

# **ARTICLES OF INCORPORATION**

**EXHIBIT "C"**

**ARTICLES OF INCORPORATION**

**OF**

**SARATOGA HOMEOWNERS ASSOCIATION, INC.**

The undersigned natural person of the age of eighteen (18) years of more, acting as an incorporator of a corporation under the Texas Non-Profit Corporation Act, hereby adopts the following Articles of Incorporation for such corporation:

**ARTICLE I**

**NAME**

The name of the corporation is Saratoga Homeowners Association, Inc. hereinafter called the "Association". [The defined terms in these Articles shall have the meanings set forth in the Declaration (hereinafter defined).]

**ARTICLE II**

**NON-PROFIT STATUS**

The Association is a non-profit corporation.

**ARTICLE III**

**DURATION**

The period of its duration is perpetual.

**ARTICLE IV**

**PURPOSES AND POWERS**

**Section 4.1.** The Association is organized and shall be operated exclusively as a homeowners' association within the meaning of Section 528 of the Internal Revenue law or laws (the "Code"). The specific and primary purposes for which it is formed are to provide for maintenance, preservation of the Common Properties and architectural control of the residential Lots and Common Properties (the "Property") described in the Declaration, and to promote the health, safety, and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for SARATOGA, Tarrant

County, Texas, as amended or supplemented from time to time, hereinafter called the "Declaration", applicable to the Property as recorded in the records of the Office of the County Clerk of Tarrant County, Texas, such declaration being incorporated herein; and

(b) have and to exercise any and all powers, rights and privileges, which a corporation organized under the Texas, Non-Profit Corporation Act by law may now or hereafter have or exercise.

## **ARTICLE V**

### **REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the Association is 5430 LBJ Freeway, Suite 800, Dallas, Texas 75240, and the name of its initial registered agent at such address is Brian Carlock.

## **ARTICLE VI**

### **MEMBERSHIP**

The Association shall have Members.

## **ARTICLE VII**

### **INITIAL DIRECTORS**

The number of directors constituting the initial Board of Directors is three (3) and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders, or until their successors are elected and qualified are:

<u>Name</u>	<u>Address</u>
Brian Carlock	5430 LBJ Freeway, #800 Dallas, Texas 75240
Angie Waddle	5430 LBJ Freeway, #800 Suite 800 Dallas, Texas 75240
Elaine Esparza	5430 LBJ Freeway, #800 Dallas, Texas 75240

## **INCORPORATOR**

The name and address of the incorporator is:

Elaine Esparza  
5430 LBJ Freeway, #800  
Dallas, Texas 75240

## **ARTICLE VIII**

### **INDEMNITY**

The Association shall indemnify, defend and hold harmless the Declarant, the Board, the Architectural Control Committee, Management Company, and each director, officer, employee and agent of the Declarant, the Board, the Architectural Control Committee and the Management Company from all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorneys' fees) incurred by such indemnified person under or in connection with the Declaration or the Properties to the fullest extent permitted by applicable law, such indemnity to include matters arising as a result of the sole or concurrent negligence of the indemnified party, to the extent permitted by applicable law.

## **ARTICLE IX**

### **LIABILITY OF DIRECTORS**

A director of the Association shall not be liable to the Association or its Members for monetary damages resulting from an act or omission in his capacity as a director of the Association, except that this Article X does not authorize the elimination or limitation of the liability of a director to the extent the director is found liable for:

**Section 9.1.** a breach of the director's duty of loyalty to the Association or its Members;

**Section 9.2.** an act or omission not in good faith that constitutes a breach of duty of the director to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law;

**Section 9.3.** a transaction from which the director received an improper benefit (one to which he was not otherwise entitled in a capacity other than as director); or

**Section 9.4.** an act or omission for which the liability of a director is expressly provided by an applicable statute.

The foregoing elimination of liability to the Association shall not be deemed exclusive of any other rights, limitations of liability or indemnity to which a director may be entitled under any other provision of these Articles of Incorporation, the bylaws of the Association, a contract or agreement, vote of directors, principle of law or otherwise. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any Association existing at the time of the repeal or modification. In addition to the circumstances in which a director of the Association is not liable to the full extent permitted by any amendment to the Texas Miscellaneous Corporation Laws Act or the Texas Non-Profit Corporation Act hereinafter enacted that further limits the liability of a director.

## **ARTICLE X**

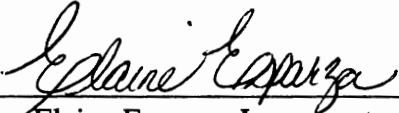
### **CONSENT IN LIEU OF MEETING**

Any action required by the statutes to be taken at any annual or special meeting of members or directors of the Association, or any action that may be taken at any annual or special meeting of the members or directors or of any committee, may be taken without a meeting, if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voting.

Prompt notice of the taking of any action by members, directors, or a committee without a meeting by less than unanimous written consent shall be given to all members, directors or committee members who did not consent in writing to the action.

A telegram, telex, cablegram, or similar transmission, or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a director, member or committee member, shall be regarded as signed by such person for the purposes of this Article.

IN WITNESS WHEREOF, I have hereunto set my hand this the 30th day of September, 2004.

  
\_\_\_\_\_  
Elaine Esparza, Incorporator

# **BYLAWS**

## **EXHIBIT "B"**

### **BYLAWS**

#### **OF**

### **SARATOGA HOMEOWNERS ASSOCIATION, INC.**

These Bylaws (referred to as the "**Bylaws**") govern the affairs of Saratoga Homeowners Association, Inc., a non-profit corporation (referred to as the "**Association**") organized under the Texas Non-Profit Corporation Act (referred to as the "**Act**").

## **ARTICLE I**

### **OFFICES**

#### **Principal Office**

**Section 1.1.** The principal office of the Association in the State of Texas shall be located at 5430 LBJ Freeway, Suite 800, Dallas, Texas 75240. The Association may have such other offices either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any office of the Association.

#### **Registered Office and Registered Agent**

**Section 1.2.** The Association shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office shall be located in Dallas County, Collin County, or a contiguous county. The Board of Directors may change the registered office and the registered agent as provided in the Act.

## **ARTICLE II**

### **MEMBERS**

#### **Classes of Members**

**Section 2.1.** The members of the Association shall consist of all lot owners in Saratoga, including such additional phases of the Saratoga community as may be added hereafter.

**Section 2.2.** The Association shall have two (2) classes of members. Class A Members shall be all Members with the exception of Class B Members. Class A members shall have the voting rights with ten (10) votes per lot owned, provided in Section 2.2 of the Declaration of Covenants, Conditions, and Restrictions for Fort Worth, Texas, recorded in the Real Property Records of Tarrant County, Texas (referred to herein as the "**Declaration**"). The Class B member shall be the Declarant and shall have the voting rights provided in Section 2.2 of the Declaration.

## **Conversion of Membership**

**Section 2.3.** Class B membership may cease and be converted to Class A membership at the option of the Class B member by written notice to the secretary of the Association and shall cease and be converted to Class A membership effective on the date set forth in said notice. If such option is not made, the Class B membership shall cease pursuant to the terms of Section 2.2 of the Declaration.

## **ARTICLE III**

### **ASSESSMENTS**

#### **Annual Assessment**

**Section 3.1.** The Board of Directors may set and charge annual assessments for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the members in the properties and in particular, with the improvement and maintenance of the Common Areas and Common Facilities as such terms are defined by the Declaration. The Board may increase the Annual Assessment by 15% per year without a vote of the Members.

(a) The Board of Directors may fix the annual assessment at an amount less than or equal to the maximum. Annual assessments shall be due and payable on a date set by the Board of Directors. The Board may require the Annual Assessments to be paid in semi-annual payments.

#### **Special Assessments**

**Section 3.2.** Pursuant to the provisions of Section 3.4 of the Declaration, and subject to the Member vote referenced therein if applicable, the Board of Directors may levy Special Assessments for Capital Improvements.

## **ARTICLE IV**

### **MEMBERSHIP RIGHTS**

#### **Voting**

**Section 4.1.** Class A members shall have the voting rights provided in Section 2.2 of the Declaration. The Class B member shall have the voting rights provided in Section 2.2 of the Declaration.

When more than one (1) person holds a membership interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.



## **Sanction, Suspension, or Termination of Members**

**Section 4.2.** The Board of Directors may suspend a member and all occupants of the member's residence from use of the common area in the event a member fails to pay any assessment levied pursuant to the powers herein and such failure continues thirty (30) days after written notice from the Board of Directors to the member of default. All voting rights of an owner shall also be suspended during any period in which such owner is delinquent in the payment of any assessment duly established pursuant to the Declaration or the Bylaws, as more fully provided in Section 12.2 of the Declaration. The remedies and procedures employed by the Board shall be consistent and in compliance with Chapter 2.09 of the Texas Property Code effective as of January 2, 2002, and such other laws and regulations as may be applicable.

## **Transfer of Membership**

**Section 4.3.** Membership in the Association automatically transfers upon the recordation of a deed conveying ownership of any lot.

## **Waiver of Interest in Association Property**

**Section 4.4.** All real and personal property, including all improvements located on the Property, acquired by the Association shall be owned by the Association. A member shall have no interest in specific property of the Association. Each member hereby expressly waives the right to require partition of all or part of the Association's property.

## **ARTICLE V**

### **MEETINGS OF MEMBERS**

#### **Annual Meeting**

**Section 5.1.** The first annual meeting of the Members shall be fixed at a date, time, and place determined by the Board of Directors. Notice shall be given as provided in Section 5.4 below. Subsequent annual meetings of the Members shall be held on the same date each year as fixed by the Board of Directors at the first annual meeting unless subsequently changed by the Board. If the day fixed for the annual meeting is a Saturday, Sunday, or legal holiday in the state of Texas, the meeting shall be held on the next business day. At the annual meeting, the members shall elect directors and transact any other business that may come before the meeting. If, in any year, the election of directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board of Directors shall call a special meeting of the members as soon thereafter as possible to conduct the election of directors.

## **Special Meetings**

**Section 5.2.** Special meetings of the members may be called by the president, the Board of Directors, or, after Class A members have voting control pursuant to the Declaration and these Bylaws, not less than fifteen percent (15%) of the voting members.

## **Place of Meeting**

**Section 5.3.** The Board of Directors may designate any place, in Tarrant County or a contiguous county, as the place of meeting for any annual meeting or for any special meeting of members called by the Board of Directors.

## **Notice of Meetings**

**Section 5.4.** Written or printed notice of any meeting of members, including the annual meeting, shall be delivered to each member entitled to vote at the meeting not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the direction of the president or secretary of the Association, or the officers or persons calling the meeting. If all of the members meet and consent to the holding of a meeting, any corporate action may be taken at the meeting regardless of a lack of proper notice. The provisions relating to notices contained in Section 11.8 of the Declaration are incorporated herein by reference.

## **Quorum**

**Section 5.5.** The quorum requirements for meetings of members shall be those provided in Section 2.3 of the Declaration. The members present may continue to transact business even if enough members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of members required to constitute a quorum. If a quorum is present at no time during a meeting, a majority of the members present may adjourn and reconvene the meeting with notice as above provided and with a lesser quorum requirement as provided in Section 2.3 of the Declaration.

## **Actions of Membership**

**Section 5.6.** The membership shall try to act by consensus. However, the vote of a majority of voting members in good standing, present and entitled to vote at a meeting at which a quorum is present, shall be sufficient to constitute the act of the membership unless the vote of a greater number is required by law, the Declaration, or these Bylaws. A member in good standing is one who has paid all required fees and dues and is not suspended as of the date of the notice of the meeting, as more particularly defined in Section 12.2 of the Declaration. Voting shall be by ballot or voice, except that any election of directors shall be by ballot if demanded by any voting member at the meeting before the voting begins.

## **Proxies**

**Section 5.7.** A member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

## **Voting by Mail, Facsimile, or Electronic Mail**

**Section 5.8.** The Board of Directors may authorize members to vote by mail, facsimile, or electronic mail on the election of directors and officers or on any other matter that may be voted on by the members. Further, a consent to any proposition may be authorized by the Board to be circulated for signature by the Members. The written consent of the requisite number of Members to authorize the action shall be the same as a vote taken at a duly called meeting; provided that notice of the proposition for which a request for consent is made will be given to all Members and an opportunity given to consent or object to the matter.

## **ARTICLE VI**

### **BOARD OF DIRECTORS**

#### **Management of the Association**

**Section 6.1.** The affairs of the Association shall be managed by the Board of Directors.

#### **Number, Qualifications, and Tenure of Directors**

**Section 6.2.** The initial Board of Directors shall be comprised of three (3) directors. There shall be (3) Declarant members serve as Directors until such time that all lots are sold to Owners in the Saratoga community. The Declarant may appoint one (1) Class "B" members to serve as Directors once 50% of the homes are sold. The number of Class "B" Directors may be increased at the discretion of the Board of Directors. Directors shall be residents of Texas. Upon final transition from Declarant to homeowner control of the Association, two (2) of the Directors shall serve for a term of two (2) years and until a successor is elected and three (3) of the Directors shall serve a term of one (1) year and until a successor is elected. All annual meetings thereafter, Directors shall be elected to serve two (2) year terms, thus providing for staggered terms of service. No Class "B" members with delinquent Association dues may be nominated or serve as a Director.

#### **Nomination of Directors**

**Section 6.3.** At any meeting at which the election of a director occurs, a voting member in good standing may nominate a person with the second of any other voting member in good standing. In addition to nominations made at meetings, a nominating committee shall consider possible nominees and make nominations for each election of directors. The secretary shall include the names nominated by the nominating committee,

and any report of the committee, with the notice of the meeting at which the election occurs.

### **Election of Directors**

**Section 6.4.** A person who meets any qualification requirements to be a director and who has been duly nominated may be elected as a director. Directors shall be elected by the vote of the membership of the Association, after Declarant's final conversion to the Association. In electing directors, members shall not be permitted to cumulate their votes by giving one candidate as many votes as the number of directors to be elected or by distributing the same number of votes among any number of candidates. Each director shall hold office until a successor is elected and qualified. A director may be elected to succeed himself or herself as director.

### **Vacancies**

**Section 6.5.** Any vacancy occurring in the Board of Directors, and any director position to be filled due to an increase in the number of directors, shall be filled by the Board of Directors. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

### **Annual Meeting**

**Section 6.6.** The annual meeting of the members, after the initial annual meeting, may be held without notice provided it is held pursuant to Article 5.1, subject, however, to the provisions of Section 2.21 of the Declaration if applicable. The annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members.

### **Regular Meetings**

**Section 6.7.** The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meetings may be held either within or without the State of Texas and shall be held at the Association's registered office in Texas if the resolution does not specify the location of the meetings. No notice of regular meetings of the Board is required other than a resolution of the Board of Directors stating the time and place of the meetings.

### **Special Meetings**

**Section 6.8.** Special meetings of the Board of Directors may be called by or at the request of the president or any director. A person or persons authorized to call special meetings of the Board of Directors may fix any place within Collin County or Tarrant County or contiguous counties as the place for holding a special meeting. The person or persons calling a special meeting shall notify the secretary of the information required to

be included in the notice to the directors as required in the Bylaws. The secretary shall give notice to the directors as required in the Bylaws.

### **Notice**

**Section 6.9.** Written or printed notice of any special meeting of the Board of Directors shall be delivered to each director not less than three (3) nor more than thirty (30) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the purpose or purposes for which the meeting is called.

### **Quorum**

**Section 6.10.** A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If a quorum is present at no time during a meeting, a majority of the directors present may adjourn and reconvene the meeting one time without further notice.

### **Duties of Directors**

**Section 6.11.** Directors shall exercise ordinary business judgment in managing the affairs of the Association. In acting in their official capacity as directors of this Association, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Association and that are not unlawful. In all other instances, the Board of Directors shall not take any action that they should reasonably believe would be opposed to the Association's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial statements and/or legal opinions provided by an accountant or attorney retained by the Association. General powers and duties of the Board are also provided in Article IV of the Declaration.

### **Actions of the Board of Directors**

**Section 6.12.** The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or the Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors. For the purpose of determining the decision of the Board of Directors, a director who is represented by proxy in a vote is considered present.

## **Compensation**

**Section 6.13.** Directors shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to directors of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the Board of Directors. A director may serve the Association in any other capacity and receive compensation for those services.

## **Election by Class B Member**

**Section 6.14.** Notwithstanding the foregoing, as long as Class B membership exists, all directors shall be elected solely by the Class B member. The first meeting of Members to elect Directors shall be called within 120 days after Class B membership has ended as provided in Section 2.2 of the Declaration. No Class B member, with delinquent Association dues, may be elected to serve as director at any time.

## **ARTICLE VII**

### **OFFICES**

#### **Officer Positions**

**Section 7.1.** The officers of the Association shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may be held by the same person, except the offices of president and secretary.

#### **Election and Term of Office**

**Section 7.2.** The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed himself or herself in the same office.

#### **Removal**

**Section 7.3.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without good cause. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer.

#### **Vacancies**

**Section 7.4.** A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

## **President**

**Section 7.5.** The president shall be the chief executive officer of the Association. The president shall supervise and control all of the business and affairs of the Association. The president shall preside at all meetings of the members and of the Board of Directors. The president may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed. However, the president may not execute instruments on behalf of the Association if this power is expressly delegated to another officer or agent of the Association by the Board of Directors, the Bylaws, or statute. The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of president.

## **Vice President**

**Section 7.6.** When the president is absent, is unable to act, or refuses to act, a vice president shall perform the duties of the president. When a vice president acts in place of the president, the vice president shall have all the powers of and be subject to all the restrictions upon the president. If there is more than one vice president, the vice presidents shall act in place of the president in the order of the votes received when elected. A vice president shall perform other duties as assigned by the president or Board of Directors.

## **Treasurer**

***The Association Management Company will retain the following responsibilities on behalf of the Association.***

**Section 7.7.** The treasurer shall have the following responsibilities:

- (a) Perform all the duties incident to the office of treasurer.
- (b) Have charge and custody of and be responsible for all funds and securities of the Association.
- (c) Receive and give receipts for funds due and payable to the Association from any source.
- (d) Deposit all funds in the name of the Association in banks, trust companies, or other depositories as provided in the Bylaws or as directed by the Board of Directors or president.
- (e) Write checks and disburse funds to discharge obligations of the Association. Funds may not be drawn from the Association or its accounts for amounts greater than One Thousand and No/100 Dollars (\$1,000.00) without the signature of the president or a vice president in addition to the signature of the treasurer. The Board may prescribe any further or different procedures and safeguards as it may from time to time deem appropriate.

- (f) Maintain the financial books and records of the Association.
- (g) Prepare financial reports at least annually.
- (h) Perform other duties as assigned by the president or by the Board of Directors.

### **Secretary**

#### **Section 7.8.** The Secretary shall:

- (a) Give all notices as provided in the Bylaws or as required by law.
- (b) Take minutes of the meetings of the members and of the Board of Directors and keep the minutes as part of the Association records.
- (c) Maintain custody of the corporate records and of the seal of the Association.
- (d) Affix the seal of the Association to all documents as authorized.
- (e) Keep a register of the mailing address of each director, officer, and employee of the Association.
- (f) Perform duties as assigned by the president or by the Board of Directors.
- (g) Perform all duties incident to the office of secretary.

### **Delegation of Duties**

The Board may delegate various duties of its officers to a professional management company subject to the Board's supervision.

## **ARTICLE VIII**

### **COMMITTEES**

#### **Establishment of Committee**

**Section 8.1.** The Board of Directors may, but is not required to, adopt a resolution establishing one or more committees delegating specified authority to a committee, and appointing or removing members of a committee. A committee shall include one or more directors and may include persons who are not directors. If the Board of Directors delegates any of its authority to a committee, the majority of the committee shall consist of directors. The Board of Directors may establish qualifications for membership on a committee. The Board of Directors may delegate to the president its power to appoint and remove members of a committee that has not been delegated any authority of the Board of Directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of



any responsibility imposed by the Bylaws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to:

- (a) Amend the Articles of Incorporation.
- (b) Adopt a plan of merger or a plan of consolidation with another corporation.
- (c) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Association.
- (d) Authorize the voluntary dissolution of the Association.
- (e) Revoke proceedings for the voluntary dissolution of the Association.
- (f) Adopt a plan for the distribution of the assets of the Association.
- (g) Amend, alter, or repeal the Bylaws.
- (h) Elect, appoint, or remove a member of a committee or a director or officer of the Association.
- (i) Approve any transaction to which the Association is a party and that involves a potential conflict of interest as defined in paragraph 9.04, below.
- (j) Take any action outside the scope of authority delegated to it by the Board of Directors.
- (k) Take final action on a matter that requires the approval of the members.

#### **Architectural Control Committee**

**Section 8.2.** An Architectural Control Committee has been established by the Declaration and shall function according to said Declaration, and these Bylaws.

#### **Term of Office**

**Section 8.3.** Each member of a committee shall continue to serve on the committee until the next annual meeting of the Directors of the Association and until a successor is appointed by the Board of Directors. However, the term of a committee member may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, is removed, or ceases to be, a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee shall serve for the unexpired portion of to the terminated committee member's term.

## **Chair and Vice-Chair**

**Section 8.4.** One member of each committee shall be designated as the chair of the committee and another member of each committee shall be designated as the vice-chair. The chair and vice-chair shall be appointed by the Board of Directors. The chair shall call and preside at all meetings of the committee. When the chair is absent, is unable to act, or refuses to act, the vice-chair shall perform the duties of the chair. When a vice-chair acts in place of the chair, the vice-chair shall have all the powers of and be subject to all the restrictions upon the chair.

## **Notice of Meetings**

**Section 8.5.** Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than three (3) nor more than thirty (30) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purpose of purposes for which the meeting is called. The meeting shall be held in Collin County or Tarrant or a contiguous county.

## **Quorum**

**Section 8.6.** One half (1/2) of the number of members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum. If a quorum is present at no time during a meeting, the chair may adjourn and reconvene the meeting one time without further notice.

## **Actions of Committee**

**Section 8.7.** A committee shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater number is required by law or the Bylaws. A committee member who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the act of the committee.

## **Proxies**

**Section 8.8.** A committee member may vote by proxy executed in writing by the committee member. No proxy shall be valid after eleven (11) months from the date of its execution.

## **Compensation**

**Section 8.9.** Committee members shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to committee

members of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the committee. A committee member may serve the Association in any other capacity and receive compensation for those services. Any compensation that the Association pays to a committee member shall be commensurate with the services performed and shall be reasonable in amount. Notwithstanding the foregoing, as provided in the Declaration, one or more members of the Architectural Control Committee may be professionals retained by the Board and such parties may be compensated as agreed by the Board.

### **Rules**

**Section 8.10.** Each committee may adopt rules for its own operation not inconsistent with the Bylaws or with rules adopted by the Board of Directors.

Subject to Board of Directors

**Section 8.11.** All committees may be appointed by the Board, and are finally subject to the decision of the Board in event of a conflict between a committee decision and a Board decision.

## **ARTICLE IX**

### **TRANSACTIONS OF THE ASSOCIATION**

#### **Contracts**

**Section 9.1.** The Board of Directors may authorize any officer or agent of the Association to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Association. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

#### **Deposits**

**Section 9.2.** All funds of the Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

#### **Gifts**

**Section 9.3.** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the Bylaws, the Articles of Incorporation, state law, and any requirements for maintaining the Association's federal and state tax status.

## **Potential Conflicts of Interest**

**Section 9.4.** The Association shall not make any loan to a director, officer or member of the Association. A member, director, officer, or committee member of the Association may lend money to and otherwise transact business with the Association except as otherwise provided by the Bylaws, Articles of Incorporation, and all applicable laws. Such a person transacting business with the Association has the same rights and obligations relating to those matters as other persons transacting business with the Association. The Association shall not borrow money from or otherwise transact business with a member, director, officer, or committee member of the Association unless the transaction is described fully in a legally binding instrument and is in the best interests of the Association. The Association shall not borrow money from or otherwise transact business with a member, director, officer, or committee member of the Association without full disclosure of all relevant facts and without the approval of the Board of Directors. Nothing herein shall prohibit the Declarant, during the Class B control period, from advancing funds in behalf of the Association and being reimbursed by the Association for such advances.

## **Prohibited Acts**

**Section 9.5.** As long the Association is in existence, and except with the prior approval of the Board of Directors (to the extent the Directors have authority to so approve), no director, officer, or committee member of the Association shall:

- (a) Do any act in violation of the Bylaws or a binding obligation of the Association.
- (b) Do any act with the intention of harming the Association or any of its operations.
- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended ordinary business of the Association.
- (d) Receive an improper personal benefit from the operation of the Association.
- (e) Use the assets of this Association, directly or indirectly, for any purpose other than carrying on the business of this Association.
- (f) Wrongfully transfer or dispose of Association property, including intangible property such as good will.
- (g) Use the name of the Association (or any substantially similar name) or any trademark or trade name adopted by the Association, except on behalf of the Association in the ordinary course of the Association's business.

(h) Disclose any of the Association's business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

## **ARTICLE X**

### **BOOKS AND RECORDS**

#### **Required Books and Records**

**Section 10.1.** The Association shall keep correct and complete books and records of account. The Association's books and records shall include:

(a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Association, including, but not limited to, the Articles of Incorporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.

(b) A copy of the Bylaws, and any amended versions or amendments to the Bylaws.

(c) Minutes of the proceedings of the Board of Directors, and committees having any of the authority of the Board of Directors.

(d) A list of the names and addresses of the members, directors, officers, and any committee members of the Association.

(e) A financial statement showing the assets, liabilities, and net worth of the Association at the end of the most recent fiscal year.

(f) A financial statement showing the income and expenses of the Association for the most recent year.

(g) All rulings, letters, and other documents relating to the Association's federal, state, and local tax status.

(h) The Association's federal, state, and local information or income tax returns for each of the Association's three most recent tax years.

#### **Inspection and Copying**

**Section 10.2.** Any member, director, officer, or committee member of the Association may inspect and receive copies of all books and records of the Association required to be kept by the Bylaws. Such a person may inspect or receive copies if the person has a proper purpose related to the person's interest in the Association and if the person submits a request in writing. Any person entitled to inspect and copy the Association's books and records may do so through his or her attorney or other duly authorized representative. A person entitled to inspect the Association's books and

records may do so at a reasonable time no later than ten (10) working days after the Association's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the Association's books and records. The Association shall provide requested copies of books or records not later than ten (10) working days after the Association's receipt of a proper written request.

### **Audits**

**Section 10.3.** Any member shall have the right to have an audit conducted of the Association's books. The member requesting the audit shall bear the expense of the audit unless the members vote to authorize payment of audit expenses. The member requesting the audit may select the accounting firm to conduct the audit. A member may not exercise these rights to compel audits so as to subject the Association to an audit more than once in any fiscal year.

