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Declaration of Covenants, Conditions & Restrictions

Quail Creek

McLendon-Chisholm, Rockwall County, Texas

Amended & Approved by Homeowners on October 9, 2022

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR QUAIL CREEK

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF ROCKWALL)

This Declaration of Covenants, Conditions, and Restrictions for Quail Creek Phase I ("Phase I"), Quail Creek Phase II ("Phase II"), *and Quail Creek Phase III (Phase III)* (Phase I, Phase II, *and Phase III* are referred to herein collectively as the "Quail Creek Subdivision"), City of McLendon-Chisholm, Rockwall County, Texas, is made on this 9th day of October, 2022, by QCHOA, Inc., a Texas non-profit corporation, through the affirmative vote of not less than sixty-seven percent of the Owners of Lots.

WITNESSETH:

WHEREAS, Declarant (defined herein) is the Owner of certain real property in the City of McLendon-Chisholm, Rockwall County, State of Texas and more particularly described on the attached Exhibits attached hereto and made a part hereof (the Property).

WHEREAS, Declarant has previously filed in the public records of Rockwall County, Texas Declaration of Covenants covering Phase I of Quail Creek Subdivision, recorded in Book 782, Page 63 of said records, and covering Phase II of Quail Creek Subdivision, recorded in Book 1669, Page 096;

WHEREAS, Declarant & the Board of Directors of the Quail Creek Homeowners Association has previously filed amended Declaration of Covenants in the public records of Rockwall County, Texas, on November 12, 2003 recorded in Book 3290, Page 116 of said records, (the "**First Purported Amendment**");

WHEREAS, QCHOA, Inc. filed that certain Amendment to the Declaration of Covenants and Restrictions of Quail Creek on November 15, 2005, recorded in Volume 4298, Page 36 of the real property records of Rockwall County, Texas purporting to amend the First Purported Amendment (the "**Second Purported Amendment**");

WHEREAS, Quail Creek Cattle & Land, Inc., as declarant thereunder, and Quail Creek Homeowners' Association, Inc. filed that certain Declaration of Covenants, Conditions and Restrictions for Quail Creek on December 31, 2009, recorded as Document no. 2009-00427472 in the real property records of Rockwall County, Texas, and purporting to amend the First Purported Amendment (the "**Third Purported Amendment**") (collectively, the Phase I Declaration, the Phase II Declaration, the First Purported Amendment, the Second Purported Amendment and the Third Purported Amendment were

referred to therein as the "**Previous Declarations**");

WHEREAS, QCHOA, Inc. filed that certain Declaration of Covenants, Conditions and Restrictions for Quail Creek on May 29, 2015, recorded as Document no. 2015-0000007652 in the real property records of Rockwall County, Texas, and purporting to amend and supersede the Previous Declarations in their entirety (the **"Fourth Purported Amendment")** (collectively, the Phase I Declaration, the Phase II Declaration, the First Purported Amendment, the Second Purported Amendment, the Third Purported Amendment, and the Fourth Purported Amendment are referred to herein as the "**Previous Declarations**");

WHEREAS, QCHOA, Inc., a Texas nonprofit corporation, was formed January 1, 2004, and is the Homeowners' Association, **heretofore knows as the "Association,"** referenced in previous Declarations and to which all Owners of Lots in the Quail Creek Subdivision are required to pay annual membership dues;

WHEREAS, Section 209.0041 of the Texas Property Code provides in pertinent part that a declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners in the property owners' association and that if the declaration contains a lower percentage, such lower percentage controls; and, as certified below, this Amended Declaration has been approved by at least sixty-seven percent (67%) of the total votes allocated to property owners in the Association, and no government approval is necessary;

WHEREAS, said Declaration allows for the amendment of said Declaration of Covenants, and

WHEREAS, the Association and the undersigned owners of Lots within the Quail Creek Subdivision desire to amend and supersede the Previous Declarations in their entirety as set forth herein;

NOW, THEREFORE, the Board of Directors of QCHOA, Inc. hereby declares that all of the Property described in each and all exhibits shall be held, sold and conveyed subject to the following easements restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the above described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the Homeowners Association and each Owner (defined herein) thereof.

ARTICLE I
DEFINITIONS

1.1 ASSOCIATION. "Association" shall mean and refer to the "Homeowners Association" formally QCHOA, INC., a Texas non-profit corporation established for the purposes set forth herein, its successors and assigns.

1.2 COMMON AREAS. "Common Areas" shall mean any area within the Quail Creek Subdivision designated for common use as depicted on the Plats, and any other property conveyed to the Association for common use, including but not limited to, landscaped parkways and median areas at FM 1139 in McLendon-Chisholm, Texas and such other improvements, if any, including entrance monuments and signs, all as designated by the Board for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners.

1.3 DECLARANT. The term "Declarant" shall mean and refer to QUAIL CREEK CATTLE & LAND, INC., a Texas corporation its successors and assigns.

1.4 CITY. "City" shall mean the City of McLendon-Chisholm, Rockwall, Texas.

1.5 HOME OR RESIDENCE. "Home" or "Residence" shall mean a single-family unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.

1.6 LIENHOLDER. "Lienholder" or "Mortgagee" shall mean the older of a first mortgage lien, either on any Home and/or any Lot.

1.7 LOT. "Lot" shall mean and refer to a portion of the Property designated as a Lot on the Subdivision Plat of the Property, excluding Common Area lots, streets, and alleys. Where the context requires or indicates, the term Lot shall include the Home and all other improvements, which are or will be constructed on the Lot.

1.8 MEMBER. "Member" shall mean and refer to every person or entity that holds Membership in the Association. Each Owner shall be a Member.

1.9 OWNER. "Owner" or "Owners" shall mean and refer to the record Owner, whether one (1) or more persons, of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. However, the term Owner shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot, which is a part of the Property, through deed in lieu of foreclosure or through judicial or non-judicial foreclosure. The term Owner does not include owners of any lesser estate or interest.

1.10 PERSON. "Person" refers to an individual, corporation, Limited Liability Company, partnership, association, trust, or other legal entity or any combination thereof.

1.11 PROPERTY, PREMISES OR DEVELOPMENT. "Property, Premises and/or Development" shall mean and refer to that certain real property known as QUAIL CREEK (Phase I, Phase II, and Phase III), as described on Exhibit A, Exhibit B, and Exhibit C hereto.

1.12 SUBDIVISION PLAT. "Subdivision Plat" shall mean or refer to the Final Plat, which has been or will be filed with respect to the Property in the Map or Plat Records of Rockwall County, Texas, as same may be amended from time to time.

1.13 BOARD OF DIRECTORS: "Board of Directors" [the "Board"] shall mean the board of directors elected by the Association pursuant to its Articles of Incorporation and/or Bylaws.

1.14 ARCHITECTURAL REVIEW COMMITTEE: "Architectural Review Committee" [the "ARC"] shall mean the committee of Members elected by the Association pursuant to its Bylaws and/or Rules, Policies, etc.

ARTICLE II
HOMEOWNERS ASSOCIATION

2.1 FORMATION. The formal establishment of the Association has been accomplished by the filing of Articles of Incorporation with the Secretary of State of the State of Texas. The Association, by and through its Board, is delegated and assigned the power of administering and enforcing the conditions, covenants, easements, reservations, and restrictions set forth herein, including but not limited to levying, collecting and disbursing assessments. The Board has established certain bylaws of the Association (as amended, supplemented and/or restated from time to time, the "Bylaws") for the purpose of exercising the foregoing functions and any other duties set forth herein and therein.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1 MEMBERSHIP. Each person who is a record Owner of a fee or undivided fee interest in any single family Lot shall be a Member of the Association. The foregoing is not intended to include persons that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) Membership. Membership shall be appurtenant to and may not be separated from any ownership of any Lot, which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's Membership in the Association, and Membership shall be vested in the transferee: provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to assessments which have accrued prior to such transfer.

3.2 VOTING RIGHTS. All of the Owners shall be "Class A Members" of the Association. The Class "A" Members shall all be Owners. The Class "A" Members shall be entitled to one (l) vote for each Lot owned. When more than one (1) person holds an 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 (1) vote be cast with respect to any one (1) Lot.

3.3 NO CUMULATIVE VOTING. At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board shall determine the total number of votes outstanding and entitled to vote the Members.

3.4 ABSENTEE AND ELECTRONIC VOTING. The voting rights of an Owner may be cast or given (a) in person or by proxy at a meeting of the Members; (b) by written absentee ballot; (c) by electronic ballot via email, facsimile, or posting on an internet website, such method being determined in the sole discretion of the Board; or (d) by any method of representative or delegated vote provided in these Restrictions.

ARTICLE IV
COVENANT FOR ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) annual regular assessments or charges ("Regular Assessments"), and (ii) Special Assessments for capital improvements ("Special Assessments"; collectively, together with Regular Assessments, the "Assessments"). Such Assessments (collectively, the "Assessments") are to be fixed, established and collected as provided herein and/or in the Bylaws of the Association. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together

with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person that was the record Owner of such Lot at the time of the Assessment. The personal liability obligation for delinquent Assessments shall not pass to purchasers or assignees who are successors in title unless expressly assumed by such successors; however the lien upon the Lot shall continue until paid.

