



**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE RESERVE AT SHADLE**

THE STATE OF TEXAS
COUNTY OF PARKER §

WHEREAS, GKA Land Sales, LLC, a Texas limited liability company, (herein called "Declarant") is the Owner of a certain tract or parcel of land in Parker County, Texas, being all of that certain tract of land containing a total of 234.31 acres of land, more or less, and being more particularly described at **Exhibit A**, (herein called the "Property");

AND, WHEREAS, the Declarant desires to sell Lots (as defined below) within the Property;

AND, WHEREAS, the Declarant proposes to subject the Property to covenants, conditions and restrictions for the benefit of and to be binding upon all the Owners (as defined below);

AND, WHEREAS, the Declarant has established a Texas nonprofit corporation to serve as the Association as described herein;

AND, WHEREAS, the purposes of this Declaration and the Association are to protect Declarant and its successors and assigns and the Owners against improper development and use of the Lots within the Property; to provide for management of the Property; to establish and enforce design and construction standards and criteria to achieve an aesthetically harmonious environment

that will promote the general welfare of the Declarant and the Owners within the context of an association.

NOW, THEREFORE, the Declarant hereby declares that (i) all of the Property shall be held, sold, conveyed and occupied subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and same shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof; and that (ii) each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I DEFINITIONS

1.01 Association shall mean and refer to The Reserve at Shadle Association, a Texas non-profit corporation, its successors and assigns, which was formed by the Declarant pursuant to that certain certificate of formation filed with the Texas Secretary of State on April 14, 2022 as Document Number 1139960020002.

1.02 Board shall mean the Board of Directors of the Association.

1.03 Certificate of Formation shall mean the Certificate of Formation for the Association as filed with the Texas Secretary of State, as amended from time to time according to the provisions thereof.

1.04 Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners designated as such on the Plat or as later designated for such use by the Declarant or the Association and any appurtenances to such real property.

1.05 Declarant shall mean and refer to GKA Land Sales, LLC., a Texas limited liability company, and its successors and assigns.

1.06 Declaration shall mean this Declaration of Covenants, Conditions and Restrictions for The Reserve at Shadle, as same may from time to time be supplemented and amended.

1.07 Development Period shall mean the period of time beginning on the date in which this Declaration is recorded in the Official Public Records of Parker County, Texas, and ending at the earlier of (i) such time as ten years have elapsed from the date the Development Period begins; or (ii) the date on which Declarant terminates the Development Period by recorded instrument executed by Declarant and filed in the Official Public Records of Parker County, Texas. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction and marketing of the Property and the right to direct the size, shape and composition of the Property, including but not limited to the lots, common areas, roads and service areas within the Property. The Development Period does not require that Declarant own any portion of the Property.

1.08 Design Guidelines shall mean such rules and guidelines promulgated by the Declarant or the Association as the Declarant or Association may deem necessary or beneficial to the development, maintenance, or appearance of the Subdivision, which are filed in the official public records of Parker County, Texas.

1.09 Improvement shall mean every permanent structure, including but not limited to residences, buildings, outbuildings, storage buildings, garages, barns, patios, fences, walls, decks, driveways, wells and septic systems.

1.10 Lot(s) shall mean each of those parcels of real property identified as individual lots on the Plat.

1.11 Owner(s) shall mean and refer to the record Owner, whether one or more persons or entities, of equitable title (or legal title if same has merged) of any Lot. The foregoing does not include any persons or entities that hold an interest in any Lot merely as a security for the performance of an obligation, except as stated otherwise herein. The term Owner shall not include a lessee or tenant of an Owner.

1.12 Plat shall mean the plat or plats of record of The Reserve at Shadle filed by Declarant in the county or counties in which the Property is located, including the final plat of record of The Reserve at Shadle, an Addition to Parker County, Texas, being 234.31 acres of land, filed for record on April 26, 2022 in Cabinet F, Slide 218 in the Plat Records of Parker County, Texas and any plat or plats of subsequent phases of The Reserve at Shadle filed by Declarant in the Plat Records of Parker County, Texas or in the official public records of the county or counties

in which such subsequent phases are located. The Plat may be amended from time to time by Declarant at any time during the Development Period.

1.13 Property shall mean and refer to that certain real property described on Exhibit A and any additional property made subject to this Declaration.

1.14 Residence shall refer to the main dwelling unit and up to one other secondary dwelling unit located on a Lot.

1.15 Subdivision shall mean the Property covered by the Plat and any additional property added to the Plat or made subject to this Declaration.

ARTICLE II GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.01 Additions to the Property

During the Development Period, Declarant, its successors and assigns, shall have the unilateral right, in its sole and absolute discretion, to bring within the scheme of this Declaration additional property and properties in future stages of the development (including without limitations, subsequent phases of The Reserve at Shadle) without the consent or approval of any owners of any Lots (other than Declarant). Declarant shall also have the unilateral right to further define or change boundary lines of any Lot with the consent of the owner of the Parcel. As additional properties are added, Declarant shall, with respect to said properties, record Supplemental Declarations for each phase which may incorporate this Declaration by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon filing of additional survey(s) or plats for a subsequent phase or phases of The Reserve at Shadle and the filing of a Supplemental Declaration containing restrictive covenants applicable to the additional property described therein, then and thereafter, the Owners of all Lots in all phases of the The Reserve at Shadle subdivision shall have the rights, privileges and obligations with respect to all Property then subject to this Declaration (including such additional properties) in accordance with, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

2.02 Land Use

(a) **Use.** Each lot may be used for single family residential use only, including

up to one primary residence and one guest house. The terms Residence and residential use shall expressly exclude mobile homes, house trailers, modular and prefabricated homes, which, except as provided herein, shall not be allowed; however tiny homes, barndominiums, and other alternatively built structures shall be allowed.

(b) Recreational Vehicles. Recreational vehicles, including RVs, fifth wheels and trailers used for travel (collectively "RVs"), shall be allowed. With the exception of the uses provided for in this **Section 2.02(b)**, RVs must be stored in a manner in which the RV is not visible from any road shown on the Plat or from neighboring Lots. The following exceptions shall apply to this section:

(1) An RV may be used or stored on a Lot in a visible manner (used or stored so that the RV is visible from a road shown on the Plat or visible from a neighboring Lot) for up to 14 days (whether or not consecutive) during any calendar month; and

(2) Owners may use and occupy an RV on their Lot during the construction of a house on such Lot; provided such use shall be subject to limitations imposed by any Design Guidelines imposed by the Declarant or the Association.

