any occupants of the Lot in trespass or otherwise enter upon (and/or authorize one or more others to enter upon) said Lot, cause to be removed, such garbage, trash, construction waste materials, and any other rubbish and debris, or do any other thing necessary to secure compliance with this Declaration. Payment for the charges by the offending Owner shall be payable on the first day of the next calendar month, and collection of such charges, plus interest and any penalties which may be assessed by the Declarant shall be subject to a lien which

the Declarant may enforce against the Owner's Lot.

7.24. Declarant's Right to Promulgate Rules. Declarant and Declarant's successors are granted the right to adopt, amend, repeal, and enforce reasonable Rules and Regulations, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. Members, Builders and all parties living in or working on properties in the Higher Links Addition are required to be aware of and comply with the Rules and Regulations adopted by the Declarant during the Declarant Control Period, or by a majority of the lot owners following the termination of the Declarant Control Period, as part of the Governing Documents of the subdivision. In addition to the restrictions contained in this Article, each Lot is owned and occupied subject to the right of the Declarant to establish Rules and Regulations, and penalties for infractions thereof, governing such matters as the following:

- A. Use of Common Areas.
- B. Hazardous, illegal, or annoying materials, or nuisance or annoyance activities on the Property.
- C. The use of Property-wide services provided through the Higher Links Addition.
- D. The consumption of Common Area utilities billed to the Declarant or to the Higher Links Addition.
- E. The use and consumption of propane, whether billed to Owners or Property-wide to the Declarant or to the Higher Links Addition.
- F. The use, maintenance, and appearance of exteriors of dwellings and Lots, including for example such items as yard art, basketball goals, outdoor drying of clothes or clothes lines, outdoor cooking or grilling on any Lot visible from any street, and the coverings of windows that face the streets.
- G. Landscaping and maintenance of yards.
- H. The occupancy and leasing of dwellings.
- I. Animals.
- J. Vehicles.
- K. Disposition of trash and control of vermin, termites, and pests.
- L. Anything that interferes with maintenance of the Property, or the administration and enforcement of the Governing Documents, or the quality of life for residents.

7.25. Animal Restrictions. No animals, livestock or poultry, such as hogs, pigs, swine, cattle, horses, goats, birds, fish, reptiles, or insects of any kind may be kept or maintained on the Property, nor may they be raised, or bred anywhere on the Property for any commercial purpose or for food. Customary domesticated household pets may be kept for personal companionship subject to rules adopted by the Declarant during the Declarant Control Period, or by a majority of the lot owners following the termination of the Declarant Control Period. Declarant or Declarant's successors may adopt, amend, and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. If the rules fail to establish animal occupancy quotas that work for the Higher Links Addition, the Declarant may amend this Declaration and the Rules as necessary.

No more than four (4) domesticated household pets may be maintained on each lot. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Lots. Pets must be maintained inside the dwelling or may be kept in a fenced yard only if they do not disturb residents of other lots. Any pets permitted by a resident to be outdoors outside of Owners' fenced yards in the Higher Links Addition must be strictly controlled by such resident, either on a leash, physically held by the resident or otherwise physically contained and controlled. Every resident is responsible for the removal of his or her pet's wastes from the lot of another owner. All dogs and cats must be properly vaccinated and tagged for health, safety and identification.

Dogs, cats, caged birds, caged reptiles, and aquarium fish are **"permitted pets"** and shall be subject to all of the Restrictions and Rules and Regulations of the Higher Links Addition. Any animals other than those listed as "permitted pets" or "permitted livestock" must receive Written Consent from the Declarant or Declarant's successors to have an animal kept in an Owner's residence or on any owner's lot. A letter providing the required Written Consent for such animals other than the "permitted pets" and "livestock" from the Declarant or Declarant's successors permitting the Owner to keep an animal in an Owner's residence or on any owner's lot, must also be signed and acknowledged by the animal's owner or custodian. Continual barking or dogs dangerous to people, or dogs that destroy neighboring owners' property or permitted pets are specific examples of animals that may be deemed by the Declarant, in its sole discretion, to be an "annoyance" or "nuisance" in violation of Section 7.25 of this Declaration.

