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# D201061877

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
AVONDALE RANCH**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made effective as of the 20th day of March, 2001, by **AVONDALE RANCH, LTD.**, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain tract of real property in Tarrant County, Texas, which is more particularly described as follows (the "Property"):

Lots 1 through 15, Block 1; Lots 1 through 16, Block 2; and Lots 1 through 14, Block 3 of AVONDALE RANCH, an Addition to Tarrant County, Texas, according to the Plat recorded in Cabinet A, Slide 6482, Plat Records, Tarrant County, Texas; and

WHEREAS, Declarant desires to ensure that the Property is so developed as a first-class, exclusive, single-family community so that such Property will not devalue or harm Declarant's use or adversely affect Declarant's, or its successors' and assigns', use of its remaining real property adjacent to the Property; and

WHEREAS, Declarant desires to ensure that the Property is developed as a first-class, single-family community pursuant to the terms and conditions of this Declaration.

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

**ARTICLE I  
GENERAL**

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

- (a) "Property" shall mean and refer to the real property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

- (b) "Lot" shall mean and refer to any plot of land indicated upon any recorded subdivision map of the Property, or any part thereof, creating single-family homesites.
- (c) "Unit" shall mean and refer to any residential dwelling situated upon any Lot.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or any part or parcel of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
- (e) "Declarant" shall mean and refer to Avondale Ranch, Ltd., its successors and assigns who are designated as such in writing by the Declarant, and who consent in writing to assume the duties and obligations, if any, of the Declarant with respect to the Lots acquired by such successor or assign.
- (f) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and any amendments and supplements thereto made by Declarant.
- (g) "Association" means Avondale Ranch Homeowners Association, Inc., a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, its successors and assigns.
- (h) "Member" means any member of the Association.

## ARTICLE II USE AND OCCUPANCY

Section 1. Single Family Purpose. The Property shall not be used for any purposes other than for single-family residences (including normal accessory buildings). All Lots and dwellings shall be used and occupied for single-family residence purposes. No Lot or dwelling may be used for commercial, institutional, or other non-residential purposes. There shall not exist on any single-family Lot at any time more than one residence. No building erected on any Lot shall exceed three (3) stories in height. Except during the construction Period, no mobile or manufactured home, tent, or shack visible from the adjacent property or from public thoroughfares shall be erected on any of the Lots. No trade or business of any kind shall be conducted upon a single-family Lot or any part thereof. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or industrialized housing onto a single-family Lot and remodeling or converting same into a dwelling house.

Section 2. Effect of Declaration. Reference in any deed, mortgage, trust deed, or any other recorded documents to the restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such covenants to the respective grantees, mortgagees, or

trustees of said parcels as fully and completely as if those restrictions and covenants were fully related and set forth in their entirety in said documents.

### **ARTICLE III COMMON PROPERTY**

Section 1.     Conveyance of Common Property.

- (a)     The Declarant may from time to time convey to the Association or grant easements to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (such real and personal property is hereinafter collectively referred to as "Common Property") and, to the extent set forth in this Declaration, the general public. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property.
  
- (b)     It is contemplated by the Declarant that the Declarant will convey to the Association Common Property for access, ingress and egress of both vehicular traffic and pedestrians, as well as for landscaping and security purposes. The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce and otherwise change the Common Property (or the use to be made thereof) contemplated to be conveyed to the Association in accordance with this subsection (b) of this Section 1 at any time prior to conveyance of such Common Property to the Association.
  
- (c)     In addition to the property described in subsection (b) of this Section 1, the Declarant may convey to the Association in accordance with this Section 1 such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Development.
  
- (d)     Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in any portion of the Property owned by the Declarant and designated as Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

Section 2.     Right of Enjoyment. Every Owner of a Residence shall have a right and easement to use the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners of Residences to use part of all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section 2 is subject to suspension by the Association as provided in Section 3, below.

Section 3. Rights of The Association. The rights and privileges conferred in Section 2 hereof shall be subject to the right, and where applicable, the obligation, of the Association acting through the Board to:

- (a) promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;
- (b) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvements, equipping and maintenance of Common Property, and in aid thereof to encumber by deed of trust, mortgage or other security interest any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources; and provided, however, that, during the period when the Declarant has the right to appoint members of the Board, the Association shall not grant or convey to anyone any mortgage, deed of trust or other security interest on or in Common Property constituting real estate without approval by Declarant and a two-thirds (2/3rds) vote of the Members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the Bylaws of the Association;
- (c) grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company or cable television system;
- (d) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions, as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a two-thirds (2/3rds) vote of the Members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the Bylaws of the Association, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority.
- (e) suspend the voting rights of any Member and the right of enjoyment granted or permitted;
- (f) sell, lease or otherwise convey all or any part of its properties and interests therein;
- (g) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;
- (h) maintain any and all landscaping treatments previously installed by the Declarant, to the extent that such landscaping is not otherwise maintained by the appropriate

county and/or municipal entity having jurisdiction over the roads for Tarrant County, Texas;

Section 4. Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved property, leasehold, easement or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all of its Members.

Section 5. Types of Common Property. At the time of the conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used and in such event, such real property or portion thereof shall not, without a two-thirds (2/3rds) vote of the Members, be used for any different purpose or purposes and with the prior written consent of the Declarant.

