

Section 7.30 Wetlands, Lakes and Other Water Bodies. All wetlands, lakes, ponds and streams within the Properties, if any, shall be aesthetic amenities only and no other use thereof, including, without limitation, fishing, skiing, swimming, boating, playing or use of personal flotation devices, shall be permitted without the prior approval of the Board. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within the Properties. No docks, piers, bridges or other structures shall be constructed on or over any body of water within the Properties, except such as may be constructed by the Declarant or the Association.

Section 7.31 Playground and Recreational Equipment. No jungle gyms, swing sets, basketball hoops and backboards, similar playground equipment, tennis courts or such other recreational equipment shall be erected or installed on any Lot without prior written approval of the Committee in accordance with Article VI hereof. Any mobile basketball hoops or backboards must be stored so as not to be visible from the street when not in use. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user. The Association shall not be held liable to any Person for any claim, damage or injury occurring thereon or related to use thereof.

Section 7.32 Leasing of Lots. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any Person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. Lots may be leased only in their entirety. No fraction or portion may be leased. No transient tenants may be accommodated in a Lot. The Owner must make available to the lessee copies of the Governing Documents. The Board may adopt reasonable rules regulating leasing and subleasing.

## ARTICLE VIII

### INSURANCE

Section 8.1. Association Insurance. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(a) Blanket "all-risk" property insurance for all insurable improvements on the Common Properties and on other portions of the Area of Common Responsibility to the extent that the Association has assumed responsibility for maintenance thereof in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then at a minimum an insurance policy providing fire and extended coverage, including coverage for vandalism and malicious mischief shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of the insured property under current building codes and ordinances;

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the

Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, such policy shall have a limit of at least \$500,000.00 per occurrence with respect to bodily injury, personal injury and property damage;

(c) Workers' compensation insurance and employers liability insurance, if and to the extent required by law;

(d) Directors and officers liability coverage;

(e) Such additional insurance as the Board, in its business judgment, determines advisable.

The insurance coverage under this Section 8.1 shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the assessments made by the Association.

Section 8.2 Individual Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners that each Owner shall carry blanket "all-risk" property insurance on its Lot (s) and structures constructed thereon providing full replacement cost coverage (less a reasonable deductible), unless the Association carries such insurance (which they are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Lot and the Owner. The Association shall have no obligation to verify or insure that an Owner is in compliance with this Section.

Section 8.3 Liability Insurance. The Board may, but shall not be obligated to, require an Owner or Builder to obtain a comprehensive general liability policy prior to the commencement of construction or modification of any improvement for which plans and specifications must be submitted to the Committee for approval under this Declaration. Such policy, if required, shall have a combined single limit of not less than One Hundred Thousand Dollars (\$100,000.00) covering all losses, damages and claims arising out of the original contractor's or Builder's use of, activities on and/or ownership of the Lot, including property damage, bodily injury and death. Such policy, if required, shall also name the original contractor or Builder, as applicable, as the insured party and the Association as an additional insured. In addition, the original contractor or Builder shall obtain, if required by the Board, worker's compensation insurance, if and to the extent required by law; employer's liability insurance; automobile liability insurance covering all motor vehicles owned, hired or used in connection with the original contractor's or Builder's construction activities in the Properties; and builder's risk insurance covering the original contractor's or Builder's activities in the Properties, all in such amounts as are reasonable to the Association.

A certificate evidencing insurance required to be maintained pursuant to this Section 8.3 shall be provided to the Association prior to the commencement of any construction or

modification of an improvement on a Lot, and such insurance shall be maintained in effect so long as the original contractor and/or Builder is engaging in any construction on any Lot within the Properties.

Section 8.4. Damage or Destruction.

(a) Common Properties. In the event of damage to or destruction of any part of the improvements to the Common Properties or other property insured by the Association, the Association shall repair or replace the same from the insurance proceeds available unless Members representing at least seventy-five percent (75%) of the total Class "A" votes in the Association, and the Class "B" Members, if any, decide within sixty (60) days after the loss not to repair or reconstruct. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other assessments made against such Owner. If it is determined in the manner described above that the damage or destruction to the Common Properties shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive landscaped condition consistent with the Community-Wide Standard.

(b) Destruction of Building. In the event that any building constructed on a Lot has burned and is thereafter abandoned for at least thirty (30) days, the owner of the Lot shall cause the burned building to be removed and the Lot cleared, the expense of such removal and clearing to be paid by the Owner. In the event the Owner does not comply with this provision, then the Association may, after ten (10) days written notice to the Owner, cause such burned building to be removed and the Lot cleared and charge the cost thereof to the Owner. In such event, the Association shall not be liable in trespass or for damages, expenses, costs or otherwise to the Owner for such removal and clearing. The Association shall have no obligation to procure insurance to protect against fire or other casualty to any of the Single Family Residences and each Owner is encouraged to procure and maintain such insurance coverage as is deemed prudent or desirable by such Owner.