All animals shall be kept in such a manner so as not to disturb the other residents, regardless of whether the animal is inside or outside an owner's residence. No pet will be permitted to remain on the property if its barking, whining, screeching or other noise is audible to other residents during extended or repeated periods of time. If an animal becomes obnoxious to other owners, the owner or person having control of the animal shall be given a Written Notice from the Declarant to correct the problem or, if not corrected, the owner, upon three (3) days' written notice, shall be required to remove the animal.

If the Declarant determines that an animal has disturbed neighbors or other residents and has been in repeated violation of these rules and the owner or other custodian of the animal has failed to cause the violation to be corrected, the Declarant

or its designated representative may remove, or cause the removal of, the animal from the subdivision, if necessary, after first leaving a Written Notice in a conspicuous place, if in the sole judgment of the Declarant or Declarant's successors, or Declarant's designated representative, the animal's owner or custodian has:

- A. abandoned the animal;
- B. left the animal in the residence or another structure or enclosure for an extended period of time without food or water;
- C. failed to care for a sick animal; or
- D. violated any other of the Higher Links Addition's animal rules.

Reasonable charges and fines will be imposed for picking up, keeping and caring for an animal, or for reporting or delivering them to the Humane Society or to Johnson County Animal Control.

The owner or handler of any animal is responsible for the animal's actions at all times, and agrees to abide by these rules.

All animals at all times must have current rabies shots and licenses required by law. Evidence must be available to the Declarant, if requested.

Animals shall not be kept, bred or maintained for any commercial purposes.

Each owner owning an animal shall assume full responsibility for personal injuries or property damage caused by said animal, and each owner must agree to indemnify the Association for all costs incurred, including for all costs of litigation and attorney's fees, and hold the Declarant, Declarant's successors, and their agents harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having an animal in on a lot or in a residence in the Higher Links Addition. All responsibility for animals of visitors shall rest with the lot owner(s).

7.26. Declarant Privileges. In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other owners and residents. Declarant's exercise of a Development Period (aka "Development Control Period") right that appears to violate a rule or a use restriction of this Section 7.26 does not constitute waiver or abandonment of the restriction by the Declarant or Declarant's successors.

7.27. Drainage. No person may impair or interfere with the natural established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Architectural Control Committee and any applicable governmental authority. Driveway culverts must be installed and will be of sufficient size to afford proper drainage of ditches without backing water up into the ditch or diverting the flow. Drainage culvert installation is subject to the inspection and approval of Johnson County and must be installed prior to any construction on the lot. All

driveways must be constructed in accordance with standard detail adopted by the Architectural Control Committee.

7.28. Landscaping and Yard Maintenance. Within three (3) months of completion of home construction, and prior to occupancy of any dwelling, each lot on which a dwelling is constructed shall have completed landscaping and a front yard, underground sprinkler system installed and maintained in compliance with the requirements of the City of Godley. Each residence's landscaping must at least include one tree in the front yard, shrubs, ground cover and grass of a sufficient quality, quantity and design to be compatible with the Higher Links Addition, as approved by the Board or the Architectural Review Committee. Yard art must be aesthetically in harmony with the neighborhood. Lot owners are obligated to mow, trim, fertilize and otherwise maintain such owners' or Residents' (including lessees') yards, and are also responsible for irrigating and otherwise watering their lawns and all plants and trees on their lots, and for the prompt replacement of all dead or dying trees or plants on their lot. During the Declarant Control of the Higher Links Addition, all yard areas on every lot owned by Declarant and all Common Area grounds shall be regularly mowed, trimmed, fertilized and otherwise maintained by Declarant at the sole discretion of the Declarant. Following the Declarant Control Period, all yard areas on every lot not occupied by an owner or Residents (including lessees) shall be regularly mowed, trimmed, fertilized and otherwise maintained by the Declarant as a Common Expense of the owners of lots in the Higher Links Addition.

Further, Declarant shall have a blanket "Yard Power Easement" on and over the yard areas of all lots in the entire Property. If in the opinion of the Declarant an owner or resident either violates the landscaping or other maintenance rules of this Declaration or other rules promulgated by Declarant or Declarant's successors, or in the sole opinion of the Declarant causes or allows damage to occur to his or her yard, plant beds, tree, other landscaping, or sprinkler system, the Declarant may perform such landscaping or other maintenance which the Declarant deems appropriate at the offending owner's or resident's expense, and such owner or resident shall be liable for the cost of any maintenance, repair or restoration which may be performed by Declarant. The owner of a lot is liable to the Declarant for any expenses incurred by the Declarant in connection with enforcement of the landscaping and yard maintenance requirements of this Article. No person may perform landscaping, planting, or gardening on the Common Area without the Architectural Control Committee's prior written authorization.

