

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS }
 }
COUNTY OF DALLAS }

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (“Declaration”) is made on the date hereinafter set forth by Firewheel Farms No. 2 Homeowners Association, Inc., a Texas non-profit corporation (the “Association”), as successor in interest to Ewing Millcreek Associates Limited Partnership, a Texas limited partnership (the “Declarant”).

WITNESSETH:

WHEREAS, effective as of February 11, 1993, the Declarant executed and filed of record that certain Declaration of Covenants, Conditions and Restrictions in Volume 93041, Page 6011 of the Real Property Records of Dallas County, Texas, as supplemented and amended by Supplemental Declaration No.1 effective as of November 15, 1993, Supplemental Declaration No. 2 effective as of January 5, 1995, Amendment to Declaration of Covenants, Conditions and Restrictions effective as of May 1, 1995, the Amendment to Supplemental Declaration No. 1 effective as of May 1, 1995, and Supplemental Declaration No. 3 effective as of February 5, 1998, (together herein, as may have been further supplemented or amended, the “Original Declaration”);

WHEREAS, the Original Declaration is recorded against the Property (hereinafter defined) known as Firewheel Farms No 2 an addition to the City of Garland, Dallas County, Texas;

WHEREAS, the Association and the Owners (hereinafter defined) desire to amend and restate the Original Declaration in its entirety, as set forth herein, in order to amend and place certain covenants, conditions, restrictions, stipulations and reservations upon and against the Property in order to establish a uniform plan for the development, improvement, maintenance and sale of such Property and of the Lots (hereinafter defined) within the Property , and to insure the preservation of such uniform plan for the benefit of both the present and future Owners;

WHEREAS, pursuant to the Supplemental Declaration No. 3, which forms part of the Original Declaration, the Declarant assigned all of its rights, powers, obligations and duties set forth in the Original Declaration to the Association; and

WHEREAS, on <election Date To be set>, 2025, at a special election called and held pursuant to, and in accordance with the Governing Documents (hereinafter defined) and applicable law, the Owners who are each Members (hereinafter defined) of the Association voted in favor of amending and restating the terms and conditions of the Original Declaration, as hereinafter set forth,

NOW, THEREFORE, the Association and the Owners hereby adopt, establish and impose upon the Lots, and declare the following covenants, conditions, restrictions, stipulations and reservations (collectively, with any restrictions imposed by the Plats or the City; the “Restrictions”) applicable thereto, all of which are for the purposes of enhancing and protecting

the value, desirability, and attractiveness of the Property and benefiting the health and well-being of the Owners, and all of which shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I **DEFINITIONS**

Section 1. ACC shall mean the Architectural Control Committee as described in Article V hereof.

Section 2. “Addition” shall mean, collectively, the subdivisions identified as Firewheel Farms No. 2, No. 3, No. 4, and No. 5 as shown on the Plat(s) (as hereinafter defined).

Section 3. “Assessment(s)” shall mean and be defined herein, collectively, as the Annual, Special and Specific Assessments as defined and described in Article III hereof.

Section 4. “Board” shall mean the current, duly elected (or appointed) Board of Directors of the Association.

Section 5. “Bylaws” means and refers to the Bylaws of the Association as amended from time to time.

Section 6. “City” shall mean and refer to The City of Garland, Dallas County, Texas.

Section 7. “Commercial Use” shall mean those uses permitted by the City’s zoning ordinances (or other ordinance or regulation) for the conduct of trade business or enterprise such as (but not necessarily limited to) office, retail, business, shopping and other commonly understood commercial activities regardless of whether (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Section 8. “Common Facilities” shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties which may consist of improvements owned, leased or managed by the Association for the common use and benefit of the Owners and Residents of the Lots. Common Facilities may include, but not necessarily be limited to structures for recreation and storage, or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; guardhouses; esplanades; walls; and other similar appurtenant improvements.

Section 9. “Common Properties” shall mean and refer to all those areas of land within the Property for the common use and benefit of the Owners and Residents, except the Lots and public streets shown on the Plats, together with such other land as the Association may, at any time or from time to time, manage, maintain, lease, or acquire by purchase or otherwise in accordance with the Governing Documents.

Section 10. “Contact Information” shall mean the name, telephone number, cell phone number, email address and personal address of an individual Resident or Owner and for a corporation or

business, includes the name of the person appointed to represent the corporation or business to the Association.

Section 11. “Fees” shall mean and be defined herein as, and shall include, but not be limited to the Fines (as defined in Article III, Section 11 hereof), penalties, filing fees, document processing and copy fees, ACC (as hereinafter defined) aesthetic review fees, inspection fees and such other fines, fees and penalties as the Board shall determine are necessary to reasonably assess a Member for a violation of any of the Governing Documents and/or offset the cost of a specific service and shall be paid directly by the person, entity or Member benefiting from the service and not the general Membership at large.

Section 12. “Governing Documents” shall mean all documents, as amended, modified and/or supplemented and as defined and described in Section 209.002(4) of the Texas Property Code (the “Code”) including, without limitation, the Articles of Incorporation of the Association, the Plat(s), the Declaration, the Bylaws of the Association, the Minimum Construction Standards (MCS) all as amended, modified or supplemented, and any Rules, regulations, resolutions, policies and procedures now or hereafter adopted by the Board.

Section 13. “Lots” shall mean and refer to any lot of land in the Addition as described above, together with any Lots which may, from time to time, result from the re-subdivision, combination or division of any such Lots, as may be shown upon the Plat or Plats of the Property (as such Plat or Plats may be amended from time to time). The term “Lot” shall also include any other portion of the Property which may, from time to time, be shown upon the aforementioned Plat or Plats (as same may be amended from time to time) and which is designated on such Plat or Plats to be a Lot, or which is designated or declared to be a Lot by a separate written instrument executed by the Association, or its successors or assigns, filed of record in the Real Property Records of Dallas County, Texas.

Section 14. “Maintenance Fund” shall mean the liquid asset accounts or checking accounts and subsidiary accounts into which the Association, at the discretion of the Board, deposits funds to be used for expenses related to administration, community events, and maintenance of the Common Properties and the Common Facilities as specified in Article III hereof.