4.2 USE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots, the improvement and maintenance of the Common Areas, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Board; legal and accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Quail Creek Subdivision; reasonable replacement reserves and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, and other charges required or contemplated by this Declaration and/or that which the Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein.

4.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

(a). Subject to the provisions of Section 4.3 (b) below the maximum Regular Assessment shall be no greater than $340.00 per Lot. The Board shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each Assessment year, which shall be the calendar year.[1] Written notice of the Regular Assessment shall be given by the Board to each Member as soon as practicable after fixing the same. The Assessment is an obligation created each January 1st, though billed at some point after that. If a property is sold during a calendar year, the dues may be prorated between the buyer and seller, but that is a negotiated term of the sale and handled during the sale by the title company. The Board may recommend a rate less than the maximum allowed and the Membership shall demonstrate their acceptance by simple majority vote at a regularly scheduled meeting.

(b). The Regular Assessment may be increased in the sole discretion of the Board in an amount up to ten percent (10%) over the preceding years Regular Assessment; provided however that any increase above the maximum Regular Assessment as set forth in Section 4.3 (a) or more than ten percent (10%) over the preceding year's Regular Assessment shall be done only by the prior written approval of no less than sixty-seven (67%) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting of the Members at which a quorum is present.

4.4 SPECIAL ASSESSMENTS. In addition to the Regular Assessment authorized 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, other costs incurred by the Association, or proposed to be incurred by the Association pursuant to the provisions of this Declaration, provided that any such Special Assessment shall have the prior written approval of no less than sixty-seven (67%) of the outstanding votes held by the Members at a meeting of the Members at which a quorum is present. Any Special Assessments shall be prorated based on the period of time the Owner owns the Lot during such year.

4.5 NOTICE AND QUORUM FOR ACTION UNDER SECTIONS 4.3 AND 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 and 4.4 hereunder shall be given to all Members not less than ten (10) days nor more than thirty (30) days in

[1] *Required each calendar year on or before December 2*

advance of such meeting. At such meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting.

4.6 UNIFORM RATES. Assessments shall be fixed at a uniform rate for all Lots, except as specifically authorized herein, and shall commence and be due in accordance with the provisions of Section 4.7 hereof. Each Owner shall pay one hundred percent (100%) of the established Assessment for each Lot he or it owns.

4.7 COMMENCEMENT OF ASSESSMENTS: DUE DATE.

(a). The Assessments shall be due on such payment dates as may be established by the Association. Assessments shall be due and payable on an annual basis unless otherwise designated by the Association.

(b). The Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each Assessment year, which shall be the calendar year unless otherwise designated by the By-laws; provided, however, that the Association shall have the right to adjust the regular annual Assessment upon thirty (30) days written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted pursuant to Section 4.3 hereof. Written notice of an adjusted Regular Assessment shall be given as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed either by the President, Vice President or the Treasurer of the Association setting forth whether the Regular and Special Assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(c). No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Quail Creek Subdivision or by abandonment of his Lot.

4.8 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES

(a). Payment of Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Property.

(b). Any Assessment provided for in this Declaration, which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the date of delinquency, until paid, at the rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is the lesser. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided in Subsection 4.8(d) hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorneys fee, together with costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any Assessments.

(c). No actions shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk

of Rockwall County, Texas. Said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid Assessment at the maximum legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association.

(d). Any such sale provided for above is to be conducted in accordance with the provisions of the Texas Property Code, including Chapter 51 thereof, as amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in the Texas Property Code including chapter 51 thereof, as amended, in connection with the Assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(e). Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost, including attorney fees, of preparing and filing or recording the lien and the release and any other expenses associated with the collection of the Assessments.

(f). The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided above.

4.9 SUBORDINATION OF LIEN TO FIRST MORTGAGES. The lien securing the Assessments provided for herein shall be subordinate to the lien of any first lien mortgage. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any first lien mortgage, pursuant to a decree of foreclosure or a non-judicial foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

4.10 EXTRAORDINARY CIRCUMSTANCES. Extenuating Extenuating circumstances, reasonably beyond the control of Owner, including but not limited to involuntary severance from work, catastrophic illness, or other Acts of God, shall be thoughtfully considered and given great weight before any action allowed under Section 4.8 is taken.

4.11 EXEMPTION FROM ASSESSMENTS. All real property in the Quail Creek Subdivision dedicated to the local public authority and/or devoted to public use and all Common Areas are exempted from Assessments, charge and lien.

4.12 MANAGEMENT AGREEMENTS: The Association shall be authorized to enter into management agreements with third parties in connection with the operation and management of the development and the performance of its obligations hereunder. A copy of all such agreements shall be available for review by each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty by either party with thirty (30) day written notice. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Association may, at its discretion, assume self-management of the development by the Association.

4.13 INSURANCE REQUIREMENTS. The Association through the Board, or its duly authorized agent, shall obtain insurance policies covering the Common Areas and covering all damage or injury caused by the negligence of the Association, any of its employees, officers, directors and/or agents,

commercial general liability insurance, directors and officers liability insurance, and such other insurance as the Association may from time to time deem necessary or appropriate.

4.14 FILING OF SIGNED AGREEMENT. Upon purchase of a Lot, the Owner will forward signed copies of this Agreement to the Association as evidence of constructive notice of its contents.

ARTICLE V
PROPERTY RIGHTS

It is proposed that the Common Areas shall be improved only to the extent of landscaping and planting, including such screening fences and walls as are prudent for security and safety of the Quail Creek Subdivision and Owners, and the inclusion of park gazebos, picnic tables, playground equipment and other such common amenities as the Board may approve from time to time. The Association shall not, except as the Board may reasonably deem appropriate to comply with applicable laws or to protect the health, safety or welfare of the Owners, cause (a) any building or structure to be constructed within the Common Areas; or (b) allow any interference or conflict with the natural or planted vegetation or trees in the Common Areas. The foregoing shall not imply any obligation on the part of the Association to provide any particular enhancement to the Common Areas or render the Association in any way responsible for the actions of any Members or other parties on or in connection with the Common Areas.

The Association is not responsible for, nor holds any liability for, any loss, damage, injury or harm that may occur as a result of an Owners or an Owner's guest's use of the Common Areas. Any Persons using the Common Areas for recreational purposes, active or passive, or for any other purpose does so at their own risk. Owners hereby agree to indemnify the Association for any and all damages or liabilities that may result from any loss, damage, injury or harm that may occur as a result of use of the Common Areas.

ARTICLE VI
ARCHITECTURAL REVIEW COMMITTEE [ARC]

6.1 PURPOSE. The ARC shall be composed of three (3) representatives elected by the Association pursuant to the Bylaws that shall serve as a gate-keeping function for maintaining a harmonious architectural style and attractive appearance of all improvements that are constructed or erected in the Quail Creek Subdivision. The ARC may create "Architectural Guidelines" setting forth various standards relating to the building materials and construction specifications for improvements constructed upon any Lot.

6.2 APPROVAL OF PLANS. No residence, building, septic system, fence, wall or structure of any kind or character (either permanent or temporary) shall be erected or placed, or the erection or placing thereof commenced or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any Lot in the Quail Creek Subdivision without the prior written approval of the ARC.

6.3 PLAN SUBMISSION AND APPROVAL PROCEDURE.

(a). Plans and specifications shall be submitted to the ARC at least fourteen (14) days prior to the commencement of any construction or modification. The following shall be submitted to the ARC in duplicate for approval: a site plan showing the entire Lot with existing improvements, proposed Lot drainage, detailed sanitary sewer septic system (which must comply with state and local regulations), floor plan and elevations of all faces of the proposed structure; and a description of all exterior construction materials. Such plans and specifications shall show the nature, kind, shape, height, materials, location and all other material attributes of the Residence or building,

improvement or structure being constructed. A copy of such documents shall be retained by the Association pursuant to the Bylaws. The ARC shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. If the ARC fails to approve or disapprove said plans and specifications within fourteen (14) days after the same has been submitted to the ARC, they will be presumed to have been approved by the ARC provided, however that such inaction shall not waive compliance with these Covenants and Restrictions. Any disapproval shall set forth the elements disapproved and the reason or reasons thereof. The Owner shall promptly correct the plans and specifications (if disapproved) and resubmit them for approval. No construction, alteration, change or modification shall commence until approval of the ARC is obtained. (See *Architectural Review Committee Denial Recourse Policy* for further guidance.) The ARC may approve any deviation from these Covenants and Restrictions as the ARC, in its sole discretion, deems consistent with the purpose hereof. (See also Subsection 6.6.) Any future request for a deviation by an Owner shall be reviewed separately and apart from other such requests and the grant of a deviation to any Owner shall not constitute a waiver of the ARC's rights to strictly enforce the Restrictions and the architectural standards provided herein against any other Owner.

