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RESTRICTION

Grantor: STEWART RANCH

Pages: 34

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<b>Recorded On:</b> 05/31/2024 11:00 AM	<b>Notes:</b>
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Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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Christine C. Leftwich  
County Clerk  
Hood County, Texas



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JOHN HALL



**RULES & REGULATIONS  
FOR**

**STEWART RANCH HOA, INC.**  
(A Texas Non-Profit Corporation)

**for the Stewart Ranch Addition to the ETJ of the City of DeCordova Bend,  
Hood County, Texas,  
a Single Family Detached Residential Subdivision**

**Effective Date: July 1, 2024**

**Property Affected**

The “**Property**” that is subject to the Declaration of Covenants, Conditions & Restrictions (herein the “**Declaration**”), is a 207.063 acre tract of land described as Lots 1–75 (being 75 Residential Lots), plus 2 Common Area “Visibility, Access and Maintenance Easement” Lots 76X & 77X, situated in the W. Smith Survey, Abstract No. 522, J. Tandy Survey, Abstract No. 799 and the J. Brooks Survey, Abstract No. 848, is known as the Stewart Ranch subdivision, an Addition to the ETJ of the City of DeCordova Bend, Hood County, Texas, according to the plat thereof recorded in the Plat Records of Hood County, Texas (the “Subdivision”), and shall include and all other Common Areas and Common Amenities, and improvements planned or existing therein on the date the plat of the subdivision is filed of record as a Plat in Slide P-1003 of the Map and Plat Records of Hood County, Texas. The Property is more particularly described by metes and bounds on Exhibit A attached hereto and incorporated by reference herein, plus any “Additional Land” hereafter added to the subdivision and platted of record in Hood County, Texas, Each residential lot in the Stewart Ranch subdivision shall contain at least one acre, with lots varying in size, some from 1-2 acres, some from 2-5 acres, some from 5-10 acres and a couple lots exceeding 10 acres each in size.

**RULES & REGULATIONS**  
**for the**  
**STEWART RANCH SUBDIVISION**

**IN WITNESS WHEREOF**, Declarant has executed this Rules & Regulations for Stewart Ranch HOA, Inc., a Texas non-profit corporation, governing the Stewart Ranch Addition property, an Addition to Hood County, Texas as of this 29<sup>th</sup> day of June, 2024.

**INTRODUCTION**

These Rules & Regulations (herein referred to as the “Rules”), signed and recorded on the \_\_\_\_\_ day of June, 2024, in the Official Records of Hood County, Texas, for Stewart Ranch HOA, Inc., the Homeowners Association (also referred to herein as the “Association” or the “HOA”) for the single family, detached residential subdivision known as Stewart Ranch, an Addition to the ETJ of the City of DeCordova Bend, Hood County, Texas, are made on the day these Rules are executed by Fall Creek Land Partners, LLC, a Texas limited liability company, (“Declarant”), the owner of the “**Property**” that is subject to the Declaration of Covenants, Conditions & Restrictions (herein the “Declaration”), being a 207.063 acre tract of land described as Lots 1–75 (75 Residential Lots, plus 2 Common Area “Visibility, Access and Maintenance Easement” Lots 76X & 77X.

As development and the build-out of Dwellings and other structures and Improvements occur, the Property of the Stewart Ranch Subdivision shall be made subject to the jurisdiction of the homeowners association. The Association is the intended owner legal title owner of the Common Areas within the subdivision, and shall obtain legal title to ownership of such Common Areas as provided herein. These Rules & Regulations shall be effective on the day this document, and any amendments hereto, are recorded in the Hood County, Texas Official Records by Fall Creek Land Partners, LLC (“Declarant”).

**WITNESSETH:**

Rules & Regulations for Stewart Ranch HOA, Inc. in this document supplements and is subject to the Declaration of Covenants, Conditions And Restrictions (referred to herein as the “Declaration”) governing the operations of the Homeowners Association and restricting the property known as the Stewart Ranch Addition property, an Addition to the City of DeCordova Bend, Hood County, Texas, which shall be recorded forthwith in the Real Records of Hood County, Texas; and

**WHEREAS**, Fall Creek Land Partners, LLC, a Texas limited liability company, Declarant, has devised a general plan for the entire Subdivision as a whole, with specific provisions for particular Lots and parcels of the Subdivision. The general plan provides a common scheme of development designed to protect and safeguard the Property over a long period of time; and

**WHEREAS**, this general plan will benefit the Subdivision in general, the lots and parcels that constitute the Subdivision, the Declarant and each successive owner of an interest in the Subdivision; and

**WHEREAS**, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant has restricted the Subdivision according to the Declaration of Covenants, Conditions and Restrictions for the Stewart Ranch Addition, a single family, detached residential Subdivision, an Addition to Hood County, Texas, is made on the day the Declaration was executed by Fall Creek Land Partners, LLC, a Texas Limited Liability Company (“Declarant”), the owner of the single family, detached residential Lots and Common Areas (the “Property”) within the subdivision. The Declaration became effective on the day the Declaration was recorded in the Hood County, Texas Real Property Records by Fall Creek Land Partners, LLC (“Declarant”), and was made in furtherance of this general development plan intended for the benefit of the Declarant and the lot owners (aka “Association Members”) and their respective successors in ownership of lots within the Subdivision from time to time; and

**WHEREAS**, these Rules & Regulations are adopted as authorized by Section 7.3.D and Section 7.4 of the Declaration, which provides:

**7.3 Governing Documents D. Rules & Regulations.** The Rules & Regulations address specific situations that affect owners on a day-to-day basis and may be modified by amendment by the Board of Directors, preferably with input from the Members. The Rules & Regulations must be recorded in the Official Records of Hood County, Texas to be valid and may not be amended to conflict with any of the above Governing Documents. Both the Bylaws and the Declaration specifically authorize the Board to generate or modify Rules and Regulations for the Association, so to the extent these Rules & Regulations conflict with the Declaration’s “Architectural Control” or “Construction Specifications and Use Restrictions,” these Rules & Regulations shall prevail. These Rules & Regulations must be recorded in the Official Records of Hood County, Texas to be valid.

**7.4. Association’s Right to Promulgate Rules.** The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable **Rules & Regulations as a separate Governing Document**, with penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. **Members, Builders and all parties living in or working on properties in the Stewart Ranch Subdivision are required to be aware of and comply with the Rules & Regulations adopted by the Board as part of the Governing Documents of the Association.** In addition to the restrictions contained in the Declaration (Governing Document), each lot is owned and occupied subject to the right of the Board to establish **Rules & Regulations** (a separate Governing Document), and penalties for infractions thereof.

**NOW, THEREFORE**, it is declared and resolved that all of the subdivision shall be held, sold, and conveyed subject to these Rules & Regulations adopted, and as may periodically be amended by the Stewart Ranch HOA, Inc.’s Board of Directors from time to time, as follows:

**RESOLVED** that, effective on the 1<sup>st</sup> day of June, 2024, the Fall Creek Land Partners, LLC’s Board of Directors does hereby declare, adopt and impose these Rules & Regulations for the Stewart Ranch HOA, Inc., a Texas non-profit corporation, set forth below in these Rules & Regulations; and

**FURTHER RESOLVED** that these Rules & Regulations shall bind the Stewart Ranch Subdivision and all lots and lot owners therein, and shall run with the subdivision Property and any title or interest therein, or any part thereof, and shall inure to the benefit of each owner and future owner thereof, and shall be administered and enforced by the Association's Board or by the Board's designated representative as follows:

**WITNESSETH:**

**STEWART RANCH HOA, INC.  
CONSTRUCTION & INSTALLATION RULES**

**Section 1.1 General Restrictions.** The use of the Stewart Ranch Subdivision Lots and Common Property will be subject to the restrictions set forth in the Declaration adopted of even date herewith and in these Rules & Regulations, as they may be hereafter amended by the Stewart Ranch HOA, Inc.'s Board of Directors from time to time.

**Section 1.2 Construction Regulation Guidelines.** Construction vendors and building contractors and subcontractors shall only be permitted inside the Subdivision for construction related activities; and unless permitted by the Association seasonally or on Sundays, or during different hours of the days at the discretion of the Association, their construction related activities presence throughout the land development period until residential lots are determined by the Declarant to be completed and available for residential construction; and thereafter, shall be restricted on Mondays through Fridays from 7:00 a.m. until 7:00 p.m., on Saturdays from 7:00 a.m. until 5:00 p.m., with no presence generally permitted on Sundays. As residential construction begins in Stewart Ranch, construction vendors and building contractors and subcontractors shall only be permitted inside the Subdivision for construction related activities; and unless permitted by the Association seasonally or on Sundays, or during different hours of the days at the discretion of the Association, their construction related activities presence shall be restricted on Mondays through Fridays from 8:00 a.m. until 5:00 p.m., on Saturdays from 8:00 a.m. until 12:00 noon, with no presence generally permitted on Sundays. All owners and contractors shall comply with construction regulations enacted from time to time by the Association. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas and vehicle parking direction; outside storage; restoration of damaged property, conduct and behavior of builders, subcontractors, and owners' representatives on the Property at any time; the conservation of landscape materials; and fire protection. During any construction of improvements on the Property, owner shall provide a debris fence to keep the debris from going on any adjoining Property or into any waterway. The lot owners and building contractors shall be responsible for removing all debris that falls into ponds, creeks or other water features or is scattered into common areas.

**Section 1.3. Nuisance or Annoyance.** No lot or Common Area may be used in any way that: (1) may reasonably be considered to be an annoying activity or to be an annoying sight, sound or odor nuisance to neighbors as determined in the sole discretion of the Association; or that (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; or that (3) may endanger the health or safety of residents of other lots; or that (4) may result in the cancellation of insurance on the Property; or that (5) violates any law. As specific examples, but not limitation, the use of outdoor mercury lighting is expressly prohibited, and a lot's outdoor lighting must not allow a beam or bright light to be directed into the windows of another residence,

nor may an outdoor lighting beam or bright light be allowed to be directed into a street. The Association's Rules may prohibit the use of loud, disturbing, or objectionable, noise-producing, security devices and wind chimes. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Violations of Restrictions in the Declaration and of any provision of these Rules & Regulations may be determined to constitute a nuisance or annoyance subject to enforcement by the Association's Board of Directors.

