



RIDDLE & WILLIAMS
3710 RAWLINS ST STE 1400

DALLAS TX 75219

Submitter: RIDDLE & WILLIAMS

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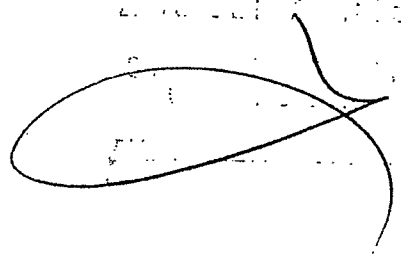
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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CINNAMON CREEK ESTATES

Riddle & Williams, P.C.
3710 Rawlins St.
Suite 1400
Dallas, Texas 75219

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EXHIBITS:

EXHIBIT "A"- Property Subject to Declaration

EXHIBIT "B"- Bylaws of Cinnamon Creek Estates Homeowners Association, Inc.

EXHIBIT "C"- Certificate of Formation of Cinnamon Creek Estates
Homeowners Association, Inc.

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CINNAMON CREEK ESTATES**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CINNAMON CREEK ESTATES (this "Declaration") is made this 14th day of July, 2008, by **JABEZ DEVELOPMENT, L.P.**, a Texas limited partnership (the "Declarant").

WITNESSETH:

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Declaration.

Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration. This Declaration shall be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

This Declaration does not and is not intended to create a condominium within the meaning of the Texas Uniform Condominium Act, Tex. Prop. Code Ann. §82.001 (Vernon 1995) (the "Condominium Act").

NOW, THEREFORE, Declarant hereby declares that from and after the recording of this instrument in the Deed Records of Tarrant County, Texas, the real property described in Exhibit "A" to this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the following covenants, conditions, restrictions, easements, assessments and liens, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, such real property. This Declaration shall be binding on and shall inure to the benefit of all persons having any right, title or interest in all or any portion of such real property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

ARTICLE I
DEFINITIONS

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

Section 1.1 "Architectural Control Committee" or "Committee" shall mean the committee established by this Declaration and selected by the Class "B" Member or the Board to review plans and applications for the construction or modification of improvements within the Properties (subject to the rights reserved to the Declarant in Section 13.2 hereof) and to administer and enforce the architectural controls described in Article VII hereof.

Section 1.2 "Area of Common Responsibility" shall mean and refer to the Common Properties, together with those areas, if any, which the Association has or assumes responsibility pursuant to the terms of this Declaration, or other applicable covenants, contracts, or agreements.

Section 1.3 "Certificate of Formation" or "Certificate" shall refer to the Certificate of Formation of Cinnamon Creek Estates Homeowners Association, Inc., attached hereto as Exhibit "C" and incorporated by reference, as filed with the Secretary of State of the State of Texas.

Section 1.4 "Annual Assessment" shall refer to assessments levied on all Lots subject to assessment under Article VI to fund Common Expenses for the general benefit of all Lots.

Section 1.5 "Association" shall mean and refer to Cinnamon Creek Estates Homeowners Association, Inc., its successors and assigns.

Section 1.6 "Board of Directors" or "Board" shall be the body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Texas corporate law.

Section 1.7 "Builder" shall mean any Person which purchases one or more Lots within the Properties for the purpose of constructing improvements thereon for later sale to consumers, or who purchases one or more parcels of land within the Properties for further development or resale in the ordinary course of such Person's business.

Section 1.8 "Bylaws" shall refer to the Bylaws of Cinnamon Creek Estates Homeowners Association, Inc. attached hereto as Exhibit "B" and incorporated by reference, as they may be amended from time to time.

Section 1.9 "Certificate of Occupancy" shall refer to a certificate or other similar document issued by the applicable governmental authority certifying or authorizing a Single Family Residence for occupancy by a single family.

Section 1.10 "Class 'A' Member(s)" shall be all Owners who are subject to membership in the Association except the Class "B" Member until such time as the Class "B" membership terminates and is converted to Class "A" membership at which time the Class "B" Member shall

become a Class "A" Member for each Lot, if any, which it owns.