(c) Business Activities. An Owner or occupant of a Residence may conduct business activities within a Residence or on a Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business on any Lot; (ii) the business activity conforms to all zoning requirements for the Subdivision; (iii) the business activity does not involve door-to-door solicitation of residents within the Subdivision; (iv) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subdivision which is noticeably greater than that which is typical of residences in which no business activity is being conducted.

(d) Propane Tanks. All liquid propane tanks must be properly screened with plant materials, fencing, or buried so they cannot be seen from any road in the subdivision or an adjoining property.

(e) Building Location. Residences and Improvements shall be situated on each Lot no nearer than fifty (50) feet from any roadway or right-of-way and no nearer than twenty-five (25) feet from any property line; provided the Declarant or the Board may grant a variance in writing allowing that Improvements may be constructed closer than twenty-five feet from a property line or property lines on an

irregularly shaped Lot. Written approval of such variance is required separately for each Lot for which a variance is sought. For the purposes of this paragraph, porches, stoops, bays and covered areas are considered a part of the Improvements.

(f) **Sewage Disposal.** No outside toilets shall be permitted. Installation of septic tanks and soil absorption sewage disposal systems shall be in accordance with the minimum recommendations required by the State of Texas and/or the county in which the Property is located.

(g) **Garbage and Refuse Disposal.** Each Lot shall be maintained in an attractive condition. No Lot and no part of the Property shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage, and other waste shall not be kept on any Lot except in sanitary containers. No trash, ashes or other refuse may be deposited on any portion of the Property.

(h) **Nuisances.** No obnoxious, noxious or offensive activities shall be carried out or upon any Lot or on any portion of the Property, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the neighborhood.

(i) **Fencing.** Fencing shall be located so that it does not interfere with any rights-of-way or impede access to any easement and shall be constructed of new material consisting of pipe and net wire, cedar staves, barbed or barless wire, wood or a combination.

(j) **Livestock, Pets Poultry and Other Animals**

(1) Any use of a Lot for the keeping of pets or other animals shall be conducted in accordance with the terms of this Declaration and only at levels that do not adversely impact other Owners' use of the Property. Each Owner shall keep all such animals enclosed within a fence constructed to specifications consistent with the provisions of this Declaration or restrained on a leash when on any portion of the Property outside such Owner's Lot.

(2) No swine may be bred, kept or maintained on any Lot, except for personal consumption and/or show competition through 4-H, FFA or similar organizations.

(3) No poultry or fowl may be kept on any Lot for the purpose of poultry farming, gaming or fighting.

(4) Though dogs are permitted on the Property, commercial dog

breeding or boarding is prohibited.

(5) Commercial activity involving animals, including but not limited to swine farming, poultry farms and feedlots, is prohibited.

(k) **Inoperative Vehicles.** No junk, wrecking or auto storage shall be located on any Lot. No discarded, abandoned, unlicensed or inoperative automobile, other vehicle or trailer shall be kept, stored or permitted to remain on any Lot unless stored in a garage or shop and out of plain sight. A vehicle shall be considered inoperative if it has not been moved under its own power for more than thirty (30) days.

(l) **Mineral Production and Excavation.**

(1) Any and all kinds of: oil or gas drilling, oil or gas operations, and quarrying or mining operations are prohibited on all Lots except by directional drilling from a surface location other than the Property.

(2) With the exception of personal use by the Owner of the Lot for improvements on the Lot from which the product is excavated, excavation of sand, gravel or rocks is prohibited.

2.03. Construction of Improvements.

(1) All Residences, including the primary residence and any secondary dwelling unit must be built on concrete slab foundations.

(2) All Improvements, including but not limited to the Residence, barns, stables, storage buildings, outbuildings and fences, must be constructed on site using new materials and in a skilled and workmanlike manner.

(3) All Improvements, including but not limited to water systems and wells, shall meet or exceed all applicable regulations and guidelines and Owners are solely responsible for obtaining all necessary building permits.

(4) Prior to any septic system being installed on any Lot, the Owner of such Lot shall obtain all required permits and approvals for an on-site sewage facility (OSSE) from the Texas Commission on Environmental Quality (TCEQ) and any other agency with the authority to regulate OSSEs on the Property and the Lot.

(5) Driveways and driveway aprons shall be no more than forty (40)

feet in width and any entry or driveway which crosses a drainage ditch must be constructed with a suitable culvert so that such entry or driveway does not impede nor redirect the drainage of water through such drainage ditch.

(6) Attached garages (garages attached to any part of the Residence) shall be only side or rear entry. Attached, front-entry garages are prohibited.

(6) Subject to the provisions of this Declaration, the Declarant, during the Development Period, and the Association, by unanimous consent of the Board, may each, from time to time, impose upon the Lots and the Property Design Guidelines applicable to the development of the Property and the construction of Improvements on the Lots as the Declarant or the Association may deem necessary or beneficial to the development, maintenance, or appearance of the Subdivision. Such Design Guidelines shall be effective as of the date an executed and acknowledged document imposing such Design Guidelines is filed in the official public records of Parker County, Texas.

2.04 Further Subdivision. No Lot may be further subdivided without the consent of Parker County.

2.05 Utilities

(a) **Utility Easements.** The Declarant, its successors and assigns, and the Association shall have alienable and permanent easements and rights-of-way in, through, across, over and under the Common Areas, the Property and the Lots, and under private and dedicated streets, for ingress and egress, and installation, maintenance, use, repair and replacement of all public and private electric utilities and related equipment (including, without limitation, poles, wires, cables, conduits, lines, mains and meter boxes); provided that the exercise of any easement hereby granted shall not unreasonably interfere with the permitted use and enjoyment of the Lots and, except in an emergency, entry onto any Lot shall be made only after reasonable prior notice given to such Lot Owner or occupant.

(b) **Utility Equipment.** Each local electric utility provider hereby is granted a permanent easement and right-of-way through and across the Common Areas and the Lots for ingress and egress, and installation, reading, maintenance, use, repair and replacement of all utility conduits, lines, meters, boxes and other equipment at any time located within the Property.

2.06 Roadway Easements. Owners shall have permanent easements and rights of way over and across the roads and streets of the Subdivision as shown on the Plat (the "Roads"). During the Development Period, Declarant shall have the sole authority

to make all decisions and take all actions deemed necessary, in Declarant's sole discretion, to install, improve and maintain the Roads. After the Development Period is terminated, the Association shall have the sole authority to make all decisions and take all actions deemed necessary, in the Association's sole discretion, to install, improve and maintain the Roads.