**Section 1.4. Dwelling New Construction.** As stated in Section 7.6 of the Declaration, and repeated here in order to emphasize the order of construction of structures in the Stewart Ranch subdivision, a "Principal Dwelling" must be constructed on each lot in the Stewart Ranch subdivision before the construction of any other structure. The construction of a dwelling must be started promptly after the ACC approves the dwelling's plans and specifications. Any building, structure or improvement whose construction has commenced on any lot must comply with the Association's Rules & Regulations, as amended.

**Section 1.5. Erosion control is required.** The restrictions set forth herein are imposed on each lot to ensure the control of erosion and siltation by requiring work in accordance with national E.P.A. standards and TCEQ SWPPP requirements, but not less than the use of silt barrier fence on the lower or storm water run-off side of each and every lot during construction as described herein. Natural, undisturbed vegetation areas may be substituted for silt fence area when the vegetation area is a minimum of ten feet (10') in width and a minimum of forty percent (40%) coverage as per E.P.A. standards. Steel posts which support the silt fence shall be installed on a slight angle toward the anticipated runoff source. Posts must be embedded a minimum of one foot (1'). The toe of the silt fence shall be trenched in with a spade or mechanical trencher so that the down slope face of the trench is flat and perpendicular to the line of flow. Silt fence should be securely fastened to each steel support post or to woven wire, which is in turn attached to the steel fence post. There shall be a six inch (6") double overlap, securely fastened where ends of fabric meet. Silt fence shall be removed when the site is stabilized so as not to block or impede storm flow or drainage. Accumulated silt shall be removed when it reaches a depth of six inches (6"). The silt shall be disposed of in an approved site and in such a manner as to not contribute to additional siltation. Lot Owner and builder are exclusively responsible for engineering and construction of site drainage and finished floor elevation.

Upon formal, written approval by the Architectural Control Committee (referred to herein as the "ACC"), construction projects or other improvements shall commence within 90 days of the approval date and shall be prosecuted diligently to completion within twelve (12) months of commencement unless an extension is granted in writing by the ACC. If construction is not underway within the 90-day timeframe, the approval and all waivers will expire and a new approval must be made to the ACC before construction may commence. If construction is not completed within the required 12-month period, then after notice and hearing as provided in the Bylaws, the Association may impose a fine of \$50 per day on the owner of the lot until construction is completed or an extension is requested by Owner and granted by the Association, or the Owner can show to the satisfaction of the Board of Directors that the delay is due to circumstances beyond the Owner's control.

**Section 1.6. O&G Wells and Storage Tanks and Utility Equipment.** No well from which oil or gas is to be produced shall be dug; nor, except for any existing oil or gas facilities on

the Property, shall oil or gas, or commercial or community water works operated by public agencies, duly certified public utility companies, water storage tanks or reservoirs, or any installation of power, telephone, or other utility lines (wire, pipe, or conduit), be made or operated anywhere on the Subject Property, and further except in connection with rain barrel or a rainwater harvesting system and its related water storage tanks as permitted in Section 1.54 hereinbelow.

**Section 1.7. Construction Trash.** No construction trash, ashes, garbage or other refuse shall be thrown or dumped on any area within the Property except in a metal trash dumpster, which must be placed on the Lot as form boards for the foundation are set in place. Prior to the delivery of a metal trash dumpster, all paper and construction crew's meal and snack debris, drink bottles and cans, and other debris must be picked up and disposed of daily to maintain a clean job site. Thereafter, no construction trash, ashes, garbage or other refuse shall be thrown or dumped on any area within the Property except in a metal trash dumpster. Except as permitted hereinbelow, there shall be no outdoor burning of trash or other on-site disposal of refuse.

**Section 1.8. Temporary Structures.** No temporary structures shall be permitted except as may be determined to be necessary during construction and as are specifically authorized in writing by the Association.

**Section 1.9. Prohibited Construction Practices.** The following practices are prohibited:

- A. Allowing concrete suppliers and contractors to clear their equipment other than at a location designated for that purpose by the Association;
- B. Removing any rock, plant material, top soil or similar items from any property of others; or
- C. Use of surface water for construction.

**Section 1.10. Air Conditioners.** Air conditioning equipment may not be installed in the front yard of a dwelling. Window air conditioning units are prohibited.

**Section 1.11 Colors & Color Changes.** The colors of buildings, window treatments visible from the street or from another dwelling, fences, walls, exterior decorative items, and all other improvements on a lot are subject to regulation by the Architectural Control Committee. Because the relative merits of any color are subjective matters of taste and preference, the ACC determines the colors that are acceptable to the Association. Lot owners cannot change or add colors that are visible from the street, a Common Area, or another lot without the prior written approval of the ACC.

**Section 1.12 Window Covering Criteria.** No reflective materials, including, but not limited to, aluminum foil, reflective screen or glass, mirrors or similar type items, or temporary window coverings such as newspapers or bed sheets shall be installed or placed upon the outside or inside of any windows of any home without the prior written approval of the Association. No drapes, blinds, shades, awnings or other items noticeably affecting the exterior appearance of a home shall be constructed or installed in any home without the prior written consent of the

Association. The ACC may require an owner to change or remove a window treatment that the ACC determines to be inappropriate or unattractive. The ACC in their sole discretion may prohibit the use of certain colors, materials or inappropriate designs or graphics for window treatments.

**Section 1.13 Residential Occupancy.** Other than the completed Principal Dwelling, if a Guest Dwelling is approved by the ACC to be constructed on a lot, no other thing or structure on a lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, a carport, mobile homes, recreational vehicles, campers, tents, workshops, storage sheds or any other type of accessory building.

**Section 1.14 Garage Use and Enclosure Restrictions.** Without the Association Board's prior written approval, the original or any detached garage area of a lot may not be enclosed or used for any purpose that prohibits the parking of at least two standard-size operable vehicles in the original attached garage and at least one standard-size vehicle in any detached garage. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving. All garages, including detached garages, will be located on the Tract according to the ACC approved building site plan.

**Section 1.15 Exterior Accessories and Lighting.** Installation of all exterior items and surfaces, including address numbers on dwellings all decorative hardware, external ornamentation, all exterior lighting and light fixtures, and exterior paint and stain, is subject to the ACC's prior approval, including approval of design, color, materials, and location. Notwithstanding such prior approval, upon being given notice by the ACC that any exterior light is objectionable, the owner of the lot on which the lighting is located must immediately remove or shield the light in such a manner that it is no longer objectionable to any neighbor or unsafe to motorists on the streets.

External lights which may have been permitted by the ACC to be on the external walls of garages, on roofs, or on the eaves, external walls, porches, or other external areas of any dwellings, must be no more than 100 watts and be recessed under roofs or eaves and shielded so that all light is reflected upward or downward, not shining on neighbor's lots or dwellings or into the private streets or traffic. No mercury or halogen lights will be permitted.

Low-voltage lighting is permitted in planted areas to up-light plants, trees, or walls provided that such lighting does not shine on neighbor's lots and homes. Such lights must be switch-operated, either manually or by electronically controlled (timed) switches.

**Section 1.16 Landscaping and Yard Installation.** Prior to the completion of construction of a house on a lot, the Owner must submit a "Landscaping Installation Plan" to the Association's ACC, or to the Association's Manager in charge of ACC approvals. Each lot on which a dwelling is constructed shall have completed landscaping and a front, side and rear yard underground sprinkler system installed and maintained in compliance with the requirements of Hood County and approved by the ACC. Prior to occupancy of a house in the Stewart Ranch subdivision, subject to the approval of the ACC, an area of the front, side and rear yards of the house must be laid in grass sod. The Landscaping Installation Plan must contain a specific landscape design plan that provides for at least three (3) new or existing trees in the front yard approved by the Association with a caliper equal to or exceeding three inches. These trees must be a species of native hardwood trees approved by the Architectural Control Committee, and must



be located in the front or rear yards. The plan must also provide the footprint design and the planting location, and type, size and number of shrubs, ground cover and grass in the planting beds and approved lawn area along the front, sides and rear of the house that are visible from the street abutting the dwelling, a neighbor or a common area, and be of a sufficient quality, quantity and design to be compatible with the Stewart Ranch subdivision, as approved by the Board or the ACC.

Weather permitting, landscaping on lots where a house is being constructed shall be completed following the earlier to occur of the date sixty (60) days following the date of issuance of a certificate of occupancy, or thirty (30) days after the date the home is first occupied. The utilization of non-living objects such as ornaments or other types of yard or religious art in the landscape, sometimes referred to as “**Yard Art**,” must be harmonious with the character of the neighborhood and must be approved by the Association. Whether yard or religious art in the landscape is harmonious with the character of the neighborhood is a subjective determination that is in the absolute discretion of the ACC. Individual expression is permissible so long as it does not detract from this goal.

All landscaping of lots and homes owned by parties other than the Declarant shall be installed by the lot owners as follows:

- A. **Irrigation Systems.** Properly installing a lot’s irrigation and sprinkler system and heads at the proper ground level of the lot to allow good drainage off the lot prior to occupancy of any home in the Stewart Ranch subdivision is the lot owner’s responsibility. Sprinkler heads shall not be allowed to be installed within five feet (5’) of any road or pond or surface water retaining wall.
- B. **Implementation of Efficient Irrigation Systems.** Per Section 202.007 of the Texas Property Code, the Association authorizes the installation of efficient irrigation systems, such as underground drip and other drip systems. In general, irrigation may be provided manually by water hoses, or automatically with pop-up sprinkler systems, underground drip systems, other drip systems or a combination thereof. No sprinkler heads shall be allowed to be installed within five feet (5’) of Tradition Drive or any seawall bulkhead.
- C. **Prohibited Irrigation from Ponds.** Irrigation of owners’ lots from any ponds on the property, or from any other surface water feature on the property, is prohibited without exception, and shall be subject to enforcement as provided in the Declaration Section 7.40 Enforcement, which is repeated for consistency below in Section 1.62 of these Rules, plus fines assessed against the lot and the lot owner by the Association of at least \$50.00 per day during the irrigation violation. No additional notice to a violating Member of an irrigation violation shall be required.
- D. **Yards and Flower Beds.** Following the owner’s receipt of written approval from the ACC, all yards and/or flower beds must be properly installed in accordance with the approved landscaping plan. If not, the Association or the Association’s professional Manager may impose an administrative fee and a fine, if determined by the Association to be warranted.

- E. **Public Right-of-Ways.** The trees may be located in the public right-of-way provided that all private licensing requirements of the Hood County rules and regulations and charter are met;
- F. **Required Trees.** Required trees may be existing trees on the lot if the following provisions are met:
- (i) The trees are of the correct size, location and approved species;
  - (ii) The trees were protected during construction; and
  - (iii) The trees are in a healthy growing condition at the time of inspection.
- G. **Landscape Maintenance.** For Landscape Maintenance, refer to Section 1.71 Landscaping Maintenance of the Rules & Regulations set forth below.