Section 6. Delegation of Use. Any Owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the Bylaws, his right to use and enjoy the Common Property.

Section 7. Maintenance and Other Common Expenses. The Association shall maintain and keep in good repair the Common Property including, without limitations, all landscaping and improvements situated on the Common Property. In addition to the maintenance of the Common Property, the Association shall have the obligation to maintain, repair, and replace all private drives (as identified by recorded plat or otherwise) and not reserved for the exclusive use of each individual Owner, including, without limitation, all grass, trees, shrubbery or other plantings, sidewalks, fences, walls, street lights, benches, trash receptacles, sprinkler systems, informational and directional street signage installed by Declarant, security gates, and any other landscaping or improvements located along or within such private drives, and any other property Declarant designates as a maintenance obligation of the Association by an amendment to this Declaration. In addition, the Association shall maintain, repair and replace, to the extent permitted by the applicable governmental authority, all grass, trees, shrubbery or other plantings, sidewalks, fences, walls, street lights, benches, trash receptacles, sprinkler systems, information and directional signage, security gates, traffic signals and any other landscaping or improvements located along or in dedicated rights of way and which were installed by Declarant. The foregoing maintenance shall be performed in a manner approved by the Association. Further, the Association shall bear the responsibility for all utility charges incurred because of street lights, security gates, and sprinkler systems which are installed on or about the Common Property, and shall pay all insurance premiums attributable to or connected with any portion of the Common Property. The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Development, and to enter into easements and covenants to

share cost agreements regarding such property where the Board has determined that this would benefit Owners.

**ARTICLE IV**  
**AVONDALE RANCH HOMEOWNERS ASSOCIATION**

Section 1. Purposes, Powers and Duties of The Association. The Association shall be formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the residents of the Development. The Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the Members. To the extent, and only to the extent, necessary to carry out such purpose, the Association (a) shall have all of the powers of a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, and (b) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

Section 2. Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration. For purposes of voting, there shall be two (2) classes of Members as set forth in Section 3.

Section 3. Voting Rights.

- (a) Each Owner of a Residence, with the exception of Declarant, shall be a Class A Member and shall be entitled to one (1) Class A vote per lot. Where such Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association.
- (b) The Declarant shall be the sole Class B Member and shall be entitled to One (1) votes for each Lot or Residence owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B Membership shall cease and be converted to Class A Membership at such time as Declarant no longer retains the right to appoint and remove members of the Board and officers of the Association pursuant to Section 7, below.
- (c) The Development will be composed of Lots to be developed in phases containing unequal numbers of Lots. Each such phase will be platted of record in the Office of the Clerk of Tarrant County, Texas, in accordance with Article X of this Declaration. The Declarant shall notify the Association in writing when the final phase of the Development has been so platted of record. By acceptance of a deed conveying a Lot, each Owner acknowledges that, upon the filing by Declarant of the subdivision

plats covering such phases, the total votes outstanding in the Association will automatically increase based upon the number of Lots in the phases added and in accordance with the formula set forth in subsection (b) of this Section 3 and in no event shall Class B Membership cease and be converted to Class A Membership [as provided in subsection (b) of this Section 3] until after the Association receives the written notice provided for in the preceding sentence; provided, however, nothing contained herein shall obligate the Declarant to develop any proposed phase of the Development unless such phase is subjected to this Declaration.

Section 4. Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of Directors shall be as set forth in the Bylaws of the Association.

Section 5. Termination of Membership. Membership shall cease only when a person ceases to be an Owner.

Section 6. Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Texas Non-Profit Corporation Act, the Articles of Incorporation of the Association, and the Bylaws of the Association, as each shall from time to time be in force and effect.

Section 7. Control by Declarant.

- (a) Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, Declarant hereby retains the right to appoint and remove any member of the Board of the Association and any officer or officers of the Association until 15 days after the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of this Declaration, (ii) the date upon which all of the Lots intended by Declarant to be a part of the Development have been conveyed by Declarant to Owners other than a person or persons constituting Declarant; or (iii) the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant.
- (b) Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots, and a special meeting of the Association shall be called at such time. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board, and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period which Declarant has in its possession. Each Owner,

by acceptance of a deed to or other conveyance of a Lot vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 8. Contribution by Declarant. For so long as Declarant has the authority to appoint and remove Directors and Officers of the Association, Declarant shall not be liable for this payment of any assessments; provided, however, during said period Declarant shall advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for the reserve allowance), and the sum of Annual, Special and Specific Assessments collected by the Association in any Assessment Year, and such advances shall be evidenced by promissory notes from the Association to Declarant.