Section 15. “Member” shall mean and refer to a member of the Association who becomes a Member by being an Owner.

Section 16 “Membership” shall mean, collectively, all of the Members.

Section 17. “Owner(s)” shall mean and refer to the record owner [whether or not such party actually resides on a Lot or any part thereof and including sellers pursuant to executory contracts for conveyance and beneficiaries for life estates or trusts (revocable and irrevocable) whether one or more persons or entities] of fee simple title to any Lot which is a part of the Property as reflected in the Real Property Records of Dallas County, Texas, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

Section 18. “Person” means a natural person, a corporation, a partnership, a trustee, a limited liability company or any other legal entity.

Section 19. “Plats” shall mean the Plats recorded in the Map or Plat Records of the County of Dallas Texas: Final Plat Firewheel Farms No. 2 recorded in Vol 92223, page 780; Final Plat Firewheel Farms No. 3 recorded in Vol 93126, page 3094; Final Plat Firewheel Farms No. 4 recorded in Vol 94197, Page 04087; Final Plat Firewheel Farms No. 5 recorded in Vol 96138, Page 07178; and Replat Lot 7R, Block 11 Firewheel Farms No. 5 recorded in Vol 99026, Page 00015; and subsequent plats or plat amendments and any additional property made subject to the terms hereof pursuant to the provisions set forth in the Governing Documents..

Section 20. “Property” shall mean and refer to any (or all of the) Lot(s) and any portion of (or all of) the Common Properties and Common Facilities in the Addition, subject to the Restrictions set forth herein and defined and described by the Plat.

Section 21. “Reserve Fund” shall mean the liquid asset accounts or savings, or investment accounts and subsidiary accounts into which the Association, at the discretion of the Board, deposits and invests funds dedicated for long term capital replacement costs.

Section 22. “Residence” means any building, improvement or other structure located on the Property which is designated and/or designed or occupied for use and occupancy as the principal residence for humans and or customarily used by an individual as such. If the habitation is shared between different domiciles, then the greater number of days of habitation of a Lot establishes that Lot as the Residence. The time counted towards habitation shall include time away due to medical treatment but excludes time away for business travel. Residence does not include a hotel, motel or similar private or public accommodation where occupancy is available on a temporary day to day basis

Section 23. “Resident” shall mean and refer to any person who inhabits a Residence, either permanently or temporarily, and may include, without limitation, an Owner or lessee and their respective families, guests, invitees, servants and/or employees.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. Recorded Plats of the Addition. The Plats dedicate for use, subject to the limitations set forth therein, the streets and easements shown thereon, and such Plats further establish certain restrictions applicable to the Addition including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the recorded Plat are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of any Owner conveying a Lot or any part thereof, whether specifically referred to therein or not.

Section 2. Easements. The Association reserves for the public use the easements and rights-of-way as shown on the recorded Plats for the purposes of constructing, maintaining, and repairing a system or systems of streets, alleys, electric light, electric power, gas, telegraph, telephone, water distributions, sewers, cable television, garbage collection or any other utility the Association sees fit to install in, across and/or under the Property. The Association reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and

economically installing the improvements, but such changes and additions must be approved, if required, by the City. Neither the Association nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees, flowers or any other improvements on the land covered by such easements.

Section 3. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by any Owner to any of the Property by contract, deed or other conveyance shall be subject to any easement or right of way affecting same for any reason, including, streets, alleys, electric light, electric power, telegraph, telephone, water distribution, sewers, cable television, garbage collection or other purposes. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits or other services lines running through their Lot which are utilized for or services to 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 such Owner's Lot.

ARTICLE III **HOMEOWNERS' ASSOCIATION**

Section 1. Homeowners' Association. The Association shall be the entity responsible for the ownership, management, maintenance, operation and control of the Common Properties and Common Facilities, and any other Property owned by the Association and the administration and enforcement of the Governing Documents.

Section 2. Membership in the Association. Every Owner shall be a Member of the Association, which shall function as a homeowners' association for the benefit of all Owners. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot, but no person or entity shall be a Member merely by having an interest in a Lot as security for the performance of an obligation. If record title to a Lot reflects ownership by more than one person, all co-Owners shall share the privileges of Membership, subject to restrictions set forth in the Governing Documents, including Section 3 of this Article III. The Membership rights and privileges of an Owner who is a natural person may be exercised by the Owner only. The Membership rights and privileges of an Owner that is a corporation, partnership, trustee, limited liability company or other legal entity may be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Association.

Section 3. Voting Rights.

(a) The Members may exercise voting rights as set forth in the Bylaws of the Association. Except as otherwise provided in this Declaration, including subparagraph (b) of this Section 3, or the Bylaws of the Association, each Member shall be entitled to one (1) vote.

(b) If a Lot is owned by more than one Person, the co-Owners of such Lot shall collectively be entitled to one (1) vote, which shall be exercised as they, among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot. If a Person, directly or indirectly through one or more affiliates, owns more than one (1) Lot, such Person and such Person's Affiliates shall collectively be entitled to one (1) vote, to be exercised as they among themselves determine. The term "Affiliate" shall mean an entity controlled by, or under common

control with, a Person.

Section 4. Board of Directors. The Members of the Association shall elect the Board of the Association. Subject to the rights and limitations set forth in the Governing Documents and applicable law, the Board shall have exclusive authority to conduct all business of the Association.

Section 5. By-Laws/Rules, Regulations, Policies and Procedures. The Association, through the Board, may make, adopt, terminate and enforce whatever rules, regulations, policies, procedures (together “Rules”) and Bylaws it deems desirable to govern the Association and its Members. The Bylaws of the Association effective as of the date hereof, are attached hereto as Exhibit “A” which Bylaws may hereafter be amended in accordance with the terms thereof.

Section 6. Inspection Rights. Each Owner shall have the right to inspect and examine the books, records and accounts of the Association in accordance with Chapter 209, Section 209.005 of the Property Code and the Association’s current Copy and Inspection Policy, as amended.