### **Delegation of Duties**

**Section 10.4.** The Board may delegate the maintenance of correct and complete books and records of account to a professional management company subject to the Board's supervision.

## **ARTICLE XI**

### **FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end of the last day in December in each year.

## **INDEMNIFICATION**

### **When Indemnification is Required, Permitted, and Prohibited**

#### **Section 11.1.**

(a) The Association shall indemnify a director, officer, committee member, employee, or agent of the Association who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Association. For the purposes of this article, an agent includes one who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Association shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Association shall not indemnify a person

who is found liable to the Association or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction, or on a plea of *nole contendere* or its equivalent does not necessarily preclude indemnification by the Association.

(c) The Association shall pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Association may indemnify a director, officer, committee member, employee, or agent of the Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of paragraph 12.01(a), above.

(e) Before the final disposition of a proceeding, the Association may pay indemnification expenses permitted by the Bylaws and authorized by the Association. However, the Association shall not pay indemnification expenses to a person before the final disposition of a proceeding if: the person is a named defendant or respondent in a proceeding brought by the Association or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(f) If the Association may indemnify a person under the Bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf on the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

### **Procedures Relating to Indemnification Payments**

#### **Section 11.2.**

(a) Before the Association may pay any indemnification expenses (including attorney's fees), the Association shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in paragraph 12.2(c) below. The Association may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.

(iii) Determination by special legal counsel selected by the Board of Directors by vote as provided in paragraph 12.2(a)(i) or 12.2(a)(ii), or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

(iv) Majority vote of members, excluding directors who are named defendants or respondents in the proceeding.

(b) The Association shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the same manner specified by paragraph 12.2(a)(iii), above, governing the selection of special legal counsel. A provision contained in the Articles of Incorporation, the Bylaws, or a resolution of members or the Board of Directors that requires the indemnification permitted by paragraph 12.1, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Association shall pay indemnification expenses before final disposition of a proceeding only after the Association determines that the facts then known would not preclude indemnification and the Association receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under paragraph 12.2(a), above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the Bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

(d) Any indemnification or advance of expenses shall be reported in writing to the members of the Association. The report shall be made with or before the notice or waiver of notice of the next membership meeting, or with or before the next submission to members of a consent to action without a meeting. In any case, the report shall be sent within the 12-month period immediately following the date of the indemnification or advance.



## **ARTICLE XII**

### **NOTICES**

#### **Mode of Delivery**

**Section 12.1.** Any notice required or permitted by the Bylaws to be given to a member, director, officer, or member of a committee of the Association may be given by mail, telecopy, courier, hand delivery, or telegram. If given by courier, hand delivery or telecopy, notice shall be deemed delivered upon receipt. If mailed, a notice shall be deemed to be delivered when deposited in the United States mail addressed to the person at his or her address as it appears on the records of the Association, with postage prepaid as provided in Section 11.8 of the Declaration. If given by telegram, a notice shall be deemed to be delivered when accepted by the telegraph company and addressed to the person at his or her address as it appears on the records of the Association.

#### **Signed Waiver of Notice**

**Section 12.2.** Whenever any notice is required to be given under the provisions of the Act or under the provisions of the Articles of Incorporation, the Declaration, or the Bylaws, a waiver in writing signed by a person entitled to receive a notice shall be deemed equivalent to the giving of the notice. A waiver of notice shall be effective whether signed before or after the time stated in the notice being waived.

#### **Waiver of Notice by Attendance**

**Section 12.3.** The attendance of a person at a meeting shall constitute a waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

## **ARTICLE XIII**

### **SPECIAL PROCEDURES CONCERNING MEETINGS**

#### **Meeting by Telephone Call**

**Section 13.1.** The Board of Directors, and any committee of the Association may hold a meeting by telephone conference-call procedures in which all persons participating in the meeting can hear one another. The notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone as well as all other matters required to be included in the notice. Participation of a person in a conference-call meeting constitutes presence of that person at the meeting.

#### **Decision Without Meeting**

**Section 13.2.** Any decision required or permitted to be made at a meeting of the Board of Directors, or any committee of the Association may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed

by the requisite number of persons entitled to vote on the matter required for passage. The original signed consents shall be placed in the Association minute books and kept with the Association's records. If less than all persons entitled to vote are represented in the written consent but a requisite number have joined to pass the measure then the Secretary must certify that all Members have received notice and have been given an opportunity to consent or object to the proposition submitted for written consent.

### **Voting by Proxy**

**Section 13.3.** A person who is authorized to exercise a proxy may not exercise the proxy unless the proxy is delivered to the officer presiding at the meeting before the business of the meeting begins. The secretary or other person taking the minutes of the meeting shall record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy shall not be effective for that meeting. A proxy filed with the secretary or other designated officer shall remain in force and effect until the first of the following occurs:

- (a) An instrument revoking the proxy is delivered to the secretary or other designated officer.
- (b) The proxy authority expires under the terms of the proxy.
- (c) The proxy authority expires under the terms of the Bylaws.

## **ARTICLE XIV**

### **AMENDMENTS TO BYLAWS**

The Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by the Board of Directors. The notice of any meeting at which the Bylaws are proposed to be altered, amended, or repealed, or at which new Bylaws are proposed to be adopted shall include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

## **ARTICLE XV**

### **MISCELLANEOUS PROVISIONS**

#### **Legal Authorities Governing Construction of Bylaws**

**Section 15.1.** The Bylaws shall be construed in accordance with the laws of the State of Texas. All reference in the Bylaws to statutes, regulation, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

## **Legal Construction**

**Section 15.2.** If any Bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, or unenforceability shall not affect any other provision and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws. Subject to the requirements of legality, the construction, interpretation, and application of the provisions of the Bylaws shall be vested in the Board of Directors whose decision shall be final and binding.

## **Headings**

**Section 15.3.** The headings used in the Bylaws are used for convenience and shall not be considered in construing the terms of the Bylaws.

## **Gender**

**Section 15.4.** Wherever the context requires, all words in the Bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

## **Power of Attorney**

**Section 15.5.** A person may execute any instrument related to the Association by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary of the Association to be kept with the Association records.

## **Parties Bound**

**Section 15.6.** The Bylaws shall be binding upon and inure to the benefit of the members, directors, officers, committee members, employees, and agents of the Association and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the Bylaws.

**Section 15.7.** In the event of a conflict between these Bylaws and the Declaration the Declaration shall take precedence.

**FIRST AMENDMENT TO THE BYLAWS  
FOR  
SARATOGA HOMEOWNERS ASSOCIATION, INC.**

**THIS FIRST AMENDMENT** (this "Amendment") **TO THE BYLAWS FOR SARATOGA HOMEOWNERS ASSOCIATION, INC.** (the "Bylaws") is made on this 6<sup>th</sup> day of July, 2010, by the Board of Directors of the sole Class B Member, **HILLWOOD SARATOGA, L.P.**, a Texas limited partnership (the "Board of Directors").

**RECITALS:**

**WHEREAS**, the Bylaws were established simultaneously with and were attached as Exhibit B to that certain Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association dated September 30, 2004, and recorded on October 1, 2004, as Document No. D204307766 of the Real Property Records of Tarrant County, Texas, as amended (the "Declaration"); and

**WHEREAS**, the Class B Member is in control of the Board of Directors and the Conversion Date has not yet occurred; and

**WHEREAS**, the Board of Directors now desire to exercise their rights under Article XIV of the Bylaws to amend the Bylaws.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bylaws are hereby amended as follows:

1. Classes of Members. Article II, Section 2.2 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 2.2.** The Association shall have two (2) classes of members. Class A Members shall be all Members with the exception of the Class B Member. Class A Members shall have the voting rights with one (1) vote per Lot owned, provided in Section 2.2 of the Declaration of Covenants, Conditions, and Restrictions for the Association, recorded in the Real Property Records of Tarrant County, Texas, as Document No. D204307766, and as may be further amended (referred to herein as the "Declaration"). The Class B Member shall be the Declarant and shall have the voting rights set forth in Section 2.2 of the Declaration.

2. Conversion of Membership. Article II, Section 2.3 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 2.3.** In accordance with Section 2.2 of the Declaration, the Class B membership will cease and be converted to Class A membership on the Conversion Date. Notwithstanding the foregoing, and at the sole option of the Class B Member, the Class B membership may cease and be converted to Class A membership on an earlier date than the Conversion Date, specified by written notice from the Class B Member to the secretary of the Association.

3. Annual Assessments. Article III, Sections 3.1 and 3.1 (a) of the Bylaws are hereby deleted in their entirety and the following is inserted in lieu thereof:

**Section 3.1.** The Board of Directors may set and charge Assessments for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the Members in the properties and in particular, with the improvement and maintenance of the Common Areas and Common Facilities as such terms are defined by the Declaration. The Board of Directors may increase the annual Assessment without a vote of the Members and in accordance with the terms set forth in Section 3.3 of the Declaration. In no event shall the annual Assessment increase by more than 15% per Lot per year, except as otherwise set forth in Section 3.3 of the Declaration. Annual Assessments shall commence and be payable on the Assessment Payment Dates as provided in Section 3.3(a) and Section 3.6 of the Declaration.

4. **Special Assessments.** Article III, Section 3.2 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 3.2.** Pursuant to the provisions of Section 3.4 of the Declaration, and subject to the Member vote referenced therein, if applicable, the Board of Directors may levy special Assessments for capital improvements and other necessary repairs related to the Common Facilities.

5. **Sanction, Suspension and Termination of Members.** Article IV, Section 4.2 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 4.2.** In accordance with the enforcement provisions set forth in Article XII of the Declaration, the Board of Directors may suspend a Member and all occupants of the Member's Dwelling Unit from use of the recreational facilities within the Common Properties in the event a Member fails to pay any assessment levied pursuant to the powers herein, and in the Declaration, and such failure continues fourteen (14) days after written notice from the Board of Directors to the Member of the default. All voting rights of a Member shall also be suspended during any period in which such Member is delinquent in the payment of any assessment duly established pursuant to the Declaration or the Bylaws, as more particularly described in those certain enforcement provisions set forth in Article XII of the Declaration. The remedies and procedures employed by the Board of Directors shall be consistent and in compliance with Chapter 2.09 of the Texas Property Code effective as of January 2, 2002, as may be amended and such other laws and regulations as may be applicable.

6. **Annual Meeting of Members.** Article V, Section 5.1 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 5.1.** The first annual meeting of the Members shall be fixed at a date, time, and place determined by the Board of Directors. Notice shall be given as provided in Section 5.4 below. Subsequent annual meetings of the Members shall be held on the same date each year as fixed by the Board of Directors at the first annual meeting unless subsequently changed by the Board. If the date fixed for the annual meeting falls on a Saturday, Sunday, or legal holiday in the state of Texas, the meeting shall be held on the next business day. Notwithstanding the foregoing, and at any time prior to the Conversion Date, the Class B Member may conduct its annual meeting on any date chosen by the Board of Directors and may transact any business that may come before the Association at such meeting. After the Conversion Date, the Class A Members shall elect directors and transact any other business that may come before the Association at the annual meeting. If, in any year after the Conversion Date, the election of directors is not held on the day designated for the annual meeting, or at any adjournment of the annual

meeting, the Board of Directors shall call a special meeting of the Members as soon thereafter as possible to conduct the election of directors.

7. Notice of Meetings. The last sentence appearing in Article V, Section 5.4 is hereby deleted in its entirety and the following is inserted in lieu thereof:

The provisions relating to notices contained in Section 2.3 of the Declaration are incorporated herein by reference.

8. Management of the Association. Article VI, Section 6.1 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 6.1.** The affairs of the Association shall be managed by the Board of Directors or its designee (the "Association Management Company") as set forth in Article VII of the Bylaws.

9. Number, Qualification, and Tenure of Directors. Article VI, Section 6.2 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 6.2.** The initial Board of Directors shall be comprised of three (3) directors of the Class B Member and shall be those directors named in the Articles. Only directors from the Class B membership are eligible to serve on the Board of Directors until such time that the Class B membership ceases to exist in accordance with Section 2.2 of the Declaration. Each director from the Class B membership elected to serve on the Board of Directors shall serve until such time that their successors are elected and qualified to serve. The number of Class B membership directors may be increased at the sole discretion of the Class B Member and its directors, and all directors elected shall be residents of Texas.

Upon termination of the Class B membership and transition of Declarant control to the Class A Members, the Board of Directors shall be comprised of five (5) directors of the Class A membership and shall include the two (2) then current Class B Advisors appointed pursuant to Section 2.2 of the Declaration, if applicable. The Class A Members shall elect persons for the remaining open director positions solely from the Class A membership to serve as the Board of Directors. The initial Board of Directors from the Class A membership will serve staggered terms as follows: two (2) directors will serve for a term of two (2) years and until a successor is elected and three (3) directors will serve for a term of one (1) year and until a successor is elected. Thereafter, all directors shall serve two (2) year terms and until a successor is elected. No Class A Members with delinquent Assessments can be nominated for or serve as a director.

10. Annual Meeting of the Board of Directors. Article VI, Section 6.6 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 6.6.** The annual meeting of the Members, after the initial annual meeting, may be held without notice provided it is held pursuant to Section 5.1 herein, subject, however, to the provisions of Section 2.2 of the Declaration, if applicable. The annual meeting of the Board of Directors shall be held immediately thereafter, at the same place as the annual meeting of Members, or as otherwise agreed to by the Board of Directors.

11. Special Meeting of the Board of Directors. The following sentence is inserted at the end of the paragraph of Article VI, Section 6.8 entitled "Special Meetings":

Notwithstanding the foregoing, notice of special meetings shall not be required by Class B directors during the term of Class B membership in the Association.

12. Quorum of the Board of Directors. The first sentence of Article VI, Section 6.10 of the Bylaws is hereby deleted and the following is inserted in lieu thereof:

**Section 6.10.** A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors so long as such number is not less than three (3).

13. Election of Class B Member. Article VI, Section 6.14 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 6.14.** Notwithstanding anything herein to the contrary, so long as the Class B membership exists, all directors shall be elected solely by the Class B Member. The first meeting of Class A Members to elect directors, as more particularly described in Section 6.2 of these Bylaws, shall occur within 120 days after the Class B membership has ended as provided in Section 2.2 of the Declaration.

14. Secretary. The first phrase appearing Article VII, Section 7.8 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 7.8.** The Secretary or the Association Management Company shall:

15. Establishment of Committees. The first paragraph appearing in Article VIII, Section 8.1 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 8.1.** The Board of Directors shall adopt a resolution to establish one or more committees. A committee may include one or more directors and may include persons who are not directors. The Board of Directors may delegate any of its authority to a committee, so long as a resolution is made by the Board of Directors stating the authority being delegated and to whom the authority is being delegated. The Board of Directors may establish qualifications for membership on a committee and may appoint or remove committee members in its sole discretion. The Board of Directors may delegate to the president, its power to appoint and remove members of a committee that has not been delegated any authority of the Board of Directors. The establishment of a committee or the delegation of authority to any committee shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the Bylaws or by applicable law. No committee shall have the authority of the Board of Directors to:

16. Books and Records. Article X, Section 10.1(c) of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 10.1(c)** Minutes of the proceedings of the Board of Directors and of committees having a properly delegated authority of the Board of Directors.

17. Section References. Section references to "paragraph 12" appearing in Articles XI are deleted in their entirety and shall be replaced with the section reference "paragraph 11," as applicable.
18. Mode of Delivery for Notices. Article XII, Section 12.1 of the Bylaws is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 12.1.** Any notice required or permitted by the Bylaws to be given to a Member, director, officer, or member of a committee of the Association may be given by mail, facsimile, email, courier, or hand delivery. If given by courier, hand delivery, facsimile or email, notice shall be deemed delivered upon receipt. If mailed, a notice shall be deemed to be delivered when deposited in the United States mail addressed to the person at his or her address as it appears in the records of the Association, with postage prepaid as provided in Section 14.8 of the Declaration.

19. Defined Terms. The following Section 15.8 is inserted into the Bylaws:

**Section 15.8.** All terms used herein with initial capital letters and not otherwise defined shall have the meanings specified in the Declaration.

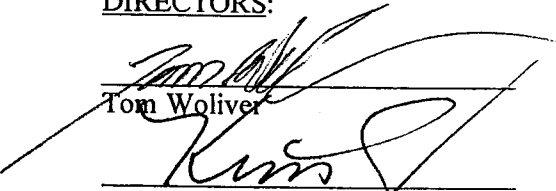
20. No Other Changes. Except as expressly modified herein, the Bylaws remain unmodified and in full force and effect. All terms used herein with initial capital letters and not otherwise defined shall have the meanings specified in the Bylaws.

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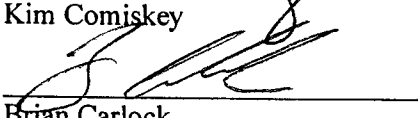


IN WITNESS WHEREOF, the Board of Directors cause this Amendment to be executed as of the date first above written and to be effective as of October 1, 2004, the original recording date of the Declaration.

DIRECTORS:

  
Tom Woliver

  
Kim Comiskey

  
Brian Carlock

# **COVENANTS, CONDITIONS & RESTRICTIONS**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SARATOGA HOMEOWNERS ASSOCIATION, INC.  
CITY OF FORT WORTH,  
TARRANT COUNTY, TEXAS**

STATE OF TEXAS           §

COUNTY OF TARRANT   §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&R's") FOR SARATOGA HOMEOWNERS ASSOCIATION, INC. (the "Declaration"), is made and executed this 30<sup>th</sup> day of September, 2004, by HILLWOOD SARATOGA, L.P., a Texas limited partnership ("Declarant").

**RECITALS:**

- A. Declarant is the owner of all of the Saratoga Property.
- B. Declarant intends for the Saratoga Property to be developed as a single-family residential subdivision.
- C. Declarant desires to now establish covenants, conditions, and restrictions upon the Saratoga Property and each and every Lot contained therein, in order to establish a general plan for the development of the Saratoga Property.
- D. Declarant desires to establish Common Areas and easements on, over and across portions of the Saratoga Property for the mutual benefit of all Owners from time to time of Lots within the Saratoga Property in accordance with the terms of the Bylaws, the Articles, or this Declaration.
- E. Declarant has created or will create Saratoga Homeowners Association, Inc. as a non-profit homeowners association for the purposes set forth in the Articles. Declarant requires that the Owners of Lots become Members of the Association and enjoy the benefits of membership in the Association and be subject to the burdens of Association membership, all as more fully set forth in the Bylaws, the Articles or this Declaration.
- F. Declarant further desires to provide the opportunity for the eventual annexation of Future Phases of Saratoga to be covered by this Declaration.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that (a) the Properties shall be held, sold, transferred and conveyed subject to the easements, covenants, conditions and restrictions set forth in this Declaration; and (b) these covenants, conditions, restrictions and easements shall run with the land comprising the Properties or any part thereof, and shall inure to the benefit of each owner of all or a part of the Properties.

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## ARTICLE I

### DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

**“Architectural Control Committee”** and/or **“ACC”** shall mean and refer to the architectural review body for the Property, as described in Article VII.

**“Articles”** shall mean and refer to the Articles of Incorporation of the Saratoga Homeowners Association, Inc., as may be amended from time to time. The initial Articles are attached hereto as Exhibit “C”.

**“Assessments”** shall mean and refer to the regular annual assessments, the special assessments and the default assessments provided in Section 3.1 hereof.

**“Association”** shall mean and refer to the Saratoga Homeowners Association, Inc., a Texas non-profit corporation.

**“Board”** shall mean the Board of Directors of Saratoga Homeowners Association, Inc.

**“Bylaws”** shall mean and refer to the Bylaws of the Saratoga Homeowners Association, Inc., as may be amended from time to time. The initial Bylaws are attached hereto as Exhibit “B”.

**“City”** shall mean the City of Fort Worth, Texas.

**“City Council”** shall mean the City Council of the City of Fort Worth, Texas.

**“Common Areas”** shall mean and refer to the sum of (a) the Common Areas as may be described in the Final Plat and (b) (i) the Swim Club Facilities, the Playground Facilities and the Amenity Center Property, unless and until the Amenity Center Property shall be deemed a “Lot” (which Declarant reserves the right to do during the Class B Member period), (ii) the Screening Wall and Entry Improvements, (iii) the Landscaping Improvements, (iv) the Playground Facilities, (v) any other areas designated as “Common Areas” by the Board, and (vi) any other real property and any other easements, licenses, leaseholds, rights, rights-of-way and other interests in real property, and the improvements thereon, within the Property which have not been separately platted as a Lot on which a Residence will be constructed or dedicated to the City or another governmental authority: provided, however, additional property constituting a portion of the Future Phases of Saratoga may be annexed into the Common Areas by Declarant as provided in Article X.

**“Common Facilities”** shall mean and refer to the Common Areas and any improvements located thereon and/or equipment used in connection with the repair, maintenance or operation of the Common Areas.

**“County”** shall mean Tarrant County, Texas.

**“Declarant”** shall mean and refer to HILLWOOD SARATOGA, L.P., a Texas limited partnership, its successors and any assignee, other than an Owner, who shall receive by assignment from the said Hillwood Operating L.P., all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

**“Dwelling Unit”** shall mean and refer to any building or portion of a building situated upon the Properties which is designated and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.

**“Entry Areas”** shall mean those Common Areas as shown on the Plats near or adjacent to the subdivision entrances for the Properties.

**“Future Phases of Saratoga”** shall mean and refer to any tracts of land adjacent to the Saratoga Property now or hereafter owned by Declarant or an affiliate of Declarant.

**“HOA Budget Fund”** shall mean the regular annual assessments collected by the Association from time to time in accordance with the provisions of Section 3.1 hereof.

**“Lot”** shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties or a Subdivision which is shown as a lot thereon and which is or is to be improved with a Dwelling Unit.

**“Member”** shall mean and refer to each Owner as provided herein in Article II.

**“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of mortgages or other security devices, shall not mean or refer to any mortgagee or trustee under a mortgage or deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any conveyance in lieu of foreclosure.

**“Plat”** shall mean the final subdivision plat of the Saratoga, an addition to the City of Fort Worth, Tarrant County, Texas, or the final plat of any Subdivision, recorded or to be recorded in the Plat records of Tarrant County, Texas, pertaining to the Properties.

**“Properties”** shall mean the Property plus Future Phases of Saratoga, if and when any additional phases have been made subject to the terms of this Declaration.

**“Resident”** shall mean and refer to each person (whether or not an Owner or Member) authorized by an Owner to reside within such Owner’s Dwelling Unit.

**“Reviewer”** shall mean the entity having jurisdiction in a particular case, as provided in Article VII, whether Declarant, its designee, or the ACC.”

**“Saratoga”** shall mean and refer to the residential community arising out of the development and improvement of the Properties with Dwelling Units and the use and occupancy of the Properties as a residential subdivision including any and all additional real property (and the improvements thereon) which Declarant or its assignee hereafter subjects to this Declaration, in accordance with Article X hereof.

**“Saratoga Property”** and **“Property”** means all that certain land described in Exhibit “A” hereto.

**“Subdivision”** shall mean Saratoga.

**“Supplemental Declaration”** shall mean a recorded instrument which accomplishes one or more of the following purposes: (i) subjects additional real property to this Declaration, or (ii) imposes, expressly or by reference, additional restrictions, covenants, easements and/or obligations on the land described.

## **ARTICLE II**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 2.1. Membership.** Every Owner of a Lot shall automatically be a Member of the Association.

**Section 2.2. Class of Membership.** The Association shall have two classes of voting membership.

**CLASS A.** Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

**CLASS B.** The Class B Member shall be the Declarant. Until such time as all Lots held by the Class B Member have been sold and conveyed, all votes of the Association shall be cast solely by the Class B Member, to the exclusion of the Class A Members. At such time as all Lots held by Class B Member have been sold and conveyed then the Class B membership of the Declarant in the Association shall terminate and all votes shall thereafter be cast solely by Class A Members.

**Section 2.3. Quorum and Notice Requirements.**

(a) Except as expressly provided herein to the contrary, any action of the Members shall require the assent of a majority of the votes of those Association Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than ten (10) days nor more than fifty (50) days in advance and shall set forth the purpose of such meeting.

(b) A quorum is required for any action referred to in Section 2.3(a) and, unless otherwise provided, for any action for which a percentage vote at a meeting is required. A quorum shall be determined as set forth in this Section 2.3(b). The first time a meeting is called, whether regular or special, the presence at the meeting of Members, or of proxies, entitled to cast at least twenty-five percent (25%) of all of the votes of the Association's Members, without regard to class, shall constitute a quorum. If the required quorum is not present at the meeting, additional meetings may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting, or the process must then be repeated.

(c) Except as specifically set forth in this Declaration, notice, voting and quorum requirements of any action to be taken by the Association shall be set forth in its Articles of Incorporation (herein so called) and Bylaws (as same may be amended from time to time).

### ARTICLE III

#### COVENANT FOR ASSESSMENTS

**EVERY HOMEOWNER AUTOMATICALLY BECOMES A MEMBER OF  
THE SARATOGA HOMEOWNERS ASSOCIATION.**

**Section 3.1. Creation of the Lien and Personal Obligation for Assessments.** Each Owner of a Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), for each Lot owned by any such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (a) annual assessments or charges, to be paid in installments as the Board may elect, (b) special assessments for capital improvements and/or unanticipated expenses (including, without limitation, pursuant to Sections 3.4 and 4.1(b)(vi) hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided, (c) default assessments which may be assessed against an Owner's Lot by the Board at any time and from time to time to reimburse the Association for costs and expenses incurred on behalf of such Owner by the Association in accordance with this Declaration, and (d) ***Initiation Fee of \$150.00*** to be paid upon conveyance of a lot to an Owner. The payment dates with respect to each Lot shall commence upon the date on which title to such Lot has been conveyed to a purchaser of a completed Dwelling Unit. The regular annual assessments collected by the Association shall constitute the "HOA Budget Fund" of the Association. The regular annual, special and default assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due.

**Section 3.2. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health and welfare of the residents of the Properties, and in particular for the payment of all costs and expenses related to maintenance of the Common Facilities, including without limitation services, equipment and facilities devoted to this purpose, including, but not limited to, the payment of all costs and expenses incurred for carrying out the duties of the Board as set forth in Article IV hereafter and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

**Section 3.3. Basis and Amount of Assessments.**

(a) Until adjusted pursuant to the terms of Section 3.3(b), the initial regular annual assessments shall be ***\$400.00 annually per Lot***, billed \$200 semi-annually, payable in advance on January 1 and July 1 of each year ("Assessment Payment Dates").

(b) The amount of the annual Assessment shall remain the same until the Board, at its annual meeting, shall set the amount of the annual Assessment for the following year for each Lot., taking into consideration the current maintenance costs and the future needs of the Association; provided that, in no event shall the annual Assessment for each Lot subject to being assessed for any year exceed the annual Assessment levied by the Board for each such Lot for the immediately preceding year by more than fifteen (15%) percent except only in the case of unusual or extraordinary costs and expenses to be paid by the Association as determined from time to time by the Board.