(b). The ARC shall have the right, in its sole and exclusive discretion, to disapprove any plans, specifications and/or plats submitted for review and approval for any of the following reasons: (i) if such plans, specifications and/or plats are not in accordance with any of the provisions of these Covenants and Restrictions or the codes, ordinances and regulations of the City of McLendon-Chisholm, Texas, or any other applicable laws or regulations; (ii) if the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surroundings of the Quail Creek Subdivision or with existing or proposed adjacent structures or with the topography thereof; (iii) if the plans, specifications and/or plats submitted are incomplete; (iv) if the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography thereof; (v) if the plans do not provide for adequate structural integrity or structural support for the improvements; (vi) if the plans, specifications and/or plats do not provide for approved quality of materials or finished grade elevation; or (vii) if the ARC deems the plans, specifications and/or plats, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Quail Creek Subdivision.

6.4 NO LIABILITY; DEVIATIONS. Notwithstanding anything herein to the contrary, the approval of the ARC as to any plan, specification, and/or plat submitted shall constitute only an expression of opinion that the terms and provisions hereof would be complied with if the Residence, building, structure or other proposed improvement is constructed and erected in accordance with said plans, specifications and plats. Neither the Members of the ARC, the Board, or the Association shall be liable for damages or otherwise to anyone submitting plans and specifications for approval to any Owner by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications. Any errors in or omissions from the plans submitted to the ARC shall be responsibility of the Owner, and the ARC shall have no obligation to check for errors in, or omissions from, any such plans or to check statutes, ordinances, the Plats or other applicable rules or regulations relating thereto. No Member of the ARC shall be personally liable to any Owner for any claims, causes of action or damages arising out of the denial of any submittal or grant of any deviation to an Owner. Future request for deviations submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a deviation from these Restrictions to any Owner shall not constitute a waiver of the ARC's Committees rights to strictly enforce the Declaration and the architectural standards provided herein against any other Owner. Approval by the ARC of the plans and specifications or its determination that the completed construction or modification has been constructed in accordance with the plans and specification shall be deemed to *be* an acknowledgment by the ARC that such are in accordance with these Covenants and Restrictions and such acknowledgment shall be binding against the Owners of the

Lots and the Property. The ARC shall not be responsible in any way for any defects in any work done in connection with such plans, specifications and plats.

6.5 SELECTION OF COMMITTEE. The ARC shall be comprised of three (3) Members elected annually by the Members at the Annual Meeting of the Members. A vacancy in any seat of the ARC due to the death, resignation, removal, or disqualification of an ARC Member shall be filled by the Board, pursuant to the Bylaws. The Member appointed to such vacancy shall serve for the remainder of the term of the ARC Member replaced.

6.6 EXCEPTIONS AND ADJUSTMENTS. The ARC may allow reasonable exceptions and adjustments that may deviate from the Conditions and Restrictions contained herein in order to overcome practical difficulties and prevent unnecessary hardships in the application of the restrictions contained herein; **provided, however that the ARC exercises such authority in conformity with the intent and purposes hereof** and such exception or adjustment will not be materially detrimental or injurious to other Lots or improvements in the Quail Creek Subdivision.

6.7 HOMEBUILDERS. Notwithstanding anything to the contrary contained herein, once a particular set of plans and specification submitted by a homebuilder (which for purposes hereof shall be defined as any entity or person in the business of constructing single family residences for the purpose of sale to third parties) has been approved by the ARC or deemed approved, such homebuilder may construct homes on the Properties in accordance with such plans and specifications without the necessity of obtaining subsequent approvals therefor, so long as there are no major material changes in the plans and specifications.

ARTICLE VII
CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS AS TO ALL PHASES OF DEVELOPMENT

7.1 RESIDENTIAL USE. All Lots in the Quail Creek Subdivision shall be used for single-family residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any Lot except one (1) single-family dwelling intended for living and containing rooms for, at a minimum, sleeping, kitchen and bathroom facilities ("Residence") per Lot and such other customary and usual structures as may be permitted hereunder and approved by the ARC. The Residence may not exceed two and one-half (2 1/2) stories in height and a private garage as provided herein. The construction of any structure on any Lot shall conform to the City of McLendon-Chisholm Comprehensive Zoning Ordinance of 1982 (as amended, modified, and supplemented from time to time) and all other applicable statutes, laws, and ordinances. Additions or extensions to existing single-family residences must have a contiguous slab and incorporate a continuation of the existing roofline.

7.2 GARAGE. Each residence shall have an enclosed garage with sufficient space for parking a minimum of two (2) standard size automobiles, which garage shall conform in design and materials with the Residence. Each garage shall open only to the side or rear of the Lot so as not to face a residential street.

7.3 NO RE-SUBDIVISION. No Lot or combination of Lots shall be subdivided into smaller Lots so as to create more Lots than is described in Exhibit A & B hereto [Phase I & Phase II].

7.4 DRIVEWAYS. All driveways shall be surfaced with concrete or similar substance approved in writing by the ARC. Hot mix asphaltic concrete is prohibited.

7.5 USES SPECIFICALLY PROHIBITED.

(a). Except as expressly approved by the ARC, no temporary structure of any kind shall be erected or placed on any Lot without the approval of the ARC. In no instance shall more than one residence be erected or placed on any one Lot. No building material of any kind or character shall be placed or stored upon any Lot until construction is ready to commence, and

then such material shall be placed totally within the property lines of the Lot upon which the improvements are being erected.

(b). No mobile home shall be allowed either temporarily or permanently on any Lot.

(c). No structure of a temporary character, such as a trailer, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a dwelling house.

(d). No animals, livestock or poultry or birds of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats and other household pets may be kept in reasonable numbers (*see Article 8.9*), provided that they are not kept, bred, or maintained for any commercial purpose. It is the purpose of this subsection (d) to restrict the use of Lots so that no person shall quarter on any Lot cows, horses, bees, hogs, sheep, goats, guinea, fowls, chickens, turkeys, skunks, or any other animals that may interfere with the quiet peace, health and safety of the community. Pets must be restrained or confined within the Residence or in a secure fenced area. The Owner shall keep the Lot clean and free of pet debris or noxious pet odors. Approved pets shall be kept in the Quail Creek Subdivision only upon the condition that the custodian thereof abide by all of the ordinances and regulations of the City of McLendon-Chisholm, Texas, with respect to the care, control and ownership of such animals within such City, including, but not limited to "leash" and "vaccination" ordinances, and reference is hereby made to such ordinances and regulations for all purposes.

(e). No Lot or other area in the Quail Creek Subdivision shall be used as a dumping ground for rubbish or the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars or discarded appliances and furniture. Trash, garbage and other waste shall be kept only in sanitary containers. All containers for the storage or other disposal of such material shall be kept in a clean and sanitary condition inside the garage or behind the front line, adjacent to the home of each residence except on days of trash pickup. Materials incident to construction improvements may only be stored on Lots during construction of improvements thereon.

(f). No individual water well shall be permitted on any Lot.

(g). No garage, garage house or other outbuilding shall be occupied by any person prior to the erection of a residence on a Lot.

(h). No air-conditioning apparatus shall be installed on the ground in front of a residence. No gas or electric meter shall be set nearer the street than the front or side of a Residence unless the meter is underground.

(i). No Lot or improvement thereon shall be used for commercial, industrial or manufacturing purposes of any kind. No business activity shall be conducted on the Property that is not consistent and compatible with single-family residential purposes. No noxious or offensive activity shall be undertaken on any Lot, nor shall anything be done which is or may become an annoyance or nuisance to other Owners. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales/construction office for so long as such builder is actively engaged in construction in the Quail Creek Subdivision. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive, non-intrusive activities (such as tutoring, art and music lessons and/or professional counseling) so long as no signage advertising such service is displayed on the subject Lot and such activities do not materially increase the number of cars parked on the street or interfere with adjoining Owners' peaceful use and enjoyment of their residences and yards.

(j). Within the easements on each Lot, as designated on the Quail Creek Subdivision Plat of the Development, no improvement, structure, planting or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation and maintenance of public utilities, or which might alter the direction of flow within drainage channels or which might obstruct or retard the flow of water through drainage channels.

(k). Exterior signs &/or advertisements are prohibited from being placed or maintained on any Lot, except for professionally fabricated signs that meet any of the following guidelines:

1). Advertising the Lot "for sale" or "for rent" of not more than six (6) square feet; or

2). Advertising by construction or remodeling companies while work is in progress of not more than six (6) square feet and not to exceed one-hundred twenty days (120) days: or

3). One or more political candidate or ballot initiative signs of not more than six (6) square feet for a period beginning not more than ninety (90) days prior to, and ending not more than ten (10) days after, the election subject of the sign; or

4). Common "spirit" signs of not more than four (4) square feet promoting a resident's collegiate team and/or local elementary, middle, and/or high school,

a. A Lot may display no more than three of these types of signs at a time without the Board's expressed written approval; or

5). Signs of not more than two (2) square feet that provide awareness of security and/or monitored alarm system(s) that exist to protect the property.

