

THIRD AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LSE HOMEOWNERS ASSOCIATION, INC.

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LSE HOMEOWNERS ASSOCIATION, INC.
THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Recitals

- A. On June 21, 2016, a Declaration of Covenants, Conditions, and Restrictions for LSE Homeowners Association, Inc., a Texas corporation, was filed under instrument number 2016010762, Official Public Records, Randall County, Texas (the ***Original Declaration***).
- B. On August 8, 2016, an Amendment of Declaration of Covenants, Conditions, and Restrictions for LSE Homeowners Association, Inc. was filed under instrument number 2016014036, Official Public Records, Randall County, Texas (the ***First Amendment***).
- C. On March 8, 2017, a Second Amendment of Declaration of Covenants, Conditions, and Restrictions for LSE Homeowners Association, Inc. was filed under instrument number 2017004129, Official Public Records, Randall County, Texas (the ***Second Amendment***).
- D. LSE Homeowners Association, Inc. (***Declarant***) has since sold all of the Property (defined in Section 1.21) to several third parties (each an ***Owner*** as defined in Section 1.16).
- E. The Property was developed and is being developed as a single-family residential subdivision and each Owner purchased his or her respective Lot (defined in Section 1.13) subject to the Original Declaration, as amended by the First Amendment and Second Amendment. The Original Declaration, as amended, accomplished the following:
- (1) established a general scheme for the development of the Property and enhancing and protecting the value, attractiveness, and desirability of Lots within the Property;
 - (2) preserves the natural flora, trees, and vegetation on the Property in its natural state except for areas which are improved according to the Declaration, as amended;
 - (3) runs with title to the Property and are binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof; and
 - (4) inures to the benefit of each Owner of the Property.
- F. **IMPORTANT NOTICE:** PURSUANT TO THIS DECLARATION FOR LSE HOMEOWNERS ASSOCIATION, INC., UPON PURCHASING A LOT EACH OWNER BECOMES A MEMBER OF LSE HOMEOWNERS ASSOCIATION, INC., AND BECOMES OBLIGATED TO PAY ASSESSMENTS TO LSE HOMEOWNERS ASSOCIATION, INC.
- G. **LIEN DISCLOSURE:** EACH LOT IS SUBJECT TO ASSESSMENT LIENS DESCRIBED IN THIS DOCUMENT.

- H. **NOTICE OF STATUTE:** EACH OWNER OF A LOT IS ADVISED THAT § 202.004 OF THE TEXAS PROPERTY CODE AUTHORIZES COURTS TO ASSESS CIVIL DAMAGES FOR THE VIOLATION OF RESTRICTIVE COVENANTS IN AN AMOUNT NOT TO EXCEED \$200.00 FOR EACH DAY OF THE VIOLATION.
- I. Declarant and at least 51% of the Owners of the Lots, as required by the Original Declaration, desire to further amend and completely restate the Declarations as set forth in this Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions (the ***Declaration***).

Declaration

Now, therefore, Declarant and the Owners adopt, establish, and impose the following covenants, liens, and restrictions upon the Property and declare that the Property will be held, owned, leased, transferred, sold, conveyed, use and occupied subject to such covenants, liens, and restrictions.

Definitions

Unless the context otherwise indicates or requires, the following words or phrases when used in this Declaration have the following meanings:

- 1.0 "Accessory Buildings" - means detached garages, workshops, guest quarters, servant quarters, cabanas, tool houses, and other outbuildings.
- 1.1 "Approved Containers" - means containers of the type and size as required by Declarant or the Master Association to hold trash, construction debris, and other debris.
- 1.2 "Approved Trees" - has the meaning set forth in Section 5.2.
- 1.3 "Board of Directors" - means a committee of three members elected by the Master Association.
- 1.4 "Building Plan" - has the meaning set forth in Section 4.0.
- 1.5 "Building Site" - means that portion of a Lot which may be improved with a Residence, Accessory Buildings, driveways, and landscaping.
- 1.6 "Common Areas" - means any areas designated on the Plat or by the Master Association as "Common Areas".
- 1.7 "Declarant" - means LSE Homeowners Association, Inc., a Texas corporation, its successors and assigns, and includes any Person to which Declarant may assign its rights, privileges, duties, and all obligations hereunder as provided in Section 6.12, but excluding any Person merely purchasing one or more Lots from Declarant.
- 1.8 "Declaration" - means this Third Amended and Restated Declaration of Covenants,

Conditions and Restrictions for LSE Homeowners Association, Inc. and any amendments or modifications filed in the Official Public Records of Randall County, Texas.