(c) In addition to regular annual assessments set forth above and special assessments set forth in Section 3.4 below, each Owner shall be obligated at the time of the purchase of a Lot by such Owner and simultaneously therewith, to pay to the Association the sum of One Hundred Fifty Dollars (\$150.00) as an initiation fee to supplement the funds of the Association as provided in Section 3.1 hereof.

**Section 3.4. Special Assessments for Capital Improvements.** In addition to the annual Assessments authorized by Section 3.3 above, the Association may levy in any Assessment year a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, any unanticipated cost or expense related to the Common Facilities or for the cost of any construction or reconstruction, unexpected repair or replacement, of a described capital improvement, including the necessary fixtures and personal property related to the Common Facilities; provided that any such special Assessment for capital improvements shall have the assent of (i) fifty-one percent (51%) of the Members present and voting in person or by proxy at a meeting in which a quorum is present duly called for this purpose, or (ii) the written consent of fifty-one percent (51%) of all of the Members of the Association entitled to vote in lieu of a meeting for such purpose.

**Section 3.5. Rate of Assessment.** Both regular annual Assessments and special Assessments shall be fixed at a uniform rate for all Lots within the Subdivision.



**Section 3.6. Date of Commencement of Assessments; Due Date.** The initial regular annual Assessment provided for in Section 3.3(a) above shall commence and be payable in advance on the Assessment Payment Dates provided therein. Thereafter, annual and special Assessments shall be paid semi-annually on such date in the amount designated by the Board unless another and different payment schedule is determined by the Board. For purposes of the annual Assessment, if the date on which an Owner takes title and becomes liable for Assessments ("Date of Commencement") falls on other than the Assessment Payment Date, the initial regular Assessment for such Owner shall be prorated by the number of days remaining before the next succeeding Assessment Payment Date and shall be payable in advance of the Date of Commencement.

**Section 3.7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of Association.**

(a) If any Assessment or any part thereof is not paid on the date(s) when due (being the dates specified by the Board pursuant to Section 3.6 above), then the unpaid amount of such Assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of an Owner to pay such Assessment which arises during his ownership of a Lot, however, shall remain his personal obligation and the personal liability for any such Assessment shall not pass to his successors in title unless expressly assumed by them. Notwithstanding the foregoing, the lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Facilities or abandonment of his Lot.

(b) In furtherance of the Lien provided in Section 3.7(a) above, and to secure the full and timely payment of all Assessments and other amounts payable by each Owner hereunder, each Owner does hereby grant and convey unto Declarant, in trust as Trustee (the "Trustee"), the Lot; provided, that each such grant shall be subordinated to the lien of any mortgage or deed of trust only to the extent provided in Section 3.8 below; and for these purposes the provisions of this paragraph shall be deemed to have created a deed of trust (the "Deed of Trust") covering all of the lots with a power of sale granted to the Trustee in accordance with the provisions of Chapter 51 of the Texas Property Code (the "Code"), as it may be amended from time to time. The Deed of Trust created hereby shall be upon the same terms and conditions, and shall provide to the Association all of the rights, benefits and privileges, of the Deed of Trust promulgated by the State Bar of Texas for use by lawyers designated as Form No. 2402, and all amendments, modifications and substitutions thereof, which form is hereby incorporated by reference for all purposes hereof. The Association, acting through its president, shall have the right in its sole discretion at any time, and from time to time, to appoint in writing a substitute or successor Trustee who shall succeed to all rights and responsibilities of the then acting Trustee.

(c) Without limitation of the remedies available to the Association and to the other owners upon the occurrence of a default by any Owner in the payment of any Assessment or other amount due and payable hereunder, the Association may, at its election and by and through the Trustee, sell or offer for sale the Lot owned by the defaulting Owner to the highest bidder for cash at public auction in accordance with the provisions of the Code. The Association may, at its option, accomplish such foreclosure sale in such manner as permitted or required by the Code or by any other present or subsequent laws relating to the same. After the sale of any Lot in accordance with the provisions of the paragraph, the Owner of such Lot shall be divested of any and all interests and claims thereto, and the proceeds of any such sale shall be applied in the following order of priority: (i) to the payment of the costs and expenses of taking possession of the lot, (ii) to the payment of reasonable Trustee's fees, (iii) to the payment of costs of advertisement and sale, (iv) to the payment of all unpaid Assessments and other amounts payable by such Owner to the Association hereunder, and (v) to the defaulting Owner or to any other party entitled thereto. The Association shall have the right to become the Purchaser at the sale of any Lot hereunder and shall have the right to be credited on the amount of its bid therefor all of the Assessments due and owing by the defaulting Owner to the Association as of the date of such sale.

(d) If any Assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the lot subject thereto, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained such judgment shall include interest on the Assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action. In addition to interest on delinquent amounts as set forth above, each delinquent Owner shall be obligated to pay a late charge with respect to any Assessment which is not paid within thirty (30) days after the date due as determined from time to time by the Board.

**Section 3.8. Subordination of the Lien to Mortgages.** The lien securing the payment of the Assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

(a) bona fide first mortgage or deed of trust liens for purchase money and/or home improvement purposes place upon a Lot, in which event the Association's lien shall automatically become subordinate and inferior to such first lien,

(b) liens for taxes or other public charges as are by applicable law made superior to the Association's lien; and

(c) such other liens to which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien; provided however, such subordination shall apply only to (i) the Assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Lot pursuant to the terms and conditions of any such first mortgage or deed of trust or tax lien; and (ii) the permitted lien on the Lot alone. Such sale shall not relieve such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation to pay Assessments and/or to hinder the Association in performing its functions hereunder.

**Section 3.9. Exempt Property.** The following property subject to this Declaration shall be exempted from the Assessments, charge and lien created herein:

- (a) All properties dedicated and accepted for maintenance by the City or any other local public authority and devoted to public use.
- (b) All Common Areas as defined in Article I hereof.
- (c) All areas reserved by the Declarant on the recorded plat of the Properties.
- (d) All Lots owned by Declarant.
- (e) All parcels of land owned by Saratoga Homeowners Association, Inc.
- (f) All builder-owned lots.

## **ARTICLE IV**

### **GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 4.1. Powers and Duties.**

(a) The Board, for the benefit of the Properties and the Owners, shall provide, and shall pay for out of the HOA Budget Fund provided for in Section 3.1 above, the following:

(i) Care, preservation and maintenance of the Common Facilities, and the purchase and upkeep of any desired personal property used in connection with the maintenance of the Common Facilities.

(ii) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(iii) Legal and accounting services.

(iv) If deemed appropriate by the Board, a policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000 to indemnify against the claim of one person, \$300,000 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence, which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

(v) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(vi) Such fidelity bonds as the Board may determine to be advisable.

(vii) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, taxes or Assessments (including taxes or Assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(b) The Board shall have the following additional rights, powers and duties:

(i) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(ii) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks), and generally, to have all the powers necessary or incidental to the operation and management of the Association.

(iii) To protect or defend the Common Areas from loss or damage by suit or otherwise, and to provide adequate for maintenance and repairs.

(iv) To make reasonable rules and regulations for the maintenance and protection of the Common Facilities and Common Areas, and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members entitled to vote pursuant to Section 2.2

(v) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(vi) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

**Section 4.2. Board Powers, Exclusive.** The Board shall have (a) the exclusive right to contract for all goods, services, and insurance, payment for which is to be made from the HOA Budget Fund and (b) the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

**YES, THERE ARE RULES TO ABIDE BY. READ AND BECOME FAMILIAR WITH THEM. IF YOU HAVE QUESTIONS, PLEASE ASK.**

## **ARTICLE V**

### **CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS**

**GET ARCHITECTURAL APPROVAL BEFORE ANY TYPE OF MODIFICATION ON YOUR HOME, OR BEFORE YOU SHOP OR BEGIN CONSTRUCTION OF A STORAGE SHED. Section 5.5 (a)**

**Section 5.1. Residential Use.** The Lots shall be used for single-family residential purposes and home office only. No building or other structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residence per Lot, which residence may not exceed two (2) stories in height, and a private garage as provided below. Any building or structure to be placed or constructed on a Lot is subject to approval in writing by the Reviewer under Article VII.

**Section 5.2. Single-Family Use.** Each residence may be occupied only by persons living together as a single housekeeping unit, together with any household employees. Except for families consisting of persons related by blood, adoption, or marriage, no more than two persons per bedroom may occupy the same dwelling on a regular and consistent basis.

**Section 5.3. Garage Required.** Each residence shall have an enclosed two car attached garage which shall conform in design and materials with the main structure. At least one overhead garage door shall be equipped with a remote-operated automatic door opener which shall remain functional at all times. Each garage shall provide space for storage of a minimum of two cars. No garage will be permitted to be converted to living space nor shall any garage be so used as to prevent the storage of two cars. This provision is not applicable to the builders' sales offices.

**Section 5.4. Driveways.** All driveways shall be surfaced with concrete.

**Section 5.5. Uses Specifically Prohibited.**

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any Lot except (i) children's

playhouses, dog houses, and structures for storage of lawn maintenance equipment, which may be placed on a Lot subject to approval in accordance with Article VII and provided no part of any such structure is visible from any front or side street, and (ii) the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given Lot during construction of the residence on that Lot or on a different Lot as agreed to between the builder or contractor and Declarant. No metal sheds will be permitted to be placed on a Lot. Sheds will be allowed, if otherwise acceptable, if designed and constructed to match the color of the existing home trim. Roofing material must match the main structure, and it cannot exceed two (2) feet over the fence or be visible from the street. No building material of any kind or character shall be placed or stored upon the Property until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

**THANK YOU FOR GARAGING YOUR WHEELS.**

(b) Residents are expected to park their vehicles in their garages, and use their driveways for overflow parking. No vehicle may be parked in a manner that may impede access to homes by an emergency vehicle at any time. (Think of it like this: if you or your loved-one needed help and called 911, wouldn't you want everyone to make a way for those emergency vehicles?) The following vehicles may not be parked on any street or driveway within Saratoga: recreational vehicles, mobile homes, trailers, campers, stored vehicles, trucks with tonnage in excess of one (1) ton, commercial vehicles (including all vehicles with commercial lettering or logos), and unlicensed or inoperable vehicles. "Sports utility vehicles" and "mini-vans" (as such vehicles are commonly referred to, as determined in the Board's discretion) and pick-up trucks without commercial writing or logos shall be treated as automobiles and may be parked outside of enclosed garages. Boats may not be kept or stored on a Lot. **This Section shall not apply to parking for purposes of emergency vehicle repairs or to construction, service, and delivery vehicles for periods necessary to perform the services or make a delivery.** Notwithstanding the above, for purposes of cleaning, loading, unloading, and short-term and visitor parking, any vehicle may be parked outside of an enclosed garage temporarily and irregularly to accommodate such use. The Board, in its discretion, may enact rules governing such temporary, irregular use or, in the absence of specific rules, shall have discretion in determining what constitutes permissible parking under such circumstances. As used in this Section, the term "vehicles" includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles.

(c) No vehicle of any size which transports inflammatory or explosive cargo may be kept or parked on the Property at any time, except for use by or on behalf of Declarant in connection with the development of the Property or by a builder or contractor in connection with the construction of improvements on a Lot.

(d) Declarant reserves for the benefit of the persons or entities (collectively, the "Benefited Parties") (i) owning, leasing, exploring for, developing, producing and transporting oil, gas or other minerals on, under or in the vicinity of the Property or (ii) owning, leasing or operating pipelines, drilling facilities, or ancillary drilling operations under or in the vicinity of the Property ("Drilling Activities") an easement on the Property for noise, vibration, fumes, dust, other particulate matter, fuel, or lubricant resulting from Drilling Activities. Member, by accepting this Declaration, for itself and all future owners of all or any portion of the Property, acknowledges that the Property is in the vicinity of Drilling Activities and accepts and releases the Benefited Parties from all claims, causes of action and liabilities of any nature arising out of or in connection with the use of the easement or related to the proximity of the Property to the Drilling Activities and the annoyances and effects resulting there from, including, without limitation, noise, vibration, fumes, dust, fuel, lubricants, other particulate matter and interference with sleep and living.

(e) WITHIN EASEMENTS ON EACH LOT, AND WITHIN DRAINAGE SWALES RUNNING BETWEEN LOTS, UNLESS OTHERWISE APPROVED IN WRITING BY THE ACC, NO STRUCTURES, PLANTING OR MATERIALS SHALL BE PLACED OR PERMITTED TO REMAIN THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, WHICH MAY CHANGE THE DIRECTION OF FLOW WITHIN DRAINAGE CHANNELS OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS. DECLARANT OR THE ACC MAY REQUIRE ANY OWNER CAUSING ANY CHANGE IN THE FLOW OF SURFACE WATER TO REMOVE AT SUCH OWNER'S EXPENSE ANY STRUCTURE OR IMPROVEMENTS CAUSING SUCH ALTERATION.

AFTER DECLARANT OR ANOTHER DEVELOPER HAS GRADED THE LOT, THE GENERAL GRADING, SLOPE, AND DRAINAGE PLAN OF A LOT (INCLUDING THE INSTALLATION OF RAISED SHRUB BEDS, SWIMMING POOLS OR SIMILAR IMPROVEMENTS) MAY NOT BE ALTERED WITHOUT (1) THE PRIOR WRITTEN APPROVAL OF THE ACC AND (2) THE PRIOR WRITTEN APPROVAL OF THE CITY AND OTHER APPROPRIATE AGENCIES HAVING AUTHORITY TO GRANT SUCH APPROVAL.

(f) No patio cover[s] will be installed on a Lot unless written approval is received in accordance with Section 7.2 below (unless installed by the builder). The construction and appearance, including roof and paint trim, must match the construction of the home. Nothing herein is intended to vary either the procedures or standards contain in Article VII or in any bulletins or construction/improvement criteria hereafter promulgated.

(g) Lighting displays and holiday decorations will be permitted on a Lot only during the period commencing thirty (30) days prior and a maximum of fifteen (15) days following holidays. *(Holiday shall be defined as any Nationally Recognized holiday.)*



(h) Supplemental to the provisions of Section 5.6 below, **ALL FENCES MUST BE STAINED WITH CLEAR PRESERVATIVE ONLY.**

(i) No animals or livestock shall be raised, bred or kept on the Property for commercial purposes or for food. Dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove or otherwise provide for the removal of the pet. Pets shall be kept on a leash or otherwise confined inside a fenced area whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law and must be properly tagged for identification. It is the Owner's responsibility to keep the front of their Lot clean and free of pet debris and to pick up and properly dispose of their pet's waste wherever deposited. Notwithstanding anything herein to the contrary, no more than four (4) household pets will be permitted on each Lot.

(j) No Lot or other area on the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars, other vehicles or discarded appliances and furniture. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay.

(k) No air-conditioning apparatus shall be installed on the ground in front of a residence or on the side of the residence in view of any public street. No air-conditioning apparatus shall be attached to any wall or window of a residence. All air-conditioning equipment must be installed in the rear yard or on the side yard completely screened by a fence or three 3-gallon dwarf wax myrtle shrubs.

(l) No antenna, satellite dish, or other device for the transmission or reception of television or radio (including amateur or ham radios) signals is permitted outside the dwelling on a Lot, except those devices whose installation and use is protected under federal law or regulations (generally, certain antennae under one meter in diameter). Notwithstanding such protection, an application for such an antenna or other device must be submitted to the Reviewer for approval. The Reviewer shall consider any such application on an expedited basis. Approval will be granted only if:

(i) First, the antenna or other device is designed for minimal visual intrusion (i.e., is located in a manner that minimizes visibility from the street or an adjacent Lot); and

(ii) Second, the antenna or other device complies to the maximum extent feasible with design guidelines promulgated by the Association,



if any, within the confines of applicable federal regulations (i.e., without precluding reception of a quality signal or unreasonably increasing the cost of the antenna or device).

(m) Flags may be attached to the front or rear façade of the home

(n) Solar screens are permitted to be placed over windows and shall be of a dark or neutral color complimenting the home. All solar screens installed on the home must be of the same material and color. **ACC review is required for color selection and approval PRIOR to installation.**

<p style="text-align: center;"><b>MAKE NOTE OF PLACEMENT OF TEMPORARY BASKETBALL GOALS.</b></p>
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(o) Basketball goals are allowed only if made with a clear plexiglass backboard and black pole. Notwithstanding the foregoing, basketball goals are subject to ACC review and may be subject to other requirements as well as limitations on placement. **Temporary basketball goals are not allowed to be placed in public rights-of-way, including, but not limited to streets, sidewalks and parkways.**

(p) No Lot or improvement thereon shall be used for commercial or manufacturing purposes of any kind other than a small home office. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's use of a residence as a sales office until such builder's last residence on the Property is sold. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as a small home office, tutoring or giving lessons such as art or music, so long as such activities are consistent with the residential character of the Property, do not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Property, as determined in the Board's discretion, and do not materially increase the number of cars parked on the street.

(q) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet (10') from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Except for children's playhouses, dog houses, gazebos and structures for storage of lawn maintenance equipment which specifically conform to such design

guidelines as may be promulgated by the Association, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

(s) No sign of any kind shall be displayed to the public view on any Lot, except (i) political signs as are permitted by the City or other applicable governing authority, which may be placed on the Lot no earlier than six (6) weeks prior to an election and which must be removed within one (1) week after the election for which such sign is displayed, (ii) one (1) professional security service sign of not more than one square foot, (iii) one (1) sign of not more than five square feet advertising the property for rent or sale during any period that the Lot actually is for rent or sale, or (iv) signs used by a builder to advertise the Property during the construction and sales period, each of which shall, in any event, comply with all statutes, laws or ordinances governing same. The Board of Directors or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or otherwise in connection with such removal.

(t) The drying of clothes in public view is prohibited.

(u) Wood used for fireplace, barbeque, or other use must be stacked neatly and screened from public view. The Owner is responsible for ensuring that such wood stack is kept free of rodents.

(v) No Owner shall perform, fail to perform, or permit anything to be done or not done on such Owner's Lot which would violate any laws, statutes, ordinances or regulations of any kind or character.

**Section 5.6. Fences and Walls.** Fences will comply with guidelines set forth in Article VI. No fence or wall shall be permitted to extend nearer to any street than the front of any residence. Fences or walls erected by Declarant shall become the property of the Owner of the Lot on which the same are erected and as such shall be maintained and repaired by such Owner. Any fence or portion thereof that faces a public street shall be so constructed so that all structural members and posts will be on the side of the fence facing away from the street so that they are not visible from any street. No portion of any fence shall extend more than (six) 6 feet in height. **ALL FENCES MUST BE STAINED WITH CLEAR PRESERVATIVE ONLY.** All fences must comply with such fence criteria and guidelines as may be promulgated by the Association and must be approved by the Reviewer. Any fence located on property backing up to a retail area must be an eight (8) foot cedar fence and constructed so that all structural members and posts will be on the side of the fence facing away from the street so they are not visible from any street. **Maintenance and replacement of the fence is the responsibility of the homeowner.**

**Section 5.7. Building Materials.** See Special Building Requirements in Article VI below.

**Section 5.8. Mailboxes and Address Blocks.** Mailboxes shall be standardized throughout Saratoga and shall be constructed of material, be of a design and color as is consistent with guideline promulgated by the Association and/or as approved by the Architectural Control Committee.

**Section 5.9. Landscaping.** Each builder of a residence upon each Lot shall, upon or before the first occupancy of a house, sod grass in the front and sideyards (anything visible from the street) and either seed or hydromulch the rear, and plant the minimum size and number of shrubs in the front yard against the foundation of the house as may be required under landscaping guidelines promulgated by the Association and approved by the Architectural Control Committee. Trees will conform to the Special Building Requirements in Article VI below. **(Refer to Section 11.1 Lot Maintenance.)**

**Section 5.10. Design Guidelines.** In addition to any requirements set forth in this Declaration, the Association may, from time to time, publish criteria and guidelines for guidance of and Owners in the construction, alteration, and maintenance of improvements on their Lots. All Owners are required to comply with such design guidelines in the construction of improvements within the Property.

**Section 5.11. Recorded Final Plat.** All dedications, limitations, restrictions and reservations shown on the Final Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant conveying Lots, whether specifically referred to therein or not.

**Section 5.12. Offensive Conduct.** While these covenants relate primarily to the construction and maintenance of the real property, it is important to the quiet enjoyment of the Dwelling Units by all Owners, that the personal conduct of Residents in the Property not, in itself, constitute a nuisance. Therefore, NOTICE IS HEREBY GIVEN THAT no noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance within the Property or any portion thereof. Loud, boisterous, drunken, or threatening conduct, on the part of any Member or Resident, tenant, or invitee, or any vandalism, or trespassing on the Lot of another Owner, or any activities which injure or may injure persons or property shall, without limitation, be defined as "Offensive Activity". Cumulative of any other fines, penalties or damages provided herein, upon a complaint from any Owner or tenant of an Owner, and after such investigation as the Board may deem appropriate, a written notice shall be sent by the Board (or the Management Company or attorney retained by the Board) to the Owner of the Lot occupied by the person or person violating this provision (and to the occupant if other than the Owner) specifying the nature of the complaint and making formal demand that it cease. If the offending party is a tenant, the Owner shall have 30 days from formal notice to remove the offending tenant or to otherwise insure that the Offensive Activity does not recur. The Owner, and, if enforceable, the offending party, shall thereafter (and subject to the notice and hearing requirements set out elsewhere herein) be subject to a fine to be determined by the Board not to exceed \$200.00 for each subsequent violation. The violation fines shall be levied against the Owner and, if applicable and enforceable, the tenant or other offending party, as a default assessment as referenced in Section 3.1 above. The assessment shall include interest at

18% or the higher permissible rate whichever is less and reasonable attorney's fees (if incurred).

## ARTICLE VI

### **SPECIAL BUILDING REQUIREMENTS**

Supplemental to the general restrictions on use and construction contained in Article V above, the following special building restrictions are applicable to the Lots according to size as indicated below. The application of the criteria and restrictions will be the authority of the Reviewer under the provisions of Article VII.

**Section 6.1. 50' Building Requirements.** The following building requirements shall be applicable for the 50' product:

- (a) Minimum Floor Area: 1,300 s.f. of air conditioned space.
- (b) Minimum Roof Pitch: 8:12 (20-Year Warranty, composition shingle, color of weathered gray).
- (c) Masonry Requirement: 75 % overall 100% on the front of the home.
- (d) Front Setback: 20'
- (e) Side Yard Setback: 5'
- (f) Rear Yard Setback: 10'
- (g) Trees: Two 3" caliper trees in the front yard; three 3" caliper trees on corner Lots.
- (h) Mailbox: Must be standard design as specified by Declarant.

**THERE IS SPECIAL UPGRADED FENCING REQUIRED ON  
CERTAIN LOTS.**

(i) Upgraded Fencing: Fencing facing streets on corner Lots, shall be of cedar and stained with a clear preservative. Where homes abut a collector street, park school, retail or commercial, fence must be of cedar, have a cap and stained with a clear preservative and constructed so that all structural members and posts will be on the side of the fence facing away from the street so they are not visible from any street. Fencing shall comply with Section 5.6 above.

**Section 6.2. 60' Building Requirements.** The following building requirements shall be applicable for the 60' product:

- (a) Minimum Floor Area: 1,800 s.f. of air conditioned space.

(b) Minimum Roof Pitch: 8:12, (20-Year Warranty composition shingle, color of weathered gray)

(c) Masonry Requirement: 100% on the front of the home. 75% overall. 75% on the first floor of the home.

(d) Front Setback: 20'

(e) Side Yard Setback: 5'

(f) Rear Yard Setback: 10'

(g) Trees: Two 3" caliper trees in the front yard; three 3" caliper trees on corner Lots.

(h) Mailbox: Must be standard design as specified by Declarant.

(i) Upgraded Fencing: Fencing facing streets on corner Lots, shall be of cedar and stained with a clear preservative. Where homes abut a collector street, park or school, fence must be of cedar, have a cap and stained with a clear preservative. Fencing shall comply with Section 5.6 above.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

#### **Section 7.1. Review Authority.**

(a) Declarant shall have exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within the Property until all planned Lots have been conveyed to persons other than Declarant or a builder and have been improved with a dwelling for which a certificate of occupancy has been issued, unless Declarant earlier terminates its rights in a recorded instrument. Declarant may designate one or more persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other person. Declarant is not required to hold meetings or keep minutes relating to its review under this Article. Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other person or committee, including the Architectural Control Committee. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(b) Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the Architectural

Control Committee ("ACC"), shall assume jurisdiction over architectural matters. The ACC shall consist of at least three persons. Members of the ACC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The ACC members shall be designated, shall serve, and may be removed and replaced in the Board's discretion.

(i) For so long as Declarant owns any portion of the Property, the ACC shall notify Declarant in writing within three business days of any action (*i.e.*, approval, partial approval, or disapproval) it intends to take under this Article. A copy of the application and any additional information that Declarant may require shall accompany the notice. During such time, Declarant shall have the right, in its sole and absolute discretion, to veto any ACC action; provided, Declarant's right to veto must be exercised within 10 business days after it receives notice of the ACC's action. The party submitting the plans for approval shall not be notified of the ACC's action until after Declarant's right to veto has been exercised or has expired.

(ii) The Board may create and appoint subcommittees of the ACC. Subcommittees may be established to preside over particular areas of review (*e.g.*, landscape plans) and shall be governed by procedures the Board or the ACC may establish. Any subcommittee's actions are subject to review and approval by Declarant, for as long as Declarant may review the ACC's decisions, and the ACC. Notwithstanding the above, neither the ACC nor Declarant shall be obligated to review all actions of any subcommittee, and the failure to take action in any instance shall not be a waiver of the right to act in the future.

(iii) Unless and until such time as Declarant delegates any of its reserved rights to the ACC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters. Declarant and the Association may employ architects, engineers, or other persons to perform the review required under this Article.

(c) The entity having jurisdiction in a particular case, whether Declarant or its designee or the ACC, shall be referred to as the "Reviewer."

(d) The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals. The Board may include the compensation of such persons in the Association's annual operating budget.

**Section 7.2. Review Requirements.** No building, wall or any other structure or improvement shall be commenced, erected, placed, or substantially altered on any Lot, nor shall any exterior painting (other than repainting a structure the same or similar color) of, exterior addition to, or substantial alteration of, such items be made until all plans and

specifications and a plot plan have been submitted to and approved in writing by the Reviewer.

The Reviewer is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Reviewer, adversely affect the use or enjoyment of one (1) or more Owners or the general value of the Property.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed exterior design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to judicial review so long as they are made in good faith and in accordance with the required procedures.