(l). No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Quail Creek Subdivision or to any other Lot Owner. No Owner shall complete, or undertake to complete, any work on his or her Lot that will impair the structural soundness or integrity of another Owner's Lot; impair any easement or hereditament, within the Quail Creek Subdivision; or cause any condition to exist which will adversely affect any other Lot or Owner.

(m). No residence shall be rented for compensation on a temporary basis for a period of less than 30 consecutive days, i.e. short-term rentals are prohibited.

7.6 MINIMUM SQUARE FOOTAGE. The total air-conditioned living area of the main residential structure, as measured to the outside of the exterior walls (but exclusive of open porches, garages. patios and detached accessory buildings), shall be not be less than two thousand five hundred (2,500) square feet.

7.7 BUILDING MATERIAL. The total exterior walls of each Residence constructed on a Lot within the Quail Creek Subdivision shall be not less than eighty percent (80%) brick, brick veneer, stone, or stone veneer (but in no event less than the minimum percentage as established by the City of McLendon-Chisholm by ordinance or by other building code requirement). Windows, doors and other openings, gables or other areas above the height of the top of standard height first-floor windows are excluded from calculation of total exterior wall area. The roofs of any principal or secondary structure on any Lot which are exposed to public view shall be shale, slate, clay, neutral tone tile, or architectural series quality composition shingle (240 pounds per square or more) and of either a weathered wood color or bark wood color. This restriction does not restrict or prohibit the installation of shingles that are designed to be wind or hail resistant, provide heating and cooling efficiency greater than those provided by composite shingles, or provide electrical generation capabilities.

7.8 OUTBUILDINGS. Construction of any outbuilding on any Lot shall be approved in writing by the ARC. Any such outbuildings shall be constructed only of new materials and shall be erected no closer than five (5) feet from the rear of the Residence on the Lot. The exterior of any such outbuilding shall be constructed of the same materials as the residence and not less than 80% masonry. Outbuildings shall be of a permanent type built on a concrete slab or other foundation approved by the ARC, shall not exceed 20 x 30 feet in size, and shall not be greater than one story in height unless approved by the ARC.

7.9 SETBACK REQUIREMENTS. No structure of any type, including but not limited to, any Residence, garage, or outbuilding, shall be erected on any Lot in the Quail Creek Subdivision (i) nearer to the front Lot line than the minimum setback line shown on the Quail Creek Subdivision plat; (ii) closer to the side Lot lines than a distance of twenty-five (25) feet and (iii) further behind the front

building line than five (5) feet and will be centered within fifteen (15) feet of the center of the Lot. (B) No fence, wall, hedge or shrub planting, which obstructs sight lines at an elevation between three (3) and eight (8) feet 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 twenty-five (25) feet from the right of way line intersection.

7.10 CONSTRUCTION COMPLETION. With reasonable diligence and in any event within seven (7) months from the commencement of construction, unless completion is prevented by war, labor strike or an act of God, the construction of any Residence commenced upon a Lot shall be completed as to its exterior, and all temporary structures relating to such construction shall be removed. Construction of any approved outbuilding commenced upon a Lot shall be completed within two (2) months.

7.11 ARC WAIVER. The ARC may, in its sole discretion, grant such other exceptions from these restrictions as the ARC deems, in its sole discretion, not to be inconsistent with the general tenor and purposes of these restrictions.

7.12 MAINTENANCE; UPKEEP; DRAINAGE; LANDSCAPING.

(a). Each Owner shall maintain and care for all improvements and structures (including, but not limited to, the Residence, garage, and approved outbuilding), trees, foliage, plants, and lawn areas on the Lot and shall otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of other Lots in the Quail Creek Subdivision. Such maintenance and repair includes but is not necessarily limited to: (i) the replacement of worn and/or rotted components; (ii) the regular painting of all exterior surfaces; (iii) the maintenance, repair and replacement of roofs, rain gutters, down spouts, exterior walls, windows, doors, walks, drives, parking areas and other exterior portions of the Residence to maintain an attractive appearance; (iv) regular mowing and edging of lawn and grass areas; (v) drainage easements; and (vi) sanitary sewer septic systems. Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Board at its option and in its sole discretion, (but without any obligation to do so), may undertake or cause to be undertaken, to maintain and care for such Lot to the condition required hereunder; provided, however, that the Board must first provide written notice to the Owner, and such noncompliance shall have continued five (5) days after such written notice is provided to the Owner. An Owner thereof shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such remedial or maintenance work within ten (10) days after presentment of such statement. This restriction, however, shall in no manner be construed to create a lien in favor of any party on any Lot for the costs or charges of such work or the reimbursement for such work.

(b). The Association, by and through the Board, shall maintain, repair and/or replace, as necessary, the brick entry features, signs, lighting, and landscaping located in the Common Areas in the Quail Creek Subdivision.

(c). The Association, by and through the Board, shall operate, maintain and, when necessary, repair and/or replace the landscaping improvements and irrigation systems located in the Common Areas including along the frontage of FM 1139, and each Quail Creek Subdivision Development entry planting area and signage, and shall insure the free flow and integrity of the drainage systems in these easement area (where such operation and maintenance is not contrary to the requirements and limitations of the City or State).

(d). Common Areas shall be improved only to the extent of landscaping and planting, including such screening fences and walls as are prudent for security and safety of the Quail Creek Subdivision and Owners, and the inclusion of park gazebos, picnic tables, playground equipment and other such common amenities as the Board may approve from time to time. The Association shall not, except as the Board may reasonably deem appropriate to comply

with applicable laws or to protect the health, safety or welfare of the Owners, cause (a) any building or structure to be constructed within the Common Areas; or (b) allow any interference or conflict with the natural or planted vegetation or trees in the Common Areas. The foregoing shall not imply any obligation on the part of the Association to provide any particular enhancement to the Common Areas or render the Association in any way responsible for the actions of any Members or other parties on or in connection with the Common Areas. The Association is not responsible for, nor holds any liability for, any loss, damage, injury or harm that may occur as a result of an Owners or an Owner's guest's use of the Common Areas. Any Persons using the Common Areas for recreational purposes, active or passive, or for any other purpose does so at their own risk. Owners hereby agree to indemnify the Association for any and all damages or liabilities that may result from any loss, damage, injury, or harm that may occur as a result of use of the Common Areas.

7.13 VEHICLES. All vehicles must have a current license, inspection sticker, be operable and in good condition. No wrecked or junk cars shall be allowed on any Lot. No vehicles shall be parked in front of any residence for more than 14 hours.

7.14 CULVERT REQUIRED. Each Lot shall have a properly sized culvert installed according to state and local statutes, regulations and ordinances.

7.15 FINES.

(a). Nothing to the contrary withstanding as to the rights granted to the Association in Articles IV and/or VI, the Association may in accordance with its Bylaws assess fines for failure to conform to the restrictions detailed herein. Any fines assessed cannot cumulatively be greater than the then in effect Association Regular Assessment.

(b). The Bylaws of the Association must contain therein provisions for appeal to the entire Association of fines contemplated under 7.15(a) during a regularly scheduled Association meeting to allow a final judicial review of initial actions before fines can be collected. Said action will require a seventy-five percent (75%) vote of the Members present to overturn a fine.

ARTICLE VIII
ADDITIONAL RESTRICTIONS AS TO PHASE II AND ALL SUBSEQUENT PHASES OF DEVELOPEMENT

8.1 ARC WAIVER FOR SETBACK. With the written approval of the ARC, a Residence may be located farther back from the front property line shown on the Quail Creek Subdivision plat than provided in Paragraph 7.9, where the ARC, in its sole discretion, determines the proposed location of the structure will not be inconsistent with the general tenor and purposes of these Restrictions.

8.2 FENCES AND WALLS. No fence or wall on any Lot shall extend nearer to any street than the front of the residence thereon. Subject to ARC approval, screening fences may be constructed a distance of no more than thirty (30) feet from the rear of the primary Residence. No screening fence shall extend from the side of the residence so as to front toward the street. These screening fences may be either:

(a). constructed using the masonry product approved for the primary residence, with a maximum height of eight (8) feet; or

(b). wooden fence not exceeding eight (8) feet in height.

No portion of any screening fence shall exceed eight (8) feet in height as measured from the prevailing ground line adjacent thereto. Any fence or portion thereof visible from a public street or facing a neighborhood property shall be constructed so that all structural members and support posts will be on the side of the fence away from the street or away from the neighbors' property. An exception to this

restriction shall be granted by the ARC should the neighbor affected by the construction of such fence approve its construction in writing. The remainder of the Lot, including the rear, may be fenced using a subdivision standard four (4) foot black ornamental metal fence. No chain link or wire fencing visible from ground level of another Lot shall be permitted. Swimming pool enclosures as defined by Texas Property Code 202.022 are permitted and, where used, shall consist of transparent mesh or clear panels set in black metal frames. Security fencing permitted when constructed of the approved materials.

8.3 SIDEWALKS. All walkways, if any, along public rights-of-ways shall, at the very least, conform to the minimum standards of the City of McLendon-Chisholm.

8.4 MAILBOXES. Mailboxes shall be of a design and specification as meets the standards of the U.S. Postal Service, and shall be constructed of masonry of the same type as the Residence on the Lot.