- 1.9 "Developer" - means Declarant and any person who (1) develops additional tracts of land and (2) who subjects such additional tracts of land to the Master Declaration.
- 1.10 "Dues" means monthly monetary assessments for all Owners.
- 1.11 "Landscaped Area" - means an area which may be planted with grass, trees, or other vegetation. The Landscaped Area must be located within the Building Site and may not be larger than three square feet of land for each one square foot of floor space in the Residence and Accessory Buildings, except Approved Trees of a reasonable number may be placed outside the Building Site.
- 1.12 "Landscape Requirements" - has the meaning set forth in Section 5.0.
- 1.13 "Lot" - means each Lot (each a "Lot" and collectively "Lots") shown on the Plat.
- 1.14 "Master Association" - means "LSE HOMEOWNERS ASSOCIATION, INC." and its successors and assigns.
- 1.15 "Natural Area" - means all of the Lot except the Building Site and the Landscaped Area.
- 1.16 "Owner" - means each Person who is a record owner of a fee simple interest in any Lot but excluding any Person who holds only a lien or interest in the Lot as security for the performance of any obligation.
- 1.17 "Person" - means any natural person, corporation, limited liability company, partnership, limited liability partnership, limited partnership, trust, or other legal entity.
- 1.18 "Plat" - means all Plats (each "a Plat" and collectively "Plats") of any portion of the Property, including but not limited to that certain Plat of the Property recorded on April 20, 2016, under Instrument No. 2016006432 of the Official Public Records, Randall County, Texas, and any amendments thereto.
- 1.19 "Property" - means the following described property:

40.390 Acres Out of Sections 5 and 6 of the Tyler Tap Railroad Company Survey, Randall County, Texas, as described more specifically in the Plat; and now also known as Lone Star Estates No. 1, an Addition to Randall County, Texas

including other tracts of land contiguous to the Property that Declarant may acquire in the future and subject to this Declaration. Declarant and Declarant's successors and assigns may in their sole discretion, without the joinder of any other Person, subject such future acquired tracts to this Declaration by recording in the Deed Records of Randall County, Texas, supplements to this

Declaration containing the descriptions of such additional tracts.

1.20 "Residence" - means one detached single-family house.

1.21 "Streets" - means those certain public roads or streets used for ingress and egress designated on the Plat for motor vehicle use, including but not limited to Bluff Ridge Trail as identified on the Plat.

Other terms used in this Declaration are defined in various provisions of this Declaration.

Article 2 Restrictions on Use of Lots

2.0 Residential Use.

All Lots are to be used for single-family residential purposes only. No building may be erected, altered, placed, or permitted to remain on any Lot other than one Residence per Lot with Accessory Buildings and other buildings approved by the Board of Directors. Provided, however, any Lot or Property owned by the Master Association may be used for any purpose benefitting the Owners as determined by the Master Association.

2.1 Use of Garages.

No garage may be converted to living space or used in any manner to preclude the parking of two motor vehicles therein.

2.2 Single-Family Use.

No Residence may be occupied except by one family consisting of persons related by blood, adoption, or marriage, or by no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants who are being paid a reasonable salary for their services.

2.3 Front Elevation of Residence.

All Residences must be constructed to face the street on which the Lot fronts unless the Lot fronts on two Streets in which case, the Residence must front, as the Board of Directors may approve, on either of the two Streets or partially on both.

2.4 Electric/Barbed Wire/Chain Link Fences.

Unless approved by the Board of Directors, no electric fences will be allowed on the Property. No barbed wire fence will be allowed on the Property except in locations approved by Developer. No chain link fence will be allowed on the Property where visible from the Common Areas. In all instances, the Board of Directors must approve the style, height, and material of all fences. In granting such approval, the Board of Directors, in its

sole discretion, may consult with the Owners of Lots neighboring the Lot Owner requesting such fence.

2.5 Improvements.

The Board of Directors must approve improvements and landscaping. All portions of a Lot not included in the Building Site must remain in its natural state, except Approved Trees of a reasonable number may be placed outside the Building Site.

2.6 Description of Trees.

No tree larger than a 3-inch caliper for single trunk as measured at a point six inches above the root ball and 6-inch caliper for multi-trunked configurations as measured at a point six inches above the root ball may be destroyed without the Board of Directors' consent. If an Owner damages or destroys such a tree without the Board of Directors' consent, Owner must replace the tree with a similar tree that has at least a 3-inch caliper for single trunk as measured at a point six inches above the root ball and 6-inch caliper for multi-trunked configurations as measured at a point six inches above the root ball. Multi-trunked trees must be calipered by taking the diameter of the largest trunk and one-half of the measurement of the remaining trunks to obtain an aggregate of at least six inches total.

2.7 Lease of Lot.

No Lot may be leased, occupied, rented, or otherwise inhabited by any Person other than the Owner in accordance with Section 2.2.

2.8 Temporary Structures.

No temporary dwelling, shop, trailer, mobile home, manufactured home, modular home, or structure of any kind of a temporary character will be permitted on any Lot except: (i) children's playhouses and dog houses which may be placed on a Lot only in places which are not visible from any Street unless otherwise approved by the Board of Directors; (ii) buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any Street unless otherwise approved by the Board of Directors; and (iii) a builder or contractor may have a temporary construction trailer on a Lot during construction of the Residence on that Lot.

2.9 Greenhouses and Gazebos.

As required in Section 4.0, no greenhouse or gazebo may be placed or constructed on a Lot without the prior approval of the Board of Directors.

2.10 No Prefabricated Structures.

No prefabricated structure or other type of building may be moved onto a Lot unless approved by the Board of Directors.

2.11 Vehicles.

All automobiles must be parked on a drive constructed of asphalt, gravel, concrete, or other similar all-weather surface, or inside a garage. All other motor vehicles or motorized craft, including, but not limited to boats, trailers, marine craft, hovercraft, aircraft, recreational vehicles, pick-up campers, travel trailers, motor homes, camper body, tractors, horse trailers, all-terrain vehicles, or similar vehicle or equipment may only be parked on any Lot with approval from the Board of Directors when such vehicle or craft is visible to the public from a neighboring Lot or the Street.