2.07 Declarant's Permanent Easements. The Declarant, its successors and assigns, and the Association shall have alienable and permanent easement and rights-of-way in through, across, over and under the Common Areas, any service areas, the Property and the Lots and under private and dedicated streets, for ingress and egress and development of all roads, drainage, and other development that Declarant, its successors and assigns, determine is necessary, convenient or beneficial to the development of the Property.

2.08 Remedies of Declarant and the Board as to land use. By acceptance of deed to a Lot, each Owner agrees that Declarant, the Board, and any representatives, agents, employees or contractors of Declarant and the Board, shall have the right to enter upon any Lot on which one or more violations of this Declaration may have occurred for the purpose of enforcing or curing any such violation, provided that the Owner has been given prior written notice of such violation and such Owner has failed to remedy the complaint of violation within the time specified by such notice. EACH OWNER, INDEMNIFIES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, AGENTS AND EMPLOYEES, THE BOARD, AND THE ASSOCIATION, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL COSTS AND EXPENSES OF SUCH CURATIVE ACTION AND ANY PENALTY OR FINE LEVIED BY ANY GOVERNMENTAL AUTHORITY AS A RESULT OF THE ACT OR FAILURE TO ACT OF THE OWNER WITH RESPECT TO ITS LOT. The foregoing remedies shall be cumulative of all other remedies for violations of any provisions of this Declaration.

2.09 Owners Acknowledgment. Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the Association shall act to relieve an Owner from such duty of compliance. Each Owner agrees that neither the Association nor any of Declarant's successors and Assigns, shall have any liability

for any act or omission of Declarant which occurred prior to the effective date of any succession or assignment.

ARTICLE III NONPROFIT ASSOCIATION

3.01 Association

(a) The Developer has organized a Texas non-profit corporation, the purposes of which are (i) to administer and enforce the covenants and restrictions set forth in this Declaration; (ii) to provide for the upkeep and maintenance of the Common Areas; (iii) to make and collect annual assessments, and special assessments, as described in this Section 3.01, for the payment of expenses of the Association, including, but not necessarily limited to (a) costs of maintaining common areas and existing structures in the common areas and costs of maintaining and replacing private roads; (b) ad valorem taxes assessed against any common areas of the Subdivision; (c) liability insurance associated with the property of the Association; (d) directors' and officers' insurance for the persons serving on the Board; (e) costs, including attorney's fees and other costs of litigation to administer and enforce the covenants and restrictions set forth in this Declaration; and (g) other activities of the Association.

(b) After the termination of the Development Period, the Association is obligated to accept responsibility for maintaining the Common Areas, including all roads and streets within the subdivision.

(c) The Association will be governed by the Bylaws of the Association. A copy of the Bylaws of the Association will be provided to each Owner upon request.

(d) All assessments made by the Association shall be divided equally among the Lot Owners (other than the Declarant), provided however that an Owner or Owners who own two or more contiguous Lots, titled in the same name or names, may, upon election of the Owner or Owners, be allocated such assessments as if two or three contiguous Lots were one Lot. A group of two or three lots counted as one Lot for assessment purposes shall also be counted as one Lot for all voting purposes of the Association. This exception applies for up to three contiguous Lots which are titled in the same name or names. An Owner or Owners who own contiguous Lots may use this exception for only one group of two or three Lots. This exception must be claimed by the Owner or Owners by written notification to the Board.

(e) Each Owner of a Lot shall be a member of the Association ("Member") and have a membership in the Association. Except as provided in this paragraph, there is one membership for each Lot, and in those instances where a single Lot is owned by more than one party, the multiple Owners of such Lot shall designate a representative to vote on their behalf on all matters that come before the Members for vote. Where an Owner owns two Lots and where such Owner has made the election for such Lots as described in Section 3.01(d) of this Declaration, such Owner will have the number of votes that corresponds with the number of Lots on which the Owner is allocated assessments in all matters in which the Owner or Owners is entitled to vote.

(f) The Board is empowered to levy annual, special and individual assessments on each Lot for the purposes of the Association. The Board shall establish a fund (the "Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made for the purposes of the Association.

(g) Prior to the beginning of each calendar year, the Board shall estimate the expenses to be incurred by the Association during such year for the purposes of the Association, including a reasonable provision for contingencies and appropriate reserves and shall levy an annual assessment on the Owners. If the sums assessed or collected prove inadequate for any reason, including non-payment by any individual Member, the Board may propose a special assessment to the Members.

(h) All annual assessments shall be due on or before January 31st of each year and shall be deemed late if not received by the Association by the tenth (10th) day of February. All special assessments shall be due when they are approved and shall be deemed late if not received by the Association within thirty (30) days of approval and notice to the Members.

(i) All assessments, if not timely paid as specified herein, shall be deemed delinquent and in default. The amount of any delinquent assessment, an administrative fee of \$20.00 per month, plus interest on the amount of the assessment at the per annum rate of ten percent (10%) and all costs of collection, including attorney's fees, shall be the personal obligation of the Member and shall be secured by a lien on the Member's Lot. No Owner may waive or otherwise escape liability for any assessment by abandonment of his or her Lot. A certificate executed and acknowledged by the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee. Each Owner, by his assertion of title or claim of Ownership or by his acceptance of a deed to any portion of the Property, whether or not it shall be

so recited in such deed, shall conclusively grant to, and does hereby grant to the Association and its agents the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and charges and to enforce the aforesaid lien by all methods available for the collection of such debts and the enforcement of such liens, including the use of judicial means to collect unpaid assessments, or the foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and foreclosure in connection with said lien. The lien created hereunder shall be considered a contract lien and shall be governed by the terms and provisions of Section 51.002 of the Texas Property Code.

(j) Notwithstanding any other provision set forth in this Declaration, no lien created herein shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage of first and senior priority now or hereafter given upon any portion of the Property made in good faith and for value. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to the covenants, conditions and restrictions set forth in this Declaration, and shall thereafter be liable for all assessments levied after completion of such foreclosure or conveyance in lieu of foreclosure. The personal debt and obligation of any Lot Owner for debts to the Association shall not be effected or extinguished by any foreclosure.