8.5 VEHICLES: EQUIPMENT; RECREATIONAL VEHICLES; BOATS; ETC.

(a). Except as otherwise provided herein, no motorized vehicle or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, and pickup trucks (including those with attached bed campers) that are in operational condition and have current valid license plates and inspection stickers. All vehicles must be parked on a driveway or improved surface and not on the grass or yard of any Lot.

(b). No vehicle or equipment shall be used as a residence or office at any time, either temporarily or permanently. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked in the Quail Creek Subdivision used by a builder during the construction of improvements on a Lot.

(c). Trucks with tonnage in excess of one and one/half (1&1/2) tons and any commercial vehicle with painted advertisement shall not be permitted to park overnight on the public streets within the Quail Creek Subdivision except those used by a builder during the construction of improvements on a Lot

(d). No vehicle of any size, which transports flammable, explosive or noxious cargo may be kept in the Quail Creek Subdivision at any time.

(e). No boat, marine craft, hovercraft, aircraft, recreational vehicle, camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless properly concealed from public view. Boats, recreational vehicles, campers, travel trailers, motor homes or similar vehicles or equipment may be temporarily parked in the driveways of the subdivision for no more than two (2) consecutive days.

8.6 POOL EQUIPMENT.

(a). Above ground pools are expressly prohibited.

(b). All pool service equipment shall be fenced and located in a side yard between the front and rear boundaries of the Residence in the rear yard adjacent to the Residence or at such other location approved by the ARC.

8.7 SEPTIC SYSTEMS. Septic systems shall be approved by the City of McLendon-Chisholm.

8.8 MISCELLANEOUS.

(a). No oil exploration drilling, development or refining operation, and no quarrying or mining operations of any kind, including but not limited to oil wells, service tanks, tunnels, mineral excavations or shafts shall be permitted upon, in, or under any Lot. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any Lot.

(b). The general grading, slope and drainage of a Lot may not be materially altered without the written approval of the ARC and/or the City of McLendon-Chisholm (where such authority rests with the City).

(c). No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential fireplaces, barbecues, grills, decorative gas pits and the equivalent.

(d). No Lot shall be used for, or contain a site for the use of, landing and/or departure of helicopters and similar craft.

(e). No exterior lighting of any sort shall be installed or maintained on a Lot such that the light source is offensive or a nuisance to the Owner of an adjacent Lot; provided, however, that reasonable security or landscape lighting approved by the ARC that does not shine directly upon an adjacent Lot shall be permitted.

(f). No exterior speakers shall be used on any Lot such that the volume thereof is offensive or is a nuisance to the Quail Creek Subdivision or to other Owners. No horns, whistles, bells or other sound devices (except security alarm devises and interior door bell and similar devices) shall be placed or used upon any Residence or Lot.

(g). The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of the Lot or for drainage improvement during construction on such Lot. Such drainage improvements, however, shall be consistent with drainage of adjacent Lots and the Quail Creek Subdivision in general. Nothing effecting drainage shall be permitted on any Lot that would harm the Lots in the Quail Creek Subdivision.

8.9 PETS. No more than four (4) household pets will be permitted on each Lot.

8.10 CLOTHESLINES. Outdoor clotheslines and drying racks are prohibited.

8.11 CHIMNEY FLUES. Chimneystacks on all walls shall be completely enclosed in brick, masonry or stone of the same type as the Residence.

8.12 WINDOWS. Window jambs and mullions, if any, on all Residences shall be of anodized aluminum, wood materials, or vinyl aluminum. Mill finish aluminum windows are prohibited.

8.13 LANDSCAPING. Landscaping of each Lot shall be completed within sixty (60) days after the dwelling construction is completed, subject to extension for delays caused by inclement weather or for seasonal planting limitations. Minimum landscaping requirements for each Lot shall include sodded grass for the front and side yards, and completed front flowerbeds (across the entire width of the front) with an appropriate amount of shrubbery.

8.14 EROSION CONTROL. During construction of improvements and prior to landscaping, reasonable measures will be taken to prevent excessive erosion of Lots, causing silt to be deposited in the streets and in the storm drainage system. Protection can be retaining walls, berm, hay bales or other means suitable for each Lot. The Lot Owner will be responsible for removing excessive silt accumulations from the street or the storm drainage easements of adjacent Lots affected by such deposits.

8.15 BUILDING PERMITS. The Building Inspector of the City of McLendon-Chisholm, Texas, or other municipal authority, is hereby authorized and empowered to revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on any of the Property, if such improvements do not conform to and comply with the restrictions set out herein.

8.16 RECONSTRUCTION COMPLETION TIME. In the event that residence is partially or totally damaged by fire or other casualty, construction or reconstruction of the damaged residence, or applicable portions thereof, must commence within one hundred eighty (180) days after the occurrence causing the damage. No construction or reconstruction shall commence until plans and specifications have been submitted to the ARC and subsequently approved.

8.17 ANTENNAS Except with the written permission of the ARC, no antennas, free standing satellite dishes, nor roof mounted satellite dishes larger than 24 inches in diameter or other equipment

for receiving or sending sound or video signals shall be permitted in or on the Lot except antennas for AM or FM radio reception and UHF and VHF television reception. Such antennas shall be located inside the attic of the main residential structure except that, in the case of a satellite dish of less than 24 inches in diameter, it may be roof mounted, but in such a manner as to not be conspicuous and that reasonable efforts be made to mount such small antenna out of sight of the front of the Lot. One additional satellite antenna of up to 36 inches in diameter per residence for the sending and receiving of computer data may be approved by the ARC if said larger antenna is mounted in the rear of each residence so as to not be visible from the front of the Lot. Antenna must comply with the Federal Communications Commission's Over-The-Air-Reception-Devices ("OTARD") rules, and all applicable statutes and ordinances or must be approved by the ARC.

ARTICLE IX
GENERAL PROVISION

9.1 APPLICABILITY. These Covenants and Restrictions are made for the mutual benefit of, and are binding upon, each and every Person acquiring any part of the Quail Creek Subdivision, which shall be developed for residential purposes only, it being understood that these Covenants and Restrictions are not for the benefit of the Owner of any land except land contained in the Quail Creek Subdivision as it may be expanded pursuant hereto. This instrument, when executed, shall be filed of record in the real property records of Rockwall County, Texas, so that each and every Owner or purchaser of any portion of any property in the Quail Creek Subdivision shall be on notice of the provisions herein contained. From and after the date of recordation of these Covenants and Restrictions, the land contained in the Quail Creek Subdivision shall be subject to these Covenants and Restrictions and said Covenants and Restrictions shall run with, be for the benefit of, and bind and burden said land.

9.2 EASEMENTS.

(a). Utility easements. Easements for the installation, operation and maintenance of all public utilities and for drainage facilities are reserved for the purposes indicated as shown on the Plats. Full rights of ingress and egress shall be had by any bona fide public utility company at all times over the easement areas for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement, or with the use, maintenance, operation or installation of such utility. The Lot Owner is responsible for the maintenance of all drainage and use easements platted as part of the respective lots.

(b). Ingress, Egress and Maintenance by the Association Easements. Full rights of ingress and egress shall be had by the Association at all times over and upon the Common Areas for the purpose of maintaining the Common Areas as set forth herein.

(c). Police Power Easement. With respect to streets, easements and rights-of-way within the Property the City of McLendon-Chisholm and all other government agencies and authorities shall have full rights of ingress, egress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Quail Creek Subdivision.

9.3 ENFORCEMENT. In the event of any violation of any of the provisions hereof, including any of the covenants, conditions, easements, restrictions and reservations herein contained, enforcement shall be authorized by any proceedings at law or in equity against any Person or Persons violating or attempting to violate any of such provisions, including proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with any such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of a legal remedy or irreparable harm. Likewise, any Person entitled to

enforce the provisions hereof may recover such damages as such Person has sustained by reason of the violation of such provisions. It shall be lawful for the Association, the ARC or any Person or Persons owning real property in the Quail Creek Subdivision to prosecute any proceedings at law or in equity against the Person or Persons violating or attempting to violate any of such provisions. Failure by the Association or any Owner to enforce any covenant or restriction herein imposed shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

9.4 SEVERABILITY. If any provision of these Covenants or Restrictions shall be invalid or unenforceable, which invalidity or unenforceability shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity or unenforceability shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

9.5 TERM. The Covenants and Restrictions of this Declaration, as amended from time to time, shall run with the land and shall be binding upon Owners and all Persons claiming under the Owners or such successors and assigns, for a period of ten (10) years from the date of recordation hereof, at which time these Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless prior to the expiration of any such ten (10) year period, the then record fee simple title Owners of at least sixty-seven percent 67% of the Lots in the Quail Creek Subdivision affirmatively vote to terminate these Covenants and Restrictions and execute and record in the Real Property Records of Rockwall County, Texas, an instrument terminating these Covenants and Restrictions.