7.29. Leasing of Dwellings or Lots. Leasing of Dwellings or lots in the Higher Links Addition is permitted. An owner may lease a dwelling on his or her lot or lease his or her lot for terms of no less than six (6) months and no more than twelve (12) months total to any and all lessees. Declarant and any Builders approved to lease dwellings during the Development Period, prior to the sale of the lot to a third party, shall be exempt from this restriction. Whether or not it is so stated in a lease, every lease is subject to the Governing Documents. An Owner is responsible for providing his or her tenant(s) with copies of the Governing Documents and notifying them of changes thereto. The owner is also responsible to supply Declarant and Declarant's successors with the names of tenants and all family members of tenants living in the dwelling, plus

phone and e-mail contact information for the adult tenants, and the beginning and ending dates of any such lease. Failure by the tenant or his or her family members or invitees to comply with the Governing Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Declarant or Declarant's designated representative notifies an owner of his or her tenant's violation, the owner will promptly obtain his or her tenant's compliance or exercise his or her rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his or her tenant's compliance, then the Declarant or Declarant's successors has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The owner of a leased lot is liable to the Property-wide owners for any expenses incurred by the Declarant in connection with enforcement of the Documents against his or her tenant. Neither Declarant nor Declarant's successors shall be liable to the owner for any damages, including lost rents, suffered by the Owner in relation to the Declaration's enforcement of this Declaration against the owner's tenant.

7.30. Use Restrictions against Home Business, Profession or Hobby. The use of a lot is limited exclusively to residential purposes or any other use permitted by this Declaration. No activity whether for profit or not, shall be conducted on any lot which is not related to single family residential purposes, unless said activity meets the following criteria: No Owner or resident shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any lot or within any residence which would:

- A. attract automobile, vehicular or pedestrian traffic to the Lot;
- B. involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Residents within the Higher Links Addition. The use of outdoor mercury lighting is expressly prohibited, and a lot's outdoor lighting must not allow a beam or bright light to be directed into the windows of another residence, nor may an outdoor lighting beam or bright light be allowed to be directed into any street in the Higher Links Addition. All residents must exercise reasonable care to avoid making or permitting noises to be loud, disturbing, or objectionable, and to avoid making or permitting noxious odors, that are likely to disturb or annoy residents of neighboring lots. The Higher Links Addition's Rules may prohibit the use of loud, disturbing, or objectionable, noise-producing, security devices and wind chimes; or
- C. require any signage. Any such advertising signs are prohibited. This restriction is waived in regard to the customary sales activities required to sell townhomes in the Higher Links Addition.

This residential restriction does not, however, prohibit a resident from using a dwelling for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do

not entail visits to the lot by employees or the public in quantities that materially increase the number of vehicles parked on the Street; and (5) the uses do not interfere with residents' use and enjoyment of neighboring lots.

7.31. Screening. The Declarant or Declarant's successors may require that the following items must be screened from the view of the public and neighboring lots and dwellings, if any of these items exists on the lot: (1) satellite reception equipment; (2) clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind; (3) yard maintenance equipment; (4) wood piles and compost piles; (5) accessory structures that do not have prior approval of the Declarant; (6) garbage cans and refuse containers; (7) anything determined by the Declarant to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section 7.31, "screened from view" refers to the view of a person in a passenger vehicle driving on a Street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining lot.

7.32. Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) professional security system sign of not more than one (1) square foot, one (1) political election sign per any contested political election displayed during an election of up to four (4) square feet in size and no more than three (3) feet in height above the ground, and one (1) sign conforming to the rules of the Highland Links Addition of not more than six (6) square feet advertising the Lot for sale or for rent, or signs used by a Builder or supplier to advertise the Lot during the construction and sales period. No other sign or unsightly object may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the Declarant's prior written approval. The Declarant's approval may specify the location, nature, appearance, dimensions, number, and time period of a sign or object. The Declarant or Declarant's designated representative may cause the removal of any sign or object that violates this Article or which the Declarant deems inconsistent with neighborhood standards without liability for trespass or any other liability connected with the removal. Section 7.39 supersedes the restrictions found in this section 7.32.