Section 1.11 "Class 'B' Member" shall be the Declarant until such time as the Class "B" membership terminates and is converted to Class "A" membership at which time the Declarant shall become a Class "A" Member for each Lot, if any, which it owns.

Section 1.12 "Class 'B' Control Period" shall refer to the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board. The Class "B" Control Period shall expire upon the first to occur of the following:

- (a) 90 days after the date as of which one hundred percent (100%) of the total number of Lots permitted by the Land Plan for the Properties have Certificates of Occupancy issued thereon and have been conveyed to Class "A" Members other than Builders;
- (b) December 31, 2013;
- (c) when, in its discretion, the Class "B" Member so determines.

Section 1.13 "Common Expenses" shall mean the actual and estimated expenses incurred, or anticipated being incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find to be necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include expenses incurred during the Class "B" Control Period for initial development or other original construction costs unless approved by Members representing a majority of the total Class "A" votes of the Association.

Section 1.14 "Common Properties" shall mean and refer to all real property (including the improvements thereto) and personal property owned, leased or otherwise subject to the possessory or use rights of the Association in and for the common use and enjoyment of the Owners or dedicated to the Association either by separate instrument or as shown on any recorded plat or its equivalent of the Properties or any portion thereof filed or approved by Declarant.

Section 1.15 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties, or the minimum standards established pursuant to the Governing Documents, whichever is a higher standard. Such standard shall be established initially by the Class "B" Member through the Design Guidelines, Rules and Regulations and Board resolutions and may include both objective and subjective elements. The Community-Wide Standard may evolve and change as development progresses and as the needs and desires within the Properties change. Any determination or interpretation regarding the Community-Wide Standard, including, without limitation, whether the Community-Wide Standard has been met in a particular situation, shall be made by the Board.

Section 1.16 "Covenants Committee" shall mean and refer to the committee established, if at all, by the Bylaws and selected by the Board to act as the hearing tribunal of the Association.

Section 1.17 "Declarant" shall mean and refer to Jabez Development, L.P., a Texas limited partnership, or any successor or assign who takes title to any portion of the real property described on Exhibit "A" hereof for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 1.18 "Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to most of the aspects of construction, placement, location, alteration, maintenance and design of any improvements to or within the Properties, and all amendments, bulletins, modifications, supplements and interpretations thereof.

Section 1.19 "Governing Documents" shall refer to this Declaration, the Bylaws, the Certificate of Formation, the Rules and Regulations, duly adopted Board resolutions, the Design Guidelines, as each may be supplemented and amended from time to time.

Section 1.20 "Land Plan" shall refer to the master concept plan for the development of the Properties prepared by the Declarant, as approved by the appropriate zoning and planning authority, as it may be amended from time to time, which includes all of the property described in Exhibit "A". Inclusion of property on the Land Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration.

Section 1.21 "Lot" shall mean and refer to any plot of land shown on any recorded plat or its equivalent of the Properties thereof filed or approved by Declarant, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as a residence for a single family. The term shall refer to the land, if any, which is part of the Lot, as well as any improvements thereon. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain a single Lot until such time as a plat is recorded subdividing all or a portion thereof. Thereafter, the portion encompassed by such plat shall continue to be treated in accordance with this section. Some portions of the Common Properties may be platted as a "lot" on the recorded subdivision plat, however, these lots shall be excluded from the definition of a Lot as used herein.

Section 1.22 "Member" shall refer to a Person subject to membership in the Association.

Section 1.23 "Municipality" shall collectively mean and refer to the City of Arlington, Texas.

Section 1.24 "Notice of Compliance" shall refer to a notice issued by the Committee pursuant to Section 6.12 hereof representing that a particular Lot is in compliance with Article VI hereof.

Section 1.25 "Owner" shall refer to one or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The term "Owner" shall include the Declarant.

Section 1.26 "Person" shall mean a natural person, a corporation, a partnership, a trustee, a limited liability company or any other legal entity.

Section 1.27 "Properties" shall mean and refer to the real property (including improvements) described in Exhibit "A" hereof.

Section 1.28 "Resident" shall mean and refer to any Person who inhabits a Single Family Residence, either permanently or temporarily, and may include, without limitation, an Owner or a lessee and their respective families, guests, invitees, servants or employees.

