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Johnson County

Becky Ivey
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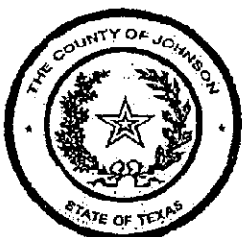
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THIS PAGE IS PART OF THE INSTRUMENT



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color race is invalid and unenforceable under Federal law.

A handwritten signature in cursive script that reads "Becky Ivey".

BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
STARLIGHT RANCH**

Preamble

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") is made on September 23, 2015, by HTS Properties L.L.C. d/b/a Starlight Ranch (defined below), whose mailing address is 2141 Hidden Creek, Fort Worth, Texas.

Recitals

1. Declarant (defined below) is the owner of the surface of all that certain real property ("the Property") located in Godley, Johnson County Texas, and described on **Exhibit A** attached hereto and incorporated herein by reference for all purposes. A plat of the Property, approved by the City Council of the City of Godley, Johnson County, Texas, is filed of record at Drawer D-215, Volume 10, Page 759, Plat Records, Johnson County, Texas (the "Plat").
2. On or about May 6, 2015, Declarant caused to be recorded in the Real Property Records of Johnson County, Texas, under document number 2015-9302, that certain "Declaration of Covenants, Conditions, and Restrictions For Starlight Ranch" (the "Original Covenants").
3. On or about June 8, 2015, Declarant caused to be recorded in the Real Property Records of Johnson County, Texas, under document number 2015-12216, that certain "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Starlight Ranch" (the "First Amended Covenants").
4. Declarant desires to amend and restate the First Amended Covenants.
5. Declarant is filing this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Starlight Ranch to replace in their entirety, the First Amended Covenants. This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Starlight Ranch does hereby replace the First Amended Covenants in their entirety.
6. Declarant is the owner of all of the Property as of the date hereof.
7. Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
8. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, Declarant, and each successive owner of an interest in the Property.
9. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions:

ARTICLE 1

Definitions

Developer

1.01. "Developer" means Declarant and its successors and assigns who are designated as such in writing by Declarant

Lot

1.02. "Lot" shall mean and refer to any of the plots of land indicated upon any recorded subdivision map of the Property, and/or any additional property made subject to this Declaration, creating single-family homesites including specifically, but without limitation, the Plat, with the exception of any areas deeded to a governmental authority or utility, together with all improvements thereon. Notwithstanding the foregoing, however, the term "Lot" does not include the Common Area (defined below).

Owner

1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

Common Area

1.04. "Common Area" means and refers to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners, together with any entrance monuments, drainage facilities, detention ponds, right-of-way landscaping, walking trails and such other areas lying within dedicated public easements or right-of-way that the Board of Directors of the Association deems it necessary or appropriate to maintain for the common benefit of the Owners.

Association

1.05. "Association" shall mean and refer to Starlight Ranch Homeowners Association, Inc., a Texas nonprofit corporation established, or to be established, for the purpose set forth herein.

Board

1.06. "Board" means the Board of Directors of the Association.

Declaration

1.07 "Declarant" means HTS Properties L.L.C. d/b/a Starlight Ranch, a Texas Limited Liability Corporation, and any successor that acquires all Lots then owned by Declarant for the purpose of development and is named as successor in a recorded document.

1.08 "Design Standards" means the set of standards for the design and construction of structures, and the design for landscaping, applicable to all Lots as set forth herein, and as adopted by the ACC (defined herein).

1.09 "Designated Parking Areas" means the areas shown on the Plat, or otherwise designated by Declarant or the Board, as a parking garage or surface parking areas to be used by Owners and their invitees.

1.10 "Development Period" means the period beginning on the date this Declaration is recorded in the real property records of Johnson County, Texas and ending on the date when Declarant owns only one Lot.

1.11 "Subdivision" means the property described in the Plat and any additional property made subject to this Declaration.

1.12 "Governing Documents" means the Certificate of Formation and By-Laws and rules and regulations of the Association.