7.33. Flags. Subject to the provisions of the Texas Property Code Chapters 202 and 209 et seq., also known as the Texas Residential Property Owners Protection Act, which permit the display of flags, no flags or flagpoles of any kind, except as specified in this Declaration, shall be displayed to the public view on or from any portion of the Property, except those flags approved by the Declarant or such flags as are required by law. Freestanding Flagpoles shall not be permitted on the residential Lots in the Higher Links Subdivision.

Property Owners and Lessees may, except as otherwise provided in this Section 7.34, display: (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official or replica flag of any branch of the United States armed forces.

Such flags shall be displayed in accordance with the following:

- A. **United States Flag.** The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10;
- B. **State of Texas Flag.** The flag of the State of Texas shall be displayed in accordance with Chapter 3100, State of Texas Government Code;
- C. **Flag Display Materials.** A flagpole attached to a dwelling, approved in writing by the Declarant, shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling and the neighborhood, as determined in the sole discretion of the Architectural Control Committee;
- D. **Flag Attached to a Dwelling and Flag Maintenance.** A displayed flag may only be a flag on a flagpole attached to a dwelling, and shall be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole attached to a dwelling shall be repaired, replaced, or removed;
- E. **Number, Size and Location.** Property owners may install no more than one flagpole attached to the dwelling on their property. A displayed flag shall be no larger than three feet (3') by five feet (5').

Section 7.39. supersedes the restrictions found in this section 7.33.

7.34. Television, Electronic Equipment, Etc. Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another lot are prohibited within the Property, except that (1) reception-only antennas or satellite dishes designed to receive television broadcast signals, (2) antennas or satellite dishes that are twenty-four inches (24") or less in diameter and designed to receive direct broadcast satellite service (DBS), or (3) antennas or satellite dishes that are twenty-four inches (24") or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS) (collectively, the "Antenna") are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard, or (c) attached to or mounted on the rear wall of a structure below the eaves. If an owner determines that an antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the antenna in the least conspicuous location on or near the roof where an acceptable quality signal can be obtained. The Declarant or the Declarant's successors may adopt reasonable rules modifying the size restrictions herein and for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

7.35. Vehicles. All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section and Rules adopted by Declarant or Declarant's successors. The Declarant or the Declarant's successors may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. Vehicles must be parked in the

garage, driveway or carport of the vehicle owner's lot. Vehicles shall not be parked on any non-paved portion of any Lot. The Declarant may cause the removal of any vehicle in violation of this Declaration or the Rules without liability to the Owner or operator of the vehicle.

7.36. Solar Energy Devices. Per Section 202.010 of the Texas Property Code, solar energy devices may be installed on common property or Owner's Lots only if approved by the Architectural Control Committee, but not if the device threatens the public health or safety, violates a law, is located in an area on a lot other than on the roof of the home or another approved structure or in a fenced yard or patio owned and maintained by the lot owner out of public view; otherwise, no solar power panels or stations may be erected on any property in the Higher Links Subdivision, save and except landscaping or security lights powered by solar power with solar panels less than one (1) square foot in size.

7.37. Firearms, Explosives and Fireworks. Hunting, shooting, or the discharge or use of firearms crossbows, or bows and arrows for hunting purposes, or explosives of any kind other than in construction approved by the Declarant, are not permitted anywhere on or from the Property. No deer, fox, squirrel, rabbit, turkey, duck, dove, quail, or other wild animal or fowl may be hunted or trapped. Firearms and other lethal weapons may only be utilized as a last resort for protection of life or property in accordance with current City, County, State and Federal laws.

Fireworks are prohibited in the entire Higher Links Addition. No owner shall permit any condition upon its portion of the Property which creates a fire hazard or is in violation of fire prevention regulations. Violations of these restrictions shall be subject to a fine established by Declarant or Declarant's successors.

7.38. Fires. Except for barbecue grills, patio fireplaces, and fire pits approved by the Declarant, no exterior fires on the Property are permitted.