## **ARTICLE V ASSESSMENTS**

Section 1. Covenant for Assessments and Creation of Lien and Personal Obligation. Each Owner of a Residence, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Residence, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows:

- (a) to timely pay to the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all Residences owned by him;
- (b) to timely pay to the Association any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Residences owned by him;
- (c) that there is hereby created a continuing charge and lien upon all Residences owned by him against which all such assessments are made to secure payment of such assessments and any interest thereon and costs of collection including reasonable attorneys' fees;
- (d) that such continuing charge and lien on such Residence binds such Residence in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed of trust or other instrument, except (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a



Residence or Residences (together with any and all Structures which may from time to time be placed or located thereon), and (2) to finance the construction repair or alteration of Structures. A person or entity acquiring a lien or encumbrance on a Residence after this Declaration is recorded shall acknowledge, by the act of filing an instrument creating such lien, that such lien or encumbrance is inferior to the continuing lien for the charge and lien provided for herein, whether or not such acknowledgment is specifically stated in the instrument creating the lien or encumbrance, except as provided by Subsections (i) and (ii) above;

- (c) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Residence from liability for any assessment thereafter assessed;
- (f) that all annual, special and specific assessments (together with interest thereon and costs of collection including reasonable attorneys' fees) levied against any Residence owned by him during the period that he is an Owner shall be [in addition to being a continuing charge and lien against such Residence] a personal obligation which will survive any sale or transfer of the Residence owned by him, provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor, and
- (g) failure to pay any assessment when due shall constitute a default of the Owner's obligations hereunder, and shall entitle the Association to exercise the remedies provided under the terms of this Declaration.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the Residents of the Development, including, but not limited to, security, the acquisition, construction, improvement, maintenance, insuring, and equipping of Common Property, maintenance of private driveways or other improvements or landscaping which are designated by Declarant to be maintenance obligations of the Association, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association including, without limitation, any ad valorem real and personal property taxes on any real and personal property owned by the Association, and the payment of all principal and interest when due on all debts owed by the Association.

Section 3. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining, nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 4. Annual Assessment.

- (a) Beginning on the Commencement Date and continuing thereafter until January 1 of the year immediately following the Commencement Date, each Lot shall be subject to an Annual Assessment of Two Hundred Fifty and No/100 Dollars (\$250.00) per Residence, provided, however, in the event that the Commencement Date falls on a day other than January 1, the Annual Assessment for such year shall be prorated so that each Owner pays an Annual Assessment proportional to the number of days remaining in the calendar year. The words "Assessment Year" as used herein shall mean the calendar year, with the first Assessment Year commencing on January 1 of the year immediately following the Commencement Date. For so long as Declarant has the right to appoint and remove Directors and Officers of the Association, the Annual Assessment shall not be reduced below \$250.00 without the express written consent of Declarant.
- (b) Commencing with the first Assessment Year and continuing thereafter, the annual assessment may be increased at any time and from time to time during each Assessment Year by Declarant, provided, however, such increase shall not be more than twenty percent (20%) above the Annual Assessment for the previous Assessment Year without a vote of the Membership.
- (c) Commencing with the first Assessment Year and continuing thereafter, the Annual Assessment for each Assessment Year may at any time and from time to time be increased more than twenty percent (20%) above the maximum annual Assessment for the previous Assessment Year if such increase is approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws of the Association and this Declaration.

## **ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE**

Section 1. No building shall be erected, placed or altered on any building plot in this subdivision until two (2) complete sets of building plans (which shall clearly indicate all exterior materials) and a plot plan of the location of such building shall have been delivered to the Architectural Control Committee designated as hereinafter provided, and until such building plan and plot shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. One plot plan and building plan shall be returned to the owner of the Lot after approval of the Architectural Control Committee has been appropriately endorsed thereon and the other building plan to be kept on file for future reference. The Declarant shall have the authority to appoint the Architectural Control Committee and to remove without cause any person serving on the Architectural Control Committee. The Architectural Control Committee shall consist of not less than two (2) nor more than three (3) members and the Declarant shall also have the authority to fill any vacancies in the Architectural

Control Committee. Avondale Ranch, Ltd. has the right to approve or reject any builder for any reason. The Architectural Control Committee has the right to reject any plan for any reason.

Section 2. The Architectural Control Committee is authorized to delegate to one or more representatives authority to perform the duties of the Architectural Control Committee as set forth herein. In the event the Architectural Control Committee should at any time fail or refuse to appoint a successor Committee, the owners of a majority of the Lots included within the subdivision, as determined on a per lot basis, shall have the right to elect or appoint, from time to time, a successor Architectural Control Committee. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within ten (10) working days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the Architectural Control Committee shall be deemed to have approved such plans, specifications, and plot plan. The Architectural Control Committee shall in no event be liable for damages for any action, failure, or refusal to act pursuant to the provisions hereof.

Section 3. The Architectural Control Committee shall receive no fees or compensation for its services. The initial Architectural Control Committee shall consist of two (2) or more persons to be appointed by the Declarant. On subsequent phases, Developer shall appoint the Architectural Control Committee for the phase until it is 100% built out.

Section 4. Avondale Ranch, Ltd. has the right to approve or reject any builder for any reason. The Architectural Control Committee has the right to reject any plan for any reason.

## **ARTICLE VII USE RESTRICTIONS**

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

Section 2. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets, in which case the dwelling constructed on such Lot shall front on either of the two streets, or partially on both.

Section 3. No dwelling or accessory structure shall be erected or maintained nearer than fifty feet (50') from the front yard line and fifteen feet (15') from the side lines of any Lot.

Section 4. The floor area (that area enclosed for heating and/or air conditioning) of any living Unit shall be not less than 2,200 square feet. *( See Amendment )*

Section 5. All dwellings shall be constructed of stone, stucco, masonry, brick, or of a glass building material of the kind usually used for outside wall construction, to the extent of 90% masonry on the house front, sides, and back, unless otherwise approved by the Architectural Control Committee. Any accessory structures (including barns) must be masonry, metal, or wood, and approved by the Architectural Control Committee.