**Section 7.3. Procedure for Approval.** Final plans and specifications shall be submitted in duplicate by certified mail, return receipt requested or hand delivery to the Reviewer. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variances from the requirements set forth in this Declaration. The Reviewer is authorized to request the submission of samples of proposed construction materials and such other information as they reasonably deem necessary to make their determination. At such time as the plans and specifications meet the approval of the Reviewer, one complete set of plans and specifications will be retained by the Association, for up to three (3) years only, and the other complete set of plans shall be marked "Approved," signed by a representative of the Reviewer and returned to the Lot Owner or his designated representative. If disapproved by the Reviewer, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a representative of the Reviewer. Any modification of the approved set of plans and specifications must again be submitted to the Reviewer for its approval. The Reviewer's approval or disapproval, as required herein, shall be in writing. Any reliance upon a verbal approval of any plans by the Reviewer shall be at the risk of the Lot Owner and subject to any subsequent or otherwise conflicting written response by the Reviewer.

(a) If the Reviewer fails to approve or disapprove any such plans and specifications or modification thereto within thirty (30) days after the date of submission of all information the Reviewer requires, written approval of the matters submitted shall not be required and compliance with this Section shall be deemed to have been completed. In case of a dispute about whether the Reviewer responded within such time period, the person submitting the plans shall have the burden of establishing that the Reviewer received the plans. The Reviewer's receipt of the plans may be established by a signed certified mail receipt. Any builder who is constructing residences on multiple Lots shall have the option of submitting a master set of final plans and specifications for



all of the residences it intends to construct within the Property to the Reviewer in accordance with the provisions of this paragraph. Once the master set of plans has been approved, the builder shall be allowed to construct residences in accordance with such approved plans and no further submittals shall be required unless material deviations have been made to such approved plans.

(b) The Reviewer may, but is not obligated to, permit or require that plans be submitted or considered in stages, in which case, a final decision shall not be required until after the final, required submission stage.

(c) As part of any approval, the Reviewer may require that construction in accordance with approved plans commence within a specified time period. If construction does not commence within the required period, the approval shall expire and the Owner must reapply for approval before commencing any activities. Once commenced, construction must be diligently pursued to completion. All construction work shall be completed within one (1) year of commencement unless otherwise specified in the notice of approval or design guidelines published by the Association, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action.

(d) As a part of the review process, the Reviewer may require that the construction of any improvement be inspected on a periodic basis prior to completion for compliance with the plans and other matters relating to the quality or method of construction. The Association may conduct such inspections or, in the alternative, it may contract with third parties for such purposes. The Owner on whose Lot the construction is taking place shall be responsible for the payment of costs relating to any such inspection.

**Section 7.4. Standards.** The Reviewer shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Reviewer is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Reviewer shall have the authority to interpret and amend design guidelines, subject to Declarant's approval for so long as Declarant or any builder owns any portion of the Property or thereafter, with approval of the Board. The Reviewer may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Any such guidelines, criteria, bulletins, or standards constitute "Dedictory Instruments" under the Texas Property Code and will be filed of record in the office of the Tarrant County Clerk.

**Section 7.5. Special Procedure for Homebuilders.** Once the Reviewer has approved a set of final plans and specifications (including, but not limited to, exterior colors) submitted by the builder, that homebuilder may use such plans and specifications for other homes it will construct on the Property, provided that (a) there shall be at least two lots on the same side of the street between lots with houses using the same or substantially the same floorplan; (b) there shall be at least three lots on the same side of



the street between lots with houses using the same or substantially the same exterior elevations; and (c) no houses with the same or substantially the same exterior elevation shall be constructed on Lots directly across the street from each other. The builder will be subject to such restrictions or requirements as the Reviewer may make for future use at the time of approval of the plans and specifications.

#### **Section 7.6. Liability of Reviewer.**

Neither Declarant, the Board of Directors, the Architectural Control Committee, or any of their respective members, officers, employees and agents, shall have any liability whatsoever for decisions made in accordance with this Article so long as such decisions are made in good faith and are not arbitrary or capricious. The plans or the site plan submitted to the Reviewer shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Reviewer shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, or any codes, ordinances, regulations or other laws, whether statutory or not, and whether the same relate to Lot lines, building lines, easements or any other issue. Review and approval of any plans pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every dwelling is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

THE ASSOCIATION HEREBY UNCONDITIONALLY AND PERPETUALLY INDEMNIFIES AND HOLDS DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, CONTRACTORS, AND AGENTS, INCLUDING PROFESSIONAL MANAGEMENT, HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, IN CONNECTION WITH OR ARISING OUT OF ANY ACTIONS OR INACTIONS TAKEN HEREUNDER BY THE REVIEWER, IRRESPECTIVE OF WHETHER OR NOT THE REVIEWER, ITS EMPLOYEES, CONTRACTORS, AGENTS AND OTHER INDIVIDUALS OR ENTITIES RELATED TO OR EMPLOYED BY THE REVIEWER ACTED NEGLIGENTLY.

### **ARTICLE VIII**

#### **EASEMENTS**

##### **Section 8.1. Utility Easements.**

(a) Non-exclusive easements are hereby reserved for the benefit of, and granted to, the City, all providers of utility services within the Properties, and all other governmental servicers of the Properties (including without limitation the U.S. Postal

Service), to enter into and use the easements as designated on the final plats for the provision of all governmental and utility services necessary and/or required for the benefit of the Owners in the proper exercise of governmental functions and the providing of utility services.

(b) Utilities serving the Properties shall be installed only in the streets or in designated utility easements(s) shown on the Plats (except for individual utility connections from the common utility lines to improvements constructed on a Lot).

(c) The Plats shall contain a dedication to the City and to all public utility entities providing utility service to the Properties of the right to use the Streets to construct, install, maintain, operate, inspect, remove and reconstruct the facilities, equipment and systems that serve the Properties, but the City and such utility companies shall repair any damage to the pavement or other improvements on the Streets resulting from any such installation, maintenance, reconstruction or such other work.

**Section 8.2. Easement Reserved for Association.** Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot and the Properties for the carrying out by the Association of its rights, functions, duties and obligations hereunder: provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

## ARTICLE IX

### REQUIREMENTS OF CERTAIN MORTGAGEES AND MORTGAGE INSURERS

#### **Section 9.1. Definitions.**

(a) The owners and holders of Institutional Mortgages which are required to satisfy the applicable requirements of FHA, VA, FNMA, FLMC and other similar governmental, quasi-governmental and nationally recognized public and/or private sources of end financing are referred to herein as "Eligible Mortgagees" and their mortgages referred to as "Eligible Mortgages".

(b) The insurers, guarantors, participants and subsidizers of the Eligible Mortgages, are referred to herein as the "Eligible Insurers". To the extent applicable, necessary or proper, the provisions of this Article IX apply not only to this Declaration but also to the Articles of Incorporation and Bylaws of the Association. This Article is supplemental to, and not in substitution of, any other provisions of this Declaration, the Articles of Incorporation and Bylaws, but in the event of ambiguity or conflict, this Article shall control.

**Section 9.2. Reservation of Right and Authority to Satisfy Requirements.** During the Class B Member period Declarant may take such action as may be necessary to secure the approval of the Eligible Mortgagees and Eligible Insurers, if any, where

such approval is required and such action is required or requested by them as a prerequisite to approval of a purchase money loan on Lots within Saratoga. This authority includes the power to amend the Declaration without the vote or consent of any other Owner or party if necessary in the future to satisfy the requirements of HUD/FHA or VA or other Eligible Insurers in the making of loans, or to comply with the FNMA Seller's Guide, as same may be from time to time amended. This may include adding mortgagee protection clauses to the Declaration.

## **ARTICLE X**

### **EXPANSION OF THE PROPERTY**

**Section 10.1. Expansion of the Property.** Declarant, in its sole discretion and without the approval of any other party, may from time to time subject this Declaration to additional real property by recording in the Public Real Estate Records of the County, a Supplemental Declaration describing the additional real property to be subjected to this Declaration.

**Section 10.2. Effect of Recording Supplemental Declaration.** A Supplemental Declaration shall be effective upon the recording of same in the Public Real Estate Records of the County unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

## **ARTICLE XI**

### **LOT MAINTENANCE BY OWNERS**

**Section 11.1. Lot Maintenance.** After the installation of the landscaping on a Lot by a builder, the Owner of the Lot shall thereafter maintain the yard in a sanitary and attractive manner, including adequate watering and immediate replacement of dead vegetation, including front yard trees (must be replaced with the same species), and shall edge the street curbs that run along the Lot boundary lines. Yards must be kept mowed and trimmed at regular intervals so as to maintain the Lot in a neat and attractive manner. No vegetables shall be grown in any portion of a Lot yard that faces a street or is not screened by fencing built in accordance with the terms hereof. No Ivy plant material shall be grown on any portion of the outside of the front façade of the home. Grass shall not be permitted to grow to a height of greater than six inches (6") upon any Lot.

**Section 11.2. Maintenance of Improvements.** Each Owner shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner. All fences shall be kept neat,

clean and in good repair. Any fence which is damaged, leaning, or otherwise not in good repair shall be immediately repaired.

## **ARTICLE XII**

### **ENFORCEMENT**

**Section 12.1. Special Enforcement Provisions.** Subject to the provisions of the Code, in the event that an Owner fails to comply with any provision of this Declaration, including but not limited to any provision in Article XI, then, prior to the Board or the Association enforcing the compliance of such failure or seeking against such Owner remedies in accordance with this Declaration (or such other remedies as may be available to the Board and/or the Association at law or in equity), the Board shall first be obligated to give such Owner notice of such failure and fourteen (14) days after the date of such notice in which to cure such violation or failure. If the Owner shall not have corrected such failure within fourteen (14) days after the giving of such notice, the Board of Directors shall have the right but not the obligation, to enter the Lot and to bring the Lot, and any improvements thereon, into full compliance with this Declaration. All costs and expenses incurred by the Association in connection with correcting any such failure shall be borne by the Owner. If any Owner does not promptly reimburse the Association for all such costs and expenses after receipt of written request for same, the Board shall have the right to assess the Owner for same plus interest and fines, such assessment, interest and fines being a default assessment under the provisions of Section 3.1 above.

**Section 12.2. Enforcement.** Subject to the provisions of the Code, in addition to the enforcement provisions set forth in Section 12.1, the Board of Directors may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to the Declaration) in accordance with the applicable procedures set forth in the Bylaws. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

(a) **Fines.** The Board of Directors may impose reasonable monetary fines which shall constitute a lien upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest, or invitee of the Owner of such Lot.

(b) **Suspension of Voting Rights.** The Board of Directors may suspend an Owner's right to vote.

(c) **Suspension of Rights to Use the Common Properties.** The Board of Directors may suspend any person's or entity's right to use any recreational facilities within the Common Properties; provided, however, nothing herein shall authorize the Board of Directors to limit ingress or egress to or from a Lot.

(d) **Right of Self-Help.** The Board of Directors may exercise self-help or take action to enter upon the Lot to abate any violation of this Declaration;

(e) Right to Require Removal. The Board of Directors may require an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board of Directors or its designee shall have the right to enter the Lot, remove the violation, and restore the property to substantially the same condition as previously existed, without such action being deemed a trespass.

(f) Levy Default Assessment. The Board of Directors may levy a special individual assessment in accordance with Section 3.1 to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration.

(g) Lawsuit; Injunction or Damages. The Board of Directors may bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

Failure by Declarant, or the Board of Directors, to enforce any covenant, condition, agreement or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to the Association's enforcement rights, this Declaration may be enforced by any aggrieved Owner.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

## ARTICLE XIII

### AMENDMENT AND TERMINATION

**Section 13.1. Amendment.** Subject to the provisions of Article IX, if applicable, this Declaration may be amended by an instrument containing such amendment(s) and recording same in the Real Estate Records of the County, provided, that (i) for the period which Declarant owns at least one Lot, no such amendment shall be valid or effective without the joinder and consent of Declarant and (ii) such amendment shall first be approved by the affirmative vote or written consent of the Association's Members representing at least 67% of the votes in the Association. In addition, Declarant, at its sole discretion and without a vote or the consent of any other party, may modify, amend, or repeal this Declaration: (i) at any time prior to the final conversion (ii) as necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (iii) as necessary to comply with the requirements

of VA, or HUD (Federal Housing Administration), FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity; or Eligible Mortgagees, or (iv) as necessary for clarification or to correct technical, typographical or scrivener's errors. Any amendment to this Declaration must be recorded in the Real Property Records of the County.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the Class B Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

**Section 13.2. Termination.** Subject to the provisions of Article IX, if applicable, the Owners may terminate and extinguish this Declaration in its entirety by executing an instrument terminating this Declaration and recording same in the Real Estate Records of the County, provided, however, that (i) for the period in which Declarant owns at least one Lot, no such termination shall be valid or effective without the joinder and consent of Declarant and (ii) such termination and extinguishment shall first be approved by the affirmative vote or written consent of the Association's Members representing at least 67% of the votes in the Association.

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

**Section 14.1. Power of Attorney.** Each and every Owner and Member hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit to do the following:

(a) to exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Properties;

(b) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clauses(s), recital(s), covenant(s), agreement(s) and restrictions(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, enlarge, contract or abandon the subdivision plat(s) of the Properties, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Tarrant County Clerk's Office and shall remain in full force and effect thereafter until all the Lots owned by Declarant have been sold and conveyed by Declarant to Class A Members.

**Section 14.2. Duration.** This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an original fifty (50) year term expiring on the fiftieth (50<sup>th</sup>) anniversary of the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of at least fifty one percent (51%) of all Lots within the Properties and recorded in the Deed Records of Tarrant county, Texas, which contains and sets forth an agreement to abolish this Declaration; provided, however, no such agreement (where approved by less than seventy five percent (75%) of the Owners of all Lots within the Properties) to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

**Section 14.3. Amendments.** This Declaration is expressly subject to change, modification and/or deletion by means of amendment at any time and from time to time as provided herein. This Declaration may be amended and/or changed in part as follows:

(a) In response to any governmental or quasi-governmental suggestion, guideline, checklist, requisite or requirement, particularly with respect to those entities or agencies directly or indirectly involved in, or having an impact on, mortgage financing, mortgage insurance and/or reinsurance, Declarant shall have the complete and unrestricted right and privilege to amend, change, revise, modify or delete portions of this Declaration, and each and every Owner and Member specifically and affirmatively authorizes and empowers Declarant, as their and the Association's attorney-in-fact to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as Declarant (in its sole and absolute discretion) shall deem reasonable and appropriate.

(b) Declarant may otherwise amend or change this Declaration by exercising its powers under Section 11.1 hereinabove or with the direct consent of at least fifty-one percent (51%) of the votes in the Association.

(c) At such time as Declarant no longer owns any Lot within the Properties, this Declaration may be amended by the affirmative vote of the Members entitled to cast sixty seven percent (67%) of the votes of the Members of the Association entitled to vote who are present at a meeting duly called for such purpose. Any and all amendments shall be recorded in the Office of the County Clerk of Tarrant County, Texas.

**Section 14.4. Enforcement.** Each Owner of each Lot shall be deemed, and held responsible and liable for the acts, conduct and omission of each and every Resident, Member, guest and invitee affiliated with such Lot, and such liability and responsibility



of each Owner shall be joint and several with their Resident(s), Member(s), guests and invitees. The lien created hereby on each Lot shall extend to, cover and secure the proper payment and performance by each and every Resident, Member, guest and invitee affiliated with each Owner. Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage proximately caused by the conduct of their children (under the age of 18 years) within the Properties. Enforcement of this Declaration may be initiated by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by this Declaration, but failure by the Association or any Owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association and the City of Fort Worth, Texas are specifically authorized (but not obligated) to enforce this Declaration. With respect to any litigation hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees, from the non-prevailing party.

**Section 14.5. Validity.** Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Fort Worth (including, without limitation, the applicable zoning ordinances of the City), then such municipal requirements shall control.

**Section 14.6. Headings; Gender; Construction.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include plural and vice versa, unless the context requires otherwise. Examples, illustration, scenarios and hypothetical situations mentioned herein shall not constitute an exclusive, exhaustive or limiting list of what can or cannot be done.

**Section 14.7. Registration with the Association.** Each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as (a) the full name and address of each Owner, Member and Resident, (b) the full name of each individual family member who resides within the residential dwelling of the Lot Owner; (c) the business address, occupation and telephone numbers of each Resident; (d) the description and license plate number of each automobile owned or used by a Resident and brought within the Properties; (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Resident cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but



is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member and Resident shall be come automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

**Section 14.8. Notices to Resident/Member/Owner.** Any notice required to be given to any Resident, Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when (i) deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as the Resident, Member or Owner on the records of the Association at the time of such mailing, or when (ii) delivered by hand or by messenger to the last known address of such person within the Properties; or when (iii) posted on the Association's bulletin board for at least thirty (30) consecutive calendar days.

**Section 14.9. Notices to Mortgagees.** The holder(s) of a mortgage may be furnished with written notification from the Association of any default by the respective mortgagor/Member/Owner in the performance of such mortgagor's/Member's/Owner's obligation(s) as established by this Declaration, provided that the Association has been theretofore furnished, in writing, with the correct name and address of such mortgage holder(s) and a request to receive such notification and reasonably supply of self-addressed, stamped envelopes.

**Section 14.10. Disputes.** Matters of dispute or disagreement between Owners, Residents or Members with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners, Residents and Members.

**Section 14.11. Notice of Transfer.** If at any time a Lot is sold, the new Owner shall promptly notify the Association of the transfer and give the name and address for notice (if other than the Lot) of the new Owner.

**Section 14.12. No Liability for Trespass.** Whenever the Association, the Board of Directors, Declarant, the management company, or their respective agents or officers exercise any right hereunder and in connection therewith enters upon any Lot, such parties shall not be liable for trespass upon such Lot.

Executed as of the 30<sup>th</sup> day of September, 2004.

**DECLARANT:**

**HILLWOOD SARATOGA, L.P.,  
a Texas limited partnership**

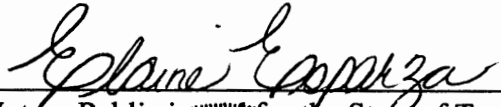
**By: Hillwood Operating, L.P., a Texas  
limited partnership, its general partner**

**By: Hillwood Development Company,  
LLC, a Texas limited liability  
company, its general partner**

**By:**   
**Name:** Brian Carlock  
**Title:** Vice President

THE STATE OF TEXAS     §  
   §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me this 30th day of September, 2004 by Brian Carlock, Vice President of Hillwood Development Company, a Texas limited liability company, on behalf of such company in its capacity as general partner of Hillwood Operating, L.P., a Texas limited partnership and general partner of Hillwood RLD, Ltd., a Texas limited partnership.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



**EXHIBITS:**

Exhibit "A" - Legal Description  
Exhibit "B" - Articles of Incorporation  
Exhibit "C" - Bylaws

**ADDRESS OF DECLARANT:**

Hillwood  
C/O Brian Carlock  
Three Lincoln Centre  
5430 LBJ Freeway  
Suite 800  
Dallas, TX 75240

**AFTER RECORDING RETURN TO:**

Same Address as Declarant

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**(PHASE I)**

**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the James G. McDonald Survey, Abstract Number 1106, and in the G.W. Parker Survey, Abstract Number 1251, both of Tarrant County, Texas, and being a portion of that tract of land conveyed to AIL Investment, L.P., formerly known as, Hillwood/Freeway, LTD., (Tract 3) by deed recorded in Volume 9527, Page 1011 of County Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows;

**COMMENCING** at a 1/2 inch iron rod found at the southeast corner of said Tract 3, said point also being the northeast corner of that certain tract of and described by deed to One Prairie Meadows, Ltd., as recorded in Volume 14705, Page 520, Deed Records, Tarrant County, Texas;

**THENCE** N89°36'44"W, 901.56 feet along the south line of said Tract 3 and the north line of said One Prairie Meadows tract to the **POINT OF BEGINNING**;

**THENCE** N89°36'44"W, 1000.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N10°53'17"W, 724.93 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N30°00'49"W, 60.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a non-tangent curve to the right;

**THENCE** with said non-tangent curve to the right, an arc distance of 50.24 feet, through a central angle of 07°30'43", having a radius of 383.16 feet, the long chord of which bears S63°44'33"W, 50.20 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N10°07'28"E, 135.64 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N35°11'13"W, 103.02 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N02°08'58"W, 158.92 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N10°45'44"W, 188.42 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N64°44'34"W, 158.89 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE N05°04'46"E, 102.63 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a non-tangent curve to the right;**

**THENCE with said non-tangent curve to the right, an arc distance of 64.95 feet, through a central angle of 09°42'43", having a radius of 383.16 feet, the long chord of which bears N85°08'36"E, 64.87 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE N00°00'02"W, 60.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE N15°16'40"W, 259.47 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE N01°25'36"E, 450.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S85°50'16"E, 140.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S79°02'02"E, 132.93 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S77°26'21"E, 66.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S74°04'47"E, 66.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S70°43'13"E, 66.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S67°21'39"E, 66.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S64°00'05"E, 66.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S60°38'31"E, 66.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S57°16'57"E, 66.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S53°46'59"E, 71.65 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**C&B Job No. 011765.030.1.0452**

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**March 04, 2004**

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**THENCE** S50°17'01"E, 66.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S46°55'27"E, 66.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S43°33'53"E, 66.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S40°12'19"E, 66.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N57°43'01"E, 112.02 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S32°16'59"E, 60.28 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N57°43'01"E, 65.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S32°16'59"E, 30.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S78°40'15"E, 27.59 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a non-tangent curve to the left;

**THENCE** with said non-tangent curve to the left, an arc distance of 484.06 feet, through a central angle of 23°42'17", having a radius of 1170.00 feet, the long chord of which bears N42°35'56"E, 480.61 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N30°44'47"E, 173.38 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the right;

**THENCE** with said curve to the right, an arc distance of 679.97 feet, through a central angle of 53°22'09", having a radius of 730.00 feet, the long chord of which bears N57°25'51"E, 655.65 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a reverse curve to the left;

**THENCE** with said reverse curve to the left, an arc distance of 38.26 feet, through a central angle of 04°23'05", having a radius of 500.00 feet, the long chord of which bears N81°55'24"E, 38.25 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a reverse curve to the right;

**THENCE** with said reverse curve to the right, an arc distance of 94.14 feet, through a central angle of  $10^{\circ}47'16''$ , having a radius of 500.00 feet, the long chord of which bears  $N85^{\circ}07'29''E$ , 94.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $S89^{\circ}28'53''E$ , 26.80 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $N45^{\circ}31'36''E$ , 28.29 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $N00^{\circ}32'04''E$ , 15.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $S89^{\circ}27'55''E$ , 31.24 feet to a point in the easterly line of said Tract 3, a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $S00^{\circ}29'59''W$ , 160.00 feet along said easterly line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $N89^{\circ}27'55''W$ , 31.33 feet leaving said easterly line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $N00^{\circ}32'06''E$ , 25.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $N44^{\circ}28'24''W$ , 28.28 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $N89^{\circ}28'53''W$ , 26.78 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the right;

**THENCE** with said curve to the right, an arc distance of 46.76 feet, through a central angle of  $05^{\circ}21'30''$ , having a radius of 500.00 feet, the long chord of which bears  $N86^{\circ}48'08''W$ , 46.74 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a reverse curve to the left;

**THENCE** with said reverse curve to the left, an arc distance of 175.80 feet, through a central angle of  $20^{\circ}08'43''$ , having a radius of 500.00 feet, the long chord of which bears  $S85^{\circ}48'16''W$ , 174.90 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a compound curve to the left;

**THENCE** with said compound curve to the left, an arc distance of 526.05 feet, through a central angle of  $44^{\circ}59'08''$ , having a radius of 670.00 feet, the long chord of which bears  $S53^{\circ}14'21''W$ , 512.64 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;



**THENCE S30°44'47"W, 173.38 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the right;**

**THENCE with said curve to the right, an arc distance of 512.30 feet, through a central angle of 23°51'50", having a radius of 1230.00 feet, the long chord of which bears S42°40'42"W, 508.61 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S11°23'47"W, 28.93 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S32°16'59"E, 30.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S57°43'01"W, 65.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S32°53'33"E, 87.89 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S55°41'39"W, 140.21 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S24°35'41"E, 54.48 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S24°35'41"E, 54.92 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S10°49'24"E, 229.31 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S00°23'16"W, 275.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S08°14'19"W, 111.05 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S89°36'44"E, 175.17 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S00°23'16"W, 4.42 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S89°36'44"E, 355.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

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**THENCE S00°23'16"W, 110.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S89°36'44"E, 31.02 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S00°23'16"W, 270.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S89°36'44"E, 26.29 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S00°23'16"W, 160.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE N89°36'44"W, 300.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S00°23'16"W, 160.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE N89°36'44"W, 21.08 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;**

**THENCE S00°23'16"W, 110.00 feet to the POINT OF BEGINNING and containing 57.140 acres of land, more or less.**

**SUPPLEMENTAL DECLARATION  
SARATOGA, PHASE II  
TO  
SARATOGA HOMEOWNERS ASSOCIATION, INC.**

**THIS SUPPLEMENTAL DECLARATION (this "Supplemental Declaration")** is executed by HILLWOOD SARATOGA, L.P. a Texas limited partnership, a Texas limited partnership, ("Declarant").

**RECITALS:**

**Whereas**, Declarant, Hillwood Saratoga, L.P. is the current "Declarant" under the Declaration of Covenants, Easement and Restrictions, dated September 30, 2004, recorded on October 1, 2004 in Document No. D204307766 of the Real Property Records of Tarrant County, Texas (as amended and supplemented from time to time, the "Declaration".) Hillwood Saratoga, L.P. is the owner of the real property located in Tarrant County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes by this reference (the "Additional Property"). Hillwood Saratoga, L.P., as Declarant and as the owner of the Additional Property, desires to subject the Additional Property to the provisions of the Declaration. All capitalized terms not defined herein shall have the meaning set forth in the Declaration.

**Whereas** the Supplemental declaration set forth has been duly approved in accordance with Article X, Section 10.a of the Declaration;

Declarant desires that the Additional Property become subject to the provisions of the Declaration and that such Additional Property become part of the "Properties" as defined in the Declaration. Accordingly, Declarant adopts, establishes and imposed upon Additional Property all of the covenants, restrictions, easements, liens and charges set forth in the Declaration and declares that the Additional Property is part of the Future Phases of Saratoga and that the Additional Property shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, restrictions, easements, liens and charges of the Declaration.