7.39. Religious Items. One or more religious items may be affixed to the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief. The only exceptions to this are any items that (1) threatens the public health or safety, (2) violates a law other than a law prohibiting the display of religious speech, (3) contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content, (4) is installed on property either owned by Declarant or Declarant's successors or a Common area, (5) violates any applicable building line, right-of-way, setback, or easement, or (6) is attached to any traffic control device, streetlamp, fire hydrant, utility sign, utility pole, or utility fixture.

Should any or all religious items affixed to or on owner's or resident's property fall under one or more exceptions listed above, Declarant or Declarant's successors or Declarant's designated representative will inform the owner or resident in writing that the Property Owner or Resident has three (3) days after delivery of written violation to remove the item(s). If the item(s) are not removed within that time frame, Declarant or Declarant's successors or Declarant's designated representative may cause the

removal of said item(s) without liability for trespass or any other liability connected with the removal.

ARTICLE 8

COVENANT FOR ASSESSMENTS

8.1. Purpose of Assessments. Declarant or Declarant's successors will use assessments for the purpose of maintaining the Property values and promoting the health, safety and welfare of the Owners of the Subdivision Property and Additional Property, which hereafter may become subject to the jurisdiction of the Higher Links Addition and its Property-wide Owners, and for the general purposes of preserving and enhancing the Property, and for the common benefit of owners and residents, including but not limited to maintenance, repair or replacement of real and personal Common Area property, drainage easements management and operation of the Higher Links Addition, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Declarant's decision with respect to the use of assessments is final.

8.2. Personal Obligation. An owner is obligated to pay assessments levied by Declarant or Declarant's successors for the common benefit of the Property-wide owners of the Higher Links Addition against the owner or his or her lot. An owner makes payment to the Declaration at its principal office or at any other place the Declarant directs. Payments must be made in full regardless of whether an owner has a dispute with the Declaration, another owner, or any other person or entity regarding any matter to which this Declaration pertains. No owner may exempt himself or herself from his or her assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his or her lot. An owner's obligation is not subject to offset by the owner, nor is it contingent on the Declarant's performance of the Declarant's duties. Payment of assessments is both a continuing affirmative covenant personal to the owner and a continuing covenant running with the lot.

8.3. Control for Assessment Increases. This Article of this Declaration may not be amended without the approval of the Declarant during the Declarant Control Period or by the owners of at least a two-thirds (2/3rds) majority of the lots following Declarant's transfer of control of the operation and management of the Higher Links Addition to the owners or to a Homeowners Association formed by the owners. In addition to other rights granted to owners by this Declaration, owners have the following powers and controls over the Higher Links Addition's operation and management budget:

8.4. Veto Increased Dues. At least thirty (30) days prior to the effective date of an increase in Regular Assessments, the Declarant or Declarant's designated representative will notify an owner of each lot of the amount of, the budgetary basis for, and the effective date of the increase. The increase will automatically become effective unless, following Declarant's transfer of control of the operation and management of the Higher Links Addition to the owners, owners of at least a two-thirds (2/3rds) majority of the Lots disapprove the increase by petition or at a meeting of the owners or of the Association formed by the owners for the operation and management of the Higher Links Addition. In that event, the last-approved budget will continue in effect until a

revised budget is approved.

8.5. Veto Special Assessment. At least thirty (30) days prior to the effective date of a Special Assessment, Declarant, Declarant's successors or Declarant's representative will notify an owner of each lot of the amount of, the budgetary basis for, and the effective date of the Special Assessment. The Special Assessment will automatically become effective, unless following Declarant's transfer of control of the operation and management of the Higher Links Addition to the Owners, or to a Homeowners Association formed by the Owners, Owners of at least a two-thirds (2/3rds) majority of the lots disapprove the Special Assessment by petition or at a meeting of the Owners or of the Association formed by the Owners for the operation and management of the Higher Links Addition.