(k) Neither the Declarant nor the Association shall be liable to any Owner for enforcing or a failure to enforce any of the covenants, conditions, or restrictions contained in this Declaration.

ARTICLE IV BOARD OF DIRECTORS

4.01 Board. The Board shall consist of not less than three (3) persons ("Directors") appointed by the Declarant and replaced by the Declarant or by a majority vote of the Members. The following persons are hereby designated as the initial Directors of the Board: [INSERT INFORMATION PRIOR TO FILING THIS DOCUMENT], [INSERT INFORMATION PRIOR TO FILING THIS DOCUMENT] and [INSERT INFORMATION PRIOR TO FILING THIS DOCUMENT].

4.02 Action by the Board. Items presented to the Board shall be decided by a majority vote of the Directors.

4.03 Term. Each Director shall hold office until such time as he has resigned or has been removed or his successor has been appointed by Declarant or by a majority vote of the Members of the Association, as provided herein.

4.04 Declarant's Rights of Appointment. Declarant shall have the initial right to appoint and remove Directors, and, except as otherwise provided herein, the Declarant shall have the right, but not the obligation, to appoint and remove members of the Board at any time in the Declarant's sole discretion during the Development Period. At the expiration of the Development Period, the Owners shall have the right to appoint and remove Directors of the Board.

4.05 Adoption of Rules. The Board may from time to time adopt, amend and modify such procedural and substantive rules not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties or beneficial to the development or maintenance of the Subdivision by the unanimous consent of the Board and the filing of such rules in the official public records of Parker County, Texas.

4.06 Approval of Board. Whenever in this Declaration the approval of the Board is required, it shall have the right to consider all of the plans and specifications for the improvement or proposal in question and all other facts which, in its sole discretion, it deems relevant.

4.07 Meetings of the Board. The Board shall meet from time to time as necessary to perform its duties hereunder. The Board may, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Board, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the Directors taken without a meeting shall constitute an act of the Board.

4.08 No Waiver of Future Approvals. The approval or consent of the Board to any request by an Owner shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other matters whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

4.09 Non-liability of Board Members. Neither the Board, nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Board or any Director, as the case may be.

4.10 Contract with Management Company. The Board may, at its discretion, contract with a management company to manage the Association and may delegate any of its authority or powers, including the power to levy and collect annual, special, and individual assessments to such management company for the duration of such contract.

ARTICLE V GENERAL

5.01 Remedies in the event of default. In the event of any default by any Owner under the provisions of this Declaration, provided the defaulting Owner has been given thirty (30) days notice to remedy the violation, the Association and/or any Owner of a Lot within the Property, shall have each and all of the rights and remedies which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Owner for enforcement of the provisions of this Declaration. The enforcement of the provisions of this Declaration, whether for damages or injunction, or specific performance or for judgment of the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief, may be pursued at law or in equity. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy, and if the Association, and/or any Owner who seeks to enforce the provision of this Declaration prevails, then the Association and/or such Owner shall also be entitled to recover their costs and attorneys' fees. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

5.02 Term and Amendments. The covenants and restrictions set forth in this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless more than sixty-seven percent (67%) of the Owners of the Lots vote to terminate the covenants and restrictions set forth in this Declaration, which termination shall be by a written instrument signed by sixty-seven (67%) of the Owners of the Lots and properly recorded in the Real Property Records of the county or counties in which the Property is located. This Declaration may be amended by an instrument signed by the Owners of the Lots constituting not less than sixty-seven percent (67%) of the Owners of the Lots.

5.03 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

5.04 Notice. Any notice to an Owner required by or permitted under this Declaration must be in writing and shall be deemed to be delivered seven (7) days after such notice is deposited with the United States Postal Service and addressed to the intended recipient at the address on file with the Association, whether received or not. Notice may also be given by certified mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Each Owner is solely responsible for ensuring that their contact address on file with the Association is up to date and correct.

5.05 Reserved Rights of Declarant.

(a) Notwithstanding any other provision herein, to the extent allowed by law, Declarant reserves the right to (i) to unilaterally amend or terminate this Declaration by the recording of an instrument executed and acknowledged by the Declarant acting alone until the expiration or termination of the Development Period; and (ii) to unilaterally amend this Declaration for purposes of correction, reformation or improvement, for so long as Declarant owns any portion of the Property by the filing of an amended Declaration in the Official Public Records of Parker County, Texas.

(b) Notwithstanding any other provision herein, Declarant reserves the right to extract water from any and all waterways and waterbodies located on any portion of the Property, including but not limited to ponds, for use in the construction of roads and other improvements in the Subdivision. Declarant may extract as much water as Declarant, in Declarant's sole discretion, determines is necessary for the construction of such herein described improvements.

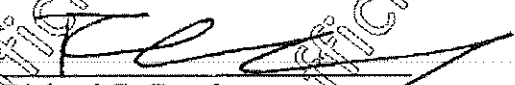
5.06 Rights and Obligations. The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all the Owners and their respective heirs, representatives, successors,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

[signature page follows]

Executed to be effective upon recording

GKA LAND SALES, LLC

By: TEXAS CEDAR CREEK MEMBER, LLC, a Texas limited liability company,
Manager of GKA Land Sales LLC

By: 

Richard G. Grandy,
Manager of Texas Cedar Creek Member, LLC

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Richard G. Grandy, Manager of Texas Cedar Creek Member, LLC, Manager of GKA Land Sales, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed on behalf of such companies.

SUBSCRIBED AND SWORN TO BEFORE ME, this 26 day of April, 2022.