ARTICLE 2

Architectural Control

Architectural Control Committee

2.01. *Members.* The Architectural Control Committee ("ACC") consists of three members. During the Development Period, Declarant will have the right to appoint all members of the ACC, and any member(s) selected to fill a vacancy during an unexpired term. During this period, Declarant will also have the right to remove or replace an ACC member at any time. After the Development Period, the ACC members will be selected, replaced, and may be removed by the Board.

Approval of Plans and Specifications

2.02. The ACC must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.

- (c) Any landscaping or grading of any Lot or Lots, and the construction of any roadway on any Lot or Lots.

Application for Approval

2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit in writing an application to the ACC showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work, and shall be accompanied by a signed certification from a qualified person certifying that such plans and specifications comply with this Declaration.

Standard for Review

2.04. The ACC shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The ACC shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the ACC should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Failure of Committee to Act

2.05. If the ACC fails either to approve or reject an application for proposed work within 30 days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

2.06. Declarant is the owner of all of the Property, which includes all property in the Subdivision, and imposes the Covenants on the Property and the Subdivision as set forth herein. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision and the Property is subject to the Covenants and all terms and conditions set forth in this Declaration of Covenants, Conditions, and Restrictions .

2.07. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

2.08. Each Owner and occupant of a Lot agrees to comply with this Declaration the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Association, damages, or injunctive relief.

2.09. Any provision in any Governing Documents to the contrary notwithstanding, Declarant reserves the right, during the Development Period, to facilitate the development, construction and marketing of the Subdivision, to direct the size, shape and composition of the Subdivision and to amend and restate this Declaration. These rights are in addition to all other rights afforded to Declarant by the Governing Documents, and take precedence over any conflicting provisions in the

Governing Documents.

2.10. The Plat, including the Easement, is subject to this Declaration and is incorporated by reference.

2.11. During the Development Period, only Declarant, or person expressly authorized by Declarant, or to whom Declarant grants all or a portion of its rights in the Easement (“Easement holder”) may use an Easement for access, or for the installation of facilities. Thereafter, the Board will have the use and control of the Easements in place of Declarant. An Owner may use that portion of the Owner’s Lot lying within an Easement for any purpose that does not unreasonably interfere with the purpose of the Easement.

2.12. Neither Declarant nor any Easement holder is liable for damage to landscaping or a structure in an Easement that arises from the use of the Easement by Declarant or the Easement holder for the purpose of the Easement.

2.13. Declarant and each Easement holder may install, maintain, and connect facilities in the Easement. Owners do not own any facilities located in the Easement.

ARTICLE 3

Exterior Maintenance

3.01. The Owner of each Lot shall have the obligation to maintain the Lot in a neat and orderly manner, including mowing the grass regularly so that it does not exceed a reasonable height. If an Owner of any Lot fails to maintain the Lot in a neat and orderly manner, including mowing the grass regularly so that it does not exceed a reasonable height, the Developer or the Association shall have the right, but not the obligation, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE 4

Use Restrictions and Architectural Standards

Residential Use Only

4.01. All Lots shall be used for single-family residential purposes only except as set forth in Paragraph 4.09. However, Developer, as well as any other person engaged in the business of construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

Type of Building Permitted

4.02. One single family residence and incidental outbuildings shall be constructed or permitted on each Lot. No outbuildings located on such Lots shall ever be used for a family residence; however, this restriction as to residence in outbuildings shall not apply to servants or bona fide employees engaged on the premises. No buildings inclusive of the main dwelling shall be constructed unless the design meets with the requirements of what is commonly known as "frame construction" or better, unless otherwise approved by the ACC. The design, including without limitation, the materials of outbuildings, shall match the design of the main dwelling, unless otherwise approved by the ACC.