8.6. Transfer-Related Fees and Types of Assessments. There are four (4) types of assessments to lot owners: Regular, Special, Individual, and Deficiency, including a Title Transfer Special Assessment payable by the Buyer of a lot to the Higher Links subdivision account at every closing of the purchase of a lot, as follows:

8.6.1. Transfer-Related Fees. A number of independent fees may be charged in relation to the transfer of title to a lot, including but not limited to fees for resale certificates, estoppel certificates, copies of Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind, and number for the local marketplace. As of the effective date of this Declaration, **a One Hundred Dollar (\$100.00) Special Assessment Transfer Fee shall be charged to the Buyer of any lot.** The \$100.00 Special Assessment Title Transfer Fee shall be collected from each such Buyer purchasing a lot thereafter, payable to and for the exclusive benefit of the Higher Links subdivision account, or for the exclusive benefit of a Homeowners Association formed by the owners, at the closing of each such transfer of title of any such lot. Declarant or Declarant's successors is hereby granted the power and authority to modify and establish a higher or lower Special Assessment Title Transfer Fee in its sole discretion at any time hereafter. Such Special Assessment Title Transfer Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments. Such Special Assessment Title Transfer related fees do not apply to the following transfers unless a party to the transfer requests the corresponding documentation: (1) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (2) transfer to, from, or by the Association; (3) voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent.

8.6.2. Regular Annual Assessments. **The initial Regular Assessment shall be Twenty and No/100 Dollars (\$20.00) per lot per month.** Regular Assessments shall be invoiced annually on or before November 30th of each year, and shall be payable on or before January 31st the following calendar year, annually. The Regular Annual Assessments shall be based on the Higher Links Addition's annual budget established on or before January 31st annually in amounts sufficient to meet the reasonable operation and maintenance expenses and reserve requirements of

the Higher Links Addition to allow the Declarant or the Declarant's successors of the Higher Links Addition to carry out its duties. Each lot is liable for its equal share of the annual budget. Regular Assessments are due in advance for the period of the assessment. A reasonable amount per lot shall be set aside in a Reserve bank account, as required by the Texas Property Code. If the Declarant does not approve an annual budget or fails to determine new Regular Assessments for any year following the Declarant's approval of the initial and subsequent annual budgets for the operation and management of the Higher Links Addition, or delays in doing so, owners will continue to pay the Regular Assessment as last determined. The Declarant or Declarant's successor may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular Assessments are used for Common Expenses related to the reoccurring, periodic, and anticipated responsibilities of the Higher Links Addition, including but not limited to:

- A. maintenance, repair, and replacement, as necessary, and as appropriate, administrative expenses of the Higher Links Addition and operating expenses of the Common Area, specifically including but not limited to the detention pond area, the sidewalk on lot 28 from the subdivision to the school, all roadways, and any street lamps and fixtures, and all visibility, access and maintenance easements, screening fences, the Higher Links Addition entrances and traffic signage, and all other common areas and common facilities and amenities defined in this Declaration.
- B. utilities billed to the Declarant for the benefit of the Higher Links Addition.
- C. services billed to the Declarant for the benefit of the Higher Links Addition and serving all lots.
- D. taxes on property owned by the Higher Links Addition and the Higher Links Addition's income taxes, if any.
- E. management, legal, accounting, auditing, and professional fees for services to the Higher Links Addition.
- F. costs of operating the Higher Links Addition, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Higher Links Addition.
- G. premiums and deductibles on insurance policies and bonds deemed by the Declarant to be necessary or desirable for the benefit of the Higher Links Addition, including any required fidelity bonds and liability insurance.
- H. contributions to the reserve funds.
- I. all costs of the Declarant's and Declarant's successors performance of its Property landscaping and maintenance obligations.

- J. any other expense which the Higher Links Addition is required by law or by the Documents to pay, or which in the opinion of the Declarant is necessary or proper for the operation and maintenance of the Property or for enforcement of the Documents.