9.6 AMENDMENT. Notwithstanding Section 9.5, these Covenants and Restrictions may be repealed or amended by the affirmative vote of at least sixty-seven percent (67%) of the outstanding votes of the Members. Any such amendment shall not be operative unless and until executed by the appropriate percentage of Lot Owners and recorded in the real property records of Rockwall County, Texas.

9.7 GENDER AND GRAMMAR. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

9.8 MANNER OF ENFORCEMENT. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the covenants, conditions and restrictions contained herein could cause irreparable injury to the other Owners and that any Owners' remedies at law for any breach of the Owners obligations contained herein would be inadequate. Enforcement may be commenced by the Association or any Owner against any person or persons violating or attempting to violate them, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.9 NOTICES, Written, General[2]. Whenever written notices of a general nature, i.e. Member meeting notices, etc. are required to be sent hereunder, the same shall be sent to the Owner who is the intended recipient, by USPS and postage prepaid at the address of such Owner's Lot and further provided that any such notice may be delivered in person. Notices shall be deemed received when actually received and when deposited in a regularly maintained receptacle of the United States Postal Service in accordance with the provisions hereof, whether or not received.

9.9.1 NOTICE REQUIRED BEFORE ENFOCEMENT ACTION. Before the Association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the association, or report any delinquency of an owner to a credit reporting service, the Association or its agent must

[2] Added subsection for General Notices that are NOT required to be sent certified. As a practical matter, these are sent regular mail.

give written notice to the owner by certified mail.[3] See FINE & ENFORCEMENT POLICY regarding additional required content of the Notice.

9.9.2 NOTICES TO THE ASSOCIATION, BOARD, AND/OR ARC. Notices sent to the ARC and/or Association shall be sent via verified mail, only at such address as provided herein or subsequently specified by the ARC and Association to the Owners.[4]

9.10 CAPTIONS AND HEADINGS. All captions, titles or headings contained in these Covenants & Restrictions are for the purposes of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any other provision herein or be used in determining the intent or context hereof.

By their signatures below, the President of the Board of Directors of the Association and the Secretary of the Board of Directors of the Association certify that this Declaration of Covenants, Conditions and Restrictions was approved by a vote of at least sixty-seven percent (67%) of the total votes allocated to property owners in the Association, including at least sixty-seven percent (67%) of the total votes allocated to property owners' in Phase I and at least sixty-seven percent (67%) of the total votes allocated to property owners' in Phase II, and no government approval was required by law. Such vote of the property owners began on August 1, 2022 and concluded on October 9, 2022.

By: _____
Robert Steinhagen
President, Board of Directors
QCHOA, Inc.

By: Tish Bruckner
Tish Bruckner
Secretary, Board of Directors
QCHOA, Inc.

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on June 13th, 2023, by Robert Steinhagen, President of the Board of Directors of QCHOA, Inc. a Texas nonprofit corporation, on behalf of said entity.

_____
Notary Public, State of Texas

NATHAN COBB
Notary ID #131430478
My Commission Expires
January 31, 2026

Nathan Cobb
Typed or Printed Name
My Commission Expires: January 31, 2026

STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

[3] TPC 209.006 amended 2015 requires certain notices be mailed certified and no longer return receipt requested.

[4] TPC 209.002 amended 2015 defines "verified mail" as any method of mailing for which evidence of mailing is provided by the USPS or common carrier

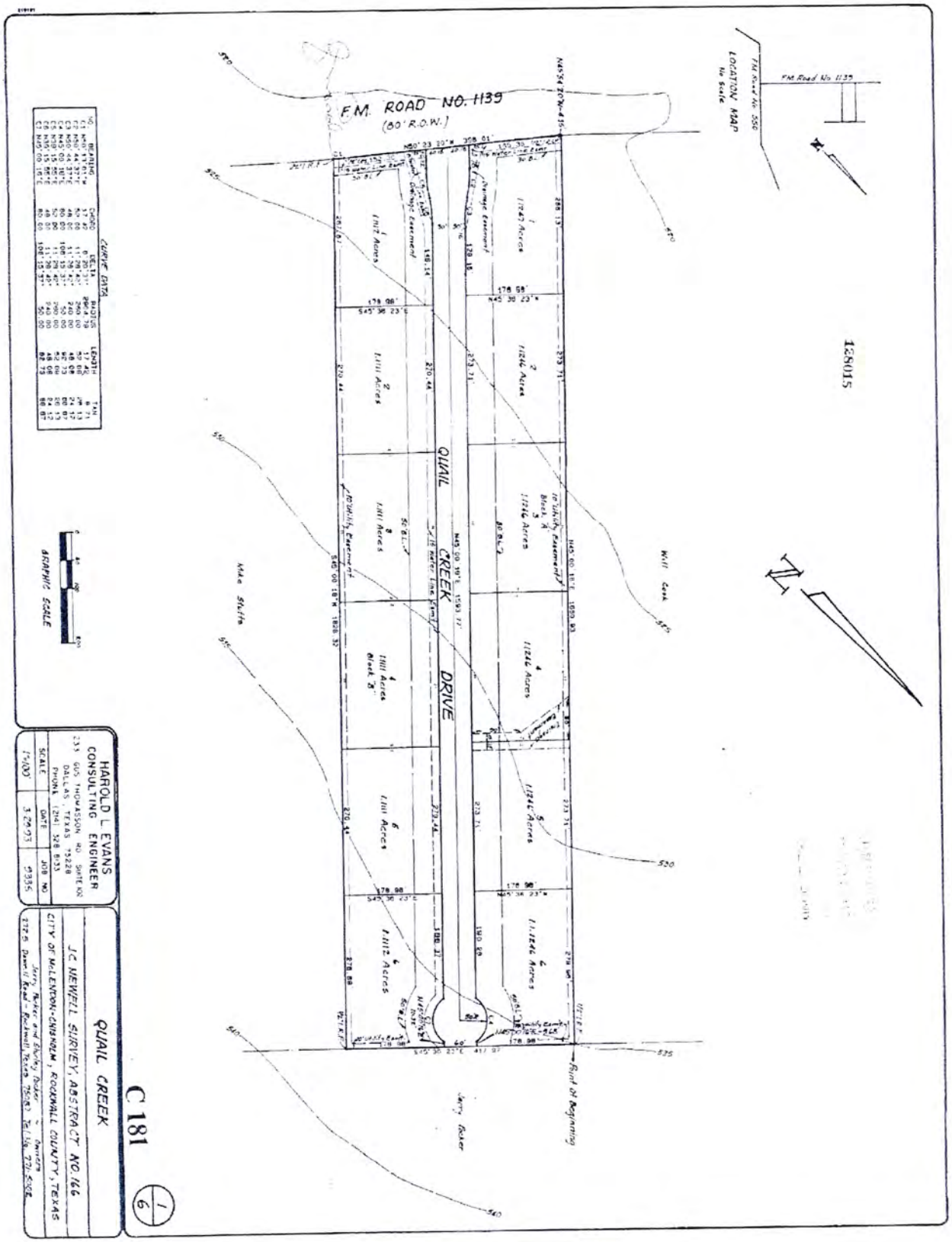
This instrument was acknowledged before me on June 13th, 2023, by Tish Bruckner, the Secretary of the Board of Directors of QCHOA, Inc. a Texas nonprofit corporation, on behalf of said entity.

Notary Public, State of Texas

NATHAN COBB
Notary ID #131430478
My Commission Expires
January 31, 2026

Nathan Cobb
Typed or Printed Name
My Commission Expires: January 31, 2026

Exhibit A, Quail Creek Phase I, pg. 1



OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS: Jerry and Shirley Packer are the owners of a tract of land situated in the George P. Humphries Survey, Abstract No. 107, Rockwall County, Texas, and being those two adjoining 7.8858 acre tracts of land described in Deeds record in Volume 864, Page 321, and Volume 313, Page 180, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1" iron rod found at the North corner of said tract described in Volume 864, Page 321;

THENCE: South 45° 58' 35" East a distance of 417.91 feet to a 1" iron rod found for a corner at the East corner of said tract described in Volume 321, Page ;

THENCE: South 45° 08' 16" West a distance of 1438.32 feet to a 1" iron rod found for a corner on the Northeast line of FM-1139, an 80 foot right of way at the South corner of said tract described in Volume , Page , said point being on a curve to the left having a central angle of 8° 38' 35", a radius of 3804.79 feet, and a chord that bears North 58° 13' 01" West a distance of 17.42 feet;

THENCE: Along said curve and with said Northeast line an arc distance of 17.42 feet to a 1" iron set for a corner;

THENCE: North 58° 32' 10" West a distance of 198.51 feet continuing with said Northeast line to a 1" iron rod set for a corner;

THENCE: North 45° 58' 35" West a distance of 4.35 feet to a 1" iron rod set for a corner at the West corner of said tract described in Volume 864, Page ;

THENCE: North 44° 08' 16" East a distance of 1660.83 feet to the Point of Beginning and containing 15.7715 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That SHIRLEY and JERRY PACKER are the owners of said tract and do hereby adopt this plat designating the hereinabove described property as Quail Creek, an addition to the City of McLendon-Chisholm, Rockwall County, Texas, and hereby dedicates for public use, forever the roadway shown hereon and further reserves the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction maintenance, or efficiency of their respective system on any of these easements strips; and any public utility shall have the right to public ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.