2.12 Hazardous Materials.

No vehicles of any size which transport flammable, explosive, or hazardous cargo may be kept on the Property at any time.

2.13 Prohibited Animals.

No animals, livestock, or poultry of any kind may be raised, bred, or kept on the Property, except dogs, cats, and other household pets to provide companionship for the private family. Additionally, chicken coups are allowed, but each household is limited to four chickens total. The Master Association may inspect and approve or disapprove the chicken coups. All animals other than dogs or cats must be approved by the Master Association. No pet may be kept on a Lot that interferes with the quietude, health, or safety of the community.

2.14 Dogs and Cats.

No pets may be kept on the Lot that interfere with the quietude, health, or safety of the community. It is the pet Owner's responsibility to keep the Lot clean and free of pet debris. All pets must be properly tagged for identification and vaccinated against rabies. Owners of dogs must keep the dogs from barking so as not to disturb any other Owner of a Lot. All animals are to be secured on a Lot or otherwise kept on leash within the Property. Further, no animal breeding business is permitted on any portion of the Property.

2.15 Junk/Trash.

No portion of the Property may be used as a dumping ground for junk, dead tree limbs, rubbish, or any other material, or as a site for the accumulation of unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative vehicles, and discarded appliances and furniture. Trash, garbage, waste, and other debris may not be kept on any Lot except in Approved Containers screened from view from all Streets. Containers located on the Lot during construction of improvements, must be removed upon completion of the construction. If trash, garbage, waste, or debris will not fit into Approved Containers, it must be completely removed from the Property and not stored on any portion of the Property at any time. All junk, equipment, inoperative motor vehicles, and other similar junk must be removed or may be removed from the

Property at Owners expense and shall be subject the Owner to a Special Owner Assessment without the necessity of vote by the Members, as defined in the Master Declaration.

2.16 Antennas.

Except with the consent of the Board of Directors, no ham radio antennae, citizens band antennae, or large satellite dishes (greater than three feet in diameter) will be allowed on a Lot.

2.17 Prohibited Activities.

No Lot or improvement may be used for commercial, wholesale, retail, or manufacturing purposes of any kind. No noxious or offensive activity may be undertaken on the Property, and nothing may be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this Section prohibits a builder's temporary use of a Residence as a sales office until the builder's last Residence on the Property is sold. Nothing in this Section prohibits an Owners use of a Residence for quiet, inoffensive activities such as home office, tutoring or giving music or art lessons so long as such activities do not materially increase the number of cars parked on the Lot or Streets or interfere with adjoining Owner's use and enjoyment of Streets, their Residences, and yards.

2.18 Easement Protection.

Within easements on each Lot, no structures, planting, or materials may be placed or permitted to remain which may: (i) damage or interfere with the installation and maintenance of utilities; (ii) change the direction of flow of water within drainage channels; or (iii) obstruct or retard the flow of water through drainage channels. Further, no Owner may permit any easement across a Lot without the consent of the Board of Directors.

2.19 Signs.

The Board of Directors has the right to approve or reject any sign placed on the Property. No sign of any kind may be displayed to the public view on any Lot except (i) one sign of not more than six square feet advertising the Property for rent or sale, (ii) signs used by a builder during construction and sales periods, and (iii) political signs no more than 30 days before a national, state, or local election day which must be removed within two days after such election. The Board of Directors has the right to remove any sign, billboard, or other advertising structure that does not comply with this Section and in so doing will not be subject to any liability for trespass or any other liability in connection with such removal.

2.20 Clothes Drying/Yard Equipment.

The drying of clothes in public view is prohibited. A drying yard or other suitable enclosure must be constructed to screen from public view the equipment such as clothes drying equipment, yard equipment, and storage piles.

2.21 No Fires.

Except within fireplaces in the Residence and outdoor fireplaces and fire pits and except for outdoor cooking, no burning of anything is permitted anywhere on the Property.

2.22 No Firearms.

No firearms may be discharged on the Property, except for lawful uses of self-defense.

2.23 No Hunting.

No hunting or trapping is allowed on the Property.

2.24 All Terrain Recreational Vehicles.

Motorized dirt bikes, 3-wheelers, 4-wheelers, or similar all terrain recreational vehicles may be operated on the Property. Motorcycles and similar vehicles designed solely for highway use may be operated for ingress and egress to the Property.

2.25 Re-subdivision.

No Lot may be subdivided.

2.26 Composite Building Site.

Any Owner of one or more adjoining Lots may, with the Board of Directors' prior approval, consolidate such Lots into a single Building Site. The side Lot setback for such Building Site will be measured from the exterior of the combined Lots. The combined Lots will remain separate Lots for all purposes such as voting and assessments.

2.27 Accessory Buildings.

Accessory Buildings may not be used at any time to live in except for a guest house which is constructed simultaneous or subsequent to the construction of the Residence.

2.28 Outdoor Parties.

Disruptive parties and disruptive congregations of people on any Lot is prohibited.

2.29 Outdoor Lighting and Outdoor Speakers.

No bright outdoor lighting or loud outdoor speakers will be permitted on any Lot.

Article 3
Construction Procedures

3.0 Utilities.

All utilities must be installed underground except as approved by the Board of Directors.