Section 7. Fees. The Association shall have the power to assess and charge the Fees to the Members as specified herein and/or permitted by applicable law.

Section 8. Assessments.

(a) Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot shall pay to the Association, Annual Assessments, Special Assessments and Specific Assessments, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, late charges, costs of collection and reasonable attorneys’ fees, shall be a charge on each Lot and shall constitute a continuing Lien (as defined below) upon the Lot against which each such unpaid Assessment is made. Each such Assessment, together with interest, late charges, costs of collection and reasonable attorney’s fees, shall be the personal obligation of the Owner of such Lot at the time when the Assessment is due. The personal obligation for delinquent Assessments shall not pass to such Owner’s successors in title unless expressly assumed by them, provided that the Lien for such Assessments shall continue and may be enforced against the affected Lot. Each Member and purchaser of any Lot, tract or parcel of land of or within the Property, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall accept title to their Lot subject to the Lien and shall be deemed to covenant to pay to the order of the Association Annual, Special and Specific Assessments, all of such Assessments to be fixed, established, and collected from time to time as hereinafter provided.

(b) Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article III but unpaid, shall, together with interest and late charges as provided herein and the cost of collection, including attorney’s fees as hereinafter provided, thereupon become a continuing lien and charge (the “Lien”) on the Lot covered by such Assessment, which shall run with the land and bind such Lien on the Lot and to the Owner and the Owner’s heirs, executors, devisees, personal representatives, administrators, successors and assigns. Except as otherwise provided herein or by applicable law, the Lien shall be superior to all other liens except (i) the liens of all taxes, bonds, assessments, and other levies by any governmental authority which by applicable law, would be superior and (ii) the lien of any properly and validly recorded first

lien, purchase money deed of trust. The Association shall have the power to subordinate the Lien to any other lien. Such power shall be entirely discretionary with the Association. Although no further action is required to create or perfect the Lien, the Association may, as further evidence and notice of the Lien, execute and record a document setting forth as to any Lot, the amount of the delinquent Assessments due the Association at the time such document is executed and the fact that a Lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not affect the validity, enforceability or priority of the Lien. Such Lien shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by (a) non-judicial foreclosure by the Association in accordance with the regulations, as amended, set forth in the Code, (b) the Association may institute suit against the Member personally obligated to pay the Assessment and/or (c) institute foreclosure of the Lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Member shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Sale or transfer of any Lot shall not affect the Lien or relieve such Lot from the Lien for any subsequent Assessments. Such unpaid Assessments shall be deemed to be a common expense collectible from Members of all Lots subject to Assessment under the Governing Documents, including the acquirer, its successors and assigns. Any such sale or transfer pursuant to foreclosure shall not relieve the purchaser or transferee of the Lot from personal liability for payment of any Assessments thereafter becoming due, nor release the Lot so sold or transferred from the Lien.

(c) Purpose of Assessments. The Assessments levied by the Association shall be used for the purposes set forth below and such other purposes, at the discretion of the Board, in promoting the comfort, health, safety, and welfare of the Members, and for carrying out the purposes of the Association as stated in the Governing Documents.

(d) Annual Assessments. An Annual Assessment (separately, herein so called) shall be collected for the purpose of creating a fund to be designated and known as the "Maintenance Fund". The Annual Assessment will be paid to the Association annually in advance by the Owner of each Lot. Annual assessments shall be set and announced by the Board at least thirty (30) days prior to notice of Assessment payable for the current year. Assessments are due when notices are delivered to each Owner provided that, without a vote of the Members, the Annual Assessment may not be increased by the Board in any year by an amount in excess of fifteen percent (15%) above the previous year's Annual Assessment. The Association shall, upon written demand and upon payment of a reasonable Fee, furnish a Resale Certificate ("Certificate") signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. (Certificates will be issued in accordance with Chapter 207.003 of the Code, as amended. The Certificate Fee will be established by the Board and reflected in its current "Fee Policy." The Association shall use the funds in the Maintenance Fund for such purposes permitted by the Governing Documents including, without limitation, the following:

(i) Improve, beautify, maintain, manage and operate the Common Properties and Common Facilities, and pay taxes and insurance premiums thereon, and promote the recreation, health, safety, convenience and welfare of the Members of the Association, such benefits to include, but not limited to, providing professional management or financial services; providing patrol or watchman service; providing service contractors to manage and maintain

recreational facilities; providing and maintaining lighting standards fixtures and facilities, plumbing equipment and drainage systems for the Common Properties and Common Facilities; fogging for insect control; providing garbage and rubbish pickup; maintaining the unpaved portion of, and any esplanades on, any street or right of way adjoining the Property; maintaining landscaping and other improvements (including without limitation walls, retaining walls, monuments, signage and irrigation systems) contained within the esplanades and cul-de-sacs in any public streets located within the Property, or in any landscape reserves; enforcing the provisions contained in the Declaration; employing one or more architects, engineers, attorneys, or other consultants, for the purpose of advising the Association in carrying out duties and authority as set forth herein or, for the maintenance and/or improvement of the Common Properties or Common Facilities or for the benefit of the Members of the Association. The foregoing uses and purposes are permissive and not mandatory, and the decisions of the Board shall be final as long as made in good faith and in accordance with the Governing Documents and any applicable governmental laws, rules and regulations.

(ii) Mow, irrigate and otherwise maintain the median (the “Median”) within West Muirfield Road, and maintain any landscaping or irrigation systems which may now or from time to time be located therein. Neither the Association nor any of its Members shall own any portion of the Median, it being understood that the Median has been dedicated to the public and is subject to all limitations and restrictions set forth on the Plats. The Association shall have the power and authority to execute such agreements as the City may require in order to afford the Association the right or license to enter upon the Median for the purposes set forth in this Subsection 8(d)(i) and (ii).

(iii) The total amount held in the Maintenance Fund shall not exceed 150% of the annual Association budget. Excess amounts in the Maintenance Fund may (A) be transferred to the Reserve Fund, (B) applied to reduce the Annual Assessment or (C) retained in another Association account at the discretion of the Board.