Section 8.5 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

**ARTICLE IX**

**NO PARTITION**

Except as permitted in this Declaration, the Common Properties shall remain undivided, and no Person shall bring any action seeking judicial partition without the written consent of all Owners and Mortgagees. This Article shall not be construed to prohibit the Board from

acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

## ARTICLE X

### CONDEMNATION

Section 10.1 Condemnation. If any part of the Common Properties shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association and of the Class "B" Member, as long as the Class "B" Member owns any property described on Exhibit "A") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as set forth in this Article.

Section 10.2 Disbursement. If the taking involves a portion of the Common Properties on which improvements have been constructed, then the Association shall restore or replace such improvements on the remaining land included in the Common Properties to the extent available, unless within sixty (60) days after such taking, the Class "B" Member, so long as the Class "B" Member owns any property described in Exhibit "A" of this Declaration, and Members representing at least sixty-seven percent (67%) of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions in Article VIII hereof regarding the disbursement of funds for the repair of casualty damage or destruction shall apply.

If the taking or conveyance does not involve any improvements on the Common Properties or a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

## ARTICLE XI

### COMMON PROPERTIES

Section 11.1 Easements of Enjoyment. Subject to the provisions of Section 11.3 hereof, every member of the Association shall have a right and easement of enjoyment in and to the Common Properties.

Section 11.2 Title to Common Properties. Declarant shall convey ownership of any Common Properties which it owns to the Association which shall be responsible for their operation and maintenance.

Section 11.3. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the Common Properties and Lots, and imposing fines for infractions of such regulations;

(b) The right of the Association to sell and convey the Common Properties, or any part thereof, including the lease of minerals in and to the Common Properties;

(c) The right of the Association to borrow money for the purpose of improving the Common Properties, or any part thereof, and to mortgage the Common Properties, or any part thereof, as security for money borrowed or debts incurred;

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties, or any part thereof, against foreclosure;

(e) Subject to the provisions of Section 3.4 hereof regarding notice and an opportunity to cure, the right of the Association to suspend the voting rights of any Member and to suspend the right of any Owner or Resident to use or enjoy any of the Common Properties for any period during which any assessment against such Owner's Lot remains unpaid, or during which non-compliance with the Governing Documents exists, and otherwise for any period deemed reasonable by the Association for an infraction of the Governing Documents;

(f) The right of the Association to grant easements as to the Common Properties or any part thereof as provided in the Governing Documents;

(g) The right of the Association to otherwise deal with the Common Properties as provided by the Governing Documents;

(h) The right of the Association to enter into agreements with neighboring landowners or municipalities for the maintenance of streets, roadways, medians, landscaping and entryways located either within or outside the Properties; and

(i) The Governing Documents and any other applicable covenants, as they may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessees of such Lot. No lessee shall be permitted to exercise his or her right to the use and enjoyment of the recreational facilities of the Association until and unless the Association receives notice of the lease and such additional information as the Board may require from time to time.

## ARTICLE XII

### EASEMENTS

Section 12.1. Utility Easements. The easements designated as utility easements on the plat for the Properties are reserved for the mutual use and accommodation of all public utilities desiring to use same. Any public utility shall have the right to remove and keep off all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of the easement strips, and any public utility shall, at all times, have the right of egress and ingress to and from and upon such easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or any part of its respective system without the necessity at any time of procuring the permission of anyone.

Section 12.2. Fence/Retaining Wall Easements. The Owner of each Lot (including Declarant, so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed twelve (12) inches in width over all adjoining Lots for the purpose of accommodating any encroachment or protrusion due to engineering errors, errors in original construction, surveying, settlement or shifting of any fence or retaining wall. There shall be easements for the maintenance of said encroachment, protrusion, settling or shifting; provided, however, that in no event shall an easement for encroachment or protrusion be created in favor of any Owner or Owners if said encroachment or protrusion occurred due to willful misconduct of said Owner or Owners. Each of the easements hereinafter referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to each affected Lot and shall pass with each conveyance of said Lot.

Section 12.3 Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article IV hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any Single Family Residence without permission of the Owner except by emergency personnel acting in their official capacities. The easement granted hereunder shall not create an obligation or duty on the part of Declarant or the Association to provide for the safety or security within the Properties.