3.1 Building Materials.

All structures on a Lot must be constructed on the Building Site. No building material of any kind or character may be placed or stored upon a Lot until the commencement of construction of improvements. During construction, materials must be placed only within the Building Site upon which the improvements are to be erected. Construction and use of materials must progress without undue delay.

3.2 Completion of Residences.

Construction of all Residences must be completed within 12 months from the date construction is commenced unless extended by the Board of Directors.

3.3 Completion of Accessory Buildings.

Construction of all Accessory Buildings must be completed within 120 days from the date of construction is commenced unless extended by the Board of Directors.

3.4 Garage Requirements.

Each Residence must have at least a three-car attached garage. The garage must conform in design and materials with the main structure of the Residence. Unless otherwise approved by the Board of Directors, all garages and Accessory Buildings must open at a 90° angle or more away from the Street.

3.5 Drainage.

Before any driveway or access is constructed on a Lot, a concrete approach must be constructed between the Street and the driveway or access on the Lot so the natural profile of the Lot remains the same and so as not to prevent natural drainage patterns of the Streets and Lots. The concrete approach must be in a form and size approved by the Board of Directors.

3.6 Driveways.

All vehicle approaches into garages and Accessory Buildings must extend from the garage or Accessory Buildings at least 20 feet, must be a minimum width of 18 feet, and constructed of concrete. The remaining driveways from the street to the Residence must

have an all-weather surface approved by the Board of Directors.

3.7 Minimum floor Area.

The total air-conditioned living area of the Residence on each Building Site, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and basements, must be at least 2,500 square feet. Minimum total square feet must be at least 2,800 square feet. If two stories, there must be at least 1,500 square feet on the ground floor exclusive of open porches, garages, patios and basements. All split-level Residences must have the number of square feet on each level of the Residence as required by the Board of Directors.

3.8 Size of Accessory Buildings.

The total square footage area of all Accessory Buildings may not exceed in the aggregate 50.0% of the size of the Residence constructed on the Lot without approval of the Board of Directors.

3.9 New Materials.

All building materials must be new; however, used brick is acceptable.

3.10 Exterior Walls.

Unless otherwise approved by the Board of Directors, the exterior walls of the Residence constructed on a Lot, including but not limited to chimney flues, must be at least 70% brick, brick veneer, stone, stone veneer, or other masonry material, stucco, or synthetic stucco as approved by the Board of Directors. The color of all such materials, paint, or trim visible on the exterior of a Residence is subject to the approval of the Board of Directors.

3.11 HVAC Systems.

All heating, ventilation, and air conditioning systems ("HVAC Systems") on the ground must be screened with the same material used on the exterior walls of the Residence so the HVAC Systems are not visible from the Streets. The screen for the HVAC Systems must be constructed with material and in a size, height, and design approved by the Board of Directors. HVAC Systems may not be installed on the ground in front of a Residence. HVAC Systems may not be installed on the roof of a Residence where they are visible from any Streets unless approved by the Board of Directors. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a Residence or Accessory Building or at any other location where it is visible from any Streets.

3.12 Fences.

All Fences must be constructed at locations, with material, and in a size, height, and design

approved by the Board of Directors. A fence enclosing or partially enclosing a Building Site may not be constructed before the construction of the Residence on the Lot. No fencing may be placed on any Natural Area unless approved by the Board of Directors. For any Lot along the rim of the canyon, no solid privacy fence or wall may extend more than 50 feet from any exterior wall of the Residence unless such length would block the view of the canyon in the sole discretion of the Board of Directors. For any Lot along the rim of the canyon, fencing that extends more than 50 feet from the Residence must be constructed of decorative and see-through fencing such as wrought iron or split rail fencing, but not chain-link or wire fencing.

3.13 Setback Restrictions.

Unless approved by the Board of Directors because of the terrain of the Lot, (i) the Residence and all Accessory Buildings on any Lot must be set back 65 feet from the front Lot line, (ii) the Residence and all Accessory Buildings on any Lot must be set back from the side Lot line at least 25 feet, and (iii) the Residence and all Accessory Buildings on any Lot must be set back 65 feet from the back Lot line.

3.14 Roofs.

Unless approved by the Board of Directors, no roof will have less than 6 in 12 roof slope or more than 12 in 12 roof slope. No wood roofs or single tab composition roofs will be allowed on any Lot. The Board of Directors has the right to approve the color of all roofing materials. Unless otherwise approved by the Board of Directors, all roofs must be either:

- (1) laminated shingles with at least a 30-year warranty by the manufacturer;
- (2) cement, clay, or plastic tiles; or,
- (3) metal roofing material, but galvanized corrugated roofing is not acceptable.

3.15 Irrigation System.

Before a Residence may be occupied or used, the Owner must install an automatic irrigation system in the Landscaped Area of the Lot so it is adequately irrigated.

3.16 Portable Sanitary Systems.

During construction on any Lot, the builder must provide a portable sanitary system for use by contractors, subcontractors) and their employees until the construction is completed.