(e) Special Assessments. In addition to the Annual and Specific Assessments, the Association may, by vote of the Members, levy, at any time a Special Assessment (separately, herein so called) for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Properties or Common Facilities, or any portion thereof, including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in the Governing Documents. The Special Assessment must be approved by a majority of the total votes of a quorum of the Members in person or by proxy in attendance at a meeting duly called for such purpose, written notice of which (including the purpose thereof) shall be given to all Members at least thirty (30) days in advance of such meeting.

(f) Specific Assessments. In addition to the Annual and Special Assessments, the Board may levy a Specific Assessment (separately herein so called) against a particular Lot to cover (a) the costs, including overhead and administrative costs, of providing services to the Lot upon request of the Member; (b) costs or expense, of any kind or nature, damages and expenses incurred as a consequence of the conduct of the Member or Resident of the Lot, their agents, tenants, contractors, employees, licensees, invitees, or guests, and/or (c) any costs that the Association incurs in bringing the Lot into compliance with the provisions of the Governing

Documents.

(g) Common Properties and Common Facilities Exempt. All Property owned by the Association including all Common Properties, Common Facilities and all portions of the Addition owned by or otherwise dedicated to any political subdivision shall be exempt from the Assessments and the Lien created herein.

Section 9. Effect of Nonpayment; Remedies of the Association. Any Assessment or Fee, or other payment owed to the Association pursuant to this Declaration or any other Governing Document shall be immediately due and payable when levied, and any such payments not paid within thirty (30) days after the due date will be subject to late charges as reflected in the Association's "Fine and Penalty Policy" established by the Board, but in no event shall such late charges exceed the maximum rate allowed by applicable Texas law. The Association may bring an action at law against the Owner personally obligated to pay the same, may foreclose the Lien against the Lot and/or may pursue any other legal or equitable remedy available to it.

Section 10. Duration. The Assessments and Lien, will remain effective for the full term (and extended term, if applicable) of the Declaration.

Section 11. Sanctions. In addition to any other rights or remedies provided to the Association herein, the Association shall be authorized to impose sanctions and Specific Assessments for violations of the terms and conditions of the Governing Documents. Sanctions may include (a) the levy of reasonable monetary fines (the "Fine(s)"), which shall be payable upon written notice thereof delivered by the Association and shall be, together with interest charges, late fees, costs of collection and reasonable attorneys' fees, secured by the Lien for Assessments; (b) suspension of the right to use any Common Property or Common Facilities by an Owner or Resident; and (c) suspension of services that the Association provides to an Owner or Resident of a Lot. Owner's may appeal the enforcement of such sanctions in accordance with Chapter 209, Section 209.007, of the Code, as amended.

Section 12. Reserve Fund. The Board may establish a Reserve Fund. As a funding source for the Reserve Fund, the Board may establish and collect a nonrefundable Reserve Fund Fee(s) (herein so called) upon each transfer of title to a Lot. The Reserve Fund Fee shall be charged to the buyer of the Lot, shall be payable to the Association at the closing of the transfer and shall be, together with interest charges, late fees, costs of collection and reasonable attorneys' fees, secured by the Association's Lien for Assessments. The Association shall establish, in one or more accounts of the Association, a fund designated for the Reserve Fund into which the Association shall cause to be deposited all Reserve Fund Fees and all portions of any other Assessments (including the Maintenance Fund) designated by the Board for reserves from time to time. Funds in the Reserve Fund shall be used for capital improvements, for replacements and repairs of Common Properties and Common Facilities, and improvements thereon and thereto, which are not budgeted for or covered by the Annual Assessments or a Special Assessment, and for any other non-routine or unanticipated expenses. The Board shall have the sole discretion to determine the amount of and method of calculating the Reserve Fund Fee.

ARTICLE IV
USE RESTRICTIONS

The Properties (and each Lot situated therein) shall be constructed upon, developed, occupied and used as follows:

Section 1. Residential Use. All Lots shall be used for residential use and purposes (“Residential Use”) which shall be limited, exclusively, to Single Family Occupancy (as described and defined in Section 2 below) and such Rules as promulgated by the Board from time to time. No Owner shall conduct, transmit, permit or allow any type or kind of Residential Use on a Lot or within any Residence on a Lot which would (i) attract automobile, vehicular or pedestrian traffic to the Lot or (ii) 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 Addition.

Section 2. Single Family Occupancy. No Lot or Residence shall be occupied by more than a single family. For purposes of this Restriction, a single family shall be defined as

- a. not more than 4 adults of age of 18 or older, and
- b. living together as a single household unit.

Nothing herein shall be interpreted to restrict the number of children under age 18, who must be under the supervision of adults in the family unit.

c. Notwithstanding the above, the occupancy of any Residence, shall be limited to the lesser of the number of persons identified above or the number of persons as permitted by the City of Garland codes and ordinances, as amended.

Section 3. Single Family Residential Construction. No building structure or improvement of any kind or nature, shall be constructed, erected, altered or permitted to remain on any Lot other than one (1) detached single-family dwelling used for Residential Use only and not to exceed two (2) stories in height.

Section 4. Commercial Property. No Lot shall be used for Commercial Use of any kind; provided, however that an Owner or Resident may conduct business activities within their Lot so long as it (a) is not apparent or detectable by sight, sound, smell or radio frequency interference from outside any Residence on the Lot, (b) conforms to all zoning and other City requirements, (c) does not involve more than two visitations in a month to the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of Residents of the Property; and (d) is consistent with the Residential Use of the Property and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety or parking convenience of other Residents within the Property, as may be determined in the sole discretion of the Board. As used in this Section 4, the term “business” shall be construed to have its ordinary, generally accepted meaning and shall include, without limitation, any Commercial Use and/or occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family. Notwithstanding the foregoing, leasing of a Lot for Residential Use shall not be considered a “business” within the meaning of this Declaration as long as such leasing is in accordance with the Association’s “Leasing Policy,” as amended.