Section 6. No fence, wall, or hedge shall be placed on any portion of the sites with a greater height than eight feet (8'). Homeowner fences should be wrought iron, vinyl, pipe and cable, or wood stockade.

Section 7. No dwelling, accessory structure, or fence shall be erected or maintained on any Lot until the building plans and specifications for same and a plot plan showing the proposed location of same have been approved by the Architectural Control Committee. This section shall be applicable to initial construction and to alterations, changes, and additions at any time subsequently made.

Section 8. No sign shall be erected or maintained on any Lot except for a "for sale" sign, which said sign shall not exceed six (6) square feet unless otherwise approved by the Architectural Control Committee.

Section 9. Each residence may be occupied by only one family, consisting of persons related by blood, adoption, or marriage, or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.

Section 10. No animals, livestock, or poultry of any kind shall be raised or bred on any Lot, except that horses, dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. One horse or cow shall be allowed per Lot, unless the Lot is larger than 1.5 acres in area, in which case two horses or cows shall be allowed.

Section 11. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the adjoining property.

Section 12. Roofs shall be composition shingles (25-year guarantee minimum), wood shingles, slate, imitation slate, or roof tiles; and have at least an 8/12 pitch unless otherwise approved by the Architectural Control Committee.

Section 13. Mailboxes shall be constructed of brick or stone to match the residence.

Section 14. No pole mast, antenna, radio, television, satellite dish or other aerial shall be erected or maintained on any Lot; provided, however, mini-satellite dishes not exceeding forty-eight inches (48") in diameter are permitted.

Section 15. The garage door of any house or residence within the Property must open to the rear or side of the house, unless a detached garage is constructed or the garage door is located one hundred feet (100') behind the front property yard line.

Section 16. Sporting, recreation, exercise and/or play equipment, dog runs, or other outdoor items shall be placed in the back yards of the Lots.

Section 17. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the Owner in a neat and orderly fashion.

Section 18. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

Section 19. No drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained, or permitted upon any Lot.

Section 20. No outbuilding, shop trailer, or residence of a temporary character shall be permitted. No building material of any kind shall be stored upon the Lot until the Owner is ready to commence improvement. *(See Amendment)*

Section 21. No boat, trailer, camper, boat trailer, or similar wheeled vehicle larger than a pickup truck shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Unit situated thereon. No house trailer, camper, boat trailer, or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the property line of the Lot. No more than two of the above mentioned items are allowed per Lot unless otherwise approved by the Architectural Control Committee.

Section 22. No vehicle larger than a pickup truck, and no vehicle of any size which transports inflammatory or explosive or hazardous cargo, may be kept in the Property at any time.

Section 23. No propane tanks are allowed, unless underground.

Section 24. All driveways must be constructed of concrete or asphalt with a three-inch (3") minimum thickness. Each driveway must have a storm pipe under it at the borrow ditch and the storm pipe must be capped with mortared brick or stone, or concrete. Each residence must have a brick or stone housing cover for the well with a precast top at the front of each residence.

Section 25. The front yard of each Lot on which a residential Unit is constructed shall contain an underground water sprinkler system for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition. The sprinkler system shall provide watering coverage to the front yard all the way to the street pavement.

Section 26. Each Lot on which a dwelling Unit is constructed shall have landscaping in its front yard all the way to the street pavement, including, but not limited to, shrubs, flowers, trees, ground cover, and lot front and sides must be sodded or hydromulched unless otherwise approved by the Architectural Control Committee. Such landscaping shall be comparable to other residents' landscaping. Landscaping of a Lot shall be completed within sixty (60) days after the date of move in or completion, whichever is first. The Owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.

Section 27. Each Owner shall mow and maintain the landscaping and vegetation on his/her Lot (including the area between the street pavement and the Lot's property lines) in such a manner as to control weeds, grass and/or other unsightly growth at all times.

*Section 28. - See Amendment.*

**ARTICLE VIII  
ANNEXATION**

Section 1. For a period of five (5) years from the date of recordation, Declarant reserves the right, authority and power, from time to time, to annex tracts (in such sizes and dimensions as within the sole discretion of Declarant) providing said tract is owned by Declarant and is contiguous to the land that has been annexed previously, provided (i) Declarant holds title at the time of the annexation and (ii) such tract is contiguous to the then existing property comprising the next phase of the subdivision; such annexation to be for the purpose of establishing, annexing, and merging additional phases of said Addition. The respective annexations and/or phases may be created simultaneously or staggered, and shall conform to the basic respects of the general restrictions, limitations, and benefits contained in these restrictions.

Section 2. When a merger and annexation is to be made, Declarant must file a "Declaration of Merger and Annexation for Avondale Ranch" of record in the Deed Records of Tarrant County, Texas; and therein, Declarant must adopt the restrictions herein or declare that these restrictions do not apply and simultaneously declare the restrictions that will apply to the new phase. Filing of this instrument, providing Section 1. above is true, will subject the new phase of said Addition to the Homeowner's Association established herein.

Section 3. The Declaration of Merger and Annexation must contain a legal description of the land to be annexed which states the number of lots being annexed; and contains a re-allocation of the lot voting percentage (as expanded by annexation) among all lot owners.