**EXECUTED to be effective the 28th day of November 2005.**

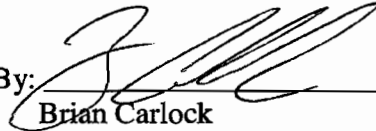
**DECLARANT:**

By: Hillwood Saratoga, L.P.,  
a Texas limited partnership

By: Hillwood Operating L.P.  
a Texas limited partnership, General Partner

FILED  
TARRANT COUNTY TEXAS  
2005 NOV 30 PM 2:17  
BY [Signature]  
SUSAN L. HENDERSON  
COUNTY CLERK

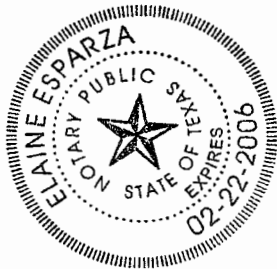
By: Hillwood Development Corporation, LLC  
a Texas corporation, General Partner

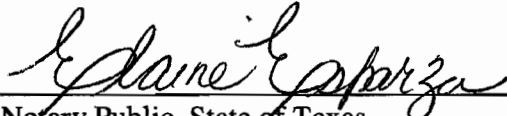
By:   
Brian Carlock  
Vice President

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 28<sup>th</sup> day of November 2005, by Brian Carlock, Vice President of Hillwood Development Corporation, a Texas corporation, general partner of Hillwood Operating L.P., a Texas limited partnership, general partner of Hillwood Saratoga, L.P., a Texas limited partnership, on behalf of said limited partnership.



  
Notary Public, State of Texas

Elaine Esparza  
Printed/Typed Name

**EXHIBIT "A" attached (THE ADDITIONAL PROPERTY)**

**EXHIBIT "A"**  
**ADDITIONAL PROPERTY**

**SARATOGA, PHASE II**  
**LEGAL DESCRIPTION**

**STATE OF TEXAS           §**  
                                  **§**  
**COUNTY OF TARRANT   §**

**WHEREAS**, Hillwood Saratoga, L.P., is the sole owner of the following tract of land;

**BEING** a tract of land situated in the G.W. Parker Survey, Abstract Number 1251 and the James G. McDonald Survey, Abstract Number 1106, City of Fort Worth, Tarrant County, Texas, and being a portion of that tract of land described by deed to Hillwood Saratoga, L.P. and recorded in County Clerk's Filing Number D204097118, County Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows;

**BEGINNING** at a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the southwest corner of Phase I, Saratoga, an addition to the City of Fort Worth, and recorded in Cabinet A, Slides 9524 & 9525, Plat Records, Tarrant County, Texas, said point being the north line of that tract of land described by deed to One Prairie Meadows, LTD. and recorded in Volume 14705, Page 520 (Tract I), said County Records;

**THENCE** N89°36'44"W, 1852.23 feet along the common line of the south line of said Hillwood Saratoga, L.P. tract and the north line of said One Prairie Meadows, LTD. (Tract I) to a 1/2 inch iron rod found;

**THENCE** S89°58'08"W, 36.24 feet continuing along said common line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set at the southwest corner of that tract of land described by deed to FW Fort Worth 109, L.P. and recorded in Volume 16822, Page 229, said County Records;

**THENCE** N00°06'45"W, 2918.54 feet along the common line of the west line of said Hillwood Saratoga, L.P. tract and the east line of said FW Fort Worth 109, L.P. tract to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N64°19'09"E, 522.82 feet along the northerly line of said Hillwood Saratoga, L.P. tract to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S44°11'19"E, 955.22 feet continuing along said northerly line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S28°03'21"E, 168.24 feet continuing along said northerly line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N63°01'27"E, 162.14 feet continuing along said northerly line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S36°33'27"E, 197.71 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the northwest corner of Lot 17X, Block 6, Phase I, Saratoga, an addition to the City of Fort Worth, as recorded in Cabinet A, Slides 9524 & 9525, Plat Records, Tarrant County, Texas;

**THENCE** along the west line of said Phase I, Saratoga, the following bearings and distances:

S01°25'36"W, 450.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S15°16'40"E, 259.47 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S00°00'02"E, 60.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found, the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, an arc distance of 64.95 feet, through a central angle of 09°42'43", having a radius of 383.16 feet, the long chord of which bears S85°08'36"W, 64.87 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

**THENCE** S80°17'15"W, 800.32 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the left;

**THENCE** with said curve to the left, an arc distance of 40.33 feet, through a central angle of 24°19'32", having a radius of 95.00 feet, the long chord of which bears S67°59'25"W, 40.03 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S08°37'01"W, 14.08 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S36°38'43"E, 60.21 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the right;

**THENCE** with said curve to the right, an arc distance of 70.51 feet, through a central angle of 26°55'58", having a radius of 150.00 feet, the long chord of which bears S23°10'44"E, 69.86 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set in the westerly line of a 50' Petroleum Pipeline Easement as recorded in Volume 10359, Page 1990, said County Records;

**THENCE** S09°42'45"E, 446.49 feet along said westerly line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N80°17'15"E, 24.52 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the right;

**THENCE** with said curve to the right, an arc distance of 189.56 feet, through a central angle of  $20^{\circ}29'32''$ , having a radius of 530.00 feet, the long chord of which bears  $S89^{\circ}27'59''E$ , 188.55 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $S79^{\circ}13'13''E$ , 195.61 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the left;

**THENCE** with said curve to the left, an arc distance of 85.25 feet, through a central angle of  $10^{\circ}23'31''$ , having a radius of 470.00 feet, the long chord of which bears  $S84^{\circ}24'58''E$ , 85.13 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $S89^{\circ}36'44''E$ , 261.78 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the left;

**THENCE** with said curve to the left, an arc distance of 203.31 feet, through a central angle of  $30^{\circ}24'05''$ , having a radius of 383.16 feet, the long chord of which bears  $N75^{\circ}11'14''E$ , 200.93 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found in the north right-of-way line of Saratoga Springs Circle as shown in said Phase I, Saratoga;

**THENCE**  $S30^{\circ}00'49''E$ , 60.00 feet along the west line of said Phase I, Saratoga to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

**THENCE**  $S10^{\circ}53'17''E$ , 724.93 feet continuing along said west line to the **POINT OF BEGINNING** and containing 88.281 acres of land, more or less.

That Hillwood Saratoga, L.P. does hereby adopt this plat designating the herein described property as;

Lots 1X & 1-12, Block 9; Lots 1-24, Block 10; Lots 1X, 1-37, Block 11; Lots 1-97, Block 12;  
Lots 1-18, Block 13; Lots 1-18, Block 14; Lots 1X & 1-19, Block 15; Lots 1-20, Block 16;  
Lots 1-20, Block 17; Lots 1X & 1-4, Block 18; Lots 1-19, Block 22; Lots 1-12 & 13X, Block 23

### **SARATOGA**

An addition to the City of Fort Worth, Texas, and does hereby dedicate to the public's use forever the rights-of-way and easements shown hereon.

*RTN TO:*

*HILLWOOD DEVELOPMENT CORP  
5430 LBJ FWY SUITE 200  
DALLAS, TX 75240  
ATTN: BRIAN CARLOCK*



HILLWOOD DEVELOPMENT CORP  
5430 LBJ FWY SUITE 800  
ATTN BRIAN CARLOCK  
DALLAS TX 75240  
Submitter: BRIAN CARLOCK

---

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

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

Filed For Registration: 11/30/2005 02:19 PM  
Instrument #: D205357048  
OPR 6 PGS \$32.00

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



**D205357048**

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



**FIRST AMENDMENT  
TO  
SARATOGA  
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS**

2005 AUG 29 AM 12:40

SUZANNE HENDERSON

BY \_\_\_\_\_

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS ("First Amendment") is made this 19th day of August, 2005 by Hillwood SARATOGA, L.P., a Texas limited partnership (the "Declarant");

**WITNESSETH:**

WHEREAS, Declarant recorded that certain Declaration of Covenants, Easements and Restrictions dated September 30, 2004, and recorded October 1, 2004, in Document No. D204307766 of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Board of Directors has determined that the Association's welfare would be best served by the amendments to the Declaration which are set forth below; and

WHEREAS, the amendment set forth below has been duly approved in accordance with Article XIII Section 13.1 of the Declaration;

NOW, THEREFORE, effective as of the first date above, the Declaration is hereby deleted in the referenced **Section 5.5 (s)** and amended as follows:

1. **Section 5.5. Uses Specifically Prohibited.**  
**Section 5.5 (s)** is hereby supplemented by adding the following provision:

**Section 5.5 (s) Signs.** "For Rent" or "For Lease" signs are prohibited and shall not be displayed to the public view on the Property except that:

(s.1) Declarant may erect and maintain a sign or signs deemed by it to be reasonable and necessary for the construction, development, operation, promotion and sale of the Lots.

(s.2) Any Builder, during the construction and sale of a Residence, may utilize professional signs (of not more than six (6) square feet in size) on each Lot which it owns for advertising and sales promotion.

(s.3) One "For Sale" sign (of not more than six (6) square feet in size) may be utilized on a Lot by the homeowner of that Lot for the sale of that Lot and its improvements.

(s.4) Two small, professionally fabricated signs indicating that the Lot is protected by a security system and monitored by a professional security company may be placed on a Lot.

(s.5) Political signs are allowed under the current legislation restrictions for the State of Texas.

(s.6) Personal signs indicating school affiliations, birth announcements and similar type signs may be erected on a Lot provided they are in compliance with the Design Guidelines.

(s.7) No sign may be placed on the Common Property or the entrance areas to the Development without written approval of the Board.

No Owner shall engage in any picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Community, nor shall any Owner park, store or drive any vehicle in or adjacent to the Community which bears or displays any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner, Builder or the Declarant.

The Board or its agents shall, without notice, have the right, but not the obligation, to remove any sign, billboard or other advertising structure that does not comply with this Section and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. In addition to any other remedy provided herein for the enforcement of violations of the Governing Documents, the failure to comply with this Section 4.7 (r) will subject any Owner to a fine of up to \$100.00 per day per sign for each day such Owner fails to comply with this Section. The Board shall have the right to erect signs as it deems appropriate. All signs are to be in compliance with the sign ordinance of the City.

2. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

EXECUTED effective as of the day and year first written above.

HILLWOOD SARATOGA L.P.,  
a Texas limited partnership

By: Hillwood Operating, L.P.,  
a Texas limited partnership,  
its general partner

By: Hillwood Development Corporation, LLC  
A Texas corporation, its general partner

By: [Signature]  
Name: Brian Carlock  
Title: V.P.

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me on the 19th day of August, 2005, by Brian Carlock, Vice President of Hillwood Development Corporation, a Texas corporation, the general partner of Hillwood Operating, L.P., a Texas limited partnership, the general partner of Hillwood RLD, L.P., a Texas limited partnership, in behalf of said entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of August, 2005.



[Signature]  
Notary Public, State of Texas

AFTER RECORDATION RETURN TO:

Hillwood  
Three Lincoln Centre  
5430 LBJ Freeway, Suite 800  
Dallas, Texas 75240  
Attn: Elaine Esparza

HILLWOOD  
5430 LBJ FRWY STE 800

DALLAS TX 75247

Submitter: HILLWOOD RESIDENTIAL TEXAS



---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
1211 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

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

Filed For Registration: 08/21/2008 12:44 PM  
Instrument #: D205255116  
OPP: PCS \$18.00

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



**D205255116**

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

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
SARATOGA HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SARATOGA HOMEOWNERS ASSOCIATION, INC. (this "Amendment") is made this 26 day of March, 2008, by HILLWOOD SARATOGA, L.P., a Texas limited partnership (the "Declarant").

**WITNESSETH:**

WHEREAS, Declarant prepared and recorded that certain Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. on October 1, 2004, as Document No. D204307766 of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, Article XIV, Section 14.1(b) of the Declaration provides that during the time that Declarant is a Class B Member, the Declarant may unilaterally amend the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article III, Section 3.1 of the Declaration is amended by deleting subparagraph (d) of the first sentence of this Section and replacing it with the following:

(d) Initiation Fee to be paid upon the conveyance of a Lot to an Owner pursuant to Section 3.3(c) hereof.

2. Article III, Section 3.3(c) of the Declaration is amended by deleting that subsection in its entirety and replacing it with the following:

(c) In addition to regular annual assessments set forth above and special assessments set forth in Section 3.4 below, each Owner shall be obligated at the time of the purchase of a Lot by such Owner and simultaneously therewith, to pay to the Association an initiation fee to supplement the funds of the Association as provided in Section 3.1 hereof. The amount of the initiation fee shall be set by the Board on an annual basis at the time the Board establishes the amount of the annual Assessment set forth in this Section 3.3. The amount of the initiation fee

shall remain the same until the Board, at its annual meeting, shall set the initiation fee for the following year.

3 Except as modified by this First Amendment, the Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Declarant has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

**DECLARANT: HILLWOOD SARATOGA, L.P., a Texas limited partnership**

By: Hillwood Operating, L.P., a Texas limited partnership, its general partner

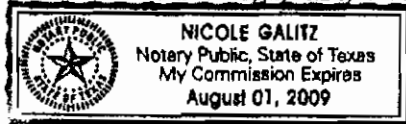
By: Hillwood Development Company, LLC, a Texas limited liability company, its general partner

By: [Signature]  
Title: Angie Waddle  
Vice President, Hillwood Residential

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 26 day of march, 2008, by Angie Waddle V.P. of Hillwood Development Company, LLC, a Texas limited liability company, general partner of Hillwood Operating, L.P., general partner of Hillwood Saratoga, L.P., a Texas limited partnership, on behalf of said entity.



[Signature]  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
Riddle & Williams, P.C.  
3710 Rawlins Street, Suite 1400  
Dallas, Texas 75219

GPUD.AMED\Saratoga-Tarrant\first amendment-Approved 3.14.08

12

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
SARATOGA HOMEOWNERS ASSOCIATION, INC.**

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

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SARATOGA HOMEOWNERS ASSOCIATION, INC.** (this "Amendment") is made this 26 day of March, 2008, by **HILLWOOD SARATOGA, L.P.**, a Texas limited partnership (the "Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant prepared and recorded that certain Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. on October 1, 2004, as Document No. D204307766 of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

**WHEREAS**, Article XIV, Section 14.1(b) of the Declaration provides that during the time that Declarant is a Class B Member, the Declarant may unilaterally amend the Declaration; and

**WHEREAS**, the Declarant desires to amend the Declaration as hereinafter set forth.

**NOW, THEREFORE**, the Declarant hereby amends the Declaration as follows:

1. Article III, Section 3.1 of the Declaration is amended by deleting subparagraph (d) of the first sentence of this Section and replacing it with the following:

(d) Initiation Fee to be paid upon the conveyance of a Lot to an Owner pursuant to Section 3.3(c) hereof.

2. Article III, Section 3.3(c) of the Declaration is amended by deleting that subsection in its entirety and replacing it with the following:

(c) In addition to regular annual assessments set forth above and special assessments set forth in Section 3.4 below, each Owner shall be obligated at the time of the purchase of a Lot by such Owner and simultaneously therewith, to pay to the Association an initiation fee to supplement the funds of the Association as provided in Section 3.1 hereof. The amount of the initiation fee shall be set by the Board on an annual basis at the time the Board establishes the amount of the annual Assessment set forth in this Section 3.3. The amount of the initiation fee

shall remain the same until the Board, at its annual meeting, shall set the initiation fee for the following year.

3. Except as modified by this First Amendment, the Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Declarant has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

**DECLARANT: HILLWOOD SARATOGA, L.P., a Texas limited partnership**

By: Hillwood Operating, L.P., a Texas limited partnership, its general partner

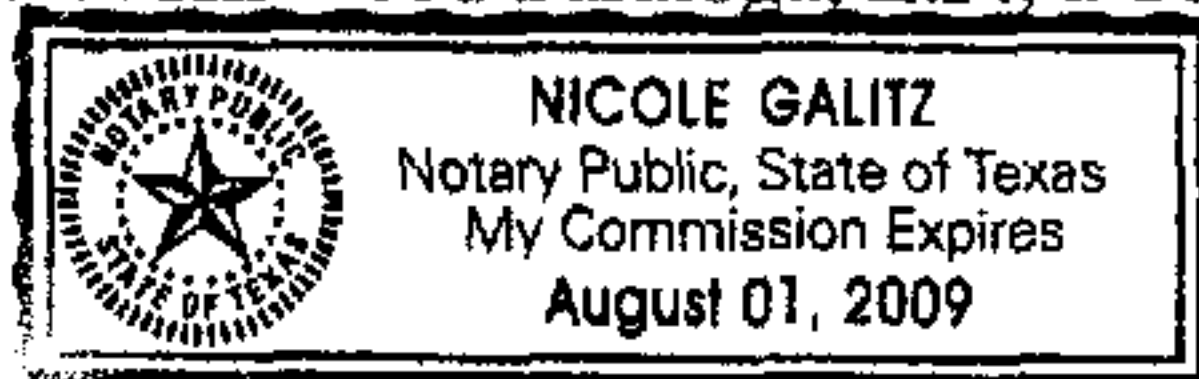
By: Hillwood Development Company, LLC, a Texas limited liability company, its general partner

By: [Signature]  
Title: Angie Waddle  
Vice President, Hillwood Residential

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 21<sup>st</sup> day of March, 2008, by Angie Waddle V.P. of Hillwood Development Company, LLC, a Texas limited liability company, general partner of Hillwood Operating, L.P., general partner of Hillwood Saratoga, L.P., a Texas limited partnership, on behalf of said entity.



[Signature]  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
Riddle & Williams, P.C.  
3710 Rawlins Street, Suite 1400  
Dallas, Texas 75219

GPUD.AMED\Saratoga-Tarrant\first amendment-Approved 3.14.08



RIDDLE & WILLIAMS PC  
3710 RAWLINS ST SUITE 1400

DALLAS TX 75219

Submitter: RIDDLE & WILLIAMS PC



---

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

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

Filed For Registration: 04/16/2008 02:57 PM

Instrument #: D208137826

OPR 3 PGS

\$20.00

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



**D208137826**

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

Printed by: MV

PGS 3 \$24.00  
Suzanne Henderson AMENDMENT TO "FIRST" AMENDMENT  
TO Submitter: ACS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SARATOGA HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT TO THAT CERTAIN "FIRST AMENDMENT" TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SARATOGA HOMEOWNERS ASSOCIATION, INC. (this "Amendment") is made on this 16<sup>th</sup> day of June, 2010, by HILLWOOD SARATOGA, L.P., a Texas limited partnership (the "Declarant").

**RECITALS:**

WHEREAS, Declarant prepared that certain Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc., dated September 30, 2004, and recorded on October 1, 2004, as Document No. 204307766 of the Real Property Records of Tarrant County, Texas (the "Declaration"), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated August 19, 2005 and recorded on August 29, 2005, as Document No. 205255116 of the Real Property Records of Tarrant County, Texas (the "First Amendment"); and

WHEREAS, Declarant thereafter prepared a second amendment entitled the "First" Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated March 26, 2008, and recorded on April 16, 2008, as Document No. 208137826 of the Real Property Records of Tarrant County, Texas (the "Second Amendment"); and

WHEREAS, pursuant to Article XIII, Section 13.1(iv) of the Declaration entitled "Amendment," Declarant may amend the Declaration, including any amendment thereto, in its sole discretion and as necessary to correct typographical or scrivener's errors.

WHEREAS, Declarant desires to amend the Second Amendment to correct the scrivener error in the number sequencing of such document.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Second Amendment is hereby amended as follows:

1. Title of Second Amendment. The title of the Second Amendment is deleted in its entirety and the following title is inserted in lieu thereof:

Second Amendment to Declaration of Covenants, Conditions and Restrictions  
for  
Saratoga Homeowners Association, Inc.

2. Section 3 of the Second Amendment. Section 3 of the Second Amendment is deleted in its entirety and the following is inserted in lieu thereof:
  3. Except as modified by this Second Amendment, the Declaration shall remain in full force and effect.
3. No Other Changes. Except as expressly modified herein, the Declaration remains unmodified and in full force and effect. All terms used herein with initial capital letters and not otherwise defined shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed on June 16, 2010, and is effective as of and relates back to April 26, 2008, the original recording date of the Second Amendment.

**DECLARANT**

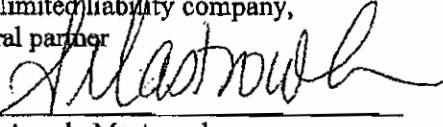
HILLWOOD SARATOGA, L.P.,  
a Texas limited partnership

By: HAR Saratoga GP, LLC,  
a Texas limited liability company,  
its general partner

By: Hillwood Alliance Residential, L.P.,  
a Texas limited partnership,  
its sole member

By: Hillwood Operating, L.P.,  
a Texas limited partnership,  
its general partner

By: Hillwood Services GP, LLC,  
a Texas limited liability company,  
its general partner

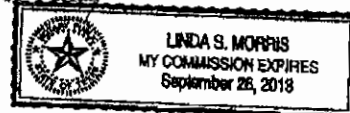
By:   
Angela Mastrocola  
Senior Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 16th day of June, 2010, by Angela Mastrocola, Senior Vice President of Hillwood Services GP, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as general partner of Hillwood Operating, L.P., a Texas limited partnership, on behalf of said limited partnership in its capacity as general partner of Hillwood Alliance Residential, L.P., a Texas limited partnership, in its capacity as sole member of HAR Saratoga GP, LLC, a Texas limited liability company, in its capacity as general partner of Hillwood Saratoga L.P., a Texas limited partnership, on behalf of said limited partnership.

  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Hillwood  
Three Lincoln Centre, 5430 LBJ Freeway, Suite 800  
Dallas, Texas 75240  
Attn: Amy R. Reed, Esq.



After Recording Return To:

Republic Title of Texas, Inc.  
2626 Howell Street, 10<sup>th</sup> Street  
Dallas, TX 75204  
GF# 04R04049 CR0

*Mary Louise Nicholson*

Mary Louise Nicholson

**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
SARATOGA HOMEOWNERS ASSOCIATION, INC.**

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

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SARATOGA HOMEOWNERS ASSOCIATION, INC.** (this "Second Amendment") is made this 15<sup>th</sup> day of November, 2017, by Saratoga Homeowners Association, Inc., a Texas non-profit corporation (the "Association").

**WITNESSETH:**

**WHEREAS**, Hillwood Saratoga, L.P. ("Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. on or about October 1, 2004, as Document No. D204307766 of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

**WHEREAS**, on or about April 16, 2008, the Association filed a First Amendment to the Declaration as Instrument No. D208137826 of the Real Property Records of Tarrant County, Texas.

**WHEREAS**, Article XIII, Section 13.1, of the Declaration provides in general for the amendment of the Declaration, and Article XIV, Section 14.3(c), of the Declaration provides that the Declaration may be amended by the affirmative vote of the Members entitled to cast sixty-seven percent (67%) of the votes of the Members of the Association entitled to vote who are present at a meeting duly called for such purpose; and

**WHEREAS**, the following amendment has been approved by more than sixty-seven percent of the votes of the Members of the Association entitled to vote.

**NOW, THEREFORE**, the Declaration is amended as follows:

1. Article V, Section 5.6 of the Declaration is amended by adding the following paragraph to Section 5.6:

Notwithstanding the above paragraph or Owners maintenance obligations with respect to fences pursuant to Section 11.2 of the Declaration, in order to maintain a consistent and aesthetically pleasing fence line, the Association, at the discretion of the Board, may paint and stain the particular fences described on Exhibit "D" that border all Common Areas maintained by the Association, at the Association's

sole cost and expense. Exhibit "D" describes the location of fences on particular Lots which are visible from public streets and are the Association's maintenance obligation pursuant to this Second Amendment. The above notwithstanding, the Owners of the Lots described on Exhibit "D" remain obligated to perform all other maintenance, repairs or replacement of the fences at issue.

2. Except as modified by the First Amendment and this Second Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

**SARATOGA HOMEOWNERS ASSOCIATION, INC.,  
a Texas non-profit corporation**

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

Printed Name: Jacob Wurman

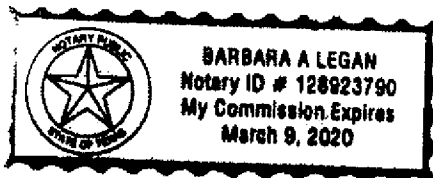
Title: President

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                      §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Jacob Wurman, President of Saratoga Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 13th day of November, 2017.



Barbara A. Legan  
Notary Public, State of Texas

March 9, 2020  
My Commission Expires

FILED  
TARRANT COUNTY TEXAS

2010 JUN 17 PM 4:19

SUZANNE HENDERSON  
COUNTY CLERK

BY

**THIRD AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SARATOGA HOMEOWNERS ASSOCIATION, INC.**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SRARTOGA HOMEOWNERS ASSOCIATION, INC.** (this "Amendment") is made by this 17<sup>th</sup> day of June, 2010 by **HILLWOOD SARATOGA, L.P.**, a Texas limited partnership (the "Declarant").

**RECITALS:**

**WHEREAS**, Declarant prepared that certain Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc., dated September 30, 2004 and recorded on October 1, 2004 as Document No. 204307766 of the Real Property Records of Tarrant County, Texas (the "Declaration"), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated August 19, 2005 and recorded on August 29, 2005 as Document No. 20525516 of the Real Property Records of Tarrant County, Texas (the "First Amendment"), as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated March 26, 2008 and recorded on April 16, 2008 as Document No. 208137826 of the Real Property Records of Tarrant County, Texas (the "Second Amendment"), and as may be further amended; and

**WHEREAS**, Article XIII, Section 13.1(i) of the Declaration entitled "Amendment," states Declarant may amend the Declaration, in its sole discretion at any time prior to conversion; and

**WHEREAS**, Section 2.2 of the Declaration entitled "Class of Membership" identifies Declarant as a Class B Member of the Association which member controls all voting rights of the Association until all Lots held by such Class B Member have been sold and conveyed; and

**WHEREAS**, Declarant owns at least one Lot; and

**WHEREAS**, Declarant desires to amend the Declaration as set forth herein.

**NOW THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Second Amendment is hereby amended as follows:

1. Class B Member Period of Control. Article II, Section 2.2 of the Declaration entitled "Class B" is hereby deleted in its entirety and the following is inserted in lieu thereof:

**CLASS B:** The Class B Member shall be Declarant. Until a date specified by Declarant, but no more than 90 days after all Lots held by the Class B Member have been sold and conveyed ("Conversion Date"), all votes of the Association shall be cast solely by the Class B Member, to the exclusion of the Class A Members. On the Conversion Date, the Class B membership of Declarant in the Association shall terminate and all votes shall thereafter be cast solely by Class A Members.

2. Reservation of Right and Authority. The first sentence of Article IX, Section 9.2 of the Declaration entitled "Reservation of Right and Authority to Satisfy Requirements" is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Reservation of Right and Authority to Satisfy Requirements.** Until the Conversion Date, Declarant may take such action as may be necessary to secure the approval of the Eligible Mortgagees and Eligible Insurers, if any, where such approval is required and such action is

required or requested by the foregoing as a prerequisite to approval of a purchase money loan on Lots within Saratoga.