Design, Minimum Living Space, and Exterior Walls

4.03. Any residence constructed on a Lot must have a minimum of 2,000 square feet of living space, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior building design shall be of new construction with a minimum of eighty percent (80%) rock or brick veneer exterior except as approved by the ACC. The ACC may, in its sole discretion, approve plans and specifications for any residence not in conformity with the rock or brick requirements of this section, such as attractive, genuine log homes, underground homes, or other styles of construction determined by such ACC as not being detrimental to the subdivision. All garages shall be rear or side entry, and must be designed for use by a minimum of two (2) cars,

Setbacks

4.04. Each Lot must have at least a 35' front, 20' on each side and 25' rear set-back from the front, side, and rear property lines of each Lot on which no building or portion thereof may be constructed, unless, and to the extent, such set-backs are waived by the ACC. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building. No building may be constructed with a height greater than the height of the main dwelling on the Lot.

Resubdivision, Replatting and Public Roadways

4.05. No Lot shall be further divided or subdivided, and no easements or other interests therein less than the whole shall be conveyed by the Owner thereof; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easement or other interest less than the whole.

Easements

4.06. Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved upon a strip of land ten (10) feet wide and along and parallel to each public roadway serving the subdivision and along all boundaries of each Lot, whether same shall be on the front, rear or sides of the Lots. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement. Additional or more specific easements may be granted by Declarant to any utility company as required within the ten (10) foot wide area.

Noxious or Offensive Activities Prohibited

4.07. No noxious, noisy or offensive activity, that may be or may become an annoyance or nuisance to the subdivision, including without limitation hunting, shall be conducted on any Lot.

Prohibited Residential Uses

4.08. No structure not approved for residential use by the ACC, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently. Additionally, no buildings constructed off site shall be moved onto a Lot and no above-ground pools or metal storage containers may be constructed or located on any Lot.

Limited Businesses Permitted

4.09. No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial or institutional purposes. Businesses of a limited nature are permitted, such as professional (legal, insurance, accounting, etc.). Space required for business purposes must be contained within the residence or attached by breezeway and be of similar or compatible construction with the residence. No wrecking or salvage yards or any other business requiring large building or open-air storage of materials or merchandise or vehicles shall be permitted. Excessive or offensive noise, fumes, or odors, excessive traffic, and unsightly conditions are expressly prohibited in order to protect the neighboring property values and enjoyment of rural living.

Oil Development and Mining Prohibited

4.10. Except as set forth herein, no oil or gas well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil or gas well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot. Notwithstanding the foregoing provisions of this section 4.10 or any other provisions herein; one or more horizontal well bores below the surface of the Property shall be permitted in connection with the exploration for oil and gas in and around the Property, including development and production of such oil and gas by fracturing or otherwise, by the owners of such minerals or their lessees; provided, however, that no drill sites shall be allowed on any part of the surface of the Property.

Rubbish, Trash and Garbage

4.11. No Lot shall be used or maintained as a dumping or burying ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers and disposed of at least weekly by licensed contractors. There shall be no burning, burying or incineration of trash, garbage, leaves, brush, or other debris.

Animals

4.12. No hogs, pigs, or swine shall be kept or permitted on any Lot, whether for commercial purposes or otherwise. A reasonable number of dogs, cats, or other household pets, not to exceed ten (10), may be kept on a Lot, provided they are not kept, bred, or maintained for any commercial purpose. With respect to each Lot, the Owner thereof shall be entitled to keep one large animal (such as a cow, horse, or goat) for each full acre comprising the Lot.

Fences, Walls, Hedges, and Utility Meters

4.13. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, and any such fence or wall must be connected to the main residence. All fences or walls shall be constructed of wood, masonry, pipe, pipe-and-sucker-rod, or pipe-and-cable. Side and rear lot perimeter fencing may be constructed of multi-strand wire and metal posts. All fencing shall be approved in advance by the ACC. All metal fences are to be painted and all wood fences are to be treated or painted. No wire fencing shall have any barbs. No privacy fences, whether metal or wooden, shall be allowed. All fencing must be able to be seen through.

Trucks, Buses, and Trailers

4.14. No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Completion of Construction

4.15. Upon the start of any construction with the exception of fencing, the Owner will have fifteen (15) months to complete a residential dwelling complying with the restrictions set forth herein.