Section 4. Declarant is under no obligation to develop other phases of this Addition nor must it merge any annex and other phases of this Addition into these restrictions or Homeowner's Association; the same being totally arbitrary on the part of the Declarant.

**ARTICLE IX**  
**GENERAL**

Section 1. Remedies. In the event of any default by any Owner under the provisions of this Declaration, Declarant shall have each and all of the rights and remedies which may be provided for in this Declaration, and those which may be available at law or in equity; and may prosecute any action or other proceedings against such defaulting owner, for damages or injunction, or specific performance, or for judgment for the payment of money and collection thereof, or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy.

Section 2. Binding Effect and Duration. These restrictions, covenants, and conditions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to the Declaration, their respective legal representative, heirs, successors and assigns for a period of twenty-five (25) years from the date this Declaration is recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of fifty-one percent (51%) of the Lots has been recorded, agreeing to change said restrictions, covenants, and conditions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

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

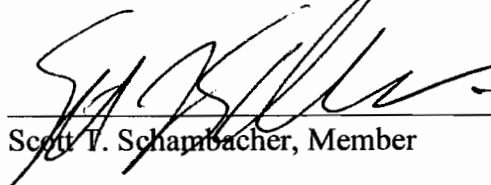
Section 4. Rights and Obligations. The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives,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

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

- (a) Right to Assign. The Declarant may, by appropriate instruments, assign or convey to any person, organization, or corporation any or all rights, reservations and privileges herein reserved unto the Declarant. Upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer, or assign such rights, reservations and privileges, or any one or more of them, at any time or times in the same way and manner as Declarant may exercise, transfer, or assign such rights, reservations and privileges.
- (b) Notices. All notices given or required to be given to an Owner shall be sent via the United States mail, postage prepaid, certified or registered, return receipt requested.
- (c) Gender. All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

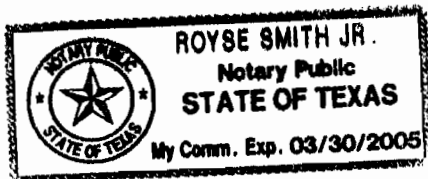
Section 6. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

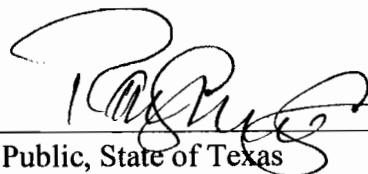
AVONDALE RANCH, LTD.  
 BY: BUCK DEVELOPMENT  
 SERVICES, L.L.C., General Partner

BY:   
 Scott T. Schambacher, Member

THE STATE OF TEXAS    §  
                                   §  
 COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 20 day of March, 2001, by Scott T. Schambacher, Member of BUCK DEVELOPMENT SERVICES, L.L.C., a Texas limited liability company, on behalf of said company, General Partner of AVONDALE RANCH, LTD.



  
 Notary Public, State of Texas  
 Printed Name of Notary

My Commission Expires:  
 \_\_\_\_\_



B201061877  
AMERICAN TITLE CO  
336 GRAPEVINE HWY  
HURST TX 76054

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D -- D O N O T D E S T R O Y

I N D E X E D -- T A B R A N T C O U N T Y T E X A S  
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K  
O F F I C I A L R E C E I P T

T O : A M E R I C A N T I T L E C O M P A N Y

| RECEIPT NO | REGISTER | RECD-BY | PRINTED DATE | TIME  |
|------------|----------|---------|--------------|-------|
| 201167609  | DR92     | D W     | 03/22/2001   | 16:03 |

|   | INSTRUMENT | FEECD | INDEXED  | TIME  |    |
|---|------------|-------|----------|-------|----|
| 1 | D201061877 | WD    | 20010322 | 16:03 | CG |

T O T A L : D O C U M E N T S : 01 F E E S : 39.00

B Y: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

# AMENDMENT TO RESTRICTIONS

THE STATE OF TEXAS       §  
  §  
COUNTY OF TARRANT       §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **AVONDALE RANCH, LTD.**, as Declarant, placed certain Declaration of Covenants, Conditions and Restrictions for Avondale Ranch of record dated March 20, 2001, and filed in Volume 14788, Page 0277, Deed Records, Tarrant County, Texas; and

WHEREAS, Declarant desires to amend said Declaration of Covenants, Conditions and Restrictions as they affect ARTICLE VII, USE RESTRICTIONS, as follows:

The following are sections are amended:

Section 4. The floor area (that area enclosed for heating and/or air conditioning) of any living Unit shall be not less than 2,000 square feet.

Section 20. No temporary outbuilding or shop trailer shall be permitted. No building material of any kind shall be stored upon the Lot until the Owner is ready to commence improvement.

The following section is added:

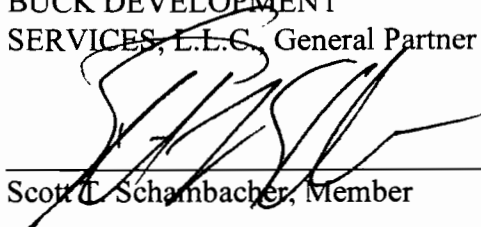
Section 28. All swimming pools are to be in-ground and surrounded by a four foot (4') fence acceptable by the Architectural Control Committee. All pool plans and location must be submitted and approved by the Architectural Control Committee.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, Declarant does hereby amend the Declaration of Covenants, Conditions and Restrictions as stated above. All other provisions of said Declaration of Covenants, Conditions and Restrictions for Avondale Ranch not amended herein remain in full force and effect.