**Section 1.17 Screening.** The ACC may require that the following items must be screened from the view of the public and neighboring lots and dwellings, if any of these items exists on the lot: (1) lake irrigation pump equipment; (2) above ground propane tanks; (3) air conditioning equipment; (4) yard maintenance equipment; (5) stone, rock, brick or wood piles and compost piles; (6) accessory structures that do not have prior approval of the Declarant, the Board or the ACC; (7) garbage cans and refuse containers; and (8) anything determined by the Board to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with masonry or metal fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity to serve as an effective screen. As used in this Section, "screened from view" refers to the view of a person in a passenger vehicle driving on the Stewart Ranch interior roads, or the view of a person of average height standing in the middle of a yard of an adjoining lot. Clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind are not permitted in the Subdivision.

**Section 1.18. Driveways and Parking Restrictions.** The driveway portion of a Lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage or to the Principal Dwelling, the Guest Dwelling or an auxiliary building. Without the Association's Board's prior approval, a driveway may not be used: (1) for outdoor storage purposes, including storage of RVs, boats, camper trailers, jet skis, trailers, trucks, commercial vehicles, tractors, mowers and related landscape maintenance equipment, inoperable vehicles, and other types of similar vehicles and equipment; or (2) for repair or restoration of vehicles, boats, or trailers. Vehicles shall not be parked on any non-paved portion of any lot.

**Section 1.19. Lot Fencing and Retaining Wall Requirements.** All fencing described in this Section 1.19, plus any front yard fencing permitted in Section 1.19 D below, or privacy fencing permitted in a lot's backyard or side yard permitted in Sections 1.19 E below, shall only be permitted following the written approval of the ACC. The use of wood privacy, wooden pickets, wood, vinyl or plastic, chain link, barbed wire, hog wire, rock, brick, unfinished concrete block, and similarly undesirable fencing materials, as determined in the sole discretion of the Architectural Control Committee, is prohibited. Fencing exceptions designed and used for dog runs, must not be visible from the street, and must be approved by the ACC in its sole discretion. The fencing restrictions herein are subject to the ACC's right to adopt additional or different

specifications for construction or reconstruction of fences and walls. Retaining walls must be constructed entirely with ACC-approved design and materials; however, railroad ties may not be used for a retaining wall.

Unless the construction of fencing and retaining walls on common boundary lines of adjacent lot owners is agreed in writing in a recordable agreement between the owners of such adjacent Lots, the construction shall be at the sole expense of the lot owner choosing to build the fence or retaining wall. However, all maintenance and repair of fences and retaining walls on common boundary lines of adjacent lot owners shall be the joint and equal responsibility of the adjacent lot owners. A fence or retaining wall located on or near the dividing line between two Lots and intended to benefit both Lots constitutes a **“Party Wall Fence”** and, to the extent not inconsistent with the provisions of this provision, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions. Matters concerning party fences and party walls of adjoining lots are governed by the general rules of law concerning party walls and party fences.

**Section 1.20. Fencing Classifications – Boundary Fencing Restrictions of Subdivision Lots** for purposes of this Section 1.20, shall apply to three classifications of Subdivision Lots, referred to herein as (1) **“Interior Lots”** and (2) **“Cleburne Hwy Perimeter Lots”** and (3) **“Neighbor Bordering Lots”** defined above in Declaration Sections 1.21, 1.22 and 1.23. **“Interior Lots”** 11-26, Lots 42-58, and Lots 67-72 are all the Subdivision lots other than (i) the lots which have a boundary in common with the contiguous roadway boundary of Cleburne Highway, alongside but outside the Subdivision (known herein as the **“Cleburne Hwy Perimeter Lots”**), or (ii) the lots which share a boundary in common with privately owned properties outside the Subdivision (known herein as **“Neighbor Bordering Lots”**). Specifically, the **Cleburne Hwy Perimeter Lots** are Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 27, 28 and 29; and the **Neighbor Bordering Lots** are Lots 30-41, Lots 59-66, and Lots 73-75.

**Section 1.21. Lot Perimeter Specifications.** Except as provided below for **Cleburne Hwy Perimeter Lots** and **Neighbors’ Privately-Owned Bordering Lots**, or for **Interior Backyard and Side Yard Privacy Fences**, in Section 1.21 A-G below, all fencing on the Stewart Ranch residential lots shall be all-black fencing constructed of four feet (4’) tall, black steel pipe fencing, with a horizontal black steel pipe top rail, and with 2” by 4” no-climb Horse wire mesh, plus if desired by the lot owner, smaller mesh wire up to two feet (2’) tall from the ground, intended to contain small pets (as may be approved by the ACC), both large and small wire mesh being attached to the lot’s interior side of the fence. All Subdivision and Lot Perimeter Fencing must have metal anchor posts set in concrete no more than ten feet (10’) apart at a depth of at least two feet (2’) in the ground, with the wire mesh fencing between anchor posts installed 2” above the ground to permit grass and weed maintenance. All subdivision Interior Lot Fencing containing gates approved by the ACC must have in-line gates.

**Fencing Rules for the various lot boundaries and inside lot locations are:**

A. **Perimeter Fencing of Lots.** Except for the fencing categories provided for in subsections 1.21. B, C, D and E below, the choice to install any “Side” or “Front” or “Rear” Perimeter fencing of Interior Lots shall be at the discretion of the individual lot owners following written approval received for the lot owners from the ACC. And except as may

be agreed in writing in a recordable agreement between owners of adjacent Lots, owners of lots adjacent to a lot whose owner chooses to build an Interior Lot Perimeter Fence, shall have no obligation to contribute to the cost of the construction of the fence. However, all neighboring lot owners shall have the right to connect to such lot owners' ACC-approved and constructed Interior Lot Perimeter Fence.

**B. Cleburne Hwy Perimeter Lots Fencing.** The owners of the Cleburne Hwy Perimeter Lots shall have the **choice** to install any ACC-approved perimeter fencing on and along the borders of their lots, with the **exception** of either fencing or landscape barrier screening which shall be required by the Architectural Control Committee (ACC) on a lot-by-lot basis on and along each **such lot's common boundary with the contiguous Cleburne Hwy roadway**. By way of explanation, some lots may already have a full or partial natural landscape barrier of trees along their common boundary with the Cleburne Hwy, which the ACC, in consultation with each such lot owner, may determine will provide an acceptable screen barrier in whole or in part. That ACC-required fencing or approved landscape barrier screen must be installed, repaired and maintained by each such lot owner, at the lot owner's sole expense. The lot owner shall install or not install a lot boundary fence at his or her own risk.

**C. Neighbors' Privately-Owned Bordering Lots Fencing.** The owners of the Subdivision's Neighbors' Privately-Owned Bordering Lots shall have the **choice** to install any ACC-approved perimeter fencing on and along the borders of their lots, with the **exception** of either fencing or landscape barrier screening which may be required by the ACC, in consultation with each such lot owner, on a lot-by-lot basis on and along each **such lot's common boundary with the Cleburne Hwy or with the contiguous privately owned properties outside the Subdivision**. That ACC-required fencing or approved landscape barrier screen must be installed and maintained by each such lot owner, at the lot owner's sole expense. Otherwise, the lot owner shall install or not install a lot boundary fence at his or her own choice and risk. The choice to install any "Side" boundary fencing on the subdivision's lots shall be at the discretion of the individual lot owners, following written approval received from the Association's ACC. The construction of the Side boundary fencing of the residential lots shall be at the sole expense of the lot owner choosing to build the fence. Except as may be otherwise agreed in writing in a recordable agreement between owners of adjacent lots, an owner purchasing a lot adjacent to a lot whose owner has individually chosen to build a fence along the Side Common Boundary with such adjacent lot, shall be obligated at the closing of the lot purchase by the purchaser of the adjacent lot to pay to the lot owner who built the fence the original construction cost of the Common Side Boundary Fence, less twenty percent (20%) of the original construction cost of the fence for each year since the date of completion of the fence. The Title Company closing the adjacent lot owner's purchase of his or her lot shall be instructed to pro rate a partial year based on a 365 calendar day year. The lot owner who built the fence must present to the Title Company the Contractor's dated Invoice, signed by the fence Contractor, acknowledged by a Notary Public. At the expiration of five years from the date of construction of the fence, or in the absence of the receipt by the Title Company of the Contractor's dated Invoice, signed by the fence Contractor, acknowledged by a Notary Public, the new adjacent lot owner shall have no obligation to contribute to the

construction cost of the Side Boundary Fence.

D. **Front Yard Perimeter Security Fencing.** Front Yard Perimeter Security Fencing extending along the sides and front yard of the lot designed to extend from the front line of the Principal Dwelling to the street-front line of the lot is permissible, conditioned upon the ACC's discretionary approval of the type, design, color, materials, dimensions and other specifications of such fencing, which must at a minimum be all-black fencing constructed of steel anchor posts set in concrete no more than ten feet (10') apart at a depth of at least one foot in the ground, open view, low profile, minimum height of four feet (4') to a maximum height of six feet (6') tall, and be constructed either of ornamental metal or aluminum materials, with open vertical tines four inches (4") apart. Subject to receiving written approval from the Architectural Control Committee, it shall also be permissible if the lot owner elects to install a small wire mesh designed to contain a small dog. The wire mesh must be attached to the lot's interior (inside) of the fence to a maximum height from the ground of two feet, installed 2" above the ground to permit grass and weed maintenance. Front yard perimeter security fences, and other lot perimeter security fences may, if approved by the ACC, contain Security Cameras, Motion Detectors and other security equipment. The Association's ACC may however prohibit the installation or use of a security camera or other security device in a place or manner which may in the ACC's discretion invade the privacy of another lot owner or become a nuisance to neighboring lot owners. Such prohibition however shall be done in such a manner as to not negatively impact the security of the requesting property owner's private property.