Section 5. Minimum Square Footage Within Improvements. The Lots are restricted to a Residence with a minimum of one thousand eight hundred (1,800) square feet of livable area,

exclusive of open porches and garages or carports, unless further restricted by City ordinances.

Section 6. Sidewalks. Sidewalks shall be constructed in conformance with City specifications and regulations and the plans for each Residence on each Lot shall include plans and specifications for such sidewalks on the front of each Lot and on the street side of each corner. Thereafter, the Lot Owner shall be responsible for the maintenance of the sidewalks bordering or servicing their property.

Section 7. Location of the Improvements upon the Lot. Upon approved application to the Board or the ACC, a Lot may be permitted to have a lawn equipment storage building or children's playhouse or other structure ancillary to the Residence, and which shall be no more than eight (8) feet at its highest point above the Lot elevation and shall be placed inside a fenced area in the back or side yards of each Lot. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a Residence; provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

Section 8. Prohibition of Offensive Activities. All activities on Lots shall comply with City codes and ordinances, as amended. No activity, whether for profit or not, shall be conducted on any Lot which is not related to Residential Use. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighbors or neighborhood. The Board may levy Specific Assessments for violations.

Section 9. Use of Temporary Structures. No structure, of any kind, of a temporary character, including without limitation, trailers, tents, shacks, garages, barns or other outbuildings, shall be constructed, installed, placed, maintained or used on any Lot at any time as a Residence or for any other purpose.

Section 10 Parking and Storage of Automobiles, Boats, Trailers and Other Vehicles.

No vehicle, whether motorized or non-motorized, including, by example and not by limitation, any oversize vehicle, recreational vehicle, semi-tractor, tractor trailer, commercial vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any portion of the Lot or street within the Addition for more than twenty-four (24) hours in any consecutive seventy-two (72) hour period unless such vehicle is

(a) less than twenty-one (22) feet in length and is completely concealed from public view inside a garage or other enclosure approved by the City and the ACC and

(b) is a passenger automobile, van, motorcycle or pickup truck, that is in operating condition with current and valid State vehicle registration and in daily use by an owner on the streets and highways of the State of Texas.

(c) Commercial, oversize, and Construction Vehicles or machinery, temporarily parked and being used for the construction, repair or maintenance of a Residence or a residence in the immediate vicinity, are exempt from this restriction during the period of active work. If work is suspended for 7 hours or more, such vehicles shall be removed from the addition until construction activities are resumed. Commercial and Construction vehicles may not block the alley, or driveway or block access to lots of other owners. The lot owner who has contracted the

construction or repair work is obligated and responsible to notify workers of this restriction, and also notify the property manager.

(d) Storage Containers and shipping containers are permitted to remain in the lot driveway for a period of 5 days. As a courtesy, the owner should notify the property manager of the delivery and scheduled date of removal of the container. The lot owner should notify the property manager and association if the period extends beyond 5 days.

(e) Golf carts, utility vehicles, electric campus vehicles, and recreational vehicles, shall removed from public view when not in use. Parking on a street is restricted according to the laws, statutes, ordinances, and rules of the City of Garland and Texas Transportation Code, provided however that the Association has no obligation to enforce such laws.

(f) All vehicles permitted by this Section 10, shall be parked on a paved parking surface of poured concrete, driveway, or garage of a Lot. No vehicle may block the alley, or driveway or block access to lots or mailbox of other owners.

(g) Vehicles which do not meet the requirements of this Section 10, shall be parked in a remote location away from the Addition.

(h) Further, the Board shall have the authority to adopt Rules governing the parking and operation of any vehicles of any kind, nature, make, model or description in the Addition which may include towing and the levy of Fines for violations.

Section 11. Mineral Operations. No drilling, development operation, refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

Section 12. Animal Husbandry. No animals, livestock or poultry of any kind shall be slaughtered, raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than four (4) common household pets will be permitted on each Lot. If common household pets are kept, they must be restrained or confined inside a fenced area in the rear of the Lot or within the designated property lines of the Lot or within the Residence. When away from the Lot, pets must always be on a leash at all times. Each Owner or Resident of any Lot shall keep the Lot clean and free of pet waste, refuse and debris and other damages.

Section 13. Walls, Fences and Hedges. No hedge wall, fence or other enclosure in excess of four (4) feet in height shall be erected or extend over any building setback requirements of the City or a Plat. No side or rear fence, wall or hedge shall be more than eight (8) feet high. All fences must be constructed of wood or composite material, galvanized steel posts set in concrete, brick masonry or material and stringers and pickets shall be of a consistent design, all material and design must be pre-approved in writing by the Board or ACC before installation. All fences shall be constructed so that the sides of the fence containing the structural supports are not visible from any street right-of-way. Any fence or wall shall be erected and completed before the main Residence is occupied and shall become the property of the Lot on which the same is erected and

shall be maintained and repaired by such Owner. No gates, fences or other barriers (motorized or non-motorized or a combination thereof) will be erected on, adjacent to or bordering a Lot, without the prior written approval the Board or the ACC of the Association. All Lots adjacent to Firewheel Golf Course shall be required to have a fence along any rear Lot line constructed of tubular steel not less than five feet (5') in height. The side fence along any side Lot line intersecting the boundary of Firewheel Golf Course shall also be constructed of tubular steel, except that privacy fences shall be permitted along common lot lines as long as the fence does not extend beyond the rear building set back lines established by the City and the Plats. All fences adjacent and parallel to the northerly right-of-way of Muirfield Road shall be of wooden construction of a consistent design and color as pre-approved by the Board or the ACC. Such fences along and parallel to the Northern right-of-way of Muirfield Road shall be located on Lots as follows: on Lot 4 of Block 2, no less than fifteen feet (15') from the right-of-way line of Muirfield Road; on Lot 9 of Block 2, no less than fifteen feet (15') from the right-of-way line of Muirfield Road at a point located at one-half (1/2) the main structure and shall then extend along a straight line to a point on the rear property line which is no less than five feet (5') from the right-of-way line of Muirfield Road; and on Lots 10, 16 and 17 of Block 2, no less than five feet (5') from the right-of-way line of Muirfield Road. Any construction, installation, repairs, improvements, rebuilding of any retaining wall in view of main streets shall be constructed of materials matching to the original stone walls within the Property and with approval by the Board or the ACC.