3. Amendment. The first paragraph in Article XIII, Section 13.1 of the Declaration entitled "Amendment" is hereby deleted in its entirety and the following is inserted in lieu thereof:

Amendment. Subject to the provisions of Article IX, if applicable, this Declaration may be amended by an instrument containing such amendment(s) and recording same in the Real Property Records of the county, provided that (i) until the Conversion Date, no such amendment shall be valid or effective without the joinder and consent of Declarant and (ii) after the Conversion Date, such amendment shall first be approved in accordance with Section 14.3(c) of this Declaration. In addition, Declarant, in its sole discretion and without a vote or consent of any other party, may modify, amend, or repeal this Declaration (a) at any time, for any reason prior to the Conversion Date; (b) as necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (c) as necessary to comply with the requirements of governmental agencies commonly referred to as VA, HUD, FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity, or Eligible Mortgagees or (d) as necessary for clarification or to correct technical, typographical, or scrivener's errors. Any amendment to the Declaration must be recorded in the Real Property Records of the County.

4. Termination. Subpart (i) in Article XIII, Section 13.2 of the Declaration entitled "Termination" is hereby deleted in its entirety and the following is inserted in lieu thereof:

(i) Until the Conversion Date, no such termination shall be valid or effective without the joinder and consent of Declarant and

5. Power of Attorney. The last paragraph in Article XIV, Section 14.1 of the Declaration entitled "Power of Attorney" is hereby deleted and the following is inserted in lieu thereof:

The rights powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect upon recordation of this Declaration in the Tarrant County Clerk's Office and shall remain in full force and effect thereafter until the Conversion Date.

6. Amendments. Subparts (b) and (c) in Article XIV, Section 14.3 of the Declaration entitled "Amendments" are hereby deleted and the following is inserted in lieu thereof:

(b) Declarant may otherwise change or amend this Declaration by exercising its powers in accordance with Section 13.1 herein.

(c) After the Conversion Date, this Declaration may be amended by the written consent or affirmative vote of the Members entitled to cast 67% of the votes of the Members of the Association entitled to vote.

7. No Other Changes. Except as expressly modified herein, the Declaration remains unmodified and in full force and effect. All terms used herein with initial capital letters and not otherwise defined shall have the meanings specified in the Declaration.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed and effective as of the date first above written.

**DECLARANT:**

HILLWOOD SARATOGA, L.P.,  
a Texas limited partnership

By: HAR Saratoga GP, LLC,  
a Texas limited liability company,  
its general partner

By: Hillwood Alliance Residential, L.P.,  
a Texas limited partnership,  
its sole member

By: Hillwood Operating, L.P.,  
a Texas limited partnership,  
its general partner

By: Hillwood Services GP, LLC,  
a Texas limited liability company,  
its general partner

By: [Signature]  
Name: Angie Mastrocola  
Title: Vice President

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on the 16th day of June, 2010, by Angela Mastrocola, Senior Vice President of Hillwood Services GP, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as general partner of Hillwood Operating, L.P., a Texas limited partnership, on behalf of said limited partnership in its capacity as general partner of Hillwood Alliance Residential, L.P., a Texas limited partnership, in its capacity as sole member of HAR Saratoga GP, LLC, a Texas limited liability company, in its capacity as general partner of Hillwood Saratoga L.P., a Texas limited partnership, on behalf of said limited partnership.

[Signature]  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Hillwood  
Three Lincoln Centre  
5430 LBJ Freeway  
Suite 800  
Dallas, Texas 75240  
Attn: Amy R. Reed, Esq.



 PGS 4 \$28.00  
FIRST AMENDMENT TO THE THIRD AMENDMENT  
Suzanne Henderson TO Submitter: ACS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SARATOGA HOMEOWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT TO THE THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SARATOGA HOMEOWNERS ASSOCIATION, INC. (this "Amendment") is made on this 18<sup>th</sup> day of June, 2010, by HILLWOOD SARATOGA, L.P., a Texas limited partnership (the "Declarant").

RECITALS:

WHEREAS, Declarant prepared that certain Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc., dated September 30, 2004, and recorded on October 1, 2004, as Document No. 204307766 of the Real Property Records of Tarrant County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated August 19, 2005, and recorded on August 29, 2005, as Document No. 205255116 of the Real Property Records of Tarrant County, Texas, as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated March 26, 2008, and recorded on April 16, 2008, as Document No. 208137826 of the Real Property Records of Tarrant County, Texas, as amended by that First Amendment to the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated June 16, 2010, and recorded on June 17, 2010, as Document No. Document No. 210146578 of the Real Property Records of Tarrant County, Texas, as amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated and recorded on June 17, 2010 as Document No. \_\_\_\_\_ (the "Third Amendment") as each may be further amended (collectively, the "Declaration"); and

WHEREAS, Article XIII, Section 13.1(i) of the Declaration entitled "Amendment," states Declarant may amend the Declaration, which includes all amendments thereto, in its sole discretion at any time prior to the Conversion Date; and

WHEREAS, the Conversion Date has not yet occurred; and

WHEREAS, Declarant desires to amend the Third Amendment as set forth herein.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Third Amendment is hereby amended as follows:

1. First Recital in Third Amendment: The first recital of the Third Amendment referencing the First Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. is deleted in its entirety and the following is inserted in lieu thereof:

First Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated August 19, 2005, and recorded on August 29, 2005, as Document No. 205255116 of the Real Property Records of Tarrant County, Texas

2. Last Recital in Third Amendment: The last recital beginning "NOW THEREFORE" in the Third Amendment is hereby deleted in its entirety and the following is inserted in lieu thereof:

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

3. Class B Member Period of Control. Article II, Section 2.2 of the Declaration entitled "Class B" is hereby deleted in its entirety and the following is inserted in lieu thereof:

CLASS B: The Class B Member shall be Declarant. Until a date specified by Declarant, but no more than 90 days after all Lots held by the Class B Member have been sold and conveyed ("Conversion Date"), all votes of the Association shall be cast solely by the Class B Member, to the exclusion of the Class A Members. On the Conversion Date, the Class B membership of Declarant in the Association shall terminate and all votes shall thereafter be cast solely by Class A Members.

Approximately one year prior to the Conversion Date, Declarant may, but has no obligation to, appoint two advisory members to the Class B membership of the Association, each of whom is a Class A Member in good standing ("Class B Advisors"). The Class B Advisors may attend meetings, perform duties and assume obligations as appointed to them by the Class B Member in its sole discretion and may serve as a liason with the Class A Members. Class B Advisors shall not be *entitled* to vote as a Class A Member or in the advisory role in which they serve for Class B. Class B Advisors may be *permitted* to vote only if such vote is a) exclusive of its Class A membership, b) recognized and affirmed by the Class B Member in its sole discretion and c) treated for all intent and purposes the same as a vote cast by the Class B Member. Any vote cast by a Class B Advisor not in accordance with these terms and provisions shall be void and of no effect.

4. No Other Changes. Except as expressly modified herein, the Declaration remains unmodified and in full force and effect. All terms used herein with initial capital letters and not otherwise defined shall have the meanings specified in the Declaration.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed on June 18, 2010, and is effective as of and relates back to June 17, 2010, the original recording date of the Third Amendment.

**DECLARANT**

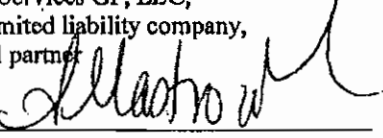
HILLWOOD SARATOGA, L.P.,  
a Texas limited partnership

By: HAR Saratoga GP, LLC,  
a Texas limited liability company,  
its general partner

By: Hillwood Alliance Residential, L.P.,  
a Texas limited partnership,  
its sole member

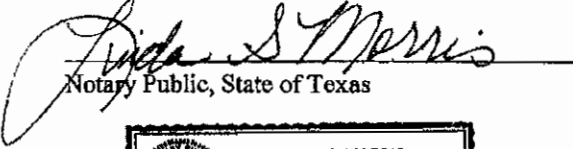
By: Hillwood Operating, L.P.,  
a Texas limited partnership,  
its general partner

By: Hillwood Services GP, LLC,  
a Texas limited liability company,  
its general partner

By:   
Name: Angela Mastrocola  
Title: Senior Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 21st day of June, 2010, by Angela Mastrocola, Senior Vice President of Hillwood Services GP, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as general partner of Hillwood Operating, L.P., a Texas limited partnership, on behalf of said limited partnership in its capacity as general partner of Hillwood Alliance Residential, L.P., a Texas limited partnership, in its capacity as sole member of HAR Saratoga GP, LLC, a Texas limited liability company, in its capacity as general partner of Hillwood Saratoga L.P., a Texas limited partnership, on behalf of said limited partnership.

  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Hillwood  
Three Lincoln Centre  
5430 LBJ Freeway, Suite 800  
Dallas, Texas 75240  
Attn: Amy R. Reed, Esq.



After Recording Return To:

Republic Title of Texas, Inc.  
2626 Howell Street, 10<sup>th</sup> Floor  
Dallas, TX 75204  
04R04049 CR0

Electronically Recorded

Tarrant County Texas

Official Public Records

7/16/2010 2:19 PM

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PGS 4 \$28.00

Suzanne Henderson Chatter ACS

**FOURTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SARATOGA HOMEOWNERS ASSOCIATION, INC.**

**THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SARATOGA HOMEOWNERS ASSOCIATION, INC.** (this "Amendment") is made on this 14<sup>th</sup> day of July, 2010, by **HILLWOOD SARATOGA, L.P.**, a Texas limited partnership (the "Declarant").

**RECITALS:**

**WHEREAS**, Declarant prepared that certain Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc., dated September 30, 2004, and recorded on October 1, 2004, as Document No. D204307766 of the Real Property Records of Tarrant County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated August 19, 2005, and recorded on August 29, 2005, as Document No. D205255116 of the Real Property Records of Tarrant County, Texas, as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated March 26, 2008, and recorded on April 16, 2008, as Document No. D208137826 of the Real Property Records of Tarrant County, Texas, as amended by that First Amendment to the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated June 16, 2010, and recorded on June 17, 2010, as Document No. D210146578 of the Real Property Records of Tarrant County, Texas, as amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated and recorded on June 17, 2010 as Document No. D210146807, as amended by that First Amendment to the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. dated June 18, 2010 and recorded on June 22, 2010 as Document No. D210150394 (the "Third Amendment"), as each may be further amended (collectively, the "Declaration"); and

**WHEREAS**, Article XIII, Section 13.1(i) of the Declaration entitled "Amendment," states Declarant may amend the Declaration, which includes all amendments thereto, in its sole discretion at any time prior to the Conversion Date; and

**WHEREAS**, the Conversion Date has not yet occurred; and

**WHEREAS**, Declarant desires to amend the Declaration as set forth herein.

**NOW THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. Effective Date of Third Amendment. The effective date of the Third Amendment, and all past and future amendments thereto, as set forth on Page 2 of the Third Amendment is hereby changed to October 1, 2004, the original recording date of the Declaration, for all intent and purposes.

2. Quorum. Article II, Section 2.3 (b) is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 2.3. Quorum and Notice Requirements.**

(b) A quorum is required for any action referred to in Section 2.3(a) and, unless otherwise provided, for any action for which a percentage vote at a meeting is required. A quorum shall be determined as set forth in this Section 2.3(b). When a meeting is called for which a percentage vote is required, whether regular or special, the presence at the meeting of Members, or of proxies, entitled to cast at least ten percent (10%) of all of the votes of the Association's Members, without regard to class, shall constitute a quorum.

3. Change of Amount of Assessments. Article III, Section 3.3 (b) is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 3.3. Basis and Amount of Assessments.**

(b) The amount of the annual Assessment shall remain the same until the Board, at its annual meeting or by written consent as set forth in Section 13.2 of the Bylaws, shall set the amount of the annual Assessment for the following year for each Lot taking into consideration the current maintenance costs and the future needs of the Association; provided that, in no event shall the annual Assessment for each Lot subject to being assessed for any year exceed the annual Assessment levied by the Board for each such Lot for the immediately preceding year by more than fifteen (15%) percent except only in the case of unusual or extraordinary costs and expenses to be paid by the Association as determined from time to time by the Board.

4. Architectural Control Committee Authority. The first sentence of Article VII, Section 7.1 (a) entitled "Review Authority" is hereby deleted in its entirety and the following is inserted in lieu thereof:

Declarant shall have the exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within the Property until the Conversion Date. Notwithstanding the foregoing and unless otherwise delegated pursuant to the provisions of this Article VII, Declarant will maintain the aforementioned review and approval authority after the Conversion Date only as to applications and plans of builders owning unimproved Lots until such time as such Lots have been improved with a Dwelling Unit for which a certificate of occupancy has been issued.

5. Architectural Control Committee Information. The first paragraph of Article VII, Section 7.3 entitled "Procedure for Approval" is hereby modified to include the following sentence at the end of such paragraph:

Notwithstanding the foregoing, and subject to anything stated herein to the contrary, Declarant, as Reviewer, owes no duty to any person, Owner, Member, Resident or the Association to provide, keep or make available any information or documentation relating to any application made pursuant to this Article VII and any approvals granted by Declarant, or its designees, shall be granted solely for the benefit of the applicant only

with respect to its application and shall not be construed as an approval for any other person, Owner, Member or Resident planning to perform the same or similar type architectural or other improvements to Property for which an application would be necessary pursuant to this Article VII.

6. Effective Date of Supplemental Declarations. Article X, Section 10.2 is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 10.2.** A Supplemental Declaration shall be effective upon recording of the same in the Real Property Records of the County unless otherwise specified in the Supplemental Declaration or at such other time as Declarant deems necessary and appropriate to assign voting rights in the Association and assessment liability to such additional real property in accordance with the provisions of this Declaration.

7. Notices. Article XIV, Section 14.8 is hereby deleted in its entirety and the following is inserted in lieu thereof:

**Section 14.8.** Any notice required to be given to any Resident, Member, or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when (i) deposited in the United States mail addressed to the Resident, Member, or Owner at the last known address as it appears in the records of the Association at such time of mailing, or (ii) delivered by hand or courier to the last known address as it appears in the records of the Association at such time of delivery, (iii) posted on the Association's bulletin board, if applicable, for at least thirty consecutive calendar days, or (iv) received by email sent to the last known email address in the records of the Association at the time such email.

8. No Other Changes. Except as expressly modified herein, the Declaration remains unmodified and in full force and effect. All terms used herein with initial capital letters and not otherwise defined shall have the meanings specified in the Declaration.

*[Remainder of Page Left Intentionally Blank]*



IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed on the date first above written, and is effective as October 1, 2004, the original recording date of the Declaration.

**DECLARANT**

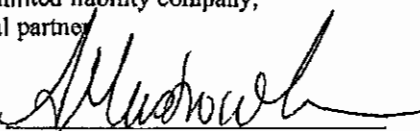
HILLWOOD SARATOGA, L.P.,  
a Texas limited partnership

By: HAR Saratoga GP, LLC,  
a Texas limited liability company,  
its general partner

By: Hillwood Alliance Residential, L.P.,  
a Texas limited partnership,  
its sole member

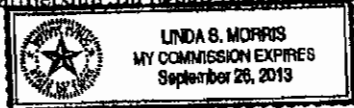
By: Hillwood Operating, L.P.,  
a Texas limited partnership,  
its general partner

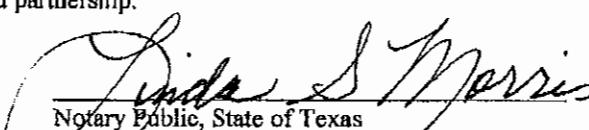
By: Hillwood Services GP, LLC,  
a Texas limited liability company,  
its general partner

By:   
Angela Mastrocola  
Senior Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 14<sup>th</sup> day of July, 2010, by Angela Mastrocola, Senior Vice President of Hillwood Services GP, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as general partner of Hillwood Operating, L.P., a Texas limited partnership, on behalf of said limited partnership in its capacity as general partner of Hillwood Alliance Residential, L.P., a Texas limited partnership, in its capacity as sole member of HAR Saratoga GP, LLC, a Texas limited liability company, in its capacity as general partner of Hillwood Saratoga L.P., a Texas limited partnership, on behalf of said limited partnership.



  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Hillwood  
Three Lincoln Centre  
5430 LBJ Freeway, Suite 800  
Dallas, Texas 75240  
Attn: Amy R. Reed, Esq.

**SUPPLEMENTAL DECLARATION  
SARATOGA, PHASE II  
TO  
SARATOGA HOMEOWNERS ASSOCIATION, INC.**

**THIS SUPPLEMENTAL DECLARATION (this "Supplemental Declaration")** is executed by HILLWOOD SARATOGA, L.P. a Texas limited partnership, a Texas limited partnership, ("Declarant").

**RECITALS:**

**Whereas**, Declarant, Hillwood Saratoga, L.P. is the current "Declarant" under the Declaration of Covenants, Easement and Restrictions, dated September 30, 2004, recorded on October 1, 2004 in Document No. D204307766 of the Real Property Records of Tarrant County, Texas (as amended and supplemented from time to time, the "Declaration".) Hillwood Saratoga, L.P. is the owner of the real property located in Tarrant County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes by this reference (the "Additional Property"). Hillwood Saratoga, L.P., as Declarant and as the owner of the Additional Property, desires to subject the Additional Property to the provisions of the Declaration. All capitalized terms not defined herein shall have the meaning set forth in the Declaration.

**Whereas** the Supplemental declaration set forth has been duly approved in accordance with Article X, Section 10.a of the Declaration;

Declarant desires that the Additional Property become subject to the provisions of the Declaration and that such Additional Property become part of the "Properties" as defined in the Declaration. Accordingly, Declarant adopts, establishes and imposed upon Additional Property all of the covenants, restrictions, easements, liens and charges set forth in the Declaration and declares that the Additional Property is part of the Future Phases of Saratoga and that the Additional Property shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, restrictions, easements, liens and charges of the Declaration.

**EXECUTED to be effective the 28th day of November 2005.**

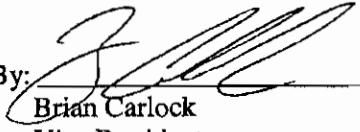
**DECLARANT:**

By: Hillwood Saratoga, L.P.,  
a Texas limited partnership

By: Hillwood Operating L.P.  
a Texas limited partnership, General Partner

FILED  
TARRANT COUNTY TEXAS  
2005 NOV 30 PM 2:17  
BY \_\_\_\_\_  
SUSAN M. HENDERSON  
COUNTY CLERK

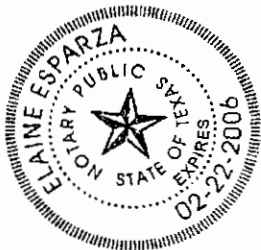
By: Hillwood Development Corporation, LLC  
a Texas corporation, General Partner

By:   
Brian Carlock  
Vice President

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 28<sup>th</sup> day of November 2005, by Brian Carlock, Vice President of Hillwood Development Corporation, a Texas corporation, general partner of Hillwood Operating L.P., a Texas limited partnership, general partner of Hillwood Saratoga, L.P., a Texas limited partnership, on behalf of said limited partnership.



  
Notary Public, State of Texas

Elaine Esparza  
Printed/Typed Name

**EXHIBIT "A" attached (THE ADDITIONAL PROPERTY)**

**EXHIBIT "A"**  
**ADDITIONAL PROPERTY**

**SARATOGA, PHASE II**  
**LEGAL DESCRIPTION**

**STATE OF TEXAS           §**  
                                  **§**  
**COUNTY OF TARRANT   §**

**WHEREAS**, Hillwood Saratoga, L.P., is the sole owner of the following tract of land;

**BEING** a tract of land situated in the G.W. Parker Survey, Abstract Number 1251 and the James G. McDonald Survey, Abstract Number 1106, City of Fort Worth, Tarrant County, Texas, and being a portion of that tract of land described by deed to Hillwood Saratoga, L.P. and recorded in County Clerk's Filing Number D204097118, County Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows;

**BEGINNING** at a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the southwest corner of Phase I, Saratoga, an addition to the City of Fort Worth, and recorded in Cabinet A, Slides 9524 & 9525, Plat Records, Tarrant County, Texas, said point being the north line of that tract of land described by deed to One Prairie Meadows, LTD. and recorded in Volume 14705, Page 520 (Tract I), said County Records;

**THENCE** N89°36'44"W, 1852.23 feet along the common line of the south line of said Hillwood Saratoga, L.P. tract and the north line of said One Prairie Meadows, LTD. (Tract I) to a 1/2 inch iron rod found;

**THENCE** S89°58'08"W, 36.24 feet continuing along said common line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set at the southwest corner of that tract of land described by deed to FW Fort Worth 109, L.P. and recorded in Volume 16822, Page 229, said County Records;

**THENCE** N00°06'45"W, 2918.54 feet along the common line of the west line of said Hillwood Saratoga, L.P. tract and the east line of said FW Fort Worth 109, L.P. tract to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N64°19'09"E, 522.82 feet along the northerly line of said Hillwood Saratoga, L.P. tract to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S44°11'19"E, 955.22 feet continuing along said northerly line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S28°03'21"E, 168.24 feet continuing along said northerly line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N63°01'27"E, 162.14 feet continuing along said northerly line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S36°33'27"E, 197.71 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the northwest corner of Lot 17X, Block 6, Phase I, Saratoga, an addition to the City of Fort Worth, as recorded in Cabinet A, Slides 9524 & 9525, Plat Records, Tarrant County, Texas;

**THENCE** along the west line of said Phase I, Saratoga, the following bearings and distances:

S01°25'36"W, 450.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S15°16'40"E, 259.47 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S00°00'02"E, 60.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found, the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, an arc distance of 64.95 feet, through a central angle of 09°42'43", having a radius of 383.16 feet, the long chord of which bears S85°08'36"W, 64.87 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

**THENCE** S80°17'15"W, 800.32 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the left;

**THENCE** with said curve to the left, an arc distance of 40.33 feet, through a central angle of 24°19'32", having a radius of 95.00 feet, the long chord of which bears S67°59'25"W, 40.03 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S08°37'01"W, 14.08 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S36°38'43"E, 60.21 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the right;

**THENCE** with said curve to the right, an arc distance of 70.51 feet, through a central angle of 26°55'58", having a radius of 150.00 feet, the long chord of which bears S23°10'44"E, 69.86 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set in the westerly line of a 50' Petroleum Pipeline Easement as recorded in Volume 10359, Page 1990, said County Records;

**THENCE** S09°42'45"E, 446.49 feet along said westerly line to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N80°17'15"E, 24.52 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the right;

**THENCE** with said curve to the right, an arc distance of 189.56 feet, through a central angle of  $20^{\circ}29'32''$ , having a radius of 530.00 feet, the long chord of which bears  $S89^{\circ}27'59''E$ , 188.55 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $S79^{\circ}13'13''E$ , 195.61 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the left;

**THENCE** with said curve to the left, an arc distance of 85.25 feet, through a central angle of  $10^{\circ}23'31''$ , having a radius of 470.00 feet, the long chord of which bears  $S84^{\circ}24'58''E$ , 85.13 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $S89^{\circ}36'44''E$ , 261.78 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the left;

**THENCE** with said curve to the left, an arc distance of 203.31 feet, through a central angle of  $30^{\circ}24'05''$ , having a radius of 383.16 feet, the long chord of which bears  $N75^{\circ}11'14''E$ , 200.93 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found in the north right-of-way line of Saratoga Springs Circle as shown in said Phase I, Saratoga;

**THENCE**  $S30^{\circ}00'49''E$ , 60.00 feet along the west line of said Phase I, Saratoga to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

**THENCE**  $S10^{\circ}53'17''E$ , 724.93 feet continuing along said west line to the **POINT OF BEGINNING** and containing 88.281 acres of land, more or less.

That Hillwood Saratoga, L.P. does hereby adopt this plat designating the herein described property as;

Lots 1X & 1-12, Block 9; Lots 1-24, Block 10; Lots 1X, 1-37, Block 11; Lots 1-97, Block 12;  
Lots 1-18, Block 13; Lots 1-18, Block 14; Lots 1X & 1-19, Block 15; Lots 1-20, Block 16;  
Lots 1-20, Block 17; Lots 1X & 1-4, Block 18; Lots 1-19, Block 22; Lots 1-12 & 13X, Block 23

### **SARATOGA**

An addition to the City of Fort Worth, Texas, and does hereby dedicate to the public's use forever the rights-of-way and easements shown hereon.

*RTN TO:*

*HILLWOOD DEVELOPMENT CORP  
5430 LBJ FWY SUITE 200  
DALLAS, TX 75240  
ATTN: BRIAN CARLOCK*

HILLWOOD DEVELOPMENT CORP  
5430 LBJ FWY SUITE 800  
ATTN BRIAN CARLOCK  
DALLAS TX 75240  
Submitter: BRIAN CARLOCK



---

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

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

Filed For Registration: 11/30/2005 02:19 PM  
Instrument #: D205357048  
OPR 6 PGS \$32.00

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



**D205357048**

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

**SUPPLEMENTAL DECLARATION  
SARATOGA, PHASE III  
TO  
SARATOGA HOMEOWNERS ASSOCIATION, INC.**

THIS SUPPLEMENTAL DECLARATION (this "Supplemental Declaration") is executed by HILLWOOD SARATOGA, L.P., a Texas limited partnership, ("Declarant").

**RECITALS:**

Whereas, Declarant, Hillwood Saratoga, L.P. is the current "Declarant" under the Declaration of Covenants, Conditions and Restrictions, dated September 30, 2004, recorded on October 1, 2004 in Document No. D204307766 of the Real Property Records of Tarrant County, Texas (as amended and supplemented from time to time, the "Declaration".) Hillwood Saratoga, L.P. is the owner of the real property located in Tarrant County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes by this reference (the "Additional Property"). Hillwood Saratoga, L.P., as Declarant and as the owner of the Additional Property, desires to subject the Additional Property to the provisions of the Declaration. All capitalized terms not defined herein shall have the meaning set forth in the Declaration.

Whereas the Supplemental declaration set forth has been duly approved in accordance with Article X, Section 10.a of the Declaration;

Declarant desires that the Additional Property become subject to the provisions of the Declaration and that such Additional Property become part of the "Properties" as defined in the Declaration. Accordingly, Declarant adopts, establishes and imposes upon Additional Property all of the covenants, restrictions, easements, liens and charges set forth in the Declaration and declares that the Additional Property is part of the Future Phases of Saratoga and that the Additional Property shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, restrictions, easements, liens and charges of the Declaration.

Remainder of page intentionally left blank.



EXECUTED and acknowledged as of June 7, 2007.