3.17 Construction Debris.

During construction on a Lot, the builder must put all construction trash which is susceptible to being blown from the construction site in the Approved Containers furnished by the builder to prevent trash from blowing off the construction site. The Approved

Containers must be emptied periodically, at the builder's expense, so there is always room for the trash. Builders must prevent construction trash from blowing out of the Approved Containers and off the construction site. The Board of Directors may impose a fine on the builder or Owner for each violation of this provision. The fine for the first violation will be \$25.00. The fine for each subsequent violation will be \$100.00. The Board of Directors may hire a third party to collect and control the trash and pay the cost arising therefrom. If the builder or Owner fails to pay the fines and costs upon demand, the fines and costs will become a Special Owner Assessment as provided in Section 6.3 of the Master Declaration without necessity for a vote by the Members, and the Owner must pay the fines and costs.

3.18 Building Code.

The construction of all residences and Accessory Buildings must comply with all applicable building codes in force from time to time in the City of Canyon, Randall County, Texas, except for the drilling and completion of water wells and construction of septic systems which must comply with all applicable laws and regulations.

Article 4 Architectural Control

4.0 Authority.

No Residence, Accessory Building, greenhouse, gazebo, fence, wall, driveway, or other structure may be commenced, erected, placed, maintained, altered, re-roofed, or replaced, or the exterior stained, painted, or repainted until all colors, plans and specifications, and a plot plan (collectively the "Building Plan") have been submitted to and approved in writing by the Board of Directors. The Board of Directors may refuse to approve a Building Plan which may, in the reasonable opinion of the Board of Directors, adversely affect the living enjoyment of the Owners or the general value of Lots. In considering the harmony of external design between existing structures and the Building Plan, the Board of Directors will consider only the general appearance of the proposed building as can be determined from the exterior elevations on submitted plans.

4.1 Plan Submittal.

A complete copy of the Building Plan must be submitted in duplicate to Board of Directors or its designee either by (i) certified mail, return receipt requested or (ii) personal delivery to the Board of Directors, but personal delivery will not be valid unless receipt of the Building Plan is acknowledged in writing by the Board of Directors or its designee. The Building Plan must be submitted at least 15 days before commencement of staining or painting or commencement of construction of the improvements or re-roofing. The Building Plan must-if at all possible-show the nature, kind, shape, height, materials, exterior color scheme, and location of all improvements including but not limited to elevations and floor plans on each structure to be built, square footage, roof pitch, and percentage of brick or other material to be used as exterior siding. The Building Plan must specify building location on the Building Site. Samples of proposed construction materials

must be delivered promptly to the Board of Directors upon request.

4.2 Multiple Submissions of Building Plan.

If the Building Plan submitted to the Board of Directors does not include all information required in Section 4.1 at the first submittal, the remaining information must be submitted to the Board of Directors within 45 days after the date of the first submittal. If all the information required in Section 4.1 is not included in the Building Plan submitted to the Board of Directors the second time, any future submittal of the Building Plan will require a submission fee of \$100.00 for the Board of Directors to consider the Building Plan.

4.3 Approval Procedures.

When the Building Plan is approved by the Board of Directors, the Board of Directors will sign and mark "APPROVED" on one Building Plan and return it to the Person furnishing the Building Plan and will sign and retain the duplicate Building Plan. If not approved by the Board of Directors, the Building Plan will be returned marked "NOT APPROVED" and will be accompanied by a statement of the reasons for disapproval signed by a representative of the Board of Directors. Any exterior modification of an approved Building Plan must again be submitted to the Board of Directors for approval. The Board of Directors' approval or disapproval, as required herein, must be in writing. Verbal statements about the Building Plan will not be binding upon the Board of Directors. If the Board of Directors fails to approve or disapprove the Building Plan within 21 days after the submission of all information required, written approval of the proposal will not be required, and compliance with this Article 4 will be deemed to have been completed. In case of a dispute about whether the Board of Directors responded within the required time period, the Person submitting the Building Plan will have the burden of establishing the date the Board of Directors received it.

4.4 Standards.

The Board of Directors will use its best efforts to promote and ensure a high level of the architectural design, quality, harmony, taste, and conformity throughout the Property consistent with this Declaration. The Board of Directors will have the sole discretion with respect to taste, design, exterior color, and all standards specified herein. One objective of the Board of Directors is to prevent the building of unusual, radical, curious, odd, bizarre, peculiar or irregular structures on the Property. The Board of Directors, from time to time, may publish and promulgate bulletins regarding architectural standards which will be fair, reasonable, and uniformly applied and will carry forward the spirit and intention of this Declaration.

4.5 Rules and Regulations.

The Board of Directors may promulgate and enforce reasonable rules and regulations to carry out its architectural control duties or conduct its proceedings, including the formulation of guidelines to govern construction and maintenance of improvements and

for the establishment and collection of a reasonable fee for performance of its architectural control duties and functions. The Board of Directors may, in its sole discretion, change the guidelines in any manner to supplement, amend, delete modify, or abandon the guidelines as it deems reasonable.

4.6 Arbitration.

An Owner aggrieved by a decision of the Board of Directors regarding the Owner's Lot will have the right to submit the Board of Directors' decision to arbitration. To do so, within 15 days following the date of the Board of Directors' decision, the Owner must give the Board of Directors written notification of the Owner's intention to submit the decision to arbitration; otherwise, the right to arbitration is waived. Within 10 days of the notice to the Board of Directors, the Owner must appoint an architect, the Board of Directors must appoint an architect, and the two appointed architects must, within 10 days of their appointment, select a third architect. The three architects must (i) have been licensed as an architect under the laws of the State of Texas for more than 10 years, (ii) have practiced architectural drafting of residential house plans for at least three years, and (iii) not have prepared the Building Plan. The architects will serve as an arbitration board to review the decision of the Board of Directors. The decision of two of the arbitration board will be final and binding upon the Owner and the Board of Directors. The prevailing party must pay the fee of the architect appointed by that party and the losing party must pay the fees of the other two architects. If the Board of Directors is the prevailing party, then the Owner will pay the legal fees incurred by the Board of Directors or the Master Association.