E. **Interior Backyard and Side Yard Privacy Fences.** Interior Backyard and Side Yard Privacy Fences are permissible, although backyard or side yard privacy fences may not be constructed between the front line of the Principal Dwelling and the front street property line. All backyard and side yard privacy fences design, specifications and location must be approved by the ACC prior to construction. All interior backyard or side yard privacy fences shall only be permitted by the ACC to be constructed near the rear of a Principal Dwelling for such purposes as to contain small children and domestic pets, or to surround and protect, as required by the Texas Property Code, such private amenities and activities in and around a swimming pool or children's playground, or similar equipment, patios, pergolas, etc., and must contain child-safety gates and be all-black fencing constructed of steel anchor posts set in concrete no more than ten feet (10') apart at a depth of at least eighteen inches (18") in the ground, open view, low profile, minimum height of four feet (4') to a maximum height of six feet (6') tall, and be constructed either of ornamental metal or aluminum materials, with open vertical tines 4" apart. Subject to receiving written approval from the ACC, it shall also be permissible if the Lot Owner elects to install a small wire mesh designed to contain a small dog. The wire mesh must be attached to the Lot's interior (inside) of the fence to a maximum height from the ground of two feet, installed 2" above the ground to permit grass and weed maintenance.

F. **Domestic Pets Containment Fencing.** Any Architectural Control Committee approved "No-climb Horse Wire" or "Small Pet Fencing" designed to contain domestic pets must be installed at least two inches (2") above ground level to allow easy weed-eating landscape maintenance. Materials and installation and maintenance labor of any "Small Pet Fencing" shall be at the lot owner's expense. If the "Small Pet Fencing" is not properly

maintained by the lot owner in the sole discretion of the Association, the Association may require or cause such fencing to be removed at the lot owner's expense.

G. **Maintenance and Repair of Lot fencing by Lot Owners.** All residential lot fences and landscape screening barriers shall be maintained and repaired by and at the expense of the lot owners. Residential lot fencing may not be altered, removed or replaced by or at the discretion of any lot owner without the prior written approval of the ACC.

**Section 1.22. Accessory Structures, Spas and Swimming Pools.** Accessory structures, such as dog houses, gazebos, storage sheds, playhouses and greenhouses may not be located in front yards or in unfenced portions of side or rear yards. Nor may hot tubs, spas or swimming pools be located in front yards or in unfenced portions of side or rear yards. Accessory structures shall not be permitted on any Lot without the approval of the ACC or the Board if it is or would be visible from any street, exceeds twelve feet (12') in height, or has a footprint of more than ten feet (10') by twelve feet (12'), totaling more than one hundred, twenty (120) square feet. Spas, hot tubs and swimming pools must also receive the approval of the Architectural Control Committee before being allowed to be constructed.

**Section 1.23. Swimming Pools and Property Excavation Approvals.** Pool plans and construction will require the prior written approval of the ACC. Above ground pools are expressly prohibited. Hood County should be contacted by the Owner to determine safety requirements for all pools. All Owners and residents must comply with all pool safety requirements of Hood County and all other applicable governmental authorities.

No excavation shall be made except in connection with improvements to the Property approved as provided in the Governing Documents. For purposes of this Section "excavation" shall mean a disturbance of the surface of the land (except to the extent reasonably necessary for approved landscape planting), which results in a removal of earth, rock, or other substance to a depth of more than 18 inches below the natural surface of the land. Prior to construction of a below ground swimming pool, an Owner should contact the Association to coordinate the point of construction access and assure that damage is not done to Common Property.

Pools may not be backwashed into drainage ditches, drainage-ways, Lake Granbury or Tradition Way, or into other portions of the Common Property. All backwash water is to be retained on the owner's lot. If necessary, a hole should be dug and filled with rocks ("French drain") to provide for the needed on-site water drainage capacity. Swimming pool construction and fencing requirements may also be regulated by Hood County.

**Section 1.24. Sports Courts and Basketball Goals Approvals.** Sports Courts, such as Tennis Courts and Pickle Ball Courts, are not expressly prohibited by the ACC, but shall only be allowed in approved locations on certain lots to avoid becoming a disturbance or nuisance to residents of neighboring lots. The determination by the Committee to allow a sports court on a Lot shall be based on factors such as the size of the lot, the desired placement of the sports court and the visibility of such sports court and its lighting to avoid any negative affect on an adjoining lot. Any Owner desiring to construct a sports court on his lot must submit plans and specification in writing to the Committee as provided in these Rules & Regulations. Except as may otherwise be permitted by the Board from time to time in special circumstances without creating precedent

that must be followed in the future, the hours of sports court play or the use of any basketball goals shall be limited to be from 8:00 a.m. until 9:00 p.m. daily.

Permanently installed basketball goals, backboards and nets shall only be permitted if their design and installation location, sufficiently set back from the street, as determined in the sole discretion of the ACC are approved. Basketball goals which are freestanding and portable shall be permissible when in use during play on any Owner's lot during daylight hours if they are visible from Tradition Way; but they are not permitted to remain on any lot when not in play or overnight if they are visible from an interior street in Stewart Ranch. The Association's Board of Directors may in their discretion extend the "not in play or overnight rules" in special circumstances without creating precedent that must be followed in the future. Attachment of basketball goals, backboards and nets to walls or roofs of any structures is expressly prohibited.

**Section 1.25. Television, Electronic Equipment, Etc.** Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property.

Antennas, satellite or microwave dishes, and receiving or transmitting towers are prohibited within the Property, unless they are designed to receive video programming services via multipoint distribution services (MDS) if located inside the structure (such as in an attic or garage) so as not to be visible from outside the structure.

The Association may adopt reasonable rules and the ACC may grant a Variance modifying the size restrictions herein and for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

**Section 1.26. Animal Restrictions.** No animals, permitted domestic pets not listed below, livestock, or poultry (except as permitted below for chickens, excluding roosters), hogs, pigs, swine, cattle, horses, goats, birds, fish, snakes, other free-range reptiles, or insects of any kind may be kept or maintained on the Property. except as authorized herein or by written approval granted by either the HOA's Board of Directors (herein the "HOA"), or by the ACC. Without infringing on the rights of adjacent lot owners, in the HOA's or the ACC's sole discretion, approval may be authorized, on conditions individually established by the HOA or the ACC. Animals may not be raised, or bred anywhere on the Property for any commercial purpose or for food.

Customary domesticated household pets may be kept for personal companionship subject to these rules and newly adopted rules by the Association's Board of Directors. The Board may adopt, amend, and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. If the rules fail to establish animal occupancy quotas that work for the Stewart Ranch community, the Board may amend the Rules as necessary.

Dogs, cats, caged birds, and aquarium fish are "**permitted pets**" and shall be subject to all of the Restrictions and any Rules & Regulations adopted and recorded in the Hood County Official Records by the HOA. Any animals, other than those listed as "permitted pets" or "permitted horses" or other Declarant, HOA or ACC-approved "permitted livestock" must receive Written Consent from the Board to have an animal kept in an owner's residence or on any owner's lot. The required Written Consent for such must also be signed and acknowledged

by the animal's owner or custodian. Continual barking or other unpleasant animal noises, or animals dangerous to people, or that destroy neighboring owners' property, or that injure or kill permitted pets are specific examples of animals that may be deemed by the HOA, in its sole discretion, to be an "annoyance" or "nuisance" in violation of these Restrictions, that the HOA may require to be removed.

No more than five (5) domesticated household pets may be maintained on each lot. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other lots. Pets must be maintained inside the dwelling or may be kept in a fenced yard only if they do not disturb residents of other lots. Any pets permitted by a resident to be outdoors outside of owners' fenced yards in the subdivision must be strictly controlled by such resident, either on a leash, or physically held by the resident, or otherwise physically contained and controlled. Every resident is responsible for the removal of his or her pet's wastes from the Common Area or the lot of another owner. All dogs and cats must be properly vaccinated and tagged for health, safety and identification.

Permitted Livestock shall be poultry, such as chickens (excluding roosters), which must be kept and maintained on the owner's lot in an outdoor structure and on conditions approved by the ACC. Owners of **Permitted Poultry Livestock** shall be required to receive Written Consent from the ACC for up to a maximum of eight (8) chickens (excluding roosters) to be kept or maintained on an owner's lot. The chickens must be housed in an outdoor structure on conditions approved by the ACC in the Written Consent issued by the ACC. And chickens and other "permitted livestock" receiving the Board's Written Consent for FHA or 4-H or similar projects shall be permitted for the education and enjoyment of children or grandchildren of the owners, not for breeding or other commercial purposes. However, the chickens may be kept and maintained for the production of eggs.

And "Permitted Livestock" shall be horses permitted by the ACC to be kept on the rear portion of such lots behind the lot's front two (2) acres of a select few of the residential lots of at least four (4) acres in size. All Permitted Livestock must have received **Written Consent** from the ACC to have such an animal kept or maintained on the owner's lot. A letter providing the required Written Consent for such animals from the HOA permitting the owner to keep such an animal on any such owner's lot, must be signed and acknowledged by the animal's owner or custodian. Such Permitted Livestock having received the required Association's Written Consent may be kept or maintained on the Property and shall be subject to all the conditions of the Written Consent and to all of the Restrictions and Rules and Regulations of the Association. If the Board's Written Consent is not obtained by the owner, the Board may in its sole discretion, without liability, may require the animal's owner to immediately remove the animal from the property; or without liability, the Association may use self-help at the animal owner's expense to remove the animal.

All animals shall be kept in such a manner so as not to disturb the other residents, regardless of whether the animal is inside or outside an owner's residence. No pet will be permitted to remain on the property if its barking, whining, screeching or other noise is loudly audible and a credible nuisance preventing other residents from generally experiencing peaceful enjoyment of their homes during extended or repeated periods of time. The Association shall have the sole and absolute discretion to determine what constitutes a credible nuisance of this nature and degree. If an animal becomes obnoxious, threatening or dangerous to other owners or their



permitted pets, in the sole discretion of the Association, the owner or person having control of the animal shall be given a Written Notice from the Board to correct the problem or, if not corrected, the owner, upon three (3) days' written notice, shall be required to remove the animal.

If in the sole judgment of the Association or the Association's designated representative, it is determined that the animal's owner or custodian has either (1) abandoned the animal, (2) left the animal in the residence or another structure or enclosure for an extended period of time without food or water, (3) failed to care for a sick animal; or (4) violated any other of the Association's animal rules, or (5) disturbed neighbors or other residents, and has been in repeated violation of these rules, and the owner or other custodian of the animal has failed to cause the violation to be corrected, the Association or its designated representative may remove, or cause the removal of the animal from the subdivision, if necessary, after first leaving a Written Notice in a conspicuous place. Reasonable charges and fines will be imposed for picking up, keeping and caring for an animal, or for reporting or delivering them to the Humane Society or to Hood County or any other applicable Animal Control.