**DECLARANT:**

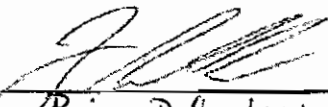
HILLWOOD SARATOGA, L.P.,  
a Texas limited partnership

By: HAR Saratoga GP, LLC,  
a Texas limited liability company,  
its general partner

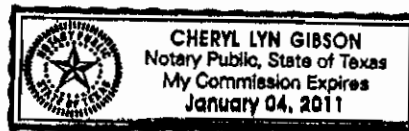
By: Hillwood Alliance Residential, L.P.,  
a Texas limited partnership,  
its sole member

By: Hillwood Operating, L.P.,  
a Texas limited partnership,  
its general partner

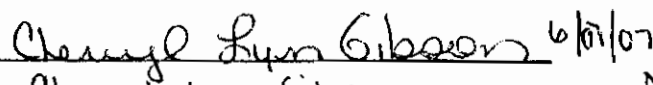
By: Hillwood Development Company, LLC,  
a Texas limited liability company,  
its general partner

By:   
Name: Brian D. Carlock  
Title: Vice President

THE STATE OF TEXAS    §  
                                      §  
COUNTY OF DALLAS    §



This instrument was acknowledged before me on June 7, 2007, by Brian Carlock, Vice President Residential Division of Hillwood Development Company, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as general partner of Hillwood Operating, L.P., a Texas limited partnership, on behalf of said limited partnership in its capacity as general partner of Hillwood Alliance Residential, L.P., a Texas limited partnership, in its capacity as sole member of HAR Saratoga GP, LLC, a Texas limited liability company, in its capacity as general partner of Hillwood Saratoga L.P., a Texas limited partnership, on behalf of said limited partnership.

  
Cheryl Lyn Gibson

Notary Public, State of Texas

## LEGAL DESCRIPTION

**BEING** a tract of land situated in the J. McDonald Survey, Abstract No. 1106 and the G. W. Parker Survey, Abstract No. 1251, City of Fort Worth, Tarrant County, Texas and being a portion of that tract of land as described by deed to Hillwood Saratoga, L.P. and recorded in County Clerk's filing No. D204097118, County Records, Tarrant County, Texas, said tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the northwest corner of Lot 1X, Block 21, Phase I, Saratoga, an addition to the City of Fort Worth as recorded in Cabinet A, Slide No. 9524, Plat Records of Tarrant County, Texas, said point being in the southerly right-of-way line of Champions View Parkway (variable width right-of-way);

**THENCE** along the westerly line and the southerly line of said Lot 1X, Block 21, said Saratoga addition, the following bearings and distances:

S 00°32'05"W, 50.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 58°48'51"E, 46.56 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 89°28'53"E, 78.19 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

**THENCE** S 00°31'07"W, 1219.79 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the right;

**THENCE** 344.32 feet along the arc of said curve to the right through a central angle of 46°58'19", a radius of 420.00 feet and a long chord of S 24°00'16"W, 334.76 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S 47°29'26"W, 239.90 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N 87°30'34"W, 28.28 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N 42°30'34"W, 855.29 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the right;

**THENCE** 256.12 feet along the arc of said curve to the right through a central angle of 10°13'35", a radius of 1435.00 feet and a long chord of N 37°23'46"W, 255.78 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

C&B Job No. 011765.330.1.0452

S#N

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Files\OLK25D\1765\_P3B.DOC

June 11, 2007

Page 1 of 2

EXHIBIT "A" attached (THE ADDITIONAL PROPERTY)

After recording, return to:

Kim Comiskey

Hillwood

Three Lincoln Centre

5430 LBJ Freeway

Suite 800

Dallas, TX 75240

## LEGAL DESCRIPTION

**BEING** a tract of land situated in the J. McDonald Survey, Abstract No. 1106 and the G. W. Parker Survey, Abstract No. 1251, City of Fort Worth, Tarrant County, Texas and being a portion of that tract of land as described by deed to Hillwood Saratoga, L.P. and recorded in County Clerk's filing No. D204097118, County Records, Tarrant County, Texas, said tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the southeast corner of Lot 62, Block 1, Phase I, Saratoga, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 9524, Plat Records of Tarrant County, Texas, said point being in the northerly line of One Prairie Meadows, Ltd. Tract I as recorded in Volume 14705, Page 520, said County Records;

**THENCE** along the easterly line of said Phase I, Saratoga addition, the following bearings and distances:

N 00°23'16"E, 110.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 89°36'44"E, 21.08 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 00°23'16"E, 160.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 89°36'44"E, 300.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 00°23'16"E, 160.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 89°36'44"W, 26.29 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 00°23'16"E, 270.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 89°36'44"W, 31.02 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 00°23'16"E, 110.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

**THENCE** N 32°16'59"W, 64.94 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set in the southerly right-of-way line of Champions View Parkway;

**THENCE** along the southerly right-of-way line of said Champions View Parkway, the following bearings and distances:

N 11°23'47"E, 28.93 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found, the beginning of a non-tangent curve to the left;

512.30 feet along the arc of said curve to the left through a central angle of 23°51'51", a radius of 1230.00 feet and a long chord of N 42°40'42"E, 508.61 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 30°44'47"E, 173.38 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found, the beginning of a curve to the right;

526.05 feet along the arc of said curve to the right, through a central angle of 44°59'08", a radius of 670.00 feet and a long chord of N 53°14'21"E, 512.64 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found, the beginning of a compound curve to the right;

154.21 feet along the arc of said curve to the right through a central angle of 17°40'18", a radius of 500.00 feet and a long chord of N 84°34'04"E, 153.60 feet to the **POINT OF BEGINNING** and containing 28.731 acres of land, more or less.

## LEGAL DESCRIPTION

**BEING** a tract of land situated in the J. McDonald Survey, Abstract No. 1106 and the G. W. Parker Survey, Abstract No. 1251, City of Fort Worth, Tarrant County, Texas and being a portion of that tract of land as described by deed to Hillwood Saratoga, L.P. and recorded in County Clerk's Filing No. D204097118, County Records, Tarrant County, Texas, said tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the southeast corner of Lot 1X, Block 21, Phase I, Saratoga, an addition to the City of Fort Worth as recorded in Cabinet A, Slide No. 9524, Plat Records of Tarrant County, Texas;

**THENCE** S 89°28'53"E, 30.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found in the easterly line of said Hillwood Saratoga, L.P. tract and the westerly line of Phase IV, Section 1, McPherson Ranch, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 10366, said Plat Records;

**THENCE** S 00°31'07"W, 1386.82 feet along the easterly line of said Hillwood Saratoga, L.P. tract and the westerly line of said Phase IV, Section 1, McPherson Ranch addition and Phase I, McPherson Ranch, an addition to the City of Fort Worth as recorded in Cabinet A, Slide No. 8266, said Plat Records to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a non-tangent curve to the right;

**THENCE** 222.91 feet along the arc of said curve to the right through a central angle of 26°36'28", a radius of 480.00 feet and a long chord of S 34°11'12"W, 220.91 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S 47°29'26"W, 239.90 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S 02°29'26"W, 28.28 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N 42°30'34"W, 100.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S 87°30'34"E, 28.28 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** N 47°29'26"E, 239.90 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the left;

**THENCE** 344.32 feet along the arc of said curve to the left through a central angle of 46°58'19", a radius of 420.00 feet and a long chord of N 24°00'16"E, 334.76 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

N 89°36'44"W, 355.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 00°23'16"E, 4.42 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 89°36'44"W, 175.17 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 08°14'19"E, 111.05 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 00°23'16"E, 275.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 10°49'24"W, 229.31 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 24°35'41"W, 109.40 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 55°41'39"E, 75.21 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a non-tangent curve to the left;

**THENCE** 224.08 feet along the arc of said curve to the left through a central angle of 08°12'13", a radius of 1565.00 feet and a long chord of S 38°24'28"E, 223.88 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE** S 42°30'34"E, 988.23 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the right;

**THENCE** 744.93 feet along the arc of said curve to the right through a central angle of 37°36'17", a radius of 1135.00 feet and a long chord of S 23°42'25"E, 731.63 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set in the southerly line of the aforementioned Hillwood Saratoga, L.P. tract and the northerly line of the aforementioned One Prairie Meadows, Ltd. Tract 1;

**THENCE** N 89°36'44"W, 831.46 feet along said common line to the **POINT OF BEGINNING** and containing 14.493 acres of land, more or less.

**THENCE** N 00°31'07"E, 1219.79 feet to the **POINT OF BEGINNING** and containing 1.638 acres of land, more or less.



**SUPPLEMENTAL DECLARATION  
SARATOGA PHASE IV  
TO  
SARATOGA HOMEOWNERS ASSOCIATION, INC.**

**FILED  
TARRANT COUNTY TEXAS  
2008 DEC -8 AM 8: 21  
SUZANNE HENDERSCH  
COUNTY CLERK**

THIS SUPPLEMENTAL DECLARATION (this "Supplemental Declaration") is executed by ~~BY~~  
HILLWOOD SARATOGA, L.P., a Texas limited partnership, ("Declarant").

**RECITALS:**

Whereas, Declarant, Hillwood Saratoga, L.P. is the current "Declarant" under the Declaration of Covenants, Conditions and Restrictions, dated September 30, 2004, recorded on October 1, 2004 in Document No. D204307766 of the Real Property Records of Tarrant County, Texas (as amended and supplemented from time to time, the "Declaration".) Hillwood Saratoga, L.P. is the owner of the real property located in Tarrant County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes by this reference (the "Additional Property"). Hillwood Saratoga, L.P., as Declarant and as the owner of the Additional Property, desires to subject the Additional Property to the provisions of the Declaration. All capitalized terms not defined herein shall have the meaning set forth in the Declaration.

Whereas the Supplemental declaration set forth has been duly approved in accordance with Article X, Section 10.a of the Declaration;

Declarant desires that the Additional Property become subject to the provisions of the Declaration and that such Additional Property become part of the "Properties" as defined in the Declaration. Accordingly, Declarant adopts, establishes and imposes upon Additional Property all of the covenants, restrictions, easements, liens and charges set forth in the Declaration and declares the Additional Property is part of the Future Phases of Saratoga and that the Additional Property shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, restrictions, easements, liens and charges of the Declaration.

Remainder of page intentionally left blank.

EXECUTED and acknowledged as of November 26, 2008.

DECLARANT:

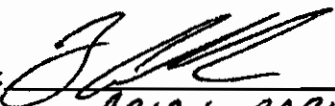
HILLWOOD SARATOGA, L.P.,  
a Texas limited partnership

By: HAR Saratoga GP, LLC,  
a Texas limited liability company,  
its general partner

By: Hillwood Alliance Residential, L.P.,  
a Texas limited partnership,  
its sole member

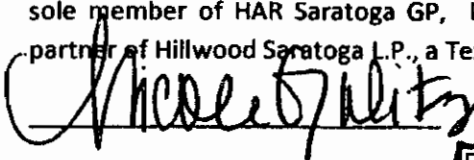
By: Hillwood Operating, L.P.,  
a Texas limited partnership,  
its general partner

By: Hillwood Development Company, LLC,  
a Texas limited liability company,  
its general partner

By:   
Name: BRIAN CARLOCK  
Title: VP

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This instrument was acknowledged before me on November 26, 2008, by Brian Carlock Residential Division of Hillwood Development Company, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as general partner of Hillwood Operating, L.P., a Texas limited partnership, on behalf of said limited partnership in its capacity as general partner of Hillwood Alliance Residential, L.P., a Texas limited partnership, in its capacity as sole member of HAR Saratoga GP, LLC, a Texas limited liability company, in its capacity as general partner of Hillwood Saratoga L.P., a Texas limited partnership, on behalf of said limited partnership.



Notary Public, State of Texas

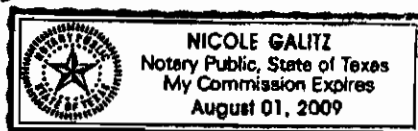


EXHIBIT "A" attached (THE ADDITIONAL PROPERTY)

After recording, return to:

Kim Comiskey  
Hillwood Residential  
Three Lincoln Centre  
5430 LBJ Freeway, Suite 800  
Dallas, Texas 75240

**Legal Description**

**Being** a tract of land situated in the James G. McDonald Survey, Abstract Number 1106, , Tarrant County, Texas, and being a portion of that tract of land conveyed to Hillwood Saratoga, L.P. by deed recorded in County Clerk's Filing Number D204097118, County Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows;

**BEGINNING** at a P.K. Nail found in the approximate center line of Alta Vista Road (a variable width right-of-way) and being the northeast corner of said Hillwood Saratoga, L.P. tract and the southeast corner of that tract of land described to AIL Investment, L.P. by deed recorded in Volume 14513, Page 60, Deed Records, Tarrant County, Texas;

**THENCE** S 00°31'07"W, 682.98 feet with the east line of said Hillwood Saratoga, L.P. tract and the approximate center line of said Alta Vista Road to a P.K. Nail set and being the northeast corner of Saratoga Phase 1, as recorded in Cabinet A, Slide 9524, Plat Records, Tarrant County, Texas;

**THENCE** N 89°28'53"W, 45.00 feet with the north line of said Saratoga Phase 1 to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the northwest corner of Lot 1X, Block 20, said Saratoga Phase 1;

**THENCE** with the west and north lines of said Lot 1X, Block 20 the following bearings and distances;

S 00°31'07"W, 49.99 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 45°31'36"W, 14.14 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

N 89°27'55"W, 103.19 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

S 00°32'05"W, 36.19 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the southwest corner of Lot 1X, Block 20, and being in the north right-of-way of Champions View Parkway (a variable width right-of-way) and the beginning of a non-tangent curve to the left;

**THENCE** with said north right-of-way of Champions View Parkway and the north line of said Saratoga Phase 1 the following bearings and distances;

15.62 feet along the arc of said curve to the left, through a central angle of 01°47'22", having a radius of 500.00 feet, the long chord of which bears S 80°37'31"W, 15.61 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the beginning of a reverse curve to the right;

38.26 feet along the arc of said reverse curve to the right, through a central angle of  $04^{\circ}23'05''$ , having a radius of 500.00 feet, the long chord of which bears  $S\ 81^{\circ}55'24''W$ , 38.25 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the beginning of a reverse curve to the left;

679.97 feet along the arc of said reverse curve to the left, through a central angle of  $53^{\circ}22'09''$ , having a radius of 730.00 feet, the long chord of which bears  $S\ 57^{\circ}25'51''W$ , 655.65 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

$S\ 30^{\circ}44'47''W$ , 173.38 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the beginning of a curve to the right;

484.06 feet along the arc of said curve to the right, through a central angle of  $23^{\circ}42'17''$ , having a radius of 1170.00 feet, the long chord of which bears  $S\ 42^{\circ}35'55''W$ , 480.61 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the east end of the north corner clip at the intersection of said Champions View Parkway and North Beach Street (a variable width right-of-way);

**THENCE**  $N\ 78^{\circ}40'15''W$ , 27.59 feet with said corner clip to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found at the west end of said corner clip and being in the east right-of-way of said North Beach Street;

**THENCE**  $N\ 32^{\circ}16'59''W$ , 30.00 feet with said east right-of-way to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

**THENCE**  $S\ 57^{\circ}43'01''W$ , 65.00 feet departing said east right-of-way to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

**THENCE**  $N\ 32^{\circ}16'59''W$ , 60.28 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" found;

**THENCE**  $S\ 57^{\circ}43'01''W$ , 65.00 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set in the west right-of-way of said North Beach Street;

**THENCE**  $N\ 32^{\circ}16'59''W$ , 245.95 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set at the beginning of a curve to the right;

**THENCE** with said curve to the right, an arc distance of 643.73 feet, through a central angle of  $23^{\circ}34'03''$ , having a radius of 1565.00 feet, the long chord of which bears  $N\ 20^{\circ}29'57''W$ , 639.20 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

**THENCE**  $N\ 08^{\circ}42'56''W$ , 136.44 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set in the north line of said Hillwood Saratoga, L.P. tract and in the south line of said AIL Investment, L.P. tract;

C&B Job No. 011765.400.1.0452

S#Mapsco FW

December 03, 2008

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Page 2 of 3

THENCE N 63°01'27"E, 1523.57 feet with said north line of said Hillwood Saratoga, L.P. tract and in the south line of said AIL Investment, L.P. tract to a 5/8 inch iron rod with cap stamped "Carter & Burgess" set;

THENCE S 89°27'54"E, 388.30 feet with said north line of said Hillwood Saratoga, L.P. tract and in the south line of said AIL Investment, L.P. tract to the **Point of Beginning** and containing 1,566,274 square feet or 35.957 acres of land more or less.

KIM COMISKEY  
HILLWOOD RESIDENTIAL  
5430 LBJ FWY 800  
DALLAS TX 75240

Submitter: KIMBERLY A COMISKEY



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

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

Filed For Registration: 12/08/2008 08:20 AM  
Instrument #: D208447195  
OPR 7 PGS \$36.00

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



**D208447195**

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

Printed by: WD

# **POLICIES, RULES and GUIDELINES**



# **APPLICATION OF PAYMENTS POLICY**

# SARATOGA

## HOMEOWNERS ASSOCIATION, INC.

### Application of Payments Policy

WHEREAS, the Board of Directors (the "Board") of Saratoga Homeowners Association, Inc. (the "Association") desires to establish a Policy for the Application of Payments received from owners which satisfies the new priority of payments schedule created by Section 209.0063 of the Texas Property Code; and

WHEREAS, THE Board adopts the following policy in order to comply with Section 209.0063 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for the Application of Payments is adopted by the Board:

Except as otherwise authorized by law, payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

1. any delinquent assessment;
2. any current assessment;
3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
4. any attorney's fees incurred by the association that are not subject to the preceding subpart;
5. any fines assessed by the Association;
6. any other amounts owed to the Association.

This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy.



IT IS FURTHER RESOLVED that this Application of Payments Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on Oct. 26<sup>th</sup>, 2011, and has not been modified, rescinded, or revoked.

Rod Luft

Name: Rod Luft

Title: President

Date: 10-26-11

# **ALTERNATIVE PAYMENT PLAN POLICY**

# SARATOGA

HOMEOWNERS ASSOCIATION, INC.

## **Alternative Payment Plan Policy**

**WHEREAS**, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Saratoga Homeowners Association, Inc. (the "Association") is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are promulgated for the establishment of an alternate payment schedule, and the same are to be known as the "Alternate Payment Plan Policy" of the Association (hereinafter the "Policy").

1. **Purpose.** The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

2. **Eligibility.** To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:

- a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and
- c) The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

3. **Payment Plan Schedule/Guidelines.** The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:



- a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association or its managing agent.
- b) Term. The term of the payment plan or schedule is 9 mos months with an initial payment of 20 % of the total amount owed and remaining payments in equal installments.
- c) Date of Partial Payments under Plan. The Owner must submit the initial installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installment payments under the payment plan so that the payments are received by the Association no later than the 15<sup>th</sup> day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest at the highest rate permitted by the governing documents on the unpaid balance. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the monthly payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly administration fee.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. All other terms of a Payment Plan are at the discretion of the Board of Directors.

6. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

**IT IS FURTHER RESOLVED** that this Alternate Payment Plan Policy is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 10-26-11, and has not been modified, rescinded or revoked.

Rod Luft

Name: Rod Luft

Title: President

Date: 10-26-11

# **DOCUMENT INSPECTION AND COPYING POLICY**



# SARATOGA

## HOMEOWNERS ASSOCIATION, INC.

### **Document Inspection and Copying Policy**

**WHEREAS**, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Saratoga Homeowners Association, Inc. (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

1. **Purpose.** The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify owners of the costs to be incurred associated with the compilation, production and reproduction of the Association's books and records in response to an owner's request to inspect the Association's records.

2. **Records Defined.** The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code. Pursuant to Section 209.005(d) of the Texas Property Code, an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual owner) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. **Individuals Authorized to Inspect Association's Records.** Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

4. **Requests for Inspection or Copying.** The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:



The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").

If the Association is unable to produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party within 10 business days of the owner's request to inspect (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10<sup>th</sup> business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

7. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that contains recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette--\$ 1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$ 1.00;
- (F) Non-rewritable CD (CD-R)--\$ 1.00;
- (G) Digital video disc (DVD)--\$ 3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$ 2.50;
- (K) Audio cassette--\$ 1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blue-line, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

- (1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- (2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.
- (3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

9. Definitions. The definitions contained in the governing documents are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Document Inspection and Copying Policy is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on Oct. 26<sup>th</sup>, 2011, and has not been modified, rescinded or revoked.

Rod Luft

Name: Rod Luft

Title: President

Date: 10-26-11

# **DOCUMENT RETENTION POLICY**

# SARATOGA

HOMEOWNERS ASSOCIATION, INC.

## Document Retention Policy

**WHEREAS**, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Saratoga Homeowners Association, Inc. (the "Association") is required to adopt a document retention policy for the Association's books and records.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the maintenance and retention of the Association's books, records and related documents, and the same are to be known as the "Document Retention Policy" of the Association.

1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.
2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.
3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.
4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit "A", but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.



This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy.

**IT IS FURTHER RESOLVED** that this Document Retention Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 10-26-2011, and has not been modified, rescinded or revoked.

Rod Luft

Name:

Rod Luft

Title:

President

Date:

10-26-11



## **EXHIBIT A – RECORD RETENTION SCHEDULE**

### **A. GOVERNING DOCUMENTS**

All copies of governing documents including but not Permanently limited to the Declaration of Covenants, Conditions, and Restrictions for Saratoga Homeowners Association, Inc. (the “Declaration”), the Bylaws of Saratoga Homeowners Association, Inc. (the “Bylaws”), the Articles of Incorporation of Saratoga Homeowners Association, Inc. (the “Articles”), Design Guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto	Permanently
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### **B. FINANCIAL RECORDS**

Financial records, including each year’s budget, tax returns, audits of the Association’s financial books and records, copies of all bills paid by the Association or to be paid, the Association’s checkbooks and check registers	7 years
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### **C. RECORDS OF OWNERS’ ACCOUNTS**

Owners’ account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner	5 years
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### **D. CONTRACTS**

Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)	4 years after expiration or termination
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### **E. MEETING MINUTES**

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)	7 years
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# **FLAG DISPLAY GUIDELINES**

# SARATOGA

HOMEOWNERS ASSOCIATION, INC.

## Flag Display Guidelines

**WHEREAS**, the Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

**WHEREAS**, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Saratoga Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain flag displays.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for flag displays.

**A. An owner or resident may display:**

1. the flag of the United States of America;
2. the flag of the State of Texas; or
3. an official or replica flag of any branch of the United States armed forces.

**B. An owner may only display a flag in A. above if such display meets the following criteria:**

1. a flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10;
2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
3. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;



C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:

1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
2. an owner may not install more than one flagpole on the owner's property;
3. any flag displayed must not be greater than 3' x 5' in size;
4. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
5. an owner may not locate a displayed flag or flagpole on property that is:
  - (a) owned or maintained by the Association; or
  - (b) owned in common by the members of the Association.

D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).

E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Flag Display Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 10-26-11, and has not been modified, rescinded or revoked.

Rod Luft

Name:

Rod Luft

Title:

President

Date:

10-26-11

# **RAINWATER COLLECTION DEVICE GUIDELINES**

# SARATOGA

HOMEOWNERS ASSOCIATION, INC.

## Rainwater Collection Device Guidelines

**WHEREAS**, the Texas Legislature passed House Bill 3391 which amends Section 202.007(d) of the Texas Property Code which precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and

**WHEREAS**, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Saratoga Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for rain barrels and rainwater harvesting systems.

- A. An owner may not install a rain barrel or rainwater harvesting system if:
  - 1. such device is to be installed in or on property:
    - (a) owned by the Association;
    - (b) owned in common by the members of the Association; or
    - (c) located between the front of the owner's home and an adjoining or adjacent street; or
  - 2. the barrel or system:
    - (a) is of a color other than a color consistent with the color scheme of the owner's home; or
    - (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
- B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:
  - 1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
  - 2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.



- C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.
- D. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- E. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and this Rainwater Collection Device Policy control.

**IT IS FURTHER RESOLVED** that this Rainwater Collection Device Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 10-26-11, and has not been modified, rescinded or revoked.

Rod Luft  
Name: Rod Luft  
Title: President  
Date: 10-26-11

# **RELIGIOUS DISPLAY GUIDELINES**



# SARATOGA

HOMEOWNERS ASSOCIATION, INC.

## Religious Item Display Guidelines

**WHEREAS**, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

**WHEREAS**, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors of Saratoga Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on the display of religious items.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the display of religious symbols.

- A. An owner or resident may not display or affix a religious item on the entry to the owner or resident's dwelling which:
  - 1. threatens the public health or safety;
  - 2. violates a law;
  - 3. contains language, graphics, or any display that is patently offensive to a passerby;
  - 4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
  - 5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches;
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between Section 202.018(b) of the Texas Property Code and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, Section 202.018(b) and this Religious Item Display Policy controls.



**IT IS FURTHER RESOLVED** that this Religious Item Display Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 10-26-11, and has not been modified, rescinded or revoked.

Rod Luft

Name: Rod Luft

Title: President

Date: 10-26-11

# **ROOFING MATERIAL GUIDELINES**

# SARATOGA

HOMEOWNERS ASSOCIATION, INC.

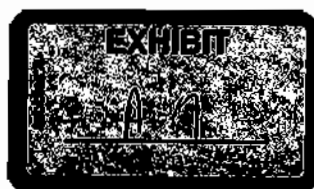
## **Roofing Materials Guidelines**

**WHEREAS**, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials; and

**WHEREAS**, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Saratoga Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain roofing materials.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for certain roofing materials.

- A. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:
  - 1. are designed to:
    - (a) be wind and hail resistant;
    - (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles;
    - (c) provide solar generation capabilities; and
  - 2. when installed:
    - (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - (b) are more durable than and are of equal or superior quality to the shingles described by subsection (a) above; and
    - (c) match the aesthetics of the property surrounding the owner's property.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.



**IT IS FURTHER RESOLVED** that this Roofing Materials Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 10-26-11, and has not been modified, rescinded or revoked.

Rod Luft

Name: Rod Luft

Title: President

Date: 10-26-11

# **SOLAR ENERGY DEVICE GUIDELINES**

# SARATOGA

HOMEOWNERS ASSOCIATION, INC.

## Solar Energy Device Guidelines

**WHEREAS**, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.010 which precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and

**WHEREAS**, pursuant to Section 202.010 of the Texas Property Code, the Board of Directors of Saratoga Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on solar energy devices.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.010 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.