EXECUTED this 8thth day of May, 2001.

AVONDALE RANCH, LTD.

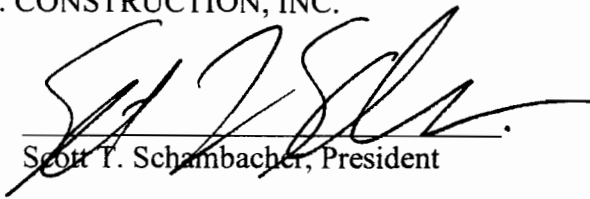
BY: BUCK DEVELOPMENT  
SERVICES, L.L.C. General Partner

BY:   
Scott T. Schambacher, Member

ADDITIONAL OWNER OF LOTS:

S.T.S. CONSTRUCTION, INC.

BY:

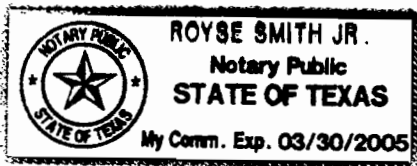
  
Scott T. Schambacher, President

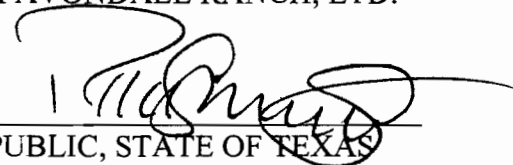
THE STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on the 8 day of May, 2001, by Scott T. Schambacher, Member of BUCK DEVELOPMENT SERVICES, L.L.C., a Texas limited liability company, on behalf of said company, General Partner of AVONDALE RANCH, LTD.



  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

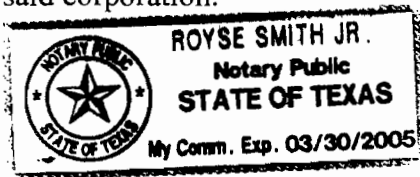
\_\_\_\_\_

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on the 8 day of May, 2001, by Scott T. Schambacher, President of S.T.S. CONSTRUCTION, INC., a Texas corporation, on behalf of said corporation.



  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

\_\_\_\_\_



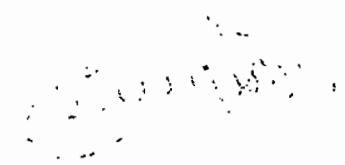
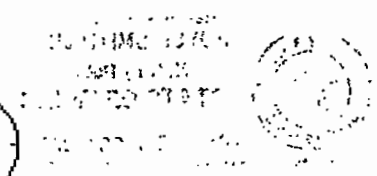
**AFTER RECORDING RETURN TO:**

**AMERICAN TITLE COMPANY**

**336 Grapevine Hwy.**

**Hurst, Tx. 76054**

**ATTN: Royse Smith**



Unofficial Copy of Document

D201105004  
AMERICAN TITLE CO  
336 GRAPEVINE HWY  
HURST TX 76054

-W A R N I N G--THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S  
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K  
O F F I C I A L R E C E I P T

T O : A M E R I C A N T I T L E C O M P A N Y

| RECEIPT NO | REGISTER | RECD-BY | PRINTED DATE | TIME  |
|------------|----------|---------|--------------|-------|
| 201223768  | DR96     | N C     | 05/10/2001   | 14:51 |

|   | INSTRUMENT | FEECD | INDEXED  | TIME  |    |
|---|------------|-------|----------|-------|----|
| 1 | D201105004 | WD    | 20010510 | 14:51 | CG |

T O T A L : D O C U M E N T S : 01 F E E S : 11.00

B Y: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

# DECLARATION OF MERGER AND ANNEXATION FOR AVONDALE RANCH

THE STATE OF TEXAS    §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TARRANT   §

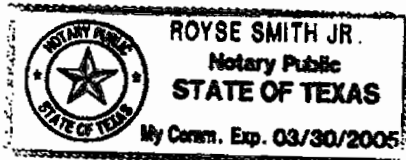
WHEREAS, AVONDALE RANCH, LTD. is the owner of the following described real property situated in Tarrant County, Texas, to-wit:

Lots 16 through 22, Block 1; Lots 15 and 16, Block 3; Lots 1 through 7, and 11 through 14, Block 4; Lots 1 through 8, Block 5; and Lots 1 through 8, Block 6 of AVONDALE RANCH, an Addition to Tarrant County, Texas, according to the Plat recorded in Cabinet A, Slide 7026, Plat Records, Tarrant County, Texas;

WHEREAS, AVONDALE RANCH, LTD. is desirous of annexing certain Covenants, Conditions, and Restrictions for Avondale Ranch previously recorded in Volume 14788, Page 277; and the Amendment to Restrictions previously recorded in Volume 14881, Page 274 of the Deed Records of Tarrant County, Texas; and

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, AVONDALE RANCH, LTD. does hereby annex those certain Covenants, Conditions, and Restrictions for Avondale Ranch previously recorded in Volume 14788, Page 277; and the Amendment to Restrictions previously recorded in Volume 14881, Page 274 of the Deed Records of Tarrant County, Texas; to also cover and encumber the above described property.