Section 14. Landscaping. A landscape plan shall be reviewed and pre-approved by the ACC for each Lot before installation.

Section 15. Mailboxes. Mailboxes shall be constructed of brick and mortar and a design pre-approved by the Board or ACC prior to installation, replacement, repair or reconstruction.

Section 16. Visual Obstruction at the Intersections of Public Streets. Visual obstructions at intersections of public streets and alleys shall be prohibited unless permitted by the City.

Section 17. Lot Maintenance. Each Owner or Resident of any Lot shall maintain the entire Lot at all times and keep the Lot in a sanitary, healthful, and attractive manner, including, without limitation, edging the street curbs and sidewalks that run near Lot lines, and shall in no event use any Lot for storage of materials and equipment, except as permitted hereby. Trees and shrubs shall be trimmed to avoid infringement on other Lots, structures and sidewalks and maintained to not infringe or encroach upon adjacent Lots, streets, alleys, and rights-of-way. Dead tree branches, cut trees, grass clippings and leaves shall be removed within fifteen (15) days of written notice from the Association and properly disposed as required by applicable City codes and ordinances. Any refuse resulting from the forgoing activities may be stored on a Lot until disposal as long as such refuse is not placed or stored on a Lot such that it impedes ingress and egress over established rights of way or creates a nuisance. No debris shall be placed into a ditch, culvert, storm sewer or street or Common Properties. The drying of clothes in full public view is prohibited, and the Owner or Resident of any Lot at the intersection of streets or adjacent to parks, playgrounds, or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen drying of clothes, yard equipment or storage piles which are incident to the normal Residential requirements of a typical family from public view. No vegetables shall be grown in any area of the Lot visible from a street. No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained if they

are visible from the front street side of the Lot, and no air conditioning apparatus shall be installed on the ground in front of a Residence. All Owners and Residents shall comply with Rules and any ordinances enacted by the City pertaining to the storage and disposal of garbage or trash and other waste materials. No Lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall be kept in sanitary containers with sanitary covers or lids, similar to containers provided by the City of Garland. Containers for the storage of trash, garbage and other waste materials must be stored out of public view and returned to such location within twenty-four (24) hours after disposal. Equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. Storage of trash containers on any Lot with garage and driveway access to the street shall be located behind the front set-back lines of the Lot at the side of the garage or behind the front building line out of view from the street. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon, so long as the construction progresses without undue delay, until the completion of improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 18. Signs, Advertisements and Billboards. Except for signs placed by the Association to identify the Addition, and activities or events sponsored by the Association and except for signs within the Addition advertising a Residence for sale or lease, no sign, advertisement, poster, billboard or advertising structure of any kind other than a “For Sale” sign or “For Lease” sign not to exceed six (6) square feet in total size may be erected or maintained on any Lot in the Addition. The Association or its assigns shall have the right to remove any sign, advertisement or billboard or structure that does not comply with the above, and in doing so shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal. Except for the above prohibitions, a political campaign sign may be placed on a lot no earlier than two (2) weeks before an initial public election (and runoff) and must be removed not later than twenty-four (24) hours after the closing of the polls for such election. Only one political sign per candidate is permitted. Except for the above prohibition, a sign celebrating a family event or giving recognition to an individual for award may be placed on a Lot for two (2) weeks; provided however that, such sign shall have the date it was placed written or printed on the boarder or margin of the sign.

Section 19 Antennas. Except as permitted by applicable law, no television, radio or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcast or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon. The Association shall be empowered to adopt Rules governing the type of antennae that are permissible hereunder and establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use and building regulations. Notwithstanding the forgoing, one (1) antenna only may be attached to the main Residence and, in all cases, no antenna of any style shall be either: (a) erected as a free-standing structure; (b) permitted to extend above the highest point of the roof of the main Residential structure of the Lot, or (c) maintained on any portion of the Lot forward of the front building line of such Lot.

Section 20. Garages and Driveways. Where an alley is located adjacent to the rear of a Lot, then access to the garage shall be served directly from the alley. There shall be no driveway access to Muirfield Road except for and from Lots 2, 3, 23, 24, 25, and 26 of Block 2.

Section 21. Leasing. “Lease” or “Leasing,” for purposes of this Declaration, is defined as and restricted to regular, exclusive occupancy of a Lot by a Person, other than the Owner for a minimum of one (1) year under a written lease for which the Owner receives consideration or benefit, of any kind or nature. Lots and Residences may be leased only in their entirety and in accordance with the Association’s current “Leasing Restrictions” as amended. All provisions of the Governing Documents that govern the conduct of the Owners, restrict the use of the Lots or provide for sanctions against Owners shall also apply to all Residents of any Lot. Each Owner shall cause all Residents of such Owner’s Lot to comply with the applicable provisions of the Governing Documents. Notwithstanding anything contained to the contrary in the Leasing Restrictions, each Owner shall provide a copy of the current Governing Documents to any Residents of a Lot and the Association shall have the authority to enforce the terms and conditions of the Governing Documents against the Residents to the same extent it can enforce such performance against the Owner. Owners and Residents may not permit the use of the Residence by any Person under any arrangement, written or oral, other than a lease and Residents may not assign, delegate or sublease its obligations under such lease or otherwise permit the use or occupancy of the Residence.

Section 22. Cumulative Application. The Restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City of Garland, Texas or any other governmental authority having jurisdiction over the Property.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose. The ACC shall be established by the Board with the purpose of maintaining the architectural consistency and enforce the Rules criteria, aesthetics and uses for sustaining integrity and aesthetic harmony for all Lots within the Addition. The ACC will interface with the Association Membership. The ACC shall have full and complete authority to approve construction, alteration or modification of any improvement on any Lot which is in compliance with the Design Guidelines (defined and described in Section 3 below). Any variances or appeals from the decision of the ACC shall be addressed in accordance with Section 12 below.