Additionally, if necessary, the Association or its designated representative may immediately remove, or cause the removal of an animal, if in the sole judgment of the Association or the Association's designated representative, the animal's owner or custodian has:

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

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

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

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

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

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

**Section 1.27. Pooper Scooper.** No resident may permit his or her pet to relieve itself on any portion of the Common Property without the resident's removal and proper disposal of the Pet's feces. The Association may levy a fine against a lot and its Owner each time feces is discovered on the Common Property, which is from an animal in the custody of such lot's resident or Owner.

**Section 1.28. Domestic Trash.** This Section 1.28 is in addition to Section 1.7 Construction Trash above. No trash, ashes, garbage or other refuse from any lot (herein referred to as "Domestic Trash") shall be allowed to be thrown, dumped or remain on any area within the Property. There shall be no outdoor burning of trash or other on-site disposal of refuse. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, and except in preparation for pick-up on scheduled trash pick-up days, all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbances. Plastic trash bags are not permitted to be stored outside a dwelling or other enclosed structure, but trash bags may be placed at each lot's street side, available for trash pick-up, up to four hours prior to scheduled trash pick-ups. All owners and their lessees and guests shall place their trash, garbage and refuse for pick-up in areas next to Tradition Way and the lot's entry driveways into the Lots as designated from time to time by the trash pick-up service company under contract with the Association, or as may be designated from time to time by the Association's Board. Owners and their lessees and guests shall not put out trash, ashes, garbage or other refuse for pick-up prior to 5:00 p.m. on the calendar day preceding the day upon which same is to be picked up and removed, and shall ensure that empty trash receptacles are removed by midnight on the day of trash pick-up. The Association encourages Owners to arrange for neighbors to assist them in complying with this Section 1.28 whenever they plan to leave on vacation or are away from the lot for other extended periods of time.

**Section 1.29. Speed Limit on Subdivision Interior Roads.** Subject to regulation by Hood County or by amended traffic or safety rules adopted by the Association's Board of Directors, speed limits, initially designated by the Association shall be fifteen (15) mph on the subdivision's interior roads, and shall be as otherwise designated in Rules adopted periodically by the Board, following any required prior approval of Hood County.

**Section 1.30. Vehicles.** All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section 1.30 and any Rules as hereafter adopted by the Board. The Board may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. Vehicles must be parked in the garage or driveway of the vehicle owner's lot. Vehicles shall not be parked on any non-paved portion of any lot. The Board may cause the removal of any vehicle in violation of the Rules without liability to the Owner or operator of the vehicle. Recreational vehicles ("RVs") must be stored under a permanent covered structure approved by the ACC.

**Section 1.31. Prohibited Vehicles.** Except for drop-offs and pick-ups of people or materials, or as authorized by the Board in special circumstances for special events, no trucks, trail bikes, motorcycles, recreational vehicles, motor homes, motor coaches, campers, trailers, boats or boat trailers, marine craft, hovercraft, aircraft, ATV, bus, commercial truck cabs, or similar vehicles shall be parked, stored or in any manner kept or placed on any of the Interior Streets in

the Stewart Ranch subdivision, or on any portion of a lot other than in an enclosed garage, or in any other auxiliary structure approved by the ACC. However, invited guests visiting permanent residents of Stewart Ranch in customary personal passenger vehicles shall be permitted to temporarily park in the driveways of the host resident's lot during the day, evenings, or overnight for up to forty-eight (48) hours during any month.

Without prior written Board approval, no vehicles which are not customary personal passenger vehicles, and any vehicle or equipment, or unregistered automobile or truck, which the Board deems to be a nuisance, unsightly, or inappropriate, may be parked for storage in a driveway, or on any of the Interior Streets in the Stewart Ranch subdivision, or on any portion of a Lot other than in an enclosed garage, or in any other Accessory building approved by the ACC.

As an exception to this prohibition, and subject to compliance with all other parking rules, recreational vehicles, motor homes, and travel trailers shall be permitted to temporarily park in an owner's driveway during loading and unloading for up to forty-eight (48) hours per stay, but no more than twenty (20) days total per calendar year. No such vehicle shall be used as a residence or office temporarily or permanently.

Vehicles that transport inflammatory or explosive cargo, except those used by a Builder during the construction or repair of improvements, are prohibited from the Property at all times.

Nor shall this restriction apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity. This restriction shall not be deemed to prohibit commercial and construction vehicles in the Stewart Ranch subdivision in the ordinary course of business from making deliveries or otherwise providing service to the Property or for the construction of homes or other improvements on the lots of owners.

No work on automobiles or other vehicle repair shall be permitted to be performed in any visible or exposed portion of the Property except in emergencies. The Board may effect the removal of any vehicle in violation of this Declaration or the Rules without liability to the Owner or operator of the vehicle.

Vehicles may only park on any Interior Street within the Stewart Ranch subdivision with special written permission from the Board or its designated representative on special occasions. For traffic safety, vehicles authorized to park on any Interior Street within the Stewart Ranch subdivision must only park on the right side of the street, facing in the same direction of traffic on that side of the street.

**Section 1.32. Abandoned, Inoperable or Oversized Vehicles.** Except as permitted by this Section 1.32, no abandoned or inoperable automobiles or oversized vehicles shall be stored or parked on any portion of the Property. An "abandoned or inoperable vehicle" shall be defined as any vehicle, which has not been driven under its own propulsion for a period of two weeks or longer; provided, however, this shall not include vehicles parked by an owner while on vacation. "Oversized" vehicles, for purposes of this Section, shall be a vehicle, which is too high to clear the entrance to a residential garage. A written notice describing the abandoned or inoperable or oversized vehicle and requesting its removal may be personally served by the Association or its designated agent upon the owner or posted on the unused vehicle. If such vehicle has not been removed within forty-eight (48) hours after notice has been given, the Association shall have the

right to remove the vehicle without liability, and the expense of removal and any storage expenses, plus a fine, shall be charged against the owner.

**Section 1.33. Trailers, Recreational Vehicles, Boats.** All trailers, travel trailers, tractors, graders, recreational vehicles (RVs), ATV'S, boats, other watercraft, campers, wagons, buses, motorcycles, motor scooters, and lawn and garden maintenance equipment, and similar equipment, shall be kept at all times, except when in actual use, in a covered enclosed structure.

**Section 1.34. Swimming Pools and Hot Tubs.** Swimming pools and hot tubs must be approved in writing by the ACC, and must comply with the Texas Property Code child safety fences as provided in Section 1.21. E above. Above ground pools are expressly prohibited. All owners and residents must comply with all pool operation, fencing and other safety requirements of Hood County and all other applicable governmental authorities. Pools may not be backwashed into drainage ditches, drainage-ways, streets, or other portions of the Common Property. All backwash water is to be retained on the owner's lot. If necessary, a trench should be dug and filled with rocks ("French drain") to provide for the needed on-site water drainage capacity.

**Section 1.35. Firearms and Explosives.** Hunting, shooting, or the discharge or use of firearms, crossbows, or bows and arrows for hunting purposes, or explosives of any kind, other than in construction approved by the Declarant or the Association, are not permitted anywhere on or from the Property. No deer, hogs, fox, squirrel, rabbit, turkey, duck, dove, quail, or other wild animal or fowl may be hunted. Firearms and other lethal weapons may only be utilized as a last resort for protection of life or property in accordance with any current and applicable County, State of Texas and Federal laws. The discharge of a firearm for the protection of life or property, such as for example only shooting a poisonous snake on a lot shall be conducted at Owners' sole risk and liability.

**Section 1.36. Outside Burning and Prohibited Fireworks.** There shall be no exterior fires, except barbeques, outside fireplaces, braziers, and other incinerator fires contained within facilities or receptacles, except as approved by the Association and by the Hood County. Fireworks shall only be allowed on permitted until 11:00 p.m. during the week before and the week after the July 4<sup>th</sup> Independence Day holiday and on New Year's Day on owners' lots, and for special events requested in writing by owners and approved in writing by the Board, subject to conditions. Any such activity shall be conducted at owners' sole risk and liability. No owner shall permit any condition upon its lot, which creates a fire hazard or is in violation of fire prevention regulations. The discharge or display of fireworks shall be permitted on the Common Property with the Association Board's written consent of each individually approved fireworks activity, subject to adult supervision and all other safety requirements imposed by the Board and the County. Violations of these restrictions shall be subject to enforcement as a nuisance subject to a fine established by the Board of Directors.

**Section 1.37 Camping and Picnicking.** No camping or picnicking shall be allowed within the Common Areas of the Subject Property or within 100 feet from the street front of any residential Lot. Recreational family camping or picnicking shall be prohibited within the dwellings' front or side yards of the Lots. The Association, in its discretion, may ban or permit public assemblies and rallies within the Property.

**Section 1.38. Storm Water Drainage. Because of the importance of the Declaration Section 7.28, it is repeated verbatim here as follows:** No owner shall do or permit work, construct any improvements, or install any landscaping, or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Property, except as an alternative and drainage pattern is planned and completed which does not increase the natural storm water drainage flow from the owner's lot onto a neighboring lot. Lot owners, their engineers and building contractors are solely responsible for the design and construction of building foundations and the design, excavation, grading and installation of the lot's storm drainage to avoid increasing the natural storm water drainage flow onto any neighboring lot.

**Section 1.39. Leasing of Dwellings or Lots Prohibited.** As permitted in Section 209.016 (d) of the Texas Property Code, leasing or occupancy, of individuals other than owners, of all or part of residential Dwellings or lots in the Stewart Ranch Residential subdivision is prohibited and shall only be permitted in extreme and unique circumstances approved in writing by the Declarant or Declarant's successors. Any such lease which may be approved by Declarant shall be due to unique circumstances and shall not set a precedent, and shall be conditioned upon the Dwelling being continuously offered for sale. In the event a lease is approved by the Declarant, it may only be to members of a single-family for a term of at least twelve (12) months or until the leased property sells to a third party, whichever is shorter. Declarant and any Builders under a financial or construction hardship, determined in the sole discretion of the Declarant, shall be exempt from this restriction. Every lease is subject to the Governing Documents. An owner is responsible for providing his tenant with copies of the Governing Documents and notifying him or her of changes thereto. The owner is also responsible to supply Declarant and Declarant's successors with the names of tenants and all family members of tenants living in the dwelling, plus phone and e-mail contact information for the tenants, plus the beginning and ending dates of any such lease. Failure by the tenant or his family members or approved invitees to comply with the Governing Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Declarant or Declarant's designated representative notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Declarant or Declarant's successors has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The owner of a leased Lot is liable to the Property-wide owners for any expenses incurred by the Declarant in connection with enforcement of the Documents against his tenant. Neither Declarant nor Declarant's successors shall be liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Declaration's enforcement of this Declaration against the Owner's tenant.