EXECUTED this 26 day of February, 2002.



AVONDALE RANCH, LTD.  
BY: BUCK DEVELOPMENT SERVICES, L.L.C., General Partner

BY: [Signature]  
Scott T. Schambacher, Member

FILED  
TARRANT COUNTY  
02 FEB 27 P 3:55

ACCEPTED:

S.T.S. CONSTRUCTION, INC.

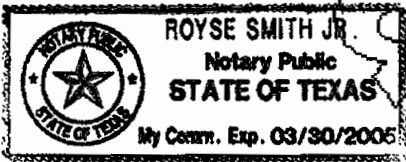
BY:

*Scott T. Schambacher*  
\_\_\_\_\_  
Scott T. Schambacher, President

THE STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 26 day of February, 2002, by Scott T. Schambacher, Member of BUCK DEVELOPMENT SERVICES, L.L.C., General Partner of AVONDALE RANCH, LTD.



*Royse Smith Jr.*  
\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name of Notary

My Commission Expires:  
\_\_\_\_\_

AFTER RECORDING RETURN TO:

AMERICAN TITLE CO.  
336 GRAPEVINE HWY.  
HURST, TX 76054

D202056406  
AMERICAN TITLE CO  
336 GRAPEVINE HWY  
HURST TX 76054

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D -- D O N O T D E S T R O Y

I N D E X E D - T A R R A N T C O U N T Y T E X A S  
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K  
O F F I C I A L R E C E I P T

T O : A M E R I C A N T I T L E C O M P A N Y

| RECEIPT NO | REGISTER | RECD BY | PRINTED DATE | TIME  |
|------------|----------|---------|--------------|-------|
| 202173673  | DR91     | CAP     | 02/28/2002   | 09:14 |

|   | INSTRUMENT | FEECD | INDEXED  | TIME  |    |
|---|------------|-------|----------|-------|----|
| 1 | D202056406 | WD    | 20020228 | 09:14 | CG |

T O T A L : D O C U M E N T S : 01 F E E S : 11.00

B Y : \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



**AMENDMENT  
TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
AVONDALE RANCH**

STATE OF TEXAS            }

COUNTY OF TEXAS         }

WHEREAS, Declarant has heretofore recorded that certain Declaration of Covenants, Conditions, and Restrictions for AVONDALE RANCH SUBDIVISION, Instrument Number D201061877, of the Official Deed and Plat Records of Tarrant County, Texas (the "Declaration") concerning the real property described therein and known as the AVONDALE RANCH SUBDIVISION (the "Subdivision"); and

WHEREAS, the Board of the Association desires to amend said Declaration of Covenants, Conditions, and Restrictions for Avondale Ranch as they affect **ARTICLE V, ASSESSMENTS**, as follows:

The following section is amended:

Section 4.(a): Beginning on the Commencement Date and continuing thereafter until July 1 of the year immediately following the Commencement Date, each lot shall be subject to an Annual Assessment of Two Hundred Fifty and No/100 Dollars (\$250.00) per Residence, provided, however, in the event that the Commencement Date falls on a day other than July 1, the Annual Assessment for such year shall be prorated so that each Owner pays an Annual Assessment proportional to the number of days remaining prior to July 1. The words "Assessment Year" as used herein shall mean the calendar days between July 1 and June 30, with the first Assessment Year Commencing on July 1 of the year immediately following the Commencement Date.

NOW, THEREFORE, the Avondale Ranch Board of Directors does hereby amend the Declaration of Covenants, Conditions, and Restrictions as stated above. All other provisions of said Declaration of Covenants, Conditions, and Restrictions for Avondale Ranch not amended herein remain in full force and effect.

[Signatures on following page]

EXECUTED this 13 day of June, 2005.

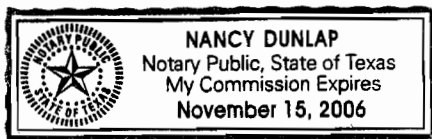
BOARD OF DIRECTORS:  
Avondale Ranch Homeowners Association

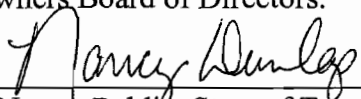
BY;   
Brad Peterson, President

STATE OF TEXAS }

COUNTY OF TARRANT }

This instrument was acknowledged before me on the 13 day of June, 2005, by the President of the Avondale Ranch Homeowners Board of Directors.



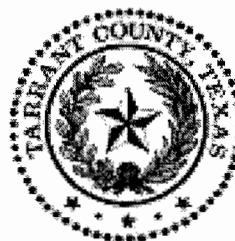
  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:  
Avondale Ranch Homeowners Association

99 Main Street, Suite 200  
Colleyville, Texas 76034

AVONDALE RANCH HOA  
C/O CORLAND MGMT GROUP INC  
99 MAIN ST # 200  
COLLEYVILLE TX 76034


Submitter: NANCY J OR PAUL F DUNLAP



SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 06/22/2005 09:14 AM  
Instrument #: D205176333  
OPR 3 PGS \$16.00

D205176333

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

3

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR AVONDALE RANCH**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

§

THIS AMENDMENT is made effective the 12<sup>th</sup> day of March, 2009, by HOA of Avondale Ranch, Inc., (hereinafter referred to as "Declarant").