Section 2. Committee Membership. The ACC shall consist of at least three (3), but not more than seven (7), members, who shall be appointed by the Board to serve and may be removed and replaced at the Board’s discretion. The members of the ACC must be Owners who reside on their Lot. The ACC members shall not be entitled to any compensation for services performed, nor shall they be held financially or otherwise responsible for any acts or duties exercised hereunder or failure to exercise any act or acts of duties set out herein. However, the Board, upon recommendation from the ACC, may designate a representative to act on behalf of the ACC.

Section 3. Design Guidelines. No building or other improvement of any kind shall be erected, placed, altered, modified or re-erected on any Lot until the construction plans, materials and specifications and a plot plan showing the location of the structure on such Lot have been approved, by the ACC in writing, as to (a) harmony and uniformity of exterior design and brick and paint color with existing structures, as to location with respect to topography and finished ground elevation and (b) compliance with such construction and design guidelines (the “Design

Guidelines”) established by the ACC from time to time as minimum construction design and aesthetic standards. A copy of the building’s construction plans, with or without modifications, and all construction specifications and plot plan together with such information as may be deemed pertinent shall be submitted to the ACC or its designated representative, by completing an application, in form and content promulgated by the ACC or the Board for review by the ACC. Written ACC approval is necessary before commencement of construction. The ACC will require the submission of such plans, specifications and plot plans together with such other documents as the ACC deems appropriate in such form and detail as it may elect in its sole and absolute discretion. The ACC shall have full and complete authority to approve construction, alteration or modification of any improvement on any Lot, and its judgment shall be final and conclusive. Any variances from the decision of the ACC shall be addressed in accordance with Section 12 hereof.

Section 4. Committee Requirements. The Board shall create a policy for ACC membership, pursuant to Chapter 209, Section 209.00505 of the Code that will define the roles for interaction, responsibility and communication between the ACC, the Membership and the Board. The ACC shall create and maintain the Design Guidelines, approved by the Board, that identify and define harmony and uniformity of architectural standards throughout the Addition. The ACC shall provide access to its committee members to all required application documents for review. The ACC shall maintain a record of Owner applications and associated records, construction plans and specifications, a plot plan, and documented history of notes, email records and approval/disapproval results. The ACC shall use its best efforts to respond to fully completed applications upon request by Owners within 30 days.

Section 5. Lot Maintenance. The ACC and/or the Board or their designees shall periodically monitor the Lots, identify violations of the Design Guidelines and/or Governing Documents, notify the affected Owners and the Board and recommend and pursue corrective action in accordance with the Governing Documents.

Section 6. Appeal. Members may appeal the decisions of the ACC to the Board. Appeals to the Board will be conducted in accordance with Chapter 209, Section 209.00505, as amended, of the Code.

Section 7. Approval Not a Guarantee. No approval of plans and specifications and no publication of standards and guidelines in this Declaration, the Governing Documents and Design Guidelines shall be construed as representing or implying that improvements built in accordance therewith will be free of defects. Any approvals and observations incident thereto shall concern matters of an aesthetic nature. Such approvals, standards and guidelines shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner. The Association, its directors, officers, employees, attorneys and agents, the ACC and all of the members of any other committees of the Association shall not be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of a Lot for any (a) defects in any plans or specifications submitted, revised, or approved pursuant to this Article V, (b) any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, (c) any loss or damage arising from the noncompliance of such plans or specifications with any governmental ordinance or regulation and/or (d) any defects in construction undertaken pursuant to such plans and specifications. Approval by the ACC, the

Board or its agents is not to be construed as approval by the City or any other governmental authority as the approval processes are mutually exclusive.

Section 8. Basis of Approval. Approval of plans and specifications shall be based, among other things, on the Design Guidelines, as well as the adequacy of site dimensions, architectural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants. As part of any approval, the ACC may require that construction commence within a specified time period. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. Notwithstanding the forgoing, all work shall be completed within one (1) year of commencement unless otherwise specified in the notice of approval or unless the ACC or the Board, in its discretion, grants an extension in writing.

Section 9. Limitation of Liability. Neither the Association, the Board, the ACC (or its directors, officers, employees, attorneys or agents), members of such committees or the Association agents or any other committee, or member thereof, created by the Board shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

Section 10. Fees. The ACC may, at any time and from time to time, establish, with the approval of the Board, a review Fee to be payable by the Person or Owner in connection with the review of the plans and specifications by the ACC or designated Association agent.

Section 11. No Waiver of Future Approvals. The people reviewing applications on behalf of the ACC and the Board will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the MCS (Minimum Construction Standards), may vary accordingly. It may not always be possible to identify objectionable features until work is completed. In such cases, the ACC and the Board may elect not to require changes to objectionable features. However, the ACC may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

Section 12. Variances. The Board may, in its sole and absolute discretion, grant variances from an Owner's, or other party's compliance with the Governing Documents. The ACC, in its sole and absolute discretion, may recommend to the Board, variances from an Owner's compliance with the Governing Documents when it determines that circumstances (such as topography, natural obstructions, hardship, or aesthetic or environmental considerations) justify such a variance, however, the ACC shall, under no circumstances, be authorized to grant variances. No variance shall be effective unless in writing. No variance shall prevent the ACC from recommending a request for a variance in other circumstances. A variance is not effective until the variance has received the Board's prior written approval.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Term. The Restrictions shall run with and bind the Property, and shall inure to the benefit of and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date the original Declaration was recorded, after which time such Restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate such Restrictions in whole or in part.

Section 2. Amendment. Except as otherwise specifically provided in this Declaration, the terms and provisions of this Declaration or applicable law may be amended at any time only in a writing signed by the Association President and approved by the affirmative vote or written consent, or any combination thereof, of two-thirds (2/3) majority of the Owners, with such written amendment becoming effective upon recording in the Real Property Records of Dallas County, Texas. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. If an Owner approves, by vote or consent, any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to so approve, and no contrary provision in any mortgage, deed of trust or other contract between the Owner and a third party will affect the validity of such amendment.