4.7 Deviation.

The Board of Directors may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of this Declaration or its rules and regulations relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the Board of Directors' sole judgment. Such modifications and deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and its improvements as a whole. The Board of Directors may require the submission to it of such documents and items as it deems appropriate in connection with its consideration of a request for variance. The Board of Directors may require an Owner to pay the Master Association a fee in an amount solely determined by the Board of Directors for granting a request for a variance.

4.8 Liability of the Board of Directors.

The Board of Directors and its members, partners, officers, directors, agents, employees, shareholders, and attorneys have no liability for their decisions so long as such decision are made in good faith and are not arbitrary or capricious and Owner waives any right of claim or demand against The Board of Directors and its related parties. Any errors in or

omissions from the Building Plan will be the responsibility of the Owner. The Board of Directors has no obligation to check for errors in or omissions from the Building Plan or check the Building Plan for compliance with the general provisions of this Declaration, State or Federal statutes or the common law, setback for Lot lines, building lines, easements, or any other matters.

Article 5 Landscaping

5.0 Landscaping Requirements.

Unless otherwise approved by the Board of Directors, each Owner of a Lot must comply with the Landscape Requirements set forth in this Article 5 (the "Landscape Requirements"). Any portion of the Natural Area that is damaged or destroyed during construction or otherwise must be replanted with native grass. All of the Landscaped Area must be completed with shrubbery, live ground cover, or grass as required by the Board of Directors.

5.1 Minimum Landscaping.

It is Declarant's desire that the native and natural grasses, flora, trees, and plants on each Lot remain undisturbed except as required for the actual location of the Residence, Accessory Building, driveways, and sidewalks. New landscaping may be planted only on the Landscaped Area. Native plants and landscaping may be planted along driveways as approved by the Board of Directors. No xeriscaping composed of primarily gravel, rocks, cacti succulents or similar materials and species is permitted.

5.2 Trees.

Prior to planting, the Board of Directors must approve the type and size of any trees that are to be planted in the Landscaped Area (the "Approved Trees"); however, the following trees may never be planted on the Property:

- (a) cedar;
- (b) mesquite; or
- (c) juniper.

5.3 Tree Location.

The Owner of each Lot must plant at least two Approved Trees in the Landscaped Area. The Owner of each Lot is allowed to plant a reasonable number of Approved Trees outside the Landscaped Area.

5.4 Completion of Landscaping.

Landscape Requirements must be completed with 180 days after the first to occur of (i) substantial completion of the Residence or (it) occupancy of the Residence.

5.5 Maintenance of Landscaping.

Each Owner must maintain their irrigation system and comply with the Landscape Requirements in the Landscaped Area at Owner's own cost and expense. The Owner's maintenance obligation will include but will not be limited to responsibility for:

- (a) replacing dead or damaged trees with live Approved Trees;
- (b) watering and fertilizing all landscaping within the Landscaped Area;
- (c) pruning all trees on Owner's Lot;
- (d) mowing grass within the Landscaped Area;
- (e) insect control for all landscaping;
- (f) maintaining the Landscaped Area in a sanitary and attractive manner; and,
- (g) maintaining the irrigation system in the Landscaped Area in good operating condition.

Grass and weeds in the Landscaped Area on each Lot must be kept mowed at regular intervals to maintain the Landscaped Area in a neat and attractive manner. Owners of all Lots must not permit weeds or grass to grow more than four inches high in the Landscaped Areas.

Upon failure of any Owner to maintain any Lot or replant trees as required, the Board of Directors or the Master Association, or their assigns may, at their option, replant trees and have the grass, weeds, and vegetation mowed as often as necessary in its judgment, and the Owner of the affected Lot will be obligated, when presented with an itemized statement, to pay the cost of the work. This provision may be enforced as a Special Owner Assessment as provided in Section 6.3 of this Declaration without the necessity of a vote by the Members.

5.6 Maintenance of Natural Area.

The Natural Area must remain in its natural state as much as reasonably possible; however, the Board of Directors of the Master Association may require Owners to mow the Natural Area on their Lot to maintain good fire prevention procedures. This provision may be enforced as a Special Owner Assessment as provided in Section 6.3 of this Declaration without necessity of a vote by the Members.

Article 6 General Provisions

6.0 Easements.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are reserved across all Lots as necessary for the installation, replacement, operation, maintenance, removal, and ownership of utility service lines from the Lot lines to the Residences. A 20-foot easement is reserved along all Lot lines for the purpose of installation, replacement, maintenance, repair, removal, and ownership of the public utility service lines serving the Property.

6.1 Recorded Plat.

All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and will be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant, whether specifically referenced to therein or not.