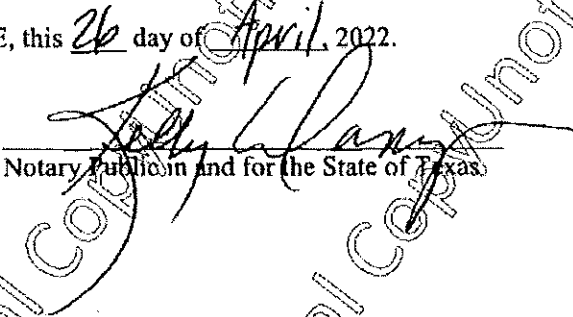

Notary Public in and for the State of Texas

EXHIBIT A

Phase 1

All that property described in that certain plat of The Reserve at Shadle, an Addition to Parker County, Texas, being 234.31 acres of land, including but not limited to Lots 1 through 105 of The Reserve at Shadle, filed for record on April 26, 2022 as Document No 202215784 in Cabinet F, Slide 218 of the Plat Records of Parker County, Texas.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

202216033

04/27/2022 11:28 AM

Fee: 90.00

Lila Deakle, County Clerk

Parker County, Texas

RESTRICT

Exhibit A to Declaration of Covenants, Conditions and Restrictions

**AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE RESERVE AT SHADLE**

THE STATE OF TEXAS
COUNTY OF PARKER

§

§

WHEREAS, GKA Land Sales, LLC, a Texas limited liability company, (herein called "Declarant") is the Owner of a certain tract or parcel of land in Parker County, Texas, being all of that certain tract of land containing a total of 234.31 acres of land, more or less, and being more particularly described at Exhibit A, (herein called the "Property");

WHEREAS, the Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for The Property on April 27, 2022, as Document No. 202216033 in the Official Public Records of Parker County, Texas (the "Original Declaration");

WHEREAS, the Property is governed by the terms of the Original Declaration, as amended, (collectively, the "Declaration");

WHEREAS, Declarant reserved the right to amend the Declaration for purposes of correction, reformation or improvement;

WHEREAS, the Declarant has determined that correction, reformation or improvement to the Declaration, including Sections 1.01, 2.01, 2.02(b), 2.07 and 4.01 of the Original Declaration, is necessary;

WHEREAS, the Declarant desires to sell Lots (as defined below) within the Property;

WHEREAS, the Declarant proposes to subject the Property to covenants, conditions and restrictions for the benefit of and to be binding upon all the Owners (as defined below);

WHEREAS, the Declarant has established a Texas nonprofit corporation to serve as the property owners' association for Subdivision;

WHEREAS, the purposes of this Declaration and the Association are to protect Declarant and its successors and assigns and the Owners against improper development and use of the Lots within the Property; to provide for management of the Property; to establish and enforce design and construction standards and criteria to achieve an aesthetically harmonious environment that will promote the general welfare of the Declarant and the Owners within the context of an association.

NOW, THEREFORE, the Declarant hereby amends the Declaration and declares that (i) all of the Property shall be held, sold, conveyed and occupied subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and same shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof; and that (ii) each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I DEFINITIONS

1.01 **Association** shall mean and refer to the The Reserve at Shadle Association, a Texas non-profit corporation, being the property owners' association for the Subdivision formed by the Declarant pursuant to that certain certificate of formation filed with the Texas Secretary of State on April 28, 2022, as Document Number 1141032200002, and its successors and assigns.

1.02 **Board** shall mean the Board of Directors of the Association.

1.03 **Certificate of Formation** shall mean the Certificate of Formation for the Association as filed with the Texas Secretary of State, as amended from time to time according to the provisions thereof.

1.04 Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners designated as such on the Plat or as later designated for such use by the Declarant or the Association and any appurtenances to such real property.

1.05 Declarant shall mean and refer to GKA Land Sales, LLC, a Texas limited liability company, and its successors and assigns.

1.06 Declaration shall mean the Declaration of Covenants, Conditions and Restrictions for The Reserve at Shadle, as same may from time to time be supplemented and amended.

1.07 Development Period shall mean the period of time beginning on the date in which this Declaration is recorded in the Official Public Records of Parker County, Texas, and ending at the earlier of (i) such time as ten years have elapsed from the date the Development Period begins; or (ii) the date on which Declarant terminates the Development Period by recorded instrument executed by Declarant and filed in the Official Public Records of Parker County, Texas. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction and marketing of the Property and the right to direct the size, shape and composition of the Property, including but not limited to the lots, common areas, roads and service areas within the Property. The Development Period does not require that Declarant own any portion of the Property.

1.08 Design Guidelines shall mean such rules and guidelines promulgated by the Declarant or the Association as the Declarant or Association may deem necessary or beneficial to the development, maintenance, or appearance of the Subdivision, which are filed in the official public records of Parker County, Texas.

1.09 Improvement shall mean every permanent structure, including but not limited to residences, buildings, outbuildings, storage buildings, garages, barns, patios, fences, walls, decks, driveways, wells and septic systems.

1.10 Lot(s) shall mean each of those parcels of real property identified as individual lots on the Plat.

1.11 Owner(s) shall mean and refer to the record Owner, whether one or more persons or entities, of equitable title (or legal title if same has merged) of any Lot. The foregoing does not include any persons or entities that hold an interest in any Lot merely as a security for the performance of an obligation, except as stated otherwise herein. The term Owner shall not include a lessee or tenant of an Owner.

1.12 Plat shall mean the plat or plats of record of The Reserve at Shadle filed by Declarant in the county or counties in which the Property is located, including the final plat of

record of The Reserve at Shadle, an Addition to Parker County, Texas, being 234.31 acres of land, filed for record on April 26, 2022 in Cabinet F, Slide 218 in the Plat Records of Parker County, Texas and any plat or plats of subsequent phases of The Reserve at Shadle filed by Declarant in the Plat Records of Parker County, Texas or in the official public records of the county or counties in which such subsequent phases are located. The Plat may be amended from time to time by Declarant at any time during the Development Period.

1.13 Property shall mean and refer to that certain real property described on **Exhibit A** and any additional property made subject to this Declaration.

1.14 Residence shall refer to the main dwelling unit and up to one other secondary dwelling unit located on a Lot.

1.15 Subdivision shall mean the Property covered by the Plat and any additional property added to the Plat or made subject to this Declaration.

ARTICLE II GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.01 Additions to the Property

During the Development Period, Declarant, its successors and assigns, shall have the unilateral right, in its sole and absolute discretion, to bring within the scheme of this Declaration additional property and properties in future stages of the development (including without limitations, subsequent phases of The Reserve at Shadle) without the consent or approval of any owners of any Lots (other than Declarant). Declarant shall also have the right to further define or change boundary lines of any Lot with the consent of the owner of the Parcel. As additional properties are added, Declarant shall, with respect to said properties, record Supplemental Declarations for each phase which may incorporate this Declaration by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon filing of additional survey(s) or plats for a subsequent phase or phases of The Reserve at Shadle and the filing of a Supplemental Declaration containing restrictive covenants applicable to the additional property described therein, then and thereafter, the Owners of all Lots in all phases of the The Reserve at Shadle subdivision shall have the rights, privileges and obligations with respect to all Property then subject to this Declaration (including such additional properties) in accordance with, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

2.02 Land Use

(a) **Use.** Each lot may be used for single family residential use only, including up to one primary residence and one guest house. The terms Residence and residential use shall expressly exclude mobile homes, house trailers, modular and prefabricated homes, which, except as provided herein, shall not be allowed; however tiny homes, barndominiums, and other alternatively built structures shall be allowed.