8.6.3. Special Assessments. In addition to Regular Assessments, and subject to the Owners' control for assessment increases, the Declarant or Declarant's successors may levy one or more Special Assessments against all lots for the purposes of funding Common Expenses not anticipated by the annual budget or reserve funds. Special Assessments shall be prorated equally among all lots, and do not require the approval of the owners. All Special Assessments will automatically become effective, unless following Declarant's transfer of control of the operation and management of Higher Links Addition to the owners or to a Homeowners Association formed by the owners, owners of at least two-thirds (2/3^{rds}) majority of the Lots disapprove the Special Assessment by petition or at a meeting of the owners as provided above. However, the above provisions in this Section 9.4.3, notwithstanding, Special Assessments for the following purposes, must be approved by owners of at least a majority of two-thirds (2/3^{rds}) of the lots:

- A. Acquisition of real property, other than the purchase of a lot at the sale foreclosing the Declarant's or Declarant's successor's lien against the lot.
- B. Construction of additional improvements within the Property, but not replacement of original improvements.
- C. Any expenditure that may reasonably be expected to significantly increase the Declarant's or Declarant's successor's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

8.6.4. Individual Assessments. In addition to Regular and Special Assessments, the Declarant or Declarant's successor may levy an Individual Assessment against a lot and its owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an owner or his or her lot into compliance with the Documents; fines for violations of the Documents; insurance deductibles; transfer-related Special Assessments and resale certificate fees; fees for estoppel letters and project documents; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the lots, which may be assessed according to benefit received; fees or charges levied against the Higher Links Addition on a per-lot basis; and "pass through" expenses for services to lots provided through the Association and which are equitably paid by each lot according to benefits received.

8.6.5. Deficiency Assessments. The Declarant or Declarant's successor may levy a Deficiency Assessment against all lots for the purpose of defraying, in whole or in part, the cost of repair or restoration of the Property if insurance proceeds or condemnation awards prove insufficient.

8.7. **Basis & Rate of Assessments.** The share of liability for Common Expenses allocated to each Lot is uniform for all lots, regardless of a lot's location or the value and size of the lot or dwelling; subject, however, to the exemption for Declarant.

8.8. **Declarant Obligation.** Declarant shall be exempt from assessments. Any lot that is owned by Declarant during the Development Period is exempt from mandatory assessment. Declarant has a right to reimbursement for any assessment paid for the benefit of the initial Regular Assessment shall be Twenty and No/100 Dollars (\$20.00) per lot per month. This provision may not be construed to prevent Declarant from making a loan or voluntary monetary donation to the Higher Links Addition, provided it is so characterized.

8.9. **Annual Budget.** Declarant, Declarant's successors or Declarant's designated representative will prepare and approve an estimated Annual Budget for each fiscal year. The Annual Budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Declarant will make the budget or its summary available to an owner of each lot, although failure to receive a budget or summary does not affect an owner's liability for assessments. The Declarant will provide copies of the detailed budget to owners who make written request and pay a reasonable copy charge.

8.10. **Due Date.** The Declarant or Declarant's successor may levy regular assessments on any periodic basis, such as annually, semi-annually, quarterly, or monthly. Initial Regular Assessments shall be an Annual Assessment and shall be due on the first day of the period for which levied. Special and Individual and Reserve Fund Assessments are due on the date stated in the Notice of Assessment or, if no date is stated, within ten calendar (10) days after notice of the assessment is given. Assessments are delinquent if not received by the Declarant on or before the due date.

8.11. **Reserve Funds.** Declarant or Declarant's successor will establish, maintain, and accumulate reserves for operations and for the maintenance, repair and/or replacement of such matters as, but not limited to, the Property's common amenity improvements at the subdivision's entrance, the storm water detention pond and related equipment, interior road, and the perimeter fence on and along the subdivision's property border abutting W. Links Drive. Declarant must budget for reserves and may fund reserves out of Regular Assessments. Reserve funds will be maintained and accounted for separately from other funds maintained for annual operating expenses, and the Declarant will establish separate, bank trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Higher Links Addition.

8.11.1. **Operations Reserves.** Declarant and Declarant's successor will endeavor to maintain Operations Reserves for the benefit of the Higher Links Addition at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies.

8.11.2. **Replacement, Repair and Maintenance Reserves.** The Declarant will endeavor to maintain replacement, repair and maintenance reserves at a level that

anticipates the scheduled replacement or major repair of components of the Common Areas.