6.2 Maintenance of improvements.

Each Owner of a Lot must:

- (a) maintain the exterior of the Residence, the Accessory Buildings, fences, walls, and other improvements on the Owner's Lot in good condition and repair;
- (b) replace worn and rotten parts;
- (c) regularly repaint or re-stain all painted and stained surfaces; and,
- (d) not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or other exterior portions of the improvements to deteriorate.

Upon failure of any Owner to maintain any Lot as required above, the Board of Directors or the Master Association, or their assigns may, at their option, maintain the exterior of the Residence as often as necessary in its judgment, and the Owner of the affected Lot will be obligated, when presented with an itemized statement, to pay the cost of the work. This provision may be enforced as a Special Owner Assessment as provided in Section 6.3 of the Master Declaration without the necessity of a vote by the Members.

6.3 Assessments.

The Owner of a Lot, by acceptance of a deed or other conveyance documents (whether or not any agreement to pay Assessments is included in such deed or document), will be deemed to covenant and agree to pay the Association, or any person designated by the Association, all of the following Assessments:

- (a) Dues. Until changed by the Board, each Owner must pay Dues of \$60.00 per

month which will be used to pay for the following:

- (1) Regular Road Maintenance;
- (2) Snow Removal; and
- (3) Animal or Wildlife Nuisance

Dues may be adjusted from time to time by the Master Association.

- (b) Any other reasonable fees as determined by the Association for purposes of enforcement of covenants or for funding major capital repairs, maintenance, replacement and improvements ("Special Owner Assessments").

6.4 Abatement and Enjoinment of Violations by Owners.

The breach of any provisions of the Declaration will give the Declarant or the Board or its agents the right, in addition to any other rights set forth in this Declaration:

- (a) to enter the Lot in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any person, structure, thing, or condition that may exist contrary to the intent and meaning of the Declaration, and the Declarant or the Board or its agents will not be deemed guilty in any manner of trespass; and to expel, remove, and put out, using such force as may be necessary in so doing without being liable to prosecution or any damages therefor; and,
- (b) to enjoin, abate, or remedy by appropriate legal proceedings the continuance of any breach.

6.5 Mortgages.

The breach of any provision hereof will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Lot or any party thereof encumbered by such mortgage or deed of trust, but the provisions will be binding as to Lots acquired by foreclosure, trustee's sale, or otherwise, only as to any breach occurring after such acquisition of title.

6.6 Term.

This Declaration will run with and bind title to the Property and will remain in full force until June 21, 2046. This Declaration will thereafter extend automatically for successive periods of 10 years unless amended as provided in Section 6.11.

6.7 Severability.

If any condition, covenant, or restriction herein contained is invalid (which invalidity will not be presumed until it is determined by the final non-appealable judgments to final non-appealable order of a court of competent jurisdiction) such invalidity will not affect any other condition, covenant, or restriction, each of which will remain in full force and effect.

6.8 Binding Effect.

Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each Person acquiring any part of the Property. The conditions, covenants, restrictions, and agreements herein are not for the benefit of the Owner of any land except land included in the Property and other land subjected to this Declaration. This instrument, when executed, will be filed for record in the Official Records of Randall County, Texas, so that each Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions, and agreements herein contained.

6.9 Enforcement.

Declarant, the Master Association, and the Owner of each Lot have an easement and the right to have this Declaration faithfully carried out and performed with reference to each Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof and to recover damages. The Owner of each Lot has the right and easement to have this Declaration strictly construed and applied to all Lots whether owned by Declarant, its successors and assigns, or others regardless as to whether or not reference to this Declaration is made in the document conveying the Lot to the Owner. Failure by any Owner or Declarant to enforce this Declaration will not be deemed a waiver of the right to do so thereafter. Prior to taking any action pursuant to Section 6.4(a) or (b) or this Section 6.9, the Declarant or the Board must first give written notice of any breach or default and provide 30 days to cure such breach or default. If however, the breach or default cannot reasonably be cured within said 30 days, then an Owner shall not be in default or breach if such Owner commences to cure the breach or default within the cure period and diligently and in good faith continues to cure the breach or default.

6.10 Addresses.

Any notices or correspondence to an Owner of a Lot must be addressed to the street of the Lot. Any notice or plan submission to Declarant or the Board of Directors must be made by email to lonestarestatestx@gmail.com.

Declarant or the Board of Directors may change its address for notice and plan submission by recording in the Official Public Records of Randall County, Texas, a notice of change of address.

6.11 Amendment.

At any time, the Owners of fee simple title to 51.0% of the Lots and the Lots included in all additional Property subjected to the Master Declaration (as shown by the Official Public Records of Randall County, Texas) may amend the covenants, conditions, and restrictions set forth by recording an instrument containing such amendment, except that for 30 years following the recording of this Declaration, no such amendment will be valid or effective without the joinder of Developer. Developer will be under no obligation to consent to any amendment of this Declaration.

6.12 Assignability.

Declarant or its successors or assigns may assign their rights, privileges, duties, and obligations hereunder by a document signed by Declarant or its successors or assigns specifically assigning their rights, privileges, duties and obligations hereunder, which documents must be recorded in the Official Public Records of Randall County, Texas.

6.13 Approvals.

All consents and other evidences of approval by Declarant or the Board of Directors must be in writing and signed by Declarant or the Board of Directors before they are binding.