## ARTICLE XIII

### ADDITIONAL RIGHTS RESERVED TO DECLARANT

Section 13.1 Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred to other Persons; provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in the

Governing Documents. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by the Declarant whose rights are being transferred and duly recorded in the County Clerk Official Records of Tarrant County, Texas.

Section 13.2 Marketing and Sales Activities. Declarant and Builder(s) authorized by Declarant may construct and maintain and carry on upon portions of the Common Properties, or upon Lots owned by Declarant or such Builder, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, sales offices and model Lots. Declarant and authorized Builder(s) shall have easements for access to and use of such facilities.

Section 13.3 Use of Name of Development. No Person shall use the name "Cinnamon Creek Estates" or any derivative of such name in any printed or promotional material without the Declarant's prior written consent. However, Owners within the Association may use the name "Cinnamon Creek Estates" in printed or promotional material where such term is used solely to specify that particular property is located within the Properties and the Association shall be entitled to use the words "Cinnamon Creek Estates" in its name.

Section 13.4 Termination of Rights. The rights contained in this Article shall not terminate until the earlier of (i) thirty (30) years from the date this Declaration is recorded, or (ii) upon recording by the Declarant of a written statement that all sales activity has ceased.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

Section 14.1. Duration. This Declaration and the covenants, restrictions, charges and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every owner of any part of the Properties, including Declarant, and their respective legal representatives, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 2035, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate said covenants and restrictions, in which case this Declaration shall be terminated as specified therein.

Section 14.2. Amendment.

(a) By the Declarant. In addition to the specific amendment rights granted elsewhere in this Declaration, until termination of the Class "B" membership, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination;

(ii) enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) satisfy the requirements of any local, state or federal governmental agency. In addition, after termination of the Class "B" membership, so long as Declarant owns property described in Exhibit "A" for development as part of the Properties, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon a right granted an Owner under this Declaration without such Owner's written consent.

(b) By the Class "A" Members. Except as provided above and otherwise specifically provided in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least fifty-one percent (51%) of the total Class "A" votes in the Association and the consent of the Declarant, so long as the Declarant owns any property subject to this Declaration.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. To be effective, any amendment must be recorded in the County Clerk Official Records of Tarrant County, Texas. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or such Class "B" Member, respectively (or the assignee of such right or privilege).

Section 14.3. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 14.4. Notice. Wherever written notice to a member (or members) is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the



member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether or not received by the addressee.

Section 14.5. Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not be used in construing this Declaration or any part thereof.

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

**JABEZ DEVELOPMENT, L.P.**, a Texas limited partnership

By: **BNMJR, Inc.**, a Texas corporation

Its: General Partner

By: 

B. Nelson Mitchell, Jr., President

**ACKNOWLEDGMENT**

STATE OF TEXAS

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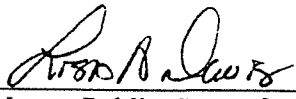
COUNTY OF TARRANT

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This instrument was acknowledged before me on the 14<sup>th</sup> day of ~~June~~<sup>July</sup>, 2008, by B. Nelson Mithchell, Jr., President of BNMJR, Inc., a Texas corporation, General Partner of Jabez Development, L.P., a Texas limited partnership, on behalf of said partnership.



  
Notary Public, State of Texas

**EXHIBIT "A"**

**Property Subject to Declaration**

**EXHIBIT "B"**  
**TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**CINNAMON CREEK ESTATES**

**BYLAWS**  
**OF**  
**CINNAMON CREEK ESTATES HOMEOWNERS**  
**ASSOCIATION, INC.**

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**BYLAWS**  
**OF**  
**CINNAMON CREEK ESTATES**  
**HOMEOWNERS ASSOCIATION, INC.**

**Article I**  
**Name, Principal Office and Definitions**

**Section 1.1. Name.** The name of the Association shall be Cinnamon Creek Estates Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

**Section 1.2. Principal Office.** The principal office of the Association in the State of Texas shall be located in Tarrant County. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require.

**Section 1.3. Definitions.** The words used in these Bylaws shall be given their normal commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Cinnamon Creek Estates (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall otherwise require.

**Article II**  
**Association, Membership, Meetings, Quorum, Voting, Proxies**

**Section 2.1. Membership.** The Association shall have two classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

**Section 2.2. Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Community or as convenient thereto as possible and practical.

**Section 2.3. Annual Meetings.** Annual meetings of the membership shall be set by the Board so as to occur during the second quarter of the Association's fiscal year on a date and at a time set by the Board of Directors.

**Section 2.4. Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least thirty percent (30%) of the total Class "A" votes of the