A. An owner may not install a solar energy device that:

1. as adjudicated by a court:
  - a. threatens the public health or safety; or
  - b. violates a law;
2. is located on property owned or maintained by the Association;
3. is located on property owned in common by the members of the Association;
4. is located in an area on the owner's property other than:
  - a. on the roof of the home or of another structure allowed under a dedicatory instrument; or
  - b. in a fenced yard or patio owned and maintained by the owner;
5. if mounted on the roof of the home:
  - a. extends higher than or beyond the roofline;
  - b. is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;



- c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
  - d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
- 6. if located in a fenced yard or patio, is taller than the fence line;
  - 7. as installed, voids material warranties; or
  - 8. was installed without prior approval by the Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Solar Energy Device Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 10-26-11, and has not been modified, rescinded or revoked.

Rod Luft

Name: Rod Luft

Title: President

Date: 10-26-11



# **POOL RULES**

# SARATOGA

## HOMEOWNERS ASSOCIATION, INC.

1. Residents only with maximum **four (4)** guests per Household.
2. Children 16 and under must be accompanied by an adult (18 or older).
3. Children 5 and under must have direct adult supervision when in the main or kiddie pool.
4. Be safe, do not swim alone.
5. Swimsuits only, No cut-offs, shorts, etc. in the pool.
6. **No diapers in pools.** Non-potty trained children must wear waterproof pants when in the pools.
7. No person with open abrasions or sores, skin disease, nasal or ear discharge or a communicable disease may swim.
8. No pets, rollerblades, skateboards or bicycles, etc. inside fenced pool area.
9. Glass containers are prohibited in pool area.
10. **No Alcohol or Smoking permitted in pool area.**
11. Running in pool area is prohibited.
12. Diving, including running dives is prohibited.
13. Large flotation devices prohibited other than life saving devices or small flotation devices (limited to one per person) are not permitted in pools.
14. Everyone needs to be responsible for keeping the area clean.
15. Radios are to be maintained at a volume not offensive to others.
16. Disorderly or offensive behavior will not be tolerated.
17. Homeowners are responsible for actions and damages of their family and guests.

**THE SARATOGA HOMEOWNERS ASSOCIATION ASSUMES NO RESPONSIBILITY FOR THE LOSS, THEFT OR DAMAGE TO PERSONAL PROPERTY OR EFFECTS LEFT IN THE POOL AREA OR FOR ANY PERSONAL INJURY TO ANYONE RESULTING FROM USE OF THE POOL AREA.**

**FAILURE TO COMPLY WITH POOL RULES MAY RESULT IN THE REVOCATION OF POOL PRIVILEGES.**

**IN THE CASE OF AN EMERGENCY – CALL 911**

**RULES EFFECTIVE: MAY 15, 2010**

**AUTHORIZED BY: Saratoga Homeowners Association Board of Directors**

***Only Saratoga residents in good standing with the Homeowners Association will be permitted access to the facilities.***

**WARNING – NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK**

**Please note a charge of \$20.00 will be assessed for any replacement pass card(s) damaged, lost, stolen, or missing.**



# SARATOGA HOMEOWNERS ASSOCIATION, INC.

## **VIOLATION OF POOL RULES MAY RESULT IN DISCONTINUED POOL PRIVILEGES**

*I hereby agree that I have read and understand the Saratoga Pool Rules and release the Saratoga Community, the Saratoga Homeowners Association and any Builder operating within the confines of the Saratoga Community from any responsibility of liability regarding the use of the Amenities area and all its amenities at the Saratoga Community. All of the before named may not be held liable for any person claiming any loss or damages including, without limitation, indirect, special, or consequential loss or damage arising from personal injury or death, destruction of property, trespass, loss of enjoying or any wrong entitlement to remedy based upon, due to the arising from, or otherwise relating to the design, construction, maintenance, or use amenity associated with the Saratoga Community or Saratoga Homeowners Association, including without limitation any arising in whole or in part from the negligence of the Saratoga Community, the Saratoga Homeowners Association and any Builders. The undersigned also accepts responsibility for the care of the amenities, (pool, baby pool, pool safety equipment, etc.) while using the amenities and agrees to pay for any damages incurred by my family and or guests during this time. I agree that when entering the pool facility, for security reasons, I will not allow others to enter behind my party without swiping their own personal access card.*

(Please Print)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Card Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If you are renting/leasing your home, please provide the name of the residence owner:

\_\_\_\_\_

Please list all members of your household below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Original Pool Agreement shall be mailed to: (fax copies will not be accepted)

**CMA, 1500 N. Norwood Drive, Building C, Suite 300, Hurst TX 76054**

Electronically Recorded

Tarrant County Texas

Official Public Records

12/19/2011 10:49 AM

D211304427

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
SARATOGA**

Mary Louise Garcia

Submitter: ACS

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

**KNOW ALL MEN BY THESE PRESENTS:**

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SARATOGA** (this "Notice") is made this 7<sup>th</sup> day of November, 2011, by Saratoga Homeowners Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Hillwood Saratoga, L.P., a Texas limited partnership ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions for Saratoga Homeowners Association, Inc." on or about October 10, 2004, as Instrument No. D204307766 of the Real Property Records of Tarrant County, Texas, as supplemented and amended from time to time (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the property covered by the Declaration, which property is more particularly described in the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the property is located; and

**WHEREAS**, the Association desires to record the attached dedicatory instruments in the Real Property Records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as *Exhibit "A"* are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

**SARATOGA HOMEOWNERS' ASSOCIATION, INC.**  
A Texas non-profit corporation

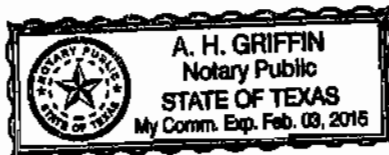
By: Rod Luft  
Its: President

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Rod Luft, President of Saratoga HOA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 7th day of November 2011.



A. H. Griffin  
Notary Public, State of Texas

My Commission Expires: 2/3/15

## **EXHIBIT "A"**

- A-1 Application of Payments Policy
- A-2 Alternative Payment Plan Policy
- A-3 Document Inspection and Copying Policy
- A-4 Document Retention Policy
- A-5 Religious Item Display Guidelines
- A-6 Solar Energy Device Guidelines
- A-7 Roofing Materials Guidelines
- A-8 Rainwater Collection Device Guidelines
- A-9 Flag Display Guidelines
- A-10 Pool Rules

# EMAIL REGISTRATION POLICY

Electronically Recorded

Tarrant County Texas

Official Public Records

3/1/2012 8:22 AM

D212050355

*Mary Louise Garcia*

FIRST SUPPLEMENT

\$32.00

Mary Louise Garcia

TO

Submitter: ACS

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
SARATOGA**

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

**THIS FIRST SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SARATOGA** (this "First Supplement") is made this 31<sup>st</sup> day of January, 2012, by Saratoga Homeowners Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Hillwood Saratoga, L.P., a Texas limited partnership ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions for Saratoga Homeowners Association, Inc." on or about October 10, 2004, as Instrument No. D204307766 of the Real Property Records of Tarrant County, Texas, as supplemented and amended from time to time (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the property covered by the Declaration, which property is more particularly described in the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the property is located; and

**WHEREAS**, on or about December 19, 2011, the Association filed a Notice of Filing of Dedicatory Instruments in the Real Property Records of Tarrant County, Texas as Document No. D211304427 (the "Notice"); and

**WHEREAS**, the Association desires to supplement the Notice by recording the attached dedicatory instrument in the Real Property Records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instrument attached hereto as *Exhibit "A"* is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this First Supplement to be executed by its duly authorized agent as of the date first above written.



Saratoga Homeowners Association, Inc.,  
A Texas non-profit corporation

By: MATTHEW SINNELL

Its: Secretary

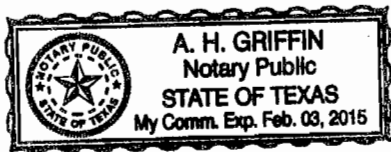
**ACKNOWLEDGMENT**

STATE OF TEXAS §  
COUNTY OF Permit §

BEFORE ME, the undersigned authority, on this day personally appeared Matthew Sinnell Secretary of Saratoga HOA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 31<sup>ST</sup> day of January, 2012

A. H. Griffin  
Notary Public, State of Texas



My Commission Expires: 2/3/15

***Exhibit “A”***

Email Registration Policy

# SARATOGA

HOMEOWNERS ASSOCIATION, INC.

## EMAIL REGISTRATION POLICY

**WHEREAS**, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Saratoga Homeowners Association, Inc. (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

**WHEREAS**, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

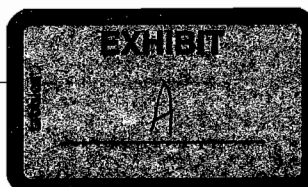
**NOW, THEREFORE, IT IS RESOLVED**, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to facilitate proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive email notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. In order to register his/her email address, the owner must access the website for the Association's management company, RTI/Community Management Associates, Inc., which is located at [www.cmamanagement.com](http://www.cmamanagement.com), and properly fill out the registration form on that website. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. *Correspondence to the Association and/or its property manager from an email address or by any method other than the above-designated website is not sufficient to register such email address with the Association.*

3. Failure to Register. In the event an owner fails to register and/or maintain an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. The Association has no obligation to actively seek out a current e-mail address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.

4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.



**IT IS FURTHER RESOLVED** that this Email Registration Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on Jan. 31, 2012, and has not been modified, rescinded or revoked.

DATE: 1-31-12

  
Secretary

**THIRD SUPPLEMENT  
TO  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
SARATOGA  
[Design Guidelines Governing Tree Maintenance]**

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

**THIS THIRD SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SARATOGA** (this "Third Supplement") is made this 15<sup>th</sup> day of August, 2016, by Saratoga Homeowners Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Hillwood Saratoga, L.P., a Texas limited partnership ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions for Saratoga Homeowners Association, Inc." on or about October 10, 2004, as Instrument No. D204307766 of the Real Property Records of Tarrant County, Texas, as supplemented and amended from time to time (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the property covered by the Declaration, which property is more particularly described in the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the property is located; and

**WHEREAS**, on or about December 19, 2011, the Association filed a Notice of Filing of Dedicatory Instruments in the Real Property Records of Tarrant County, Texas as Document No. D211304427 (the "Notice"); and

**WHEREAS**, on or about March 1, 2012, the Association filed a First Supplement to Notice of Filing of Dedicatory Instruments in the Real Property Records of Tarrant County, Texas, as Document No. D212050355 (the "First Supplement"); and

**WHEREAS**, on or about April 2, 2014, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments in the Real Property Records of Tarrant County, Texas, as Document No. D214065283 (the "Second Supplement"); and

**WHEREAS**, the Association desires to record the dedicatory instrument attached hereto as **Exhibit "1"** in the Real Property Records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instrument attached hereto as **Exhibit "1"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Third Supplement to be executed by its duly authorized agent as of the date first above written.

**SARATOGA HOMEOWNERS  
ASSOCIATION, INC.,  
a Texas non-profit corporation**

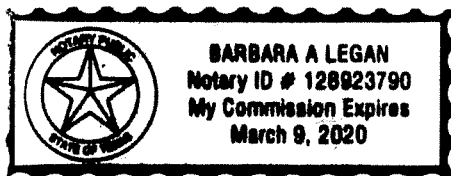
By: *Ruth Ray*  
Title: *Secretary*

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

**BEFORE ME**, the undersigned authority, on this day personally appeared *Ruth Ray*, *Secretary* of Saratoga Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

**SUBSCRIBED AND SWORN TO BEFORE ME** on this *15th* day of August, 2016.



*Barbara A. Legan*  
Notary Public, State of Texas  
*March 9, 2020*  
My Commission Expires

**Exhibit “1”**

Design Guidelines Governing Tree Maintenance

**SARATOGA HOMEOWNERS ASSOCIATION, INC.**

**DESIGN GUIDELINES**  
**GOVERNING TREE MAINTENANCE**

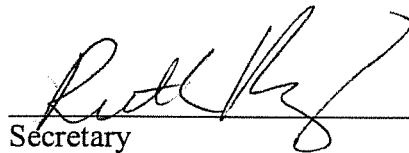
Pursuant to Article V, Section 5.10 of the Declaration of Covenants, Conditions and Restrictions for Saratoga Homeowners Association, Inc. (the "Declaration"), Saratoga Homeowners Association, Inc. (the "Association") may publish criteria and guidelines to guide Owners in the construction, alteration and maintenance of improvements on their Lots (the "Design Guidelines").

Pursuant to this authority, the Board of Directors of the Association hereby adopts and publishes the following Design Guidelines Governing Tree Maintenance.

1. All trees planted on an Owner's Lot must be trimmed or pruned so as to provide a seven (7) foot clearance over all pedestrian walkways and sidewalks.
2. Owners may not permit any tree on the Owner's Lot to grow in a manner that blocks or obstructs any sidewalks, street signs, or street lights within the Saratoga community.

This is to certify that the foregoing Design Guidelines Governing Tree Maintenance was adopted by the Board of Directors of Saratoga Homeowners Association, Inc. on August 15, 2016, and has not been modified, rescinded or revoked.

DATE: August 15, 2016

  
Secretary



*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
SARATOGA  
(2021 Legislative Policies)**

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

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR  
SARATOGA** (this "Notice") is made this 18<sup>th</sup> day of February, 2022, by Saratoga  
Homeowners Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, the Association is the property owners' association created to manage or  
regulate the planned unit development subject to the Declaration of Covenants, Conditions and  
Restrictions for Saratoga Homeowners Association, Inc., recorded on or about October 1, 2004, as  
Document No. D204307766 of the Real Property Records of Tarrant County, Texas (the  
"Declaration"); and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners'  
association must file each dedicatory instrument governing the association that has not been  
previously recorded in the real property records of the county in which the development is located;  
and

**WHEREAS**, the Association desires to record the dedicatory instruments attached hereto  
as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as **Exhibit "A"** are a  
true and correct copies of the originals and are hereby filed of record in the Real Property Records  
of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas  
Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice to be executed by its  
duly authorized agent as of the date first above written.

**Saratoga Homeowners Association, Inc.,  
A Texas non-profit corporation**

By: *Jana Marshall*  
Name: *Jana Marshall*  
Title: *Secretary*

ACKNOWLEDGEMENT

STATE OF TEXAS

§

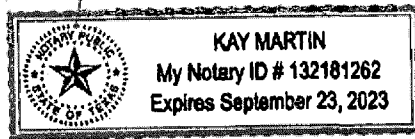
§

COUNTY OF TARRANT

§

BEFORE ME, the undersigned authority, on this day personally appeared Jana Marshall, Secretary of Saratoga Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 18<sup>th</sup> day of February, 2022.



Kay Martin  
Notary Public, State of Texas

My Commission Expires: Sept. 23, 2023

**EXHIBIT "A"**

- A-1 Amended Religious Item Display Guidelines
- A-2 Security Measures Guidelines
- A-3 Swimming Pool Enclosure Guidelines
- A-4 Architectural Review Authority Procedures
- A-5 Violation Hearing Procedures
- A-6 Policy Regarding Solicitation of Bids

**SARATOGA HOMEOWNERS ASSOCIATION, INC.**

**AMENDED RELIGIOUS ITEM DISPLAY GUIDELINES**

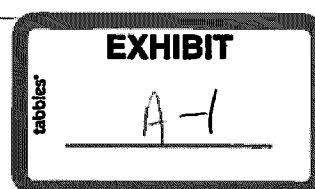
**WHEREAS**, Section 202.018 of the Texas Property Code precludes associations from adopting or enforcing a provision in a dedicatory instrument which prohibits an owner or resident from displaying or affixing on the owner's or resident's property or dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

**WHEREAS**, pursuant to Section 202.018(b) of the Texas Property Code, Saratoga Homeowners Association, Inc. (the "Association") is permitted to adopt and enforce certain limitations on the display of religious items; and

**WHEREAS**, the Association may have previously adopted Religious Item Display Guidelines (the "Original Guidelines"); and

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with recent changes to Section 202.018 of the Texas Property Code, the Association desires to replace any Original Guidelines with the following guidelines to govern the display of religious symbols (the "Amended Guidelines").

- A. An owner or resident may not display or affix a religious item on the owner or resident's property or dwelling which:
  1. threatens the public health or safety;
  2. violates a law other than a law prohibiting the display of religious speech;
  3. contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
  4. is installed on property:
    - (a) owned or maintained by the Association; or
    - (b) owned in common by members of the Association;
  5. violates any applicable building line, right-of-way, setback, or easement; or
  6. is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between Section 202.018 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.018(b) and these Amended Guidelines control.



**IT IS FURTHER RESOLVED** that these Amended Religious Item Display Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on February 8, 2022, and have not been modified, rescinded or revoked.

DATE: 2-8-2022

Jamal Marshall  
Secretary

**SARATOGA HOMEOWNERS ASSOCIATION, INC.****SECURITY MEASURES GUIDELINES**

**WHEREAS**, Section 202.023 of the Texas Property Code precludes associations from adopting or enforcing a restrictive covenant that prevents an owner from building or installing security measures, including but not limited to a security camera, motion detector, or perimeter fence; and

**WHEREAS**, Section 202.023 of the Texas Property Code further provides that it does not prohibit an association from (1) prohibiting the installation of a security camera by an owner in a place other than the owner's private property; or (2) regulating the type of fencing that an owner may install.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.023 of the Texas Property Code, the Board of Directors of Saratoga Homeowners Association, Inc. (the "Association") desires to adopt the following guidelines to govern the building or installing of security measures (the "Guidelines").

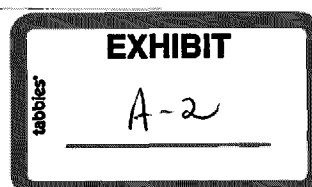
1. An owner may not install a security camera in any location other than the owner's own property.
2. Any and all perimeter fencing must comply with all covenants, conditions, restrictions and requirements contained in the Association's dedicatory instruments, including, but not limited to restrictions related to size, height, color, and material.
3. Owners must submit plans to and obtain the prior approval of the Association's architectural review authority where applicable before constructing or installing any perimeter fence.
4. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
5. In the event of any conflict between Section 202.023 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.023 and these Guidelines control.

**IT IS FURTHER RESOLVED** that these Security Measures Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on February 8, 2022, and have not been modified, rescinded or revoked.

DATE: 2-8-2022

James V. Marshall  
Secretary



**SARATOGA HOMEOWNERS ASSOCIATION, INC.****SWIMMING POOL ENCLOSURE GUIDELINES**

**WHEREAS**, Section 202.022 of the Texas Property Code precludes associations from adopting or enforcing a provision in a dedicatory instrument that prohibits or restricts an owner from installing on the owner's property a swimming pool enclosure, as that term is defined in the statute, that conforms to applicable state or local safety requirements and that is black in color and consists of transparent mesh set in metal frames; and

**WHEREAS**, pursuant to Section 202.022(2) of the Texas Property Code, Saratoga Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations relating to the appearance of swimming pool enclosures; and

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.022 of the Texas Property Code, the Association desires to adopt the following guidelines to govern swimming pool enclosures (the "Guidelines").

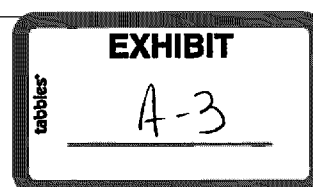
1. An owner may install a swimming pool enclosure that complies with all state and/or local safety requirements if the swimming pool enclosure is (i) black in color, and (ii) consists of transparent mesh set in metal frames.
2. All other proposed swimming pool enclosures must comply with all restrictions, covenants, and requirements contained in the Association's dedicatory instruments including, but not limited to, limitations establishing permissible colors, size, height and material.
3. Owners must submit plans to and obtain the prior approval of the Association's architectural review authority where applicable before constructing or installing any swimming pool enclosure.
4. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
5. In the event of any conflict between Section 202.022 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.022 and these Guidelines control.

**IT IS FURTHER RESOLVED** that these Swimming Pool Enclosure Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on February 8, 2022, and have not been modified, rescinded or revoked.

DATE: 2-8-2022

*James D. Marshall*  
Secretary



**SARATOGA HOMEOWNERS ASSOCIATION, INC.****ARCHITECTURAL REVIEW AUTHORITY PROCEDURES**

**WHEREAS**, Section 209.00505 of the Texas Property Code establishes certain requirements for an association's architectural review authority and the procedures used by the architectural review authority; and

**WHEREAS**, in order to comply with Section 209.00505 of the Texas Property Code, Saratoga Homeowners Association, Inc. (the "Association") desires to adopt procedures regarding the Association's architectural review authority.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 209.00505 of the Texas Property Code, the Association hereby adopts the following policies and procedures regarding the architectural review authority.

1. "Architectural review authority" means the governing authority for the review (sometimes referred to, among other things, as an architectural review committee or architectural control committee) and approval of improvements within the Association.

2. These Architectural Review Authority Procedures do not apply during a development period or during any period in which the Declarant:

(a) appoints at least a majority of the members of the architectural review authority or otherwise controls the appointment of the architectural review authority; or

(b) has the right to veto or modify a decision of the architectural review authority.

3. A person may not be appointed or elected to serve on the Association's architectural review authority if the person is:

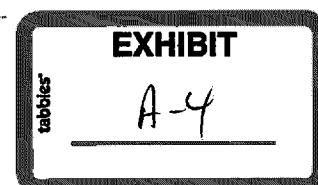
(a) a current board member;

(b) a current board member's spouse; or

(c) a person residing in a current board member's household.

4. A decision by the Association's architectural review authority denying an application or request by an owner for the construction of improvements in the Association may be appealed to the Board. A written notice of the denial must be provided to the owner by certified mail, hand delivery, or electronic delivery (the "Denial Notice"). The Denial Notice must:

(1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and





(2) inform the owner that the owner may request a hearing under Subsection (e) on or before the 30th day after the date the Denial Notice was mailed to the owner.

5. The Board shall hold a hearing under this section not later than the 30<sup>th</sup> day after the date the Board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10<sup>th</sup> day before the date of the hearing. Only one hearing is required under this subsection.

6. During a hearing, the Board or the designated representative of the Association and the owner or the owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's application or request for the construction of improvements, and the changes, if any, requested by the architectural review authority in the Denial Notice.

7. The Board or the owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

8. The Association or the owner may make an audio recording of the meeting.

9. The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Association's dedicatory instruments.

10. In the event of any conflict between 209.00505 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, 209.00505 of the Texas Property Code and these procedures control.

**IT IS FURTHER RESOLVED** that these Architectural Review Authority Procedures are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing procedures were adopted by the Board of Directors at a meeting of same on February 6, 2022, and have not been modified, rescinded or revoked.

DATE: 2-8-2022

James L. Marshall  
Secretary

**SARATOGA HOMEOWNERS ASSOCIATION, INC.****VIOLATION HEARING PROCEDURES**

**WHEREAS**, Section 209.007 of the Texas Property Code establishes certain requirements for hearings before an association's board of directors involving violations of the association's dedicatory instruments; and

**WHEREAS**, in order to comply with Section 209.007 of the Texas Property Code, the Saratoga Homeowners Association, Inc. (the "Association") desires to adopt procedures regarding violation hearings.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with changes to Section 209.007 of the Texas Property Code, the Association hereby adopts the following policies and procedures regarding Section 209.007 hearings before the board of directors regarding violations.

1. Pursuant to Section 209.007(d) of the Texas Property Code, the notice and hearing provisions of Sections 209.006 and 209.007 of the Texas Property Code do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. Additionally, the notice and hearing provisions of Sections 209.006 and 209.007 do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

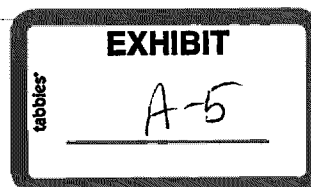
2. Except as provided by Section 209.007(d), and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

3. Not later than 10 days before the Association holds a hearing under this section, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing.

4. If the Association does not provide a packet within the period described by Paragraph (2) above, the owner is entitled to an automatic 15-day postponement of the hearing.

5. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

6. In the event of any conflict between Section 209.007 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 209.007 and these procedures control.



**IT IS FURTHER RESOLVED** that these Violation Hearing Procedures are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing procedures were adopted by the Board of Directors at a meeting of same on February 8, 2022, and have not been modified, rescinded or revoked.

DATE: 2-8-2022

Jane Marshall  
Secretary

**SARATOGA HOMEOWNERS ASSOCIATION, INC.****POLICY REGARDING SOLICITATION OF BIDS**

**WHEREAS**, pursuant to Section 209.0052(c) of the Texas Property Code, an association that proposes to contract for services that will cost more than \$50,000 shall solicit bids or proposals using a bid process established by the association; and

**WHEREAS**, the Board of Directors of Saratoga Homeowners Association, Inc. (the "Association") is required to adopt a bid process for such contracts.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 209.0052(c) of the Texas Property Code, the Association hereby adopts the following policy to govern the solicitation of bids and proposals for service contracts over \$50,000, and the same is to be known as the Association's Policy Regarding Solicitation of Bids.

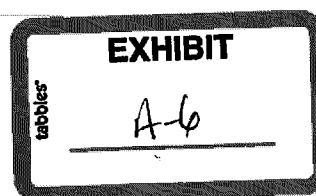
1. Except in the event of a need for work in the event of an emergency (as defined below), prior to entering into any contract for services that will cost more than \$50,000.00, the Board of Directors shall solicit bids from at least three (3) separate vendors/providers, if reasonably available. In the case of an emergency, the Board may enter into a contract for services without soliciting or obtaining multiple bids so long as the terms of the contract appear fair and reasonable to the Association in the Board's sole and absolute discretion.

2. The Board is excused from soliciting and/or obtaining at least three (3) bids in the event of an emergency or certain exigent circumstances, including the following:

- a. An emergency exists such that there is insufficient time to solicit and obtain multiple bids.
- b. The Association was not able to locate at least three (3) vendors/providers to provide the services.
- c. The Association solicited bids from at least three (3) vendors/providers, but not all vendors/providers responded to the request for a bid.

3. An emergency, as used in this policy, shall be defined as, but not be limited to, an unexpected occurrence, condition, or circumstance that requires immediate action in order to address the risk of harm to individuals and/or property damage, or to satisfy any local, state, federal or other governmental order. In addition, other unforeseen circumstances may be deemed by the Board to constitute an emergency as determined by the Board in its sole and absolute discretion.

4. Any and all decisions to award a service contract to a particular vendor or provider must be a sound business decision based upon what is in the best interest of the Association at the time. Nothing in this Policy Regarding Solicitation of Bids shall require the Board to award a service contract to the lowest bidder.



5. The Board may delegate the solicitation of bids procedures under this policy to the Association's management company as defined by Section 209.002 of the Texas Property Code.

6. In the event of any conflict between Section 209.0052(c) of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 209.0052(c) and this policy control.

**IT IS FURTHER RESOLVED** that this Policy Regarding Solicitation of Bids is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing policy was adopted by the Board of Directors at a meeting of same on February 8, 2022, and has not been modified, rescinded or revoked.

DATE: 2-8-2022

James McConnell  
Secretary