**Section 1.40. Home Business, Profession or Hobby Uses.** The use of a lot is limited exclusively to residential purposes or any other use permitted by the Declaration. No activity whether for profit or not, shall be conducted on any lot which is not related to single-family residential purposes, unless said activity meets the criteria below. No owner, resident or Member shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any lot or within any residence which would:

- A. attract automobile, vehicular or pedestrian traffic to the lot;

B. involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the residents within the Subdivision; or

C. require any signage. Any such advertising signs are prohibited. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision.

This residential rule does not, however, prohibit a resident from working remotely from home for a third party employer or for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the lot by employees or the public in quantities that materially increase the number of vehicles parked on the Street; and (5) the uses do not interfere with residents' use and enjoyment of neighboring lots.

All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section 1.34 and other Rules as adopted by the Board. The Board may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. Vehicles must be parked in the garage or driveway of the vehicle owner's Lot. Vehicles shall not be parked on any non-paved portion of any lot. The Board may cause the removal of any vehicle in violation of the Rules without liability to the Owner or operator of the vehicle.

**Section 1.41. Use of Driveways Rules.** The driveway portion of a lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage or to the principal dwelling, the guest dwelling or the auxiliary building. Without the Association's Board's prior approval, a driveway may not be used: (1) for outdoor storage purposes, including storage of RVs, boats, camper trailers, jet skis, trailers, trucks, commercial vehicles, tractors, mowers and related landscape maintenance equipment, inoperable vehicles, and other types of similar vehicles and equipment; or (2) for repair or restoration of vehicles, boats, or trailers. Vehicles shall not be parked on any non-paved portion of any Lot. The area of the principal dwelling garage and any guest dwelling garage approved by the ACC, or any detached garage area, may not be enclosed or used for any purpose that prohibits the parking of at least three standard-size operable vehicles in the principal dwelling garage and one standard-size operable vehicle in the guest dwelling garage. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

**Section 1.42. Parking and Auto Repair.** Except as otherwise permitted in Sections 1.30, 1.31, 1.32, and 1.33 above and in this Section 1.42, or as authorized in writing by the Association's Board of Directors or the Board's designated representatives, no automobiles or vehicles of any kind owned, leased, or otherwise under the ownership or lease control of the permanent Member residents or permanent lessee residents of a lot in the Property (herein referred to as the "Permanent Residents"), shall be parked on any Interior Street or upon any portion of the Property except within the Permanent Residents' garages or paved driveways.

Violations of these Parking and Auto Repair rules are enforceable by and in the discretion of the Association's Board of Directors or the Board's designated representatives by towing of the violating vehicles without notice and without liability for trespass or any other liability connected

with towing the vehicle. The Association Board is further authorized to impose discretionary fines against the Member and the Member's property in the Stewart Ranch subdivision and against any Member's Lessee for any violation of these Parking and Auto Repair rules.

**Section 1.43. Trailers, Recreational Vehicles, Boats.** All trailers, travel trailers, tractors, graders, recreational vehicles (RVs), ATV'S, boats, campers, wagons, buses, motorcycles, motor scooters, and lawn and garden maintenance equipment shall be kept at all times, except when in actual use, in a covered enclosed structure.

**Section 1.44. Swimming Pools.** For ACC approvals of swimming pools, hot tubs and spas, see Section 1.23 above. For maintenance of swimming pools, refer to Section 1.72 below. Above ground pools are expressly prohibited. Hood County should be contacted by the Lot owner to determine safety requirements for all swimming pools and surrounding pool fencing. All owners and residents must comply with all pool operation, fencing and other safety requirements of Hood County and all other applicable governmental authorities.

**Section 1.45. Operations of Sports Courts and Basketball Goals.** For ACC approvals, see Sections 1.23 and 1.24 above. For maintenance of sports courts and basketball goals, refer to Section 1.70 below. Sports courts are not expressly prohibited by the Architectural Control Committee, but shall only be allowed in approved locations on certain lots to avoid becoming a disturbance or nuisance to residents of neighboring lots. Except as may otherwise be permitted by the Board from time to time in special circumstances without creating precedent that must be followed in the future, the hours of sports court play, or other use of any sports court, shall be limited to be from 8:00 a.m. until 9:00 p.m. daily.

Portable basketball goals may not be set up or in play any closer than thirty-five feet (35') from Tradition Way. Otherwise, basketball goals which are freestanding and portable shall be permissible when in use during play on any owner's lot during daylight hours from 8:00 a.m. until 9:00 p.m. daily, but must be removed from the street-front to the home area of a lot or from any other location on a lot where they are visible from any subdivision interior street when not in play. The Association's Board of Directors may in their discretion extend the "not in play" rules in special circumstances without creating precedent that must be followed in the future.

**Section 1.46. Obstructions.** There shall be no obstruction of any Common Property or walkways or interference with the free use of those areas except as may be reasonably required in connection with repairs. The Owners, their family, lessees, guests, and invitees, are granted nonexclusive easements to use the Common Property and pedestrian walkways within the Property. That use shall be subject to the Association Rules & Regulations adopted from time to time. The Association shall promptly take such action as may be necessary to abate or enjoin any interference with or obstruction of Common Property or pedestrian walkways, and the Association may specially assess a penalty fine against the Owners or other person responsible for the interference.

**Section 1.47. Restrictions on External Lighting.** External lights which have been permitted by the Architectural Control Committee to be on the external walls of garages, on roofs, or on the eaves, external walls, porches, or other external areas of any house must be no more than

100 watts and be recessed under roofs or eaves and shielded so that all light is reflected upward or downward, not shining on neighbor's lots or houses or into the private streets or traffic. No mercury or halogen lights will be permitted.

Low-voltage lighting is permitted in planted areas to up-light plants, trees, or walls provided that such lighting does not shine on neighbor's lots and houses. Such lights must be switch-operated, either manually or by electronically controlled (timed) switches.

**Section 1.48. No Outside Clotheslines.** No laundry or wash shall be dried or hung outside on any Lot.

**Section 1.49. Signs.** No signs of any kind, except as specified in the Declaration or as otherwise permitted by the Board or by the ACC, shall be displayed to the public view on or from any portion of the Property, except those signs approved to be displayed to traffic on an interior street between the lot's front line and the lot's Build Line by the Association or required by law. This provision does not prohibit the display of Political Signs, which may be displayed in accordance with Texas Law.

No sign of any other kind shall be displayed to the public view on any lot except one (1) professional security system sign of not more than one (1) square foot, and one (1) sign conforming to any rules of the Association and approved in writing by the Association's Architectural Control Committee of not more than six (6) square feet, advertising the lot for sale or for rent, and signs used by a Builder, and an Architect, and approved suppliers to advertise during the lot's home or improvements construction and sales period.

The Board, or its designated representatives, may effect the removal of any sign or object that violates this Declaration, or which the Board or its designated representatives deem inconsistent with neighborhood standards without notice and without liability for trespass or any other liability connected with the removal.

The posting of a sign anywhere in the Subdivision which the Association Board or its designated representative deems in their sole discretion to be personally offensive toward or against any Member or resident of the Subdivision shall be a violation of this Declaration and may be enforced by the Association Board or the Board's designated representatives as a Nuisance under the Nuisance Rule hereinabove, as may be amended from time to time.

**Section 1.50. Flags and Flagpoles.** Subject to the provisions of the Texas Property Code Chapters 202 and 209 et seq., also known as the Texas Residential Property Owners Protection Act, which permit the display of flags, no flags or flagpoles of any kind, except as authorized by this Declaration or as may otherwise be authorized in writing by the Association's Board or by the ACC, shall be displayed to the public view on or from any portion of the Property.

Property owners and lessees may, except as otherwise provided in this Section, display: (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official or replica flag of any branch of the United States armed forces; or, subject to the written approval of the Architectural Control Committee, (4) a college, high school or other alma mater's flag.

Such flags shall be displayed in accordance with the following:



A. **United States Flag.** The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10;

B. **State of Texas Flag.** The flag of the State of Texas shall be displayed in accordance with Chapter 3100, State of Texas Government Code;

C. **Flag Display Materials.** A flagpole attached to a dwelling or a freestanding flagpole, and shall be constructed of permanent, long-lasting materials harmonious and consistent with the materials used in the construction of the flagpole and with the dwelling and the neighborhood, as determined in the sole discretion of the ACC;

D. **Flag Display Location.** The display of a flag, or the location of the supporting flagpole, shall be situated no closer to the street than twenty feet (20') from the front exterior wall of the home, and shall comply with applicable zoning ordinances, easements, and setbacks of record;

E. **Flag and Flag Display Maintenance.** A displayed flag and the flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed;

F. **Number, Size and Location.** Property owners may install no more than two flagpoles on their property at a maximum height of not more than 20 feet, located either in the approved area of the front yard or in the back yard of the home; and the length (distance between the two bottom corners) of each flag shall be no less than one quarter the height of the flagpole, and no greater than one-third the height of the flagpole (fractions may be rounded up or down at owners' discretion). For example, for a 20' flagpole, the length shall be no less than 5' (ex: 3' by 5'), and not greater than 7.7' rounded down to 7' (ex: 4.5' by 7');

G. **Flag Illumination.** Lights used to illuminate a displayed flag shall be limited to no more than two lights focused on the flag, installed within 20 feet of the flagpole with an intensity sufficient to properly illuminate a displayed flag without being overly bright. Such lights shall be directed at the flag in such a manner as to not shine on any structures or windows on adjacent property, or toward any street or vehicular traffic;

H. **Flag Noise Abatement.** Property owners and lessees shall take the necessary steps to abate noise caused by any flag or flagpole, be only having a flagpole with an internal halyard;

I. **No Flags in Common Areas by Property Owners or Lessees.** Neither Property Owners nor Lessees shall be permitted to locate or display a flag or flagpole on property that is owned or maintained by the Association, or owned in common by the Members of the Association;

**Section 1.51. Solid Waste Composting of Vegetation.** Per Section 202.007 of the Texas Property Code, composting of grass clippings, leaves or brush, or leaving grass clippings uncollected on grass is authorized provided that the composting device is not located on the side or front of a house or any other area that is visible from a street, another lot, or a Common Area.

Appropriate steps must be taken to prevent any noxious odor from emanating from the composting device. All composting devices must be approved in writing by the ACC.