(b) **Recreational Vehicles.** Recreational vehicles, including RVs, fifth wheels and trailers used for travel (collectively "RVs"), shall not be used for residential purposes on any Lot. The following exception shall apply to this section:

(1) Owners may use and occupy an RV on their Lot during the construction of a house on their Lot; provided such use shall be subject to limitations imposed by any Design Guidelines imposed by the Declarant or the Association.

(c) **Business Activities.** An Owner or occupant of a Residence may conduct business activities within a Residence or on a Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business on any Lot; (ii) the business activity conforms to all zoning requirements for the Subdivision; (iii) the business activity does not involve door-to-door solicitation of residents within the Subdivision; (iv) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subdivision which is noticeably greater than that which is typical of residences in which no business activity is being conducted.

(d) **Propane Tanks.** All liquid propane tanks must be properly screened with plant materials, fencing, or buried so they cannot be seen from any road in the subdivision or an adjoining property.

(e) **Building Location.** Residences and Improvements shall be situated on each Lot no nearer than fifty (50) feet from any roadway or right-of-way and no nearer than twenty-five (25) feet from any property line, provided the Declarant or the Board may grant a variance in writing allowing that Improvements may be constructed closer than twenty-five feet from a property line or property lines on an irregularly shaped Lot. Written approval of such variance is required separately for each Lot for which a variance is sought. For the purposes of this paragraph, porches, stoops, bays and covered areas are considered a part of the Improvements.

(f) **Sewage Disposal.** No outside toilets shall be permitted. Installation of septic tanks and soil absorption sewage disposal systems shall be in accordance with the minimum recommendations required by the State of Texas and/or the county in which the Property is located.

(g) **Garbage and Refuse Disposal.** Each Lot shall be maintained in an attractive condition. No Lot and no part of the Property shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage, and other waste shall not be kept on any Lot except in sanitary containers. No trash, ashes or other refuse may be deposited on any portion of the Property.

(h) **Nuisances.** No obnoxious, noxious or offensive activities shall be carried out or upon any Lot or on any portion of the Property, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the neighborhood.

(i) **Fencing.** Fencing shall be located so that it does not interfere with any rights-of-way or impede access to any easement and shall be constructed of new material consisting of pipe and net wire, cedar staves, barbed or barbles wire, wood or a combination.

(j) **Livestock, Pets Poultry and Other Animals**

(1) Any use of a Lot for the keeping of pets or other animals shall be conducted in accordance with the terms of this Declaration and only at levels that do not adversely impact other Owners' use of the Property. Each Owner shall keep all such animals enclosed within a fence constructed to specifications consistent with the provisions of this Declaration or restrained on a leash when on any portion of the Property outside such Owner's Lot.

(2) No swine may be bred, kept or maintained on any Lot, except for personal consumption and/or show competition through 4-H, FFA or similar organizations.

(3) No poultry or fowl may be kept on any Lot for the purpose of poultry farming, gaming or fighting.

(4) Though dogs are permitted on the Property, commercial dog breeding or boarding is prohibited.

(5) Commercial activity involving animals, including but not limited to swine farming, poultry farms and feedlots, is prohibited.

(k) **Inoperative Vehicles.** No junk, wrecking or auto storage shall be located on any Lot. No discarded, abandoned, unlicensed or inoperative automobile, other vehicle or trailer shall be kept, stored or permitted to remain on any Lot unless stored in a garage or shop and out of plain sight. A vehicle shall be considered inoperative if it has not been moved under its own power for more than thirty (30) days.

(l) **Mineral Production and Excavation.**

(1) Any and all kinds of oil or gas drilling, oil or gas operations, and quarrying or mining operations are prohibited on all Lots except by directional drilling from a surface location other than the Property.

(2) With the exception of personal use by the Owner of the Lot for improvements on the Lot from which the product is excavated, excavation of sand, gravel or rocks is prohibited.

2.03. Construction of Improvements.

(1) All Residences, including the primary residence and any secondary dwelling unit must be built on concrete slab foundations.

(2) All Improvements, including but not limited to the Residence, barns, stables, storage buildings, outbuildings and fences, must be constructed on site using new materials and in a skilled and workmanlike manner.

(3) All Improvements, including but not limited to water systems and wells, shall meet or exceed all applicable regulations and guidelines and Owners are solely responsible for obtaining all necessary building permits.

(4) Prior to any septic system being installed on any Lot, the Owner of such Lot shall obtain all required permits and approvals for an on-site sewage facility (OSSF) from the Texas Commission on Environmental Quality (TCEQ) and any other agency with the authority to regulate OSSFs on the Property and the Lot.

(5) Driveways and driveway aprons shall be no more than forty (40) feet in width and any entry or driveway which crosses a drainage ditch must be constructed with a suitable culvert so that such entry or driveway does not impede nor redirect the drainage of water through such drainage ditch.

(6) Attached garages (garages attached to any part of the Residence)

shall be only side or rear entry. Attached, front-entry garages are prohibited.

(6) Subject to the provisions of this Declaration, the Declarant, during the Development Period, and the Association, by unanimous consent of the Board, may each, from time to time, impose upon the Lots and the Property Design Guidelines applicable to the development of the Property and the construction of Improvements on the Lots as the Declarant or the Association may deem necessary or beneficial to the development, maintenance, or appearance of the Subdivision. Such Design Guidelines shall be effective as of the date an executed and acknowledged document imposing such Design Guidelines is filed in the official public records of Parker County, Texas.

2.04 Further Subdivision. No Lot may be further subdivided without the consent of Parker County.

2.05 Utilities

(a) **Utility Easements.** The Declarant, its successors and assigns, and the Association shall have alienable and permanent easements and rights-of-way in, through, across, over and under the Common Areas, the Property and the Lots, and under private and dedicated streets, for ingress and egress, and installation, maintenance, use, repair and replacement of all public and private electric utilities and related equipment (including, without limitation, poles, wires, cables, conduits, lines, mains and meter boxes); provided, that the exercise of any easement hereby granted shall not unreasonably interfere with the permitted use and enjoyment of the Lots and, except in an emergency, entry onto any Lot shall be made only after reasonable prior notice given to such Lot Owner or occupant.