WITNESS OUR HANDS, at Rockwall, Texas, this the 27 day of April, 1993.

Jerry Packer

Shirley Packer

STATE OF TEXAS
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 27 day of April, 1993, by: Jerry Packer.

Notary Public

STATE OF TEXAS
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 27 day of April, 1993, by: Shirley Packer.

Notary Public

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, Harold L. Evans, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Harold L. Evans, R.P.L.S., Registered Professional Land Surveyor No. 2155

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 28 day of April, 1993, by Harold L. Evans.

Notary Public

I hereby certify that the above and foregoing plat of Quail Creek, an addition to the City of McLendon-Chisholm, Rockwall County Texas, was approved by the City Council of the City of McLendon-Chisholm on the 12th day of April, 1993.

CITY OF MCLENDON-CHISHOLM

By: City Council Member — City Council Member — City Council Member

2/6

HAROLD L. EVANS CONSULTING ENGINEER 2331 SIR THOMASSON RD SUITE 102 DALLAS, TEXAS 75228 PHONE (214) 328-8151			QUAIL CREEK
			J.C. NEWELL SURVEY, ABSTRACT NO. 166
			CITY OF McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS
SCALE	DATE	JOB NO	Jerry Packer and Shirley Packer - owners 5729 Dowell Road - Rockwall, Texas 75087 Tel No. 771-5002
	3-25-93	9355	

C 182

Exhibit B, Quail Creek Phase II, pg. 1

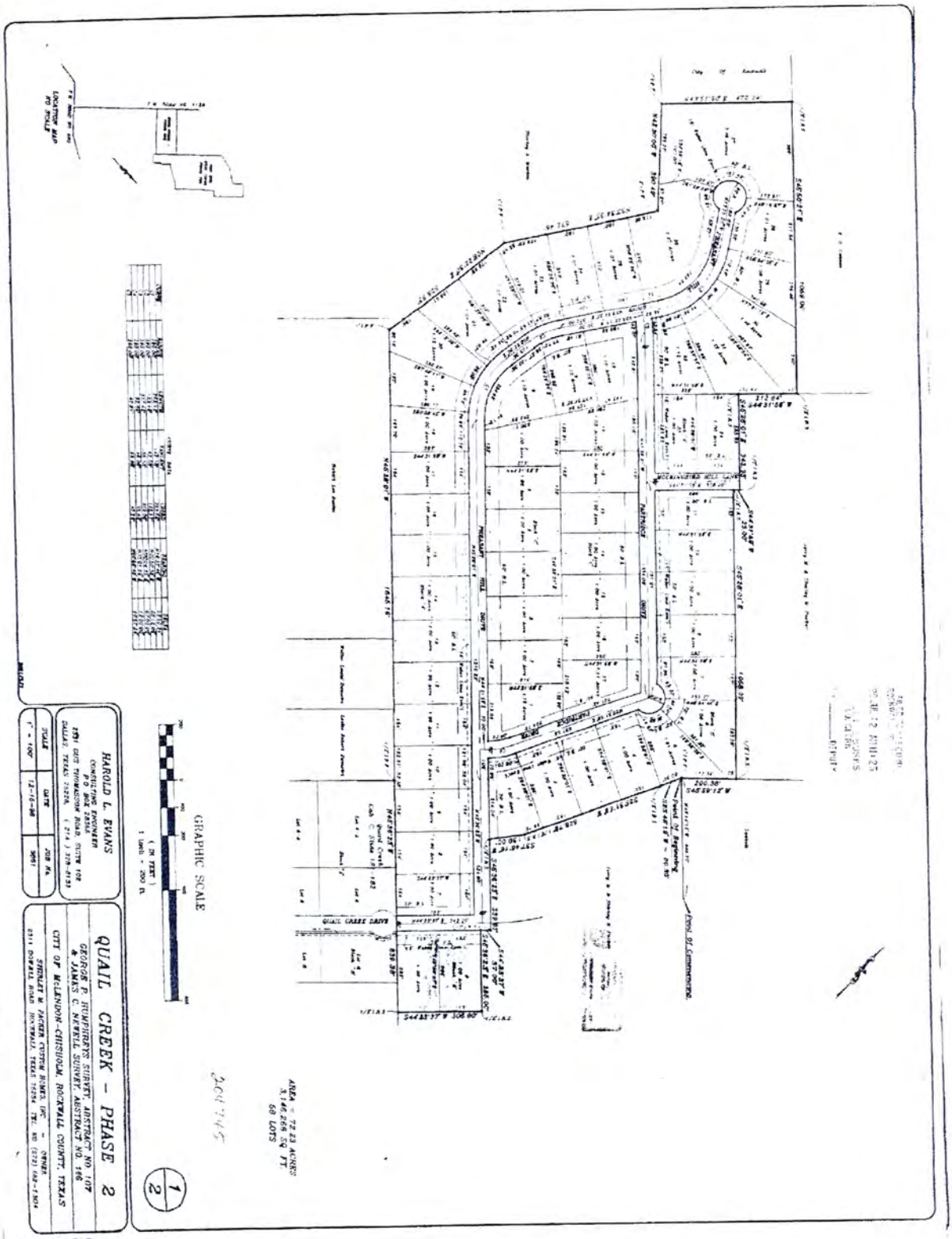


Exhibit B, Quail Creek Phase II, pg. 2

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS SHIRLEY PACKER CUSTOM HOMES, INC. is the owner of a tract of land situated in the C.P. Humphrey Survey, Abstract No. 107, and the J.C. Newell Survey, Abstract No. 166, Rockwall County, Texas, and being part of those tracts recorded in Volume 173, Page 887, Volume 159, Page 252, Volume 140, Page 276, Volume 140, Page 390, and Volume 137, Page 285, and being all of those tracts in Volume 138, Page 688, Volume 140, Page 185, Volume 134, Page 847, Volume 131, Page 673, and being more particularly described as follows:

COMMENCING at a point of the Southeast line of Tract in Volume 159, Page 252, said point being South 45° 14' 12" West, a distance of 444.70 feet from the East corner of said tract in Volume 159, Page 252, a 1/2" iron rod for a corner.
THENCE: North 45° 14' 12" West a distance of 444.70 to a 1/2" iron rod found for a corner and the POINT OF BEGINNING;
THENCE: South 23° 48' 19" West a distance of 80.30 feet to a 1/2" iron rod set for a corner;
THENCE: South 25° 31' 59" West a distance of 528.79 feet to a 1/2" iron rod set for a corner;
THENCE: South 37° 45' 16" West a distance of 130.00 feet to a 1/2" iron rod set for a corner;
THENCE: South 45° 36' 23" East a distance of 339.93 feet to a 1/2" iron rod set for a corner;
THENCE: South 44° 23' 37" West a distance of 37.00 feet to a 1/2" iron rod set for a corner;
THENCE: South 45° 36' 23" East a distance of 285.00 feet to a 1/2" iron rod set for a corner;
THENCE: South 44° 23' 37" West a distance of 306.00 feet to a 1/2" iron rod set for a corner;
THENCE: North 45° 36' 23" West a distance of 839.38 feet to a 1/2" iron rod found for a corner;
THENCE: North 45° 28' 01" West a distance of 1645.16 feet to the West corner of said tract in Volume 131, Page 673, a 1" iron pipe, for a corner;
THENCE: North 08° 22' 30" East a distance of 523.33 feet to a 1" iron pipe found for a corner;
THENCE: North 33° 34' 35" East a distance of 572.45 feet to a 2" iron pipe found for a corner;
THENCE: North 42° 30' 00" West a distance of 390.49 feet to a 1" iron pipe found for a corner;
THENCE: North 43° 51' 50" West a distance of 472.24 feet to a 1/2" iron rod found for a corner;
THENCE: South 45° 50' 21" East a distance of 1059.00 feet to a 1/2" iron rod set for a corner;
THENCE: South 44° 31' 59" West a distance of 212.84 feet to a 1/2" iron rod set for a corner;
THENCE: South 45° 28' 01" East a distance of 343.93 feet to a 1/2" iron rod set for a corner;
THENCE: South 44° 31' 59" West a distance of 23.00 feet to a 1/2" iron rod set for a corner;
THENCE: South 45° 28' 01" East a distance of 1058.09 feet to a 1/2" iron rod set for a corner;
THENCE: South 45° 59' 12" West a distance of 200.36 feet to the Place of Beginning and containing 72.23 acres of land.

Exhibit B, Quail Creek Phase II, pg. 3

THAT Shirley Packer Custom Homes, Inc., does hereby adopt this plat designating the hereinabove described property as Quail Creek, Phase Two, an addition to the City of McLendon- Chisholm, Rockwall County, Texas, and does hereby dedicate for public use, forever, the street shown hereon. The utility and drainage easements shown hereon are hereby dedicated for the mutual use and accommodation of all public utilities and government agencies desiring to use or using the same. All public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or growths which may, in any way, endanger or interfere with construction, maintenance or efficiency of its respective system on the utility or drainage easements. All public utilities shall, at all times, have the full right of ingress and egress to, from and upon said easements for the purpose of constructing, reconstruction, inspecting, patrolling, maintaining and either adding to, or removing all or part of its respective systems without the necessity of, at any time, procuring the permission of anyone. Any public utility shall have the further right of ingress and egress over private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility.