Section 1.29 "Rules and Regulations" or "Rules" shall mean any written rules or regulations adopted, implemented or published by the Association or its Board of Directors at any time and from time to time, as may be amended, with respect to the use and enjoyment of the Common Properties and the conduct of its members and their guests, invitees, agents and contractors within the Properties.

Section 1.30 "Single Family Residence" shall mean and refer to any permanent, detached structure or building used primarily as a residence, including the Lot on which said structure or building is situated, now existing or to be constructed.

Section 1.31 "Special Assessment" shall mean and refer to assessments levied against all Owners to cover unanticipated expenses or expenses in excess of those budgeted, as described in Section 5.4.

Section 1.32 "Specific Assessment" shall mean assessments levied in accordance with Section 5.5.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 2.1 Membership. Every Owner is a Member of the Association; provided, there is only one membership per Lot. In the event a Lot is owned by more than one Person, all co-Owners shall be entitled to the privileges of membership, subject to reasonable Board regulation and the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, manager, or trustee, or by the individual designated from time to time by the Owner in writing provided to the Secretary of the Association.

Section 2.2 Classes of Voting Members. The Association shall have two classes of voting membership:

Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member. Class "A" Members shall be entitled to one vote for each Lot owned. Where there is more than one Owner of a Lot, all such Persons shall be

Class "A" 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 each Lot in which such members own undivided interests.

Class "B". The sole Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to ten (10) votes for each Lot owned and shall be entitled to appoint a majority of the members of the Board during the Class "B" Control Period, in the manner specified in the Bylaws. In addition, the Class "B" Member shall have a right to disapprove any action of the Board and/or committees as provided in the Bylaws. Additional rights of the Class "B" Member are specified in the relevant sections of the Governing Documents. The membership rights of the Class "B" Member shall be appurtenant to and may not be separated from the rights of the Declarant.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

- (i) one (1) year after expiration of the Class "B" Control Period;
- (ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to one Class "A" vote for each Lot, if any, which it owns.

ARTICLE III

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 3.1 Common Properties. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Properties and all improvements thereon (including, without limitation, furnishings, equipment and common landscaped areas), and shall keep them in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard, and shall pay as a Common Expense all state and local taxes applicable thereto.

Section 3.2 Personal Property and Real Property for Common Use. The Association may acquire, hold and dispose of tangible and intangible personal property and real property, subject to such restrictions as are set forth in the Governing Documents. Declarant and its designees may convey to the Association personal property and fee title, leasehold, or other interests in any improved or unimproved real estate located within the Properties. Upon conveyance or dedication by Declarant to the Association, such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of

its Members, subject to any restrictions set forth in the deed of conveyance. Upon written request of Declarant, the Association shall reconvey to the Declarant for no or nominal monetary consideration any unimproved portions of the Properties originally conveyed by Declarant to the Association for no or nominal monetary consideration, to the extent conveyed in error or needed by Declarant to make minor adjustments in property lines.

Section 3.3 Rules and Regulations. The Board may make and enforce reasonable rules and regulations governing, among other things, the use of the Common Properties and the use, leasing, sale, maintenance and appearance of Lots, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Such regulations and use restrictions shall be binding upon all Owners, Residents, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a majority of the Class "A" Members and the consent of the Class "B" Member, so long as such membership shall exist.

Section 3.4 Compliance and Enforcement. Every Owner and Resident of a Lot shall comply with the Governing Documents. The Association shall be authorized to impose sanctions for violations of the Governing Documents. Sanctions may include, without limitation, the following:

(a) imposing reasonable monetary fines, which shall constitute a lien upon the violator's Lot;

(b) suspending an Owner's right to vote;

(c) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(d) exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of the Governing Documents, removing nonconforming structures and/or improvements pursuant to Section 6.15 and performing maintenance on an Owner's Lot pursuant to Section 4.3);

(e) recording a Notice of Violation pursuant to Section 6.15;

(f) levying a Specific Assessment pursuant to Section 5.5; and

(g) taking any other action to abate a violation of the Governing Documents.