**WITNESSETH:**

WHEREAS, on March 20, 2001, Avondale Ranch, Ltd., filed that certain Declaration of Covenants, Conditions, and Restrictions for Avondale Ranch ("Covenants") recorded in Clerk's File No. D201061877 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, pursuant to a vote of the members of the association, the Board of Directors desires to submit revisions to the Covenants;

NOW, THEREFORE, pursuant to the powers granted to the members of the association, the Board of Directors submits the following revisions to the Covenants. The provisions of this Amendment shall be binding upon HOA of Avondale Ranch Inc. in accordance with the terms of the Declaration.

The definitions set forth in Article I of the Covenants are incorporated herein by reference.

**ARTICLE I  
GENERAL**

Paragraph (h), of the Covenants is stricken in its entirety and replaced with the following:

"Member" shall mean and refer to every person or entity that holds membership in the Association and is in good standing as defined as a person or entity that holds membership in the Association with assessments paid prior to delinquency and possessing property within the Association that is deemed in accordance with this declaration. A member must be in good standing to be able to execute the rights afforded to members including but not limited to serving on the Board of Directors for the Association, serving in an appointed capacity on an Association sanctioned committee and participating in any election, survey or activity sponsored as authorized by the Association.

**ARTICLE VI  
USE RESTRICTIONS**

Article VII, Section 6, of the Covenants is stricken in its entirety and replaced with the following:

Section 6. No fence, wall, or hedge shall be placed on any portion of the sites with a greater height than eight feet (8'). Homeowner fences shall be wrought iron, vinyl, pipe and cable, wood, or stockade.

Article VII, Section 10, of the Covenants is stricken in its entirety and replaced with the following:

Section 10. No animals, livestock, or poultry of any kind shall be raised or bred on any Lot, except that horses, dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. One horse or cow shall be allowed per Lot, unless the Lot is larger than 1.5 acres in area, in which case two horses or cows shall be allowed. All unattended animals must be kept on a leash or in a secured area of sufficient height and repair to keep animals safe from getting loose.

Article VII, Section 14, of the Covenants is stricken in its entirety and replaced with the following:

Section 14. No pole mast for antenna, radio, television, satellite dish or other aerial shall be erected or maintained on any Lot; provided, however, mini-satellite dishes not exceeding forty-eight inches (48") in diameter are permitted.

Article VII, Section 18, of the Covenants is stricken in its entirety and replaced with the following:

Section 18. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc. All trash receptacles not stored in enclosed areas must be stored on the side of the property behind the front plane of the house.

Article VII, Section 21, of the Covenants is stricken in its entirety and replaced with the following:

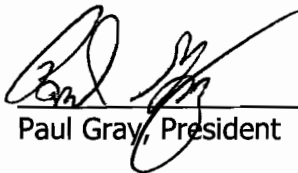
Section 21. No boat, trailer, camper, boat trailer, or similar wheeled vehicle larger than a pickup truck shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Unit situated thereon. No house trailer, camper, boat trailer, or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the property line of the Lot. No more than two of the above mentioned items are allowed per Lot unless otherwise approved by the Architectural Control Committee. At no time shall any vehicle be parked or stored on the front or side lawn of the Lot on the property side of the bar ditch.

The following Section 29. is to be inserted after Section 28:

Section 29. Green Energy Producing Improvements such as Wind Turbines are allowed. Wind turbines shall be of Vertical Axis Wind Turbine (VAWT) design mounted only, on a pole not taller than 40 feet. Wind Turbines must be placed on the Lot no closer to the street than the rear plane of the house.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to the Covenants the day and year first above written.

**HOA OF AVONDALE RANCH, INC.**

  
\_\_\_\_\_  
Paul Gray, President

STATE OF TEXAS            }  
COUNTY OF TARRANT    }

This Amendment to Declaration of Covenants, Conditions, and Restrictions for Avondale Ranch was acknowledged before me on the 17 of April 2009 by Paul Gary, President, HOA of Avondale Ranch, Inc., a Texas non-profit corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

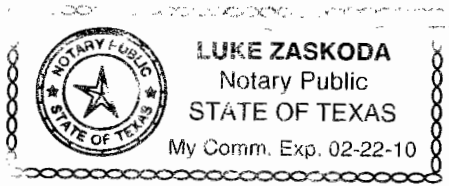
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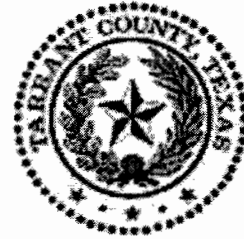
2/22/10

Notary's printed name:

Luke Zaskoda

**AFTER RECORDING, RETURN TO:**  
GloboLink Management  
P.O. Box 1532  
Keller, TX 76244-1532





GLOBOLINK MANAGEMENT  
PO BOX 1532

KELLER TX 76244

Submitter: HOA OF AVONDALE RANCH INC

---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
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Filed For Registration: 04/21/2009 10:35 AM  
Instrument #: D209105546  
OPR 4 PGS \$24.00

By: \_\_\_\_\_



**D209105546**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: DS