6.14 Indemnification.

To the fullest extent permitted by applicable law, each Owner shall indemnify, protect, and defend the Developer, the Board of Directors of the Master Association, other members of the Master Association, their officers, directors, shareholders, employees, agents, attorneys, successors, and assigns (collectively the "Indemnatee") for, from, against, and in respect to all damages, claims, causes of action, losses, liabilities, and expenses (including without limitation reasonable attorney's fees, costs of investigation, paralegal fees, and other expenses) which may be imposed upon, incurred by, or asserted against any Indemnatee arising from or as a result of any injury to or death of any person or damage to property of any Person which is caused by an Owner, except for claims by the negligence or willful misconduct of an Indemnatee.

6.15 Limitation of Liability.

Developer will not be liable to any Owner or occupant of any Lot or to any other party for any demand, claim, or loss arising from the breach of any provision of this Declaration by any Person other than Developer.

6.16 Time of Essence.

Time is of the essence.

6.17 Gender.

When the context requires, singular nouns and pronouns include the plural.

6.18 Disclaimers.

Owner, by the purchase of any Lot, acknowledges Owner has had an adequate opportunity to make such legal, factual, and other inquiries and investigations, including actual physical investigations, as it deems necessary, desirable, or appropriate with respect to Owner's Lot. Those inquiries and investigations of Owner have included, but were not limited to, the physical components of all portions of the Owner's Lot, the conditions of the Owner's Lot, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Owner's Lot is located, and the value and marketability of Owner's Lot.

Owner, by its purchase of any Lot, accepts his/her Lot in its physical condition as of the date of purchase, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Declarant in the event of discovery of any defects of any kind, latent or patent. Owner acknowledges and agrees that Declarant has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the property or any portion thereof, and (I) DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF ANY LOT, AND (ii) DECLARANT DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Article 7 Membership and Voting Rights

7.1 Membership.

Each Owner, including Developer, automatically is a member of the Association ("Member"), except for the following which are considered "Non-Member Owners":

- (a) the City is not a Member unless it owns a Lot other than the Common Areas, Landscaped Areas, Streets or public easements;
 - (b) a public-school district is not a Member unless it owns a Lot other than that used as a public school; and
 - (c) a utility provider is not a Member unless it owns a Lot other than utility easements.
- Membership in the Association is appurtenant to and cannot be separated from

ownership of a Lot. Any transfer of fee simple title to any Lot automatically transfers membership in the Association to the new Owner. The word "Owner" as used in this Master Declaration does not include any Non-Member Owner.

7.2 Member in Good Standing.

A Member will be a "Member in Good Standing" and eligible to vote if the Member:

- (a) has, within 10 days before the taking of any vote by the Association, fully paid all Assessments and other sums required herein and in the Association Documents;
- (b) does not have a Notice of Unpaid Assessments filed by the Association against any Lot owned by the Member; and
- (c) has discharged all other duties and obligations to the Association as provided in the Association Documents.

The Board may determine the good standing of any Member at any time and shall make such determination with respect to all Members before any vote is taken by the Master Association. The Board may, but is not obligated to, waive the 10-day prior payment requirement and require only that such payment be made before the vote is taken. Any Member not declared by the Board to be a Member in Good Standing is disqualified from voting on matters before the Master Association until the Member in Good Standing status is attained and so declared by the Board.

7.3 Classes of Members.

The Association will have one class of voting Members. Members will be entitled to one vote for each Lot owned by the Member. If a Member owns a Lot plus a portion, but not all, of an adjacent Lot, the Member will only have one vote. If a Lot is owned by more than one Owner) the number of votes attributable to the Lot will be the same as if there was only one Owner, and the vote attributable to the Lot may be cast only if-before time of the vote in question-all Owners who own the Lot have delivered to the Board a written agreement setting forth how such vote is to be cast or designating one of such Owners to cast the vote attributable to such Lot. Any Owner, who is not a natural person, must designate to the Board in writing an individual who has the authority to represent such Owner in Association matters and to cast all votes of such Owner. An Owner may delegate its right to vote to any tenant occupying the Lot owned by such Owner provided such delegation is made in writing to the Board.

7.4 No Cumulative Voting.

There will be no cumulative voting.

Dated effective as of the 24th day of January, 2021. The Board of Directors of Declarant have certified that the Declaration was duly adopted by the Members in Good Standing on the 24th day of January, 2021.

DECLARANT:

LSE Homeowners Association Inc., a Texas
Corporation

By: _____
Brad Hulett, President

By: _____
Pace Bixler, Secretary

By: _____
Sandy Weber, Treasurer

STATE OF TEXAS §
COUNTY OF _____ §

This Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions of LSE Homeowners Association, Inc. was acknowledged, subscribed, and sworn to on this ____ day of February, 2021, by Brad Hulett, as President of LSE HOMEOWNERS ASSOCIATION, INC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF §

This Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions of LSE Homeowners Association, Inc. was acknowledged, subscribed, and sworn to on this _____ day of February, 2021, by Pace Bixler, as Secretary of LSE HOMEOWNERS ASSOCIATION, INC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions of LSE Homeowners Association, Inc. was acknowledged, subscribed, and sworn to on this _____ day of February, 2021, by Sandy Weber, as Treasurer of LSE HOMEOWNERS ASSOCIATION, INC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Hickman Law, PLLC
301 S. Polk Street, Suite 660
Amarillo, Texas 79101