The Board shall afford a violator notice and an opportunity to be heard in accordance with the Governing Documents prior to the imposition of any sanction; unless the Board determines that an emergency situation exists. In addition to any other enforcement rights, in the event of a violation or breach of any of these restrictions by any Person, the Association and/or the Declarant, through their duly designated representatives, and the owners of the Lots, or any

of them, jointly or severally, shall have the right to proceed at law or in equity, or both, to compel compliance with the terms hereof or to prevent the violation or breach of any of them. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. If the Association prevails in any action to enforce the Governing Documents, it shall be entitled to recover all costs, including, without limitation, attorney's fees, court costs and any additional administrative or management fees reasonably incurred in such action. Failure by the Association to enforce any of the foregoing or any other right or remedy of the Association shall in no event be deemed a waiver of the right to so thereafter.

The Association may, but shall not be obligated to, permit Tarrant County and the Municipality to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 3.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by the Governing Documents. The Association may also exercise every other right or privilege reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

Section 3.6 Governmental Interests. For so long as the Declarant owns any property described on Exhibit "A", the Association shall permit the Declarant to designate and re-designate sites within the Properties for fire, police, school, water and sewer facilities, public schools and parks, public bicycle and pedestrian pathways and trails, and other public facilities. The sites may include Common Properties owned by the Association, and in such case no membership approval shall be required and the Association shall dedicate and convey the designated site as requested by the Declarant.

Section 3.7 Indemnification. The Association shall indemnify every officer, director and committee member to the full extent permitted by Chapter 8 of the Texas Business Organizations Code, as amended (but, in the case of any such amendment, only to the extent that such amendment permits broader indemnification than permitted prior to such amendment). Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association.

Section 3.8 Dedication of Common Properties. Subject to such approval requirements as may be set forth in this Declaration, the Association shall have the power to dedicate portions of the Common Properties to the Municipality and/or Tarrant County, Texas, or to any other local, state or federal governmental entity.

Section 3.9 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to enhance the security of the Properties. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL SUCH PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

THE ASSOCIATION, DECLARANT, ANY SUCCESSOR DECLARANT, AND ARCHITECTURAL CONTROL COMMITTEE MAKE NO REPRESENTATION OR WARRANTY THAT ANY SYSTEMS OR MEASURES, INCLUDING ANY MECHANISM, DEVICE OR PERSON EMPLOYED TO LIMIT OR RESTRICT ACCESS TO THE PROPERTIES CANNOT BE COMPROMISED OR CIRCUMVENTED; OR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ANY CASE PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND ALL TENANTS, GUESTS AND INVITEES OF ANY OWNER, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION, ITS BOARD, COMMITTEE MEMBERS, THE DECLARANT OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS AND THAT EACH PERSON WITHIN THE PROPERTIES ASSUME ALL RISKS FOR PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY, INCLUDING LOTS AND THE CONTENTS THEREOF, RESULTING FROM ACTS OF THIRD PARTIES.

Section 3.10 Construction Activities. All Owners are hereby placed on notice that Declarant, any affiliate of Declarant, and/or its agents, contractors, subcontractors, licensees and other designees, successors or assignees, may be, from time to time, conducting excavation, construction and other activities within or in proximity to the Properties. By the acceptance of a deed or other conveyance or Mortgage, leasehold, license, easement or other interest, and by using any portion of the Properties, each Owner automatically acknowledges, stipulates and agrees (a) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, under any applicable covenants or at law generally, (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is trespass or otherwise) any property within or in proximity to any portion of the Properties where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (c) Declarant, any affiliate of Declarant, and all of their agents, contractors, subcontractors, licensees and other designees, successors and assignees, shall not be liable but, rather, shall be held harmless, for any and all losses and damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, and (d) any purchase or use of any portion of the Properties has been and will be made with full knowledge of the foregoing.

Section 3.11 Provision of Services. The Association may provide or provide for services and facilities for the Members and their Lots, and shall be authorized to enter into and terminate contracts or agreements with other entities, including Declarant, to provide such services and facilities. The Board may charge use and service fees for any services and facilities provided at