(b) **Utility Equipment.** Each local electric utility provider hereby is granted a permanent easement and right-of-way through and across the Common Areas and the Lots for ingress and egress, and installation, reading, maintenance, use, repair and replacement of all utility conduits, lines, meters, boxes and other equipment at any time located within the Property.

2.06 Roadway Easements. Owners shall have permanent easements and rights of way over and across the roads and streets of the Subdivision as shown on the Plat (the "Roads"). During the Development Period, Declarant shall have the sole authority to make all decisions and take all actions deemed necessary, in Declarant's sole discretion, to install, improve and maintain the Roads. After the Development Period is terminated, the Association shall have the sole authority to make all decisions and take all actions deemed necessary, in the Association's sole discretion, to install, improve and maintain the Roads.

2.07 Declarant's Permanent Easements. The Declarant, its successors and assigns, and the Association shall have alienable and permanent easement and rights-of-way in through, across, over and under the Common Areas, any service areas, the Property and the Lots and under, over and across private and dedicated streets, for ingress and egress and development of all roads, drainage, and other development that Declarant, its successors and assigns, determine is necessary, convenient or beneficial to the development of the Property.

2.08 Remedies of Declarant and the Board as to land use. By acceptance of deed to a Lot, each Owner agrees that Declarant, the Board, and any representatives, agents, employees or contractors of Declarant and the Board, shall have the right to enter upon any Lot on which one or more violations of this Declaration may have occurred for the purpose of enforcing or curing any such violation, provided that the Owner has been given prior written notice of such violation and such Owner has failed to remedy the complaint or violation within the time specified by such notice. EACH OWNER INDEMNIFIES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, AGENTS AND EMPLOYEES, THE BOARD, AND THE ASSOCIATION, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL COSTS AND EXPENSES OF SUCH CURATIVE ACTION AND ANY PENALTY OR FINE LEVIED BY ANY GOVERNMENTAL AUTHORITY AS A RESULT OF THE ACT OR FAILURE TO ACT OF THE OWNER WITH RESPECT TO ITS LOT. The foregoing remedies shall be cumulative of all other remedies for violations of any provisions of this Declaration.

2.09 Owners Acknowledgment. Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Lot and by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the Association shall act to relieve an Owner from such duty of compliance. Each Owner agrees that neither the Association nor any of Declarant's successors and Assigns, shall have any liability or any act or omission of Declarant which occurred prior to the effective date of any succession or assignment.

ARTICLE III NONPROFIT ASSOCIATION

3.01 Association

(a) The Developer has organized a Texas non-profit corporation, the purposes of which are (i) to administer and enforce the covenants and restrictions

set forth in this Declaration, (ii) to provide for the upkeep and maintenance of the Common Areas; (iii) to make and collect annual assessments, and special assessments, as described in this Section 3.01, for the payment of expenses of the Association, including, but not necessarily limited to (a) costs of maintaining common areas and existing structures in the common areas and costs of maintaining and replacing private roads; (b) ad valorem taxes assessed against any common areas of the Subdivision; (c) liability insurance associated with the property of the Association; (d) directors' and officers' insurance for the persons serving on the Board; (e) costs, including attorney's fees and other costs of litigation to administer and enforce the covenants and restrictions set forth in this Declaration; and (g) other activities of the Association.

(b) After the termination of the Development Period, the Association is obligated to accept responsibility for maintaining the Common Areas, including all roads and streets within the subdivision.

(c) The Association will be governed by the Bylaws of the Association. A copy of the Bylaws of the Association will be provided to each Owner upon request.

(d) All assessments made by the Association shall be divided equally among the Lot Owners (other than the Declarant), provided however that an Owner or Owners who own two or more contiguous Lots, titled in the same name or names, may, upon election of the Owner or Owners, be allocated such assessments as if two or three contiguous Lots were one Lot. A group of two or three lots counted as one Lot for assessment purposes shall also be counted as one Lot for all voting purposes of the Association. This exception applies for up to three contiguous Lots which are titled in the same name or names. An Owner or Owners who own contiguous Lots may use this exception for only one group of two or three Lots. This exception must be claimed by the Owner or Owners by written notification to the Board.

(e) Each Owner of a Lot shall be a member of the Association ("Member") and have a membership in the Association. Except as provided in this paragraph, there is one membership for each Lot and in those instances where a single Lot is owned by more than one party, the multiple Owners of such Lot shall designate a representative to vote on their behalf on all matters that come before the Members for vote. Where an Owner owns two Lots and where such Owner has made the election for such Lots as described in Section 3.01(d) of this Declaration, such Owner will have the number of votes that corresponds with the number of Lots on which the Owner is allocated assessments in all matters in which the Owner or Owners is entitled to vote.

(f) The Board is empowered to levy annual, special and individual assessments on each Lot for the purposes of the Association. The Board shall establish a fund (the "Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made for the purposes of the Association.

(g) Prior to the beginning of each calendar year, the Board shall estimate the expenses to be incurred by the Association during such year for the purposes of the Association, including a reasonable provision for contingencies and appropriate reserves and shall levy an annual assessment on the Owners. If the sums assessed or collected prove inadequate for any reason, including non-payment by any individual Member, the Board may propose a special assessment to the Members.

(h) All annual assessments shall be due on or before January 31st of each year and shall be deemed late if not received by the Association by the tenth (10th) day of February. All special assessments shall be due when they are approved and shall be deemed late if not received by the Association within thirty (30) days of approval and notice to the Members.

(i) All assessments, if not timely paid as specified herein, shall be deemed delinquent and in default. The amount of any delinquent assessment, an administrative fee of \$20.00 per month, plus interest on the amount of the assessment at the per annum rate of ten percent (10%) and all costs of collection, including attorney' fees, shall be the personal obligation of the Member and shall be secured by a lien on the Member's Lot. No Owner may waive or otherwise escape liability for any assessment by abandonment of his or her Lot. A certificate executed and acknowledged by the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee. Each Owner, by his assertion of title or claim of Ownership or by his acceptance of a deed to any portion of the Property, whether or not it shall be so recited in such deed, shall conclusively grant to, and does hereby grant to the Association and its agents the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and charges and to enforce the aforesaid lien by all methods available for the collection of such debts and the enforcement of such liens, including the use of judicial means to collect unpaid assessments, or the foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and foreclosure in connection with said lien. The lien created hereunder shall be considered a contract lien and shall be governed by the terms and provisions of Section 51.002 of the Texas Property Code.