8.12. Declarant's Right to Borrow Money for the Subdivision. The Declarant or Declarant's successor is granted the right to borrow money, subject to the consent of owners of at least a majority of lots and the ability to repay the borrowed funds from assessments. To assist its ability to borrow, the Higher Links Addition is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

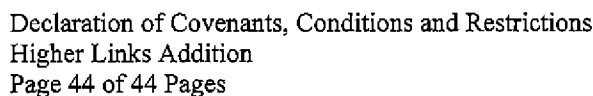
ARTICLE IX **AMENDMENTS**

9.1. Consents Required and Method of Amendment. This Declaration may be amended by any method selected by the Declarant with the consent of the owners of at least a majority of the Lots. Or in the event Declarant has transferred control of the operation and management of the Higher Links Addition to the owners, or in the event a Property owners' Association is formed hereafter, this Declaration may be amended by the Property owners or by the Board of such Property Owners' Association from time to time with the consent of the Owners of at least eighty percent (80%) of the lots, provided the method gives an Owner of each Lot the substance, if not the exact wording, of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument.

9.2. Effective. To be effective, any amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Declarant or any successor Declarant or Homeowners' Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by either the Declarant or an officer of the successor Homeowners' Association, certifying the requisite approval of owners or directors and, if required, Eligible Mortgagees; and (3) recorded in the Deed Records of Johnson County, except as modified by the following Section. This Section may not be amended without Declarant's written and acknowledged consent.

9.3. Ordinance Compliance. When amending the Documents, Declarant or any successor Homeowners' Association must consider the validity and enforceability of the amendment in light of current public law, including without limitation any governing City of Godley subdivision ordinance promulgated and in effect.

9.4. Merger. Merger or consolidation of the Higher Links Addition Property with another Declarant-deed-restricted property or property restricted and governed by a Homeowners' Association must be evidenced by an amendment to this Declaration. The amendment must be approved by at least eighty percent (80%) of the owners of the



lots. Upon a merger or consolidation of the Higher Links Addition Property Association with another Declarant-restricted property or property restricted and governed by a Homeowners' Association, the property, rights, and obligations of such other Declarant-deed-restricted property or property restricted and governed by a Homeowners' Association may, by operation of law, be added to the properties, rights, and obligations of a Homeowners' Association formed to govern and manage the Higher Links Addition Property as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants, conditions and restrictions established upon any other property under its jurisdiction. No merger or consolidation, however, will affect a revocation, change, or addition to the covenants, conditions and restrictions established by this Declaration within the Property without amending this Declaration as hereby provided.

9.5. **Termination.** Termination of the terms of this Declaration and the status of the Property as a planned unit development are according to the following provisions. In the event of substantially total damage, destruction, or public condemnation of the Property, an amendment to terminate must be approved by owners of at least eighty percent (80%) of the lots. In the event of public condemnation of the entire Property, an amendment to terminate may be executed either by the Declarant or by the Board of any then-existing Homeowners' Association without a vote of owners. In all other circumstances, an amendment to terminate must be approved by owners of at least eighty percent (80%) of the lots.

SIGNED AND ACKNOWLEDGED

SIGNED on this 22 day of March, 2023.

DECLARANT:

Higher Links, LLC,
a Texas Limited Liability Company

By: J. Thomas Mercer
J. Thomas Mercer, Authorized Member

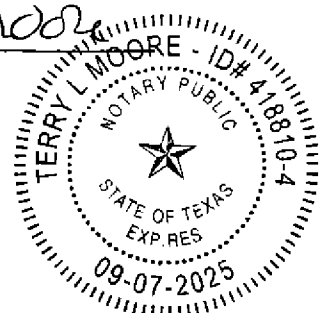
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HOOD

This instrument was acknowledged before me on this 22nd day of March, 2023 by J. Thomas Mercer, Authorized Member of Higher Links, LLC, a Texas Limited Liability Company, on behalf of said company.

Terry L. Moore
Notary Signature



Johnson County
April Long
Johnson County
Clerk

Instrument Number: 2023 - 7581

eRecording - Real Property

Declaration

Recorded On: March 23, 2023 01:01 PM

Number of Pages: 44

" Examined and Charged as Follows: "

Total Recording: \$194.00

******* 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: 2023 - 7581
Receipt Number: 20230323000087
Recorded Date/Time: March 23, 2023 01:01 PM
User: Leslie S
Station: ccl83

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT



STATE OF TEXAS
COUNTY OF JOHNSON

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 Johnson County, Texas.

April Long
Johnson County Clerk
Johnson County, TX

April Long