Motor Homes, Mobile Homes, House-cars and Other Moveable Structures

4.16. No motor home, mobile home, house-car or other moveable structure shall ever be part of or placed temporarily or otherwise on any Lot as a residence, service house, or outbuilding. However, Owners may park recreational vehicles belonging to them on their Lot, provided that each such vehicle is under cover, concealed from view from the street and any other Lot, and on a foundation suitable for such parking purpose.

Inoperable Vehicles

4.17. No inoperable vehicles shall be placed on any Lot unless stored in a garage or other storage building, which otherwise complies with this Declaration. All vehicles located on any Lot must have a current vehicle registration/license plate sticker.

Corner Monument Easement

4.18. Easements on the Property are hereby reserved for the benefit of Declarant for the erection, maintenance, repair and replacement of a water well, electrical hook-up, and walls, fences, signs, monuments or similar structures demarking the entrance to such contiguous subdivision on Starlight Drive. No person or entity other than Declarant shall be entitled to use any such water well or electrical hook-up.

Roadways

4.19. No roadway may be constructed by an Owner without the consent of the ACC.

Driveways and Parking Areas

4.20. Driveways and parking areas on each Lot shall be of concrete material or other such material that is approved by the ACC.

Lighting

4.21. No lights shall be constructed or installed on any Lot in such a manner that the source of the lighting – the bulbs or lens that refracts the light from the bulb – may be seen from off of the Lot on which such light is installed. Additionally, no light shall be constructed or installed on any Lot which allows lighting to project above the height of the main dwelling unit on the Lot on which the lighting is installed.

ARTICLE 5

Easements

Reservation of Easements

5.01. All easements and all alleys for the installation and maintenance of utilities and drainage, and other facilities are reserved as shown on the Plat, and as may be reserved and shown on subdivision maps for other portions of the Property in the future, or other property made subject to this Declaration in the future, and as described in § 4.06 herein. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

ARTICLE 6

Association

Creation

6.01. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be

appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association. For purposes of voting, there shall be two (2) classes of members of the Association as set forth in Paragraph 6.04 below.

Transfer of Membership

6.02. Association membership is automatically transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

6.03. The Association shall be incorporated as a Texas nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Certificate of Formation and bylaws, subject to this Declaration.

Membership Voting, Elections, Meetings, and Control by Developer

6.04. Each Owner of a Lot, with the exception of Developer, shall be a Class A member of the Association and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. The Developer shall be the sole Class B member of the Association and shall be entitled to three (3) votes for each Lot owned; provided, however, in no event shall the Class B member of the Association have less than the total number of Class A votes plus one (1) for so long as Developer owns at least one Lot in the Development. Notwithstanding any other language or provision to the contrary in this Declaration, in the Certificate of Formation of the Association, or in the Bylaws of the Association, Developer shall have the power to appoint and remove all officers and members of the Board until one hundred twenty (120) days after Developer has conveyed seventy-five percent (75%) of the thirty-five (35) Lots in the Development, to Owners other than Developer. However, not later than the one-hundred-twentieth (120th) day after Developer's conveyance of seventy-five percent (75%) of the thirty-five (35) Lots in the Development to Owners other than Developer, not less than one-third (1/3) of the members of the Board must be elected by Owners other than Developer.

6.05. The number of Directors constituting the Board, and the method of election of such directors shall be as set forth in the Bylaws of the Association.

Duties and Powers of Board

6.06. Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, and its rules and regulations.
- (c) To elect officers of the Board and select members of the ACC when that power devolves to the Board.

- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To file liens against unit owner(s) because of nonpayment of assessments duly levied and to foreclose on those liens.
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (l) To hold regular meetings of the Board at least quarterly.
- (m) To manage and maintain all of the Common Area in a state of reasonable repair.
- (n) To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

6.07. Assessments and Liens

- (a) *Authority.* The Association may levy Assessments to promote the recreation, health, safety, and welfare of the Owners and occupants in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Areas, and to pay for Common Area Expenses.
- (b) *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.
- (c) *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is hereby reserved by Declarant upon the sale of a Lot and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.