**Section 1.52. Rain Barrels or a Rainwater Harvesting System.** Per Section 202.007 of the Texas Property Code, rainwater collection systems, and their barrels and water storage tanks are authorized, provided that the barrel, storage tank, and other system component is of a color consistent with the color scheme of the Property owner's home and does not display any language or other content that is not typically displayed by such a system component as it is manufactured. The catchment system shall be of a size no larger than is normally found on lots of similar size, and all materials including a rain barrel, rainwater harvesting device, water storage tank, or other appurtenance shall be located and screened, as necessary, to avoid being visible from a street, another lot, or a Common Area. The Architectural Control Committee may require the rain barrel, water storage tank, rainwater harvesting device, or other appurtenance to be located underground or completely screened from view from a street, another lot, or a Common Area.

**Section 1.53. Solar Energy Devices.** Per Section 202.010, Subsections 202.010. (e), 202.010. (f) and 202.010. (d) of the Texas Property Code, solar energy devices may be installed on owner's Dwellings in the Stewart Ranch subdivision. Subsection 202.010. (f) in summary only exempts developments with fewer than 51 planned residential units, which does not apply to Stewart Ranch because of having 75 planned residential units. Subsection 202.010. (e) permits the Association or the ACC to withhold approval of solar energy devices if it is determined in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. And subsection 202.010. (d) allows the Association to prohibit solar energy devices that meets any of the criteria itemized in said subsection 202.010. (d), which is hereby adopted as a part of these Rules & Regulations as a dedicatory instrument.

**Section 1.54. Display of Certain Religious Items.** Per Section 202.018 of the Texas Property Code, owners or residents may display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.

- A. Such religious items shall not:
- (i) Threaten the public health or safety;
  - (ii) Violate a law;
  - (iii) Contain language, graphics, or any display that is patently offensive to a passerby;
  - (iv) Be in a location other than the entry door or door frame or extend past the outer edge of the door frame of the owner's or resident's dwelling; or
  - (v) Individually or in combination with other religious items displayed or affixed on the entry door or door frame have a total size of greater than 25 square inches.

- (vi) Except as provided above, owners or residents may not use a material or color for an entry door or door frame or make an alteration to the entry door or door frame that is not authorized by the Association or Architectural Control Committee.
- (vii) The Owners Association may remove an item displayed in violation of the above rules.

**Section 1.55. Lot Owners' Duty of Maintenance.** Except as provided for the "Natural Areas" of Vacant Lots in Sections 1.55 and 1.56 for Vacant Lots Maintenance, every owner of a lot with a Dwelling has the following joint and several responsibilities and obligations, at their sole cost and expense, to keep the lots and yard, and the home in a well-maintained, safe, clean and attractive condition at all times, and to maintain, repair, and replace the property, subject to the architectural control requirements and the use restrictions of the Declaration. "Yards" means all parts of the lot other than the dwelling, including fenced and unfenced portions of the lot. The "Maintenance Area of Yards" required in this Section shall include (i) maintaining the sides of the subdivision's interior streets ROW to the edge of the pavement; and (ii) on and along all the land area from the edges of the subdivision interior streets' pavement throughout the entire yards of each respective lot. The areas referred to herein as "Natural Areas" of a lot, which have not yet been laid in grass sod, must be maintained by the lot owner by removing brush piles, logs trash and unsightly or hazardous debris, and mowed regularly to maintain a maximum height of six inches (6") to keep the subdivision safe and attractive and to avoid fire hazards and nuisance issues with infestations of snakes, rats, skunks and other vermin and pests. The "Maintenance Area of Yards" includes, but is not limited to the following:

- A. Mow to prevent grass in the lawns and weeds in the plant beds from exceeding six inches (6") in height; edge, weed-eat, trim and otherwise maintain the "Maintenance Area of Yards" (defined above) of all yards of owners' lots at regular intervals; blow grass and weed cuttings off the street, sidewalks and driveways, and away from flower and shrubbery beds and porches and patios; and prune and maintain an attractive appearance for all trees, shrubs, flowers, other plant material, and all landscaping features and artifacts that are visible from a street, and maintain plant beds and yard sprinkler systems on each such owner's lot at such owner's cost at a level, to a standard, and with an appearance that is commensurate with the neighborhood; and
- B. Replace plant material, as needed, to maintain the minimum landscaping requirements prescribed by the Association; and
- C. Screen plant vegetable gardens from being visible from the subdivision's interior streets; and
- D. Regularly water sufficiently to keep grass and plant material alive; and
- E. Support the Association's maintenance of an attractive ground cover or lawn on all Common Areas and all yards on Declarant-owned lots visible from the subdivision's interior streets. Owners are encouraged to take pride in the community by avoiding littering at all times and assisting in the removal of litter and trash in all these areas, and promptly removing from the exterior of owner's lot and from sight all litter, trash, debris, refuse and wastes; and

- F. Support the Association's edging and trimming of the Common Areas and on all the Declarant-owned lots along the interior streets, and the lots' side, front and back yard perimeter edges at regular intervals; and
- G. Support the Association's mowing of the Common Areas and all the yards and lawns on all the Declarant-owned lots at regular intervals; and
- H. Keep owner's exterior lighting and mechanical facilities in working order; and
- I. Keep owner's driveways in good repair; and
- J. Promptly repair damage to owner's improvements visible to the public; and
- K. Comply with all government health and policy requirements.

**Section 1.56. Vacant Lot Maintenance.** It is the lot owners' responsibility to maintain his or her own vacant lot in an appropriate manner in compliance with Section 1.54 above, except as required therein for the "Maintenance Area of Yards" so as to maintain the high standards of the subdivision. Every lot owner shall ensure their "**Vacant Lot**" is mowed, edged, and otherwise maintained in a clean and orderly manner to a height of grass and/or weeds not to exceed twelve inches (12") along the first thirty feet (30') front of the lot from the street on a regular basis. The remaining areas (referred to herein as "Natural Areas") of a lot may be maintained in a natural state of vegetation growth, except that brush piles, logs trash and unsightly or hazardous debris must be removed, and such Natural Areas must be maintained to avoid fire hazards and nuisance issues with infestations of snakes, rats, skunks and other vermin and pests.

**Section 1.57. Appearance Maintenance.** Both the lot and each dwelling and any detached auxiliary building or any accessory structure must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots. The Architectural Control Committee is the arbitrator of acceptable appearance standards.

Individual fines may be assessed by the Association any time the Association mows or otherwise cleans or maintains any owner's lot, including maintaining owner's entire lot from the lot's edge of street pavement of its adjoining interior road, and otherwise maintain the lot when the grass and/or weeds reach a height of six inches (6") prior to the construction of a dwelling, and four inches (4") after the home is built and grass sod is installed in owner's yard. The Association must first send a courtesy notice of the violation by: (a) a first class letter to the registered address on the Association's records, or (b) by email to the registered email address on the Association's records, or (c) by phone call to the contact person and phone number designated by the property owner on the Association's records and give the owner five days to mow the property. If the lot owner fails or refuses to comply following the courtesy notice of the violation, the Association shall send a letter by verified mail (certified without a requested return receipt) sending notice to the lot owner that the lot will be force mowed in ten (10) days by the Association at the owners cost, plus an administrative fee, and possibly plus a fine determined in the sole and absolute discretion of the Association.

**Section 1.58. Common Areas and Yards owned by Declarant.** During the Development Period described in Appendix I of the Declaration, all Common Area grounds and

all yard areas on every lot owned by Declarant shall be regularly mowed, trimmed, fertilized and otherwise maintained by Declarant. Following the Development Period, all yard areas on every lot not occupied by an Owner or Residents (including lessees) shall be regularly mowed, trimmed, fertilized and otherwise maintained by the Association. If any such lot is owned by an owner other than the Declarant, the maintenance of the lot's yard areas by the Association shall be performed at the expense of the lot's owner.

**Section 1.59. Enforcement.** This Section 1.62 is provided as a supplement to the Declaration Article 12, Enforcing The Documents. If in the opinion of the Board or the ACC, any such owner or resident (including lessees) has failed to comply with any of the Declaration restrictions or any of the Association's Rules & Regulations, or has failed in any of the lot owner's duties or responsibilities, then the Board or their designated Agent(s) shall deliver to such owner or resident (including lessees) written notice of such failure, and such owner or resident (including lessees) must, unless a longer period of written notice is required by the Texas Property Code, within ten (10) days from and after delivery of such notice, comply with the restrictions and/or perform the care and maintenance required. In the event of any emergency safety or health related restriction violations, or repeated violations where ten (10) days' notice has previously been delivered, the required notice period may be less or unnecessary as permitted by the Texas Property Code, as amended. Should any such owner or resident (including lessees) fail to fulfill this duty and responsibility within such period, then the Board or their designated Agent(s) are hereby authorized to enter onto the premises and correct such violations and perform such care and maintenance as necessary without any liability for damages for wrongful entry trespass or otherwise to any person. The owner or resident (including lessees) of any lot on which such work is performed shall promptly reimburse the Association for such cost, plus interest on such cost at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, and all costs of collection. If such owner or resident (including lessees) shall fail to reimburse the Association within forty-five (45) days from and after delivery by the Association of an invoice setting forth the costs incurred by the Association for such work, then said indebtedness shall be a debt of the owner or resident (including lessees) jointly and severally, subject to a reasonable late payment fine, following proper notice of any such fine, and further subject to an Assessment Lien against the owner's or builder's lot according to the provisions of Article 10 hereinbelow.

**Section 1.60. Avoid Damage.** An owner may not do any work or fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value of the Property, adversely affect the appearance of the Property, or impair any easement relating to the Property.

**Section 1.61. Responsible for Damage.** An owner is responsible for his own willful or negligent acts and those of his or the resident's family, lessees, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement to the Common Areas or the property of another owner.

**Section 1.62. Owner's Default in Maintenance.** If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the owner is responsible, the Board may give the owner written notice of the Association's intent to provide the necessary maintenance at owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in

which to complete the work. If the owner fails or refuses to timely perform the maintenance, the Association may do so at owner's expense, which is an Individual Assessment against the owner and his lot. However, in case of an emergency, or where the health or safety of residents or guests in the Stewart Ranch subdivision are endangered, or in cases where the Association has given at least one previous written notice of a repeated or continuing violation of the Declaration restrictions or of the Rules & Regulations, the Board's responsibility to give the owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property or to enforce the Declaration restrictions or the Rules & Regulations, the cost of the action being at the owner's expense.