WITNESS MY HAND, at Rockwall Texas, this the 17th day of December, 1998.

Shirley M. Packer

Shirley M. Packer, President

This instrument was acknowledged by Shirley M. Packer, President of Shirley Packer Custom Homes, Inc. this 17th day of December, 1998 on behalf of said Corporation.

Notary Public

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS.
That I, Harold L. Evans, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision.

Harold L. Evans, Registered Professional Land Surveyor No. 2146

STATE OF TEXAS
COUNTY OF DALLAS
This instrument was acknowledged before me on the 17th day of December, 1998, by Harold L. Evans.

Notary Public

RECOMMENDED FOR FINAL APPROVAL:

I hereby certify that the above and foregoing plat of Quail Creek, Phase Two, an addition to the City of McLendon-Chisholm, Texas, was approved by the Mayor of the City on the 5th of December, 1998.

This approval shall be invalid unless the approved Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one hundred twenty (120) days from said date of final approval. An extension may be granted by the Planning & Zoning Commission.
Said Addition shall be subject to all the requirements of the Platting Ordinance of the City of McLendon-Chisholm, Texas.

Witness my hand this 11th day of January, 1999.

Charlene Simpson

City Secretary, City of McLendon-Chisholm, Texas

APPROVED

Mayor, City of McLendon-Chisholm, Texas

2/2

HAROLD L. EVANS	QUAIL CREEK – PHASE 2
CONSULTING ENGINEER P.O. BOX 28355 2331 GUS THOMASSON ROAD, SUITE 102 DALLAS, TEXAS 75228 (214) 328-8133	GEORGE P. HUMPHREYS SURVEY, ABSTRACT NO. 107 & JAMES C. NEWELL SURVEY, ABSTRACT NO. 166 CITY OF McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS SHIRLEY M. PACKER CUSTOM HOMES, INC. – OWNER 2311 DOWELL ROAD, ROCKWALL, TEXAS 75234 TEL. NO. (972) 682-1304

SCALE	DATE	JOB No.
	12-16-98	9061

D 184

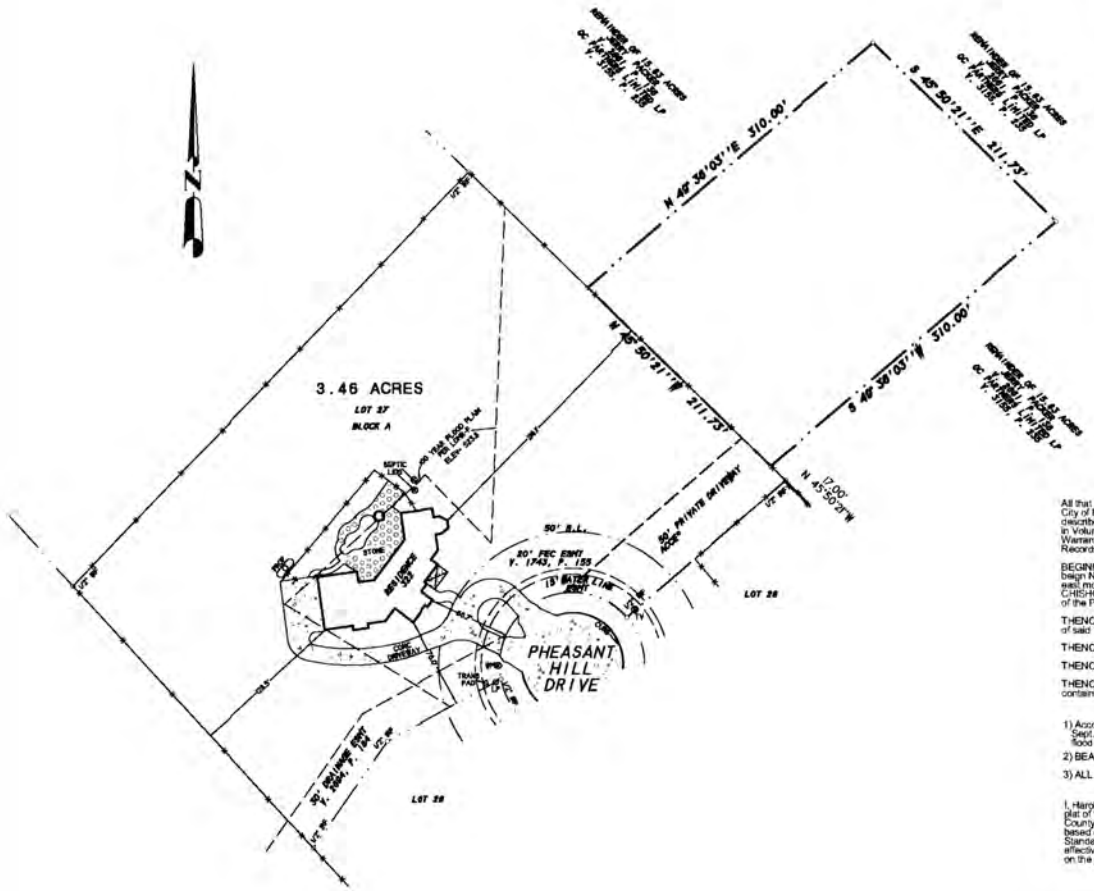
EXHIBIT C

QUAIL CREEK PHASE 3

LOT 35, BLOCK A, **As falls within QCHOA boundaries &**

QUAIL CREEK PHASE 2

LOT 27 R. BLOCK A, for reference



DESCRIPTION

All that certain lot, tract or parcel of land situated in the J.C. NEWELL SURVEY, ABSTRACT NO. 166, City of McLendon-Chisholm, Rockwall County, Texas, and being a part of a 15.83 acres tract of land as described in a Warranty deed from E.O. Gaines and Gussie Mae Gains to Jerry M. Packer, as recorded in Volume 2661, Page 136 of the Real Property Records of Rockwall County, Texas, and in a Correction Warranty deed to Q.C. Partners Limited LP, as recorded in Volume 3156, Page 235 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod set for corner in the southwest boundary line of said 15.83 acres tract, and beign N. 45 deg. 50 min. 21 sec. W. a distance of 17.00 feet from a 1/2" iron rod found for corner at the east most corner of Lot 27, Block A, QUAIL CREEK, PHASE 2, an Addition to the City of MCLENDON-CHISHOLM, ROCKWALL County, Texas, according to the Plat thereof recorded in Cabinet D, Slide 183, of the Plat Records, Rockwall County, Texas;

THENCE N. 45 deg. 50 min. 21 sec. W. along the northeast boundary of Lot 27 and southwest boundary of said 15.83 acres tract of land, a distance of 211.73 feet to a 1/2" iron rod set for corner;

THENCE N. 49 deg. 36 min. 03 sec. E. a distance of 310.00 feet to a 1/2" iron rod set for corner;

THENCE S. 45 deg. 50 min. 21 sec. E. a distacnce of 211.73 feet to a 1/2" iron rod set for corner;

THENCE S. 49 deg. 36 min. 03 sec. W. a distance of 310.00 feet to the POINT OF BEGINNING and containing 1.50 acres of land.

NOTES

1) According to F.E.M.A. Flood Insurance Rate Map, Community Panel No. 48397C0045 L dated Sept. 26, 2006, this property lies in Zone X. This property does not appear to lie within a 100-year flood plain.

2) BEARING SOURCE: RECORDED PLAT.

3) ALL 1/2" IRS ARE CAPPED WITH YELLOW PLASTIC CAPS "RPLS 5034."

SURVEYOR'S CERTIFICATE

I, Harold D. Fetty, III, Registered Professional Land Surveyor No. 5034, do hereby certify that the above plat of the property surveyed for Jerry Packer at Pheasant Hill Drive, McLendon-Chisholm, Rockwall County, Texas, is the result of a careful collection of the best evidence available to me and my opinion is based on the facts as found at the time of survey. This survey meets the requirements of the Minimum Standards of Practice as approved and published by the Texas Board of Professional Land Surveying, effective September 1, 1992 and subsequent revisions, and the same was surveyed under my supervision on the ground this the 11th day of April, 2022.

Harold D. Fetty III, R.P.L.S. No. 5034

HAROLD D. FETTY III 5034 REGISTERED PROFESSIONAL LAND SURVEYOR

SYMBOL LEGEND

IRS	IRF	FP	CO
GM	WV	SS	S
PP	LP		

SURVEY DATE APRIL 11, 2022
SCALE 1" = 80' FILE # 220202902-2
CLIENT PACKER GF # NONE

SURVEY ACCEPTED BY: _____ DATE: _____ DATE: _____

H.D. Fetty Land Surveyor, LLC
Firm Registration no. 10190900
6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

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