- (d) *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant. A Lot is not subject to any type of Assessment, including both Regular Assessments and Special Assessments, so long as the Lot is owned by Declarant.
- (e) Liability for payment of Special Assessments will be allocated between Lot Owners as follows:
- (i) Each Lot which is subject to a Special Assessment shall be allocated a pro-rata portion of the Special Assessment based upon the total number of Lots subject to Assessment.
- (ii) Upon the sale of one or more Lots by Declarant, the allocation will be adjusted, as necessary, and a document evidencing the revised allocation will be recorded in the Real Property Records, as an amendment to this Declaration.
- (f) *Regular Assessments*
- (i) *Rate.* Regular Assessments are levied by the Board, annually to fund the anticipated, operating and maintenance expenses of the Association. Until changed by the Board, the Regular Assessment is \$420.00 per Lot per calendar year. The initial purchaser of a Lot from Developer shall pay a Regular Assessment at the time of purchase.
- (ii) *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- (iii) *Collections.* Regular Assessments will be collected annually in advance, payable the 1st day of January, 2015, and on the same day of each succeeding year.
- (g) *Special Assessments.* In addition to the Regular Assessments, the Board *may* levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Written notice of the terms of the Special Assessment will be sent to every Owner. **Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.**
- (h) *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents and this Declaration as permitted by Applicable Law.
- (i) *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to any first lien mortgage granted by an Owner against a

Lot. The foreclosure of a superior lien extinguishes the Association's Lien as to Assessments due before the foreclosure.

- (j) *Delinquent Assessment.* Any Assessment not paid within thirty days after it is due is delinquent.
- (k) *Late Charges and Interest.* A late charge of \$100.00 of the delinquent amount is assessed for delinquent payment. Delinquent Assessments accrue interest at the rate of 10 % per year. The Board may change the amount of the late charge and the interest rate.
- (l) *Costs, Attorney's Fees, and Expenses.* The Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing these Covenants.
- (m) *Assessment Lien and Foreclosure.* All amounts assessed in the manner provided in this Article but unpaid will, together with interest as provided in Section 6.06(k) and the cost of collection, including attorney fees as provided in this Declaration, become a continuing lien and charge on the Lot covered by the Assessment that will bind the Lot in the hands of the Owner and the Owner's heirs, devisees, personal representatives, successors, or assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of Johnson County, Texas. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

- (i) Foreclosure of the assessment lien under the rules adopted by the Texas Supreme Court for expedited foreclosure proceedings. The Association's assessment lien may not be foreclosed, however, until the Association has

- (1) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and

(2) provided each such lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the lienholder receives the notice. *TEX. PROP. CODE § 209.0091(a)(1), (a)(2)*. The notice to lienholders must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien. *TEX. PROP. CODE § 209.0091(b)*.

(ii) Recovery of a personal judgment against the Current Owner and, where different, from the Delinquent Owner or from the Current Owner only, for all amounts owing arising from the unpaid Assessments and their collection, including all attorney fees and costs.

- (n) The Association will have the power to bid on the property at a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with it. On the written request of any Mortgagee, the Association will report to the Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.
- (o) *Nonjudicial Foreclosure of Lien.* The Association may foreclose the Association's lien against a Lot by power of sale as permitted by Applicable Law if the Owner has agreed in writing to waive the judicial foreclosure process set forth above. The Association may designate a person to act as trustee or otherwise enforce the power of sale on the behalf on the Association.
- (p) *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents and/or this Declaration.
- (q) *Remedy of Violations.* The Association may access an Owner's Lot to remedy a violation of the Governing Documents and/or this Declaration.
- (r) *Suspension of Voting.* An Owner delinquent in payment of any Assessment may not vote.
- (s) *Suspension of Other Rights.* If an Owner violates the Governing Documents or this Declaration, the Association may suspend the Owner's rights under the Governing Documents until the violation is cured.
- (t) *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's employees, agents, independent contractors, tenants, and invitees in accordance with APPLICABLE Law.