(j) Notwithstanding any other provision set forth in this Declaration, no lien created herein shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage of first and senior priority now or hereafter given upon any portion of the Property made in good faith and for value. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to the covenants, conditions and restrictions set forth in this Declaration, and shall thereafter be liable for all assessments levied after completion of such foreclosure or conveyance in lieu of foreclosure. The personal debt and obligation of any Lot Owner for debts to the Association shall not be effected or extinguished by any foreclosure.

(k) Neither the Declarant nor the Association shall be liable to any Owner for enforcing or a failure to enforce any of the covenants, conditions, or restrictions contained in this Declaration.

ARTICLE IV BOARD OF DIRECTORS

4.01 Board. The Board shall consist of not less than three (3) persons ("Directors") appointed by the Declarant and replaced by the Declarant or by a majority vote of the Members. The following persons are hereby designated as the initial Directors of the Board: Richard G. Grandy, Patrick Prince and Kelly Danzi.

4.02 Action by the Board. Items presented to the Board shall be decided by a majority vote of the Directors.

4.03 Term. Each Director shall hold office until such time as he has resigned or has been removed or his successor has been appointed by Declarant or by a majority vote of the Members of the Association, as provided herein.

4.04 Declarant's Rights of Appointment. Declarant shall have the initial right to appoint and remove Directors, and, except as otherwise provided herein, the Declarant shall have the right, but not the obligation, to appoint and remove members of the Board at any time in the Declarant's sole discretion during the Development Period. At the expiration of the Development Period, the Owners shall have the right to appoint and remove Directors of the Board.

4.05 Adoption of Rules. The Board may from time to time adopt, amend and modify such procedural and substantive rules not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties or beneficial to the development or maintenance of the Subdivision by the unanimous consent of the Board and the filing of such rules in the official public records of Parker, County, Texas.

4.06 Approval of Board. Whenever in this Declaration the approval of the Board is required, it shall have the right to consider all of the plans and specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, it deems relevant.

4.07 Meetings of the Board. The Board shall meet from time to time as necessary to perform its duties hereunder. The Board may, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Board, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the Directors taken without a meeting shall constitute an act of the Board.

4.08 No Waiver of Future Approvals. The approval or consent of the Board to any request by an Owner shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other matters whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

4.09 Non-liability of Board Members. Neither the Board, nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Board or any Director, as the case may be.

4.10 Contract with Management Company. The Board may, at its discretion, contract with a management company to manage the Association and may delegate any of its authority or powers, including the power to levy and collect annual, special, and individual assessments to such management company for the duration of such contract.

ARTICLE V GENERAL

5.01 Remedies in the event of default. In the event of any default by any Owner under the provisions of this Declaration, provided the defaulting Owner has been given thirty (30) days notice to remedy the violation, the Association and/or any Owner of a Lot within the Property shall have each and all of the rights and remedies which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Owner for enforcement of the provisions of this Declaration. The enforcement of the provisions of this Declaration, whether for damages or injunction, or specific performance or for judgment of the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief, may be pursued at law or in equity. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy, and if the Association, and/or any Owner

who seeks to enforce the provision of this Declaration prevails, then the Association and/or such Owner shall also be entitled to recover their costs and attorneys' fees. Any and all of such rights and remedies may be exercised at any time and from time-to-time, cumulatively or otherwise, by the Association or any Owner.

5.02 Term and Amendments. The covenants and restrictions set forth in this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless more than sixty-seven percent (67%) of the Owners of the Lots vote to terminate the covenants and restrictions set forth in this Declaration, which termination shall be by a written instrument signed by sixty-seven (67%) of the Owners of the Lots and properly recorded in the Real Property Records of the county or counties in which the Property is located. This Declaration may be amended by an instrument signed by the Owners of the Lots constituting not less than sixty-seven percent (67%) of the Owners of the Lots.

5.03 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5.04 Notice. Any notice to an Owner required by or permitted under this Declaration must be in writing and shall be deemed to be delivered seven (7) days after such notice is deposited with the United States Postal Service and addressed to the intended recipient at the address on file with the Association, whether received or not. Notice may also be given by certified mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Each Owner is solely responsible for ensuring that their contact address on file with the Association is up to date and correct.

5.05 Reserved Rights of Declarant.

(a) Notwithstanding any other provision herein, to the extent allowed by law, Declarant reserves the right to (i) to unilaterally amend or terminate this Declaration by the recording of an instrument executed and acknowledged by the Declarant acting alone until the expiration or termination of the Development Period; and (ii) to unilaterally amend this Declaration for purposes of correction, reformation or improvement, for so long as Declarant owns any portion of the Property by the filing of an amended Declaration in the Official Public Records of Parker County, Texas.

(b) Notwithstanding any other provision herein, Declarant reserves the right to extract water from any and all waterways and waterbodies located on any portion of the Property, including but not limited to ponds, for use in the construction of roads and other improvements in the Subdivision. Declarant may extract as much water as

Declarant, in Declarant's sole discretion, determines is necessary for the construction of such herein described improvements.

5.06 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 the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the acceptance and recording of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

[signature page follows]

Executed to be effective upon recording

GKA LAND SALES, LLC

By: 

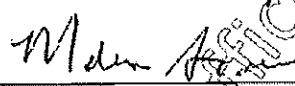
Richard G. Grandy, Director

STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Richard G. Grandy, Director of GKA Land Sales, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed on behalf of such company.

SUBSCRIBED AND SWORN TO BEFORE ME this 5 day of May, 2022.


Notary Public in and for the State of Texas

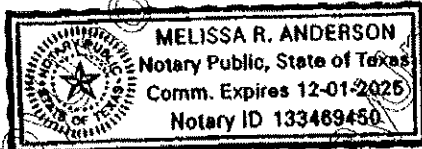


EXHIBIT A

Phase I

All that property described in that certain plat of The Reserve at Shadle, an Addition to Parker County, Texas, being 234.31 acres of land, including but not limited to Lots 1 through 105 of The Reserve at Shadle, filed for record on April 26, 2022, as Document No 202215784 in Cabinet F, Slide 218 of the Plat Records of Parker County, Texas.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

202217519
05/05/2022 02:52:13 PM
Fee: \$90.00
Lila Deakle, County Clerk
Parker County, Texas
RESTRICT