Section 3. Violations; Waiver. Subject to Section 10 of this Article VI, upon any violation or attempt to violate this Declaration or any other Governing Document, it shall be lawful for the Association or any affected Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate this Declaration or any other Governing Document, and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by the Association or any Owner to enforce this Declaration or any other Governing Document shall in no event be deemed a waiver of the right to do so thereafter, and neither the Association nor any Owner shall have any liability for the failure to enforce this Declaration or any other Governing Document.

Section 4. Severability. Invalidation of any one of the Restrictions by judgment or other court order shall in no way affect any of the other Restrictions which shall remain in full force and effect.

Section 5. Invalidation. Violation or failure to comply with the Restrictions or any other term or condition of the Governing Documents herein shall in no way affect the validity of any mortgage, deed of trust, loan or lien, made in good faith and for value, as to the same property or any part thereof, which may be then existing on or against any Lot.

Section 6. Defaults and Violations. In the event of default or violation on the part of any Owner or Occupant of any Lot in observing any of the terms and conditions of this Declaration or any other Governing Documents, the Association shall (a) act within the guidelines specified by Chapter 209, Section 209.006 of the Code as to hearings and enforcement and without liability to such Owner or Resident in trespass or otherwise, (b) have the right, but not the obligation, to enter upon such Lot and cure such default or remedy such violation so that the Lots are in compliance with the Governing Documents and so as to place such Lot in a neat, attractive, healthful and sanitary condition, and (c) may render a statement of Fees to the Owner and/or Resident of such

Lot for the cost of such work. Each Owner and Resident agrees by the purchase or occupation of their Lot to pay such statement immediately upon receipt thereof.

Section 7. Other Jurisdictional Authority. It is a violation of these Restrictions if a Lot is maintained or utilized in such a manner as to violate Governing Documents, any applicable statute, ordinance or regulation by the City or any other governmental agency or subdivision having jurisdiction over the Property.

Section 8. Supplemental Declaration. From time to time the size of the Property may be increased in the manner provided in this Section 8 by recording in the Real Property Records of Dallas County, Texas a supplement to this Declaration (hereinafter called “Supplemental Declaration”). The Supplemental Declaration shall be signed and acknowledged by or on behalf of the Association and by the Owner of record of the additional land to be included within the Property and subjected to this Declaration. Each such supplemental Declaration shall:

- (a) describe the land to be included as a part of the Property;
- (b) state that such land is expressly subjected to all Restrictions set forth in this Declaration; and
- (c) state that the Owner of such additional land, for and on behalf of his heirs, executors, administrators, successors and assigns, agrees that he shall be personally bound by all Restrictions set forth in this Declaration.

Section 9. Captions. The captions and headings herein provided are for convenience only and are not substantive terms hereof, nor may they be used as evidence of intent in the event that any of the Restrictions are construed to be ambiguous.

Section 10. Dispute Resolution.

(a) No Owner or Resident shall file a lawsuit with respect to a Claim against the Association, the Board, the ACC or any director, officer, committee member, attorneys or agent of the Association, unless and until such Owner or Resident has first submitted such Claim to the dispute resolution procedures set forth in this Section 10. For purposes of this Section 10, the term “Claim” means any claim, grievance, or dispute arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any person that is a party or subject to any Governing Document.

(b) An Owner or Resident asserting a Claim (the “Claimant”) shall first give written notice by mail or personal delivery to the Board, stating the nature of the Claim, the legal basis of the Claim, the proposed resolution or remedy, and the Claimant’s desire to meet with the Board to discuss, in good faith, ways to resolve the Claim.

(c) Following the Board’s receipt of the written notice, the Claimant and the Board (or a representative designated by the Board) shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim.

(d) If the parties have not resolved the Claim through negotiation within thirty (30) days after the Board's receipt of the written notice, the Claimant shall have thirty (30) additional days to submit the Claim to mediation in Dallas County with an independent agency providing dispute resolution services. Each party shall bear its own costs of the mediation, including attorneys' fees, and the Claimant and the Association shall each pay one half of the mediator's fees. If the Claimant does not submit the Claim to mediation within such time or does not appear for and, in good faith, participate in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Association and all directors, officers, committee members and agents of the Association shall be released and relieved of any and all liability to the Claimant on account of such Claim. If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation or within such time as determined reasonable by the mediator, then the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant may thereafter be entitled to file suit with respect to the Claim.

(e) Any settlement of the Claim through negotiations or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then the other party may file suit to enforce such agreement without the need to comply again with the procedures set forth in this Section 10.

Section 11. Governing Law; Venue. This Declaration and all matters arising out of or relating to this Declaration, including tort and statutory claims, are governed by, and construed in accordance with, the laws of Texas, without giving effect to any conflict of the law's provisions thereof that would result in the application of the laws of a different jurisdiction. Each party that is subject to the terms and provisions of this Declaration irrevocably and unconditionally agrees that it will not commence any legal suit, action, or proceeding arising out of or relating to this Declaration in any forum other than in the federal or state courts in each case located in Dallas County, Texas.

Section 12. Conflicts. If there are conflicts between any of the Governing Documents and Texas law, Texas law shall control. If there are conflicts between or among any of the Governing Documents, the Articles of Incorporation, the Declaration, Bylaw and the Supplements (in that order) shall control. If there is a conflict between the Governing Documents and any additional covenants recorded on any property within the Addition (or Rules adopted pursuant to any such additional covenants), the Governing Documents shall control.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the ____ day of _____, 2025.

FIREWHEEL FARMS NO. 2 HOMEOWNERS
ASSOCIATION, INC.,
a Texas not-fo-profit corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this ____ day of _____, 2025,
by [NAME], [TITLE] of FIREWHEEL FARMS NO. 2 HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation, on behalf of said corporation.

Notary Public for the State of Texas

After Recording, Return to:

Steven P. Watten
Clark Hill, PLC
2600 Dallas Parkway
Suite 600
Frisco, Texas 75034