ARTICLE 7
CLAUSES AND COVENANTS
General Provisions

Enforcement

7.01. The Developer or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

7.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running With the Land

7.03. The easements, restrictions, covenants, and conditions set forth in this Declaration are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

7.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 20 years. After expiration of the Development Period, the covenants, conditions, and restrictions of this Declaration may be amended or terminated by an instrument signed by more than two-thirds (2/3) of the then existing Owners. When more than one person holds an interest in an Lot, each such person shall be an Owner, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Neither any amendment nor any termination shall be effective until recorded in the Deed Records of Johnson County, Texas, and all requisite governmental approvals, if any, have been obtained. During the Development Period, the covenants, conditions, and restrictions of this Declaration may be amended or terminated only by Declarant.

Attorneys' Fees

7.05. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses including expert witness testimony, attorneys' fees, and costs.

Liberal Interpretation

7.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 23 day of September, 2015, at Fort Worth, Texas.

DECLARANT:

HTS Properties L.L.C., d/b/a Starlight Ranch

By: Terry Siegel
Terry Siegel, Manager

STATE OF TEXAS §
COUNTY OF TARRANT §

ACKNOWLEDGEMENT

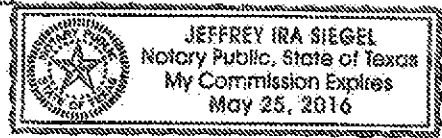
This instrument was acknowledged before me this 23rd day of Sept, 2015, by Terry Siegel, Manager, of HTS Properties L.L.C., d/b/a Starlight Ranch, a limited liability corporation, on behalf of said limited liability corporation.

Terry Siegel
Terry Siegel

SUBSCRIBED AND SWORN TO before me on 23rd Sept, 2015, to certify which witness my hand and official seal.

Jeffrey Ira Siegel
Notary Public in and for the State of Texas

My Commission Expires:
MAY 25 2016



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Phase One -- Starlight Ranch
STATE OF TEXAS
COUNTY OF JOHNSON

BEING a tract in the JOHNSON COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 443 and the P.S. DOSS SURVEY, ABSTRACT NUMBER 197, Johnson County, Texas and being a portion of a 269.97 acres of land conveyed to The Mad Dog Joint Venture according to the deed recorded in Volume 2112, Page 685, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an 1/2" iron rod set at the southwest corner of said The Mad Dog Joint Venture tract, said iron rod also being in the existing west right-of-way line of County Road 1003-A;

THENCE, North 00 degrees 29 minutes 53 seconds West, along the existing west right-of-way line of said County Road 1003-A, 1099.39 feet to a 1/2" iron rod set for corner;

THENCE, North 89 degrees 10 minutes 07 seconds East, along the existing north right-of-way line of said County Road 1003-A, 31.61 feet to a 1/2" iron rod set for corner;

THENCE, North 00 degrees 16 minutes 53 seconds West, 327.71 feet to a 1/2" iron rod set for corner;

THENCE, South 89 degrees 58 minutes 34 seconds East, 265.34 feet to a 1/2" iron rod found for corner;

THENCE, South 45 degrees 32 minutes 33 seconds East, 17.14 feet to a 1/2" iron rod set for corner;

THENCE, South 89 degrees 58 minutes 34 seconds East, 49.55 feet to a 1/2" iron rod set for corner;

THENCE, South 51 degrees 45 minutes 43 seconds East, 871.78 feet to a 1/2" iron rod set for corner;

THENCE, North 69 degrees 48 minutes 15 seconds East, 355.84 feet to a 1/2" iron rod set for corner;

THENCE, North 00 degrees 29 minutes 15 seconds West, 47.05 feet to a 1/2" iron rod set for corner;

THENCE, North 89 degrees 30 minutes 45 seconds East, 60.00 feet to a 1/2" iron rod set for corner;

THENCE, South 82 degrees 12 minutes 55 seconds East, 124.17 feet to a 1/2" iron rod set for corner;

THENCE, South 34 degrees 57 minutes 52 seconds East, 1232.69 feet to a 1/2" iron rod set for corner, said iron rod being in the existing south line of said The Mad Dog Joint Venture tract;

THENCE, South 89 degrees 30 minutes 45 seconds West, along the south line of said The Mad Dog Joint Venture tract, 2255.39 feet to the POINT OF BEGINNING.

EXHIBIT A