**Section 1.63. Association's Enforcement Fines.** Individual fines may be assessed by the Association any time the Association mows or otherwise cleans or maintains any owner's lot, including maintaining owner's entire lot from the lot's interior road street-edge of, and otherwise maintain the lot when the grass and/or weeds reach a height of six inches (6") prior to the construction of a dwelling, and four inches (4") after the home is built and grass sod is installed in owner's yard. The Association must first send a courtesy notice of the violation by: (a) a first-class letter to the registered address on the Association's records, or (b) by email to the registered email address on the Association's records, or (c) by phone call to the contact person and phone number designated by the property owner on the Association's records and give the owner five days to mow the property. If the lot owner fails or refuses to comply following the courtesy notice of the violation, the Association shall send a letter by verified mail (certified without a requested return receipt) sending notice to the lot owner that the lot will be force mowed in ten (10) days by the Association at the owners' cost, plus an administrative fee, and possibly plus a fine determined in the sole and absolute discretion of the Association.

**Section 1.64. Party Wall Fence Encroachments & Easement.** If the Party Wall Fence is on one lot or another due to an error in construction, the fence is nevertheless deemed to be on the dividing line for purposes of this Section 1.64. Each lot sharing a Party Wall Fence is subject to an easement for the existence and continuance of any encroachment by the fence as a result of construction, repair, shifting, settlement, or movement in any portion of the fence, so that the encroachment may remain undisturbed as long as the fence stands. Each lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall Fence.

**Section 1.65. Right to Repair Party Wall Fence.** If the Party Wall Fence is damaged or destroyed from any cause, the owner of either lot may repair or rebuild the fence to its previous condition, and the owners of both lots, their successors and assigns, have the right to the full use of the repaired or rebuilt fence.

**Section 1.66. Shared Party Wall Fence Costs.** A Buyer who purchases a lot without any existing fencing on the side or sides of the lot next to the lot subsequently purchased by Buyer and then installs a fence located on or near the dividing line between such Buyer's lot and an adjacent Lot, without the written permission of the owner of the contiguous lot, must do so at such Buyer's sole expense. A subsequent Buyer of a lot contiguous to a lot with an existing fence located on or near the dividing line between the two lots shall have no responsibility or liability to reimburse the lot owner who built the fence for any of the expense of construction, unless by written agreement between the owner of the lot with the existing fence and the Buyer of the

contiguous vacant lot. The subsequent Buyer of the vacant lot next to the lot with the existing fence shall be obligated to share in the general normal wear and tear maintenance of the existing party fence from the date of such Buyer's purchase of the vacant lot; however, the Buyer of the vacant lot shall have no obligation to share in the expense of repairing or replacing all or any portion of the fence for damages to the fence caused by an external force, whether caused by natural forces or caused by animals or man.

The owners of adjoining lots shall otherwise share equally the costs of repair, reconstruction, or replacement of the Party Wall Fence, subject to the right of one owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an owner is responsible for damage to or destruction of the fence, that owner will bear the entire cost of repair, reconstruction, or replacement. If an owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall Fence, the owner advancing monies has a right to file a claim of lien for the monies advanced in the Hood County's Deed Records and has the right to foreclose the lien as if it were a mechanic's lien. The right of an owner to contribution from another owner under this Article is appurtenant to the land and passes to the owner's successors in title.

**Section 1.67. Party Wall Fence Alterations.** The owner of a lot sharing a Party Wall Fence may not cut openings in the fence or alter or change the fence in any manner that affects the use, condition, or appearance of the fence to the adjoining lot. Unless both owners reach a mutual decision to the contrary, the Party Wall Fence will always remain in the same location as where initially erected.

**Section 1.68. Landscaping and Yard Maintenance.** All landscaping of lots with occupied homes owned by parties other than the Declarant shall be maintained by the lot owners in as neat and attractive condition as follows:

A. **Sprinkler Systems.** Lot owners are responsible for maintaining and repairing the Lot's sprinkler systems and heads at the proper ground level of the lot to allow good drainage off the lot. And the lot owners are responsible for irrigating and otherwise watering their lawns and all plants and trees on their lots, and for the prompt replacement of all dead or dying trees or plants on their lot.

B. **Yards and Flower Beds.** Lot owners are obligated to mow, trim, fertilize and otherwise maintain such owners' or residents' (including lessees') yards. All yards and/or flower beds must be properly maintained. If not, the Association may hire someone to take care of any necessary mowing, edging, weeding, etc. at the lot owners expense, plus an administrative fee and a fine if determined by the Association or the Association's professional Manager to be warranted.

C. **Common Areas and Yards Owned by Declarant.** During the Development Period described in Appendix I of the Declaration, all Common Area grounds and all yard areas on every lot owned by Declarant shall be regularly mowed, trimmed, fertilized and otherwise maintained by Declarant. Following the Development Period, all yard areas on every lot not occupied by an owner or residents (including lessees) shall be regularly mowed, trimmed, fertilized and otherwise maintained by the Association. If any such lot

is owned by an owner other than the Declarant, the maintenance of the lot's yard areas by the Association shall be performed at the expense of the lot's owner.

D. **Holiday Decorations.** Temporary holiday decorations are permitted so long as they are installed no earlier than 30 days before Christmas and no earlier than 15 days before other holidays, and removed after not more than 15 days following the holiday. The ACC reserves the right to determine that holiday decorations are offensive, distasteful, unattractive or sufficiently inappropriate or otherwise unsuitable for the Property, as determined by and in the sole discretion of the Association's Board to be a nuisance or annoyance, the Board may require the owner to immediately modify or remove the offending decorations entirely, and be subject to an administrative fee and a fine if determined by the Association or the Association's professional Manager to be warranted.

E. **Yard Power Easement.** Further subject to the provisions in Appendix I of the Declaration, Declarant and the Association shall have a blanket "Yard Power Easement" on and over the yard areas of all lots in the entire Property. If in the opinion of the Association's Board an owner or resident either violates the landscaping or other maintenance rules of this Declaration, or the Bylaws, or other rules promulgated by the Association's Board, or in the sole opinion of the Board causes or allows damage to occur to his yard, plant beds, tree, other landscaping, or sprinkler system, the Association may perform such landscaping or other maintenance which the Association deems appropriate at the offending owner's or resident's expense, and such owner or resident shall be liable for the cost of any maintenance, repair or restoration which may be performed by Declarant or the Association. The owner of a lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the landscaping and yard maintenance requirements of this Section 1.69 Rule. No person may perform landscaping, planting, or gardening on the Common Area without the Board's prior written authorization.

**Section 1.69. Swimming Pool Maintenance.** All owners and residents must comply with all Hood County pool safety requirements and all other applicable governmental authorities' rules and regulations. Pools, surrounding patios, pergolas, above ground pool pumps and equipment housing, retaining walls, screening landscaping, and pool safety fencing and gates must be maintained in good working order and in attractive condition. Pools may not be backwashed into drainage ditches, drainage-ways, streets, or other portions of the Common Property. All backwash water is to be retained on the owner's lot. If necessary, a trench should be dug and filled with rocks ("French drain") to provide for the needed on-site water drainage capacity.

**Section 1.70. Sports Courts and Basketball Goals Maintenance.** Sports courts installed with the approval of the Architectural Control Committee, and their surrounding walkways, nets, equipment storage housing, fencing and gates and landscape screening must be maintained in good and attractive condition. The design and construction of sports courts on any lot must have the written approval of the Architectural Control Committee, and may only be allowed on certain lots. Except as may otherwise be permitted by the Board from time to time in special circumstances without creating precedent that must be followed in the future, the hours of



sports court play or other use of any sports court or practice backboard shall be limited to be from 8:00 a.m. until 9:00 p.m. daily.

Permanently installed basketball goals and their nets must be maintained in good and attractive condition. Attachment of basketball goals, backboards and nets to walls or roofs of any structures is expressly prohibited.

**SIGNED AND AGREED this 28th day of June, 2024 by:**

**DECLARANT OF THE DECLARATION FOR STEWART RANCH SUBDIVISION:**

**Fall Creek Land Partners, LLC,**  
a Texas Limited Liability Company

By: *W Thompson*  
Wes Thompson, Chairman and President

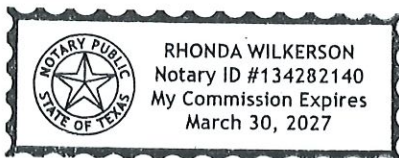
**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HOOD    §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on this 28th day of June, 2024 by Wes Thompson, Managing Member of Fall Creek Land Partners, LLC, a Texas Limited Liability Company, on behalf of said company.

*Rhonda Wilkerson*  
Notary Public



**SIGNED AND ACKNOWLEDGED by:**

**Stewart Ranch HOA, Inc.,**  
a Texas Non-Profit Corporation

By: *W Thompson*  
Wes Thompson, Chairman & President

By: *Trennon Massengale*  
Trennon Massengale, Board Member,  
Vice President & Assistant Secretary/Treasurer

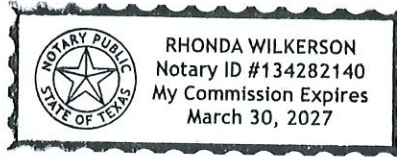
By: *Casey Yates*  
Casey Yates, Secretary/Treasurer and  
Tax Officer

ACKNOWLEDGEMENT

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

This instrument was acknowledged before me on this 28th day of June, 2024 by Wes Thompson, Chairman of the Board and President, Trennon Massengale, Board Member, Vice President and Assistant Secretary, and Casey Yates, Secretary/Treasurer and Tax Officer of Stewart Ranch HOA, Inc., a Texas Non-Profit Corporation, on behalf of said company.

  
Notary Public



CERTIFICATION


I, Casey Yates, the undersigned, am the duly elected and acting Secretary of both Fall Creek Land Partners, LLC, a Texas Limited Liability Company, and Stewart Ranch HOA, Inc., a Texas Non-Profit Corporation; and I do hereby certify that the within and foregoing Declaration of Covenants, Conditions and Restrictions is adopted as the Declaration of said Stewart Ranch Subdivision.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 28th day of June, 2024.

**Fall Creek Land Partners, LLC,**  
**a Texas Limited Liability Company**

**Stewart Ranch HOA, Inc.**  
**a Texas Non-Profit Corporation:**

By:   
Casey Yates, Secretary/Treasurer

By:   
Casey Yates, Secretary/Treasurer

After filing return to:

Wes Thompson  
7701 Hwy 171, Suite C  
Godley, Texas 76044