

Document No. 2022-012735

AMENDED DECLARATION OF COVENANTS

Parties: LAKE MEADOW ESTATES HOMEOWNERS ASSOCIATION
to
PUBLIC

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

On: 11/10/2022 at 01:39 PM

Document Number: 2022-012735
Receipt No.: 2022150628
Amount: \$ 78.00

By: jcollings
Susan Strickland, County Clerk
Van Zandt County, Texas

15 Pages

DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT



STATE OF TEXAS
COUNTY OF VAN ZANDT

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Van Zandt County.

Susan Strickland, County Clerk

Record and Return To:

PAT HAMMOND
551 HERITAGE COURT

CANTON, TX 75103



AMENDED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF LAKE MEADOW ESTATES HOMEOWNERS' ASSOCIATION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF VAN ZANDT

WHEREAS, Lake Meadow Estates Homeowners' Association, a Domestic Non-Profit Corporation, encompassing all that certain real property situated in Van Zandt County, Texas, described as follows, to-wit:

All those certain lots, tracts or parcels of land situated within the corporate limits of the City of Canton, Van Zandt County, Texas, part of the JAMES DOUTHIT SURVEY, Abstract No. 198, Van Zandt County, Texas, and being all of Block 1, Lots 1 through 20; Block 2, Lots 1 through 14; and Block 3, Lots 1 through 10 of LAKE MEADOW ESTATES, according to amended and final plat thereof recorded in Glide 218-A of the Plat Records of Van Zandt County, Texas (the "Properties") and

WHEREAS, Lake Meadow Estates Homeowners' Association, successor of Lake Meadow Joint Venture, a Texas Joint Venture as referred to in Amended Declaration of Covenants, Conditions and Restrictions recorded in Volume 2222, Page 244, Document 3403, Real Property Records of Van Zandt County, Texas, desires to create upon the Properties a residential community with common areas and facilities for the benefit of said community; and

WHEREAS, Lake Meadow Estates Homeowners' Association desires to (1) provide for the preservation of the values and Amenities in said community;(2) provide for the maintenance of the common areas and facilities; and (3) subject the Properties to the covenants, restrictions, easements, charges and liens hereinafter set forth for the benefit of the Properties and the owners thereof; and

WHEREAS, Lake Meadow Estates Homeowners' Association sets forth to require certain Properties subject to certain protective covenants, conditions, restrictions, liens, and charges as set forth in the Declaration of Covenants, Conditions, and Restrictions (the "Declarations") as recorded in Volume 1452, Page 0483 of the Real Records of Van Zandt County, Texas; and

WHEREAS, The Members of Lake Meadow Estates Homeowners' Association wish to amend certain provisions of the Declarations;

NOW, THEREFORE, it is hereby declared by the undersigned being at least 2/3 of all Owners of the Properties as required by Article VII, Section 7.02 of the Declarations, that the Properties shall be held, sold, transferred, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, represented in this Amended Declarations of Covenants, Conditions, and Restrictions, which replaces and supercedes the original Declarations, and are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding on all parties having any right, title, or interest in or to the Properties or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

- 1.01 **ARCHITECTURAL CONTROL COMMITTEE.** Shall mean and refer to the committee by this name appointed by the Board of Directors of the Association.
- 1.02 **ASSOCIATION.** "Association" shall mean and refer to LAKE MEADOW ESTATES HOMEOWNERS' ASSOCIATION, its successors and/or assigns.
- 1.03 **COMMON AREA.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
- 1.04 **LOT.** "Lot" shall refer to all or any portion of the plots or tracts of land shown upon the plat and subdivision map recorded in Glide 217B of the Real Records of Van Zandt County, Texas, on which there is or will be built a single-family dwelling together with any and all improvements that are now or may hereafter be constructed thereon.
- 1.05 **MEMBER.** "Member" shall refer to the person, persons, or entity that holds title to any property in the Association.
- 1.06 **PROPERTIES.** "Properties" shall refer to that certain real property herein above described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.
- 1.07 **OWNER.** "Owner" shall refer to the record owner, whether one or more persons, or entities, of the fee simple title to any Lot or portion of a Lot situated upon the Properties on which there is or will be built a detached single-family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II

HOMEOWNERS ASSOCIATION

2.01 **MEMBER.** Every Owner of a Lot who is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

2.02 **VOTING RIGHTS.** Members shall be all Owners, as defined in Section 1.07 hereof. Members shall be entitled to one (1) vote for each Lot owned. When more than one 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 and advise the secretary of the Association prior to any meeting, but in no event shall more than one vote be cast with respect to any Lot. No owner may assign to any other party the voting right appurtenant to his or her lot. If a property owner owns two contiguous lots as represented on the tax rolls, and only one home is located on both lots, for assessment purposes, it will be considered as one lot and owner will be entitled to one assessment and one vote.

2.03 **DUTIES AND RESPONSIBILITIES.** The Association shall have the following duties and responsibilities in connection with the Properties:

- (a) Preservation and maintenance of the Common Area; and
- (b) Establishing and enforcing rules, and appearance of the Properties for the benefit of the Owners.

ARTICLE III

COMMON AREA

3.01 Every Owner shall have a right to easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject however, to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such rules, regulations and conditions as may be promulgated by the Association.

3.02 No dedication or transfer of all or any part of the Common Area shall be effective unless an instrument signed by two-thirds (2/3) of Members agreeing to such dedication or transfer has been recorded.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

4.01 CREATION OF LIEN: PERSONAL OBLIGATION FOR ASSESSMENT. The Owner of each Lot, by acceptance of a Deed therefore, shall be deemed to covenant and agree to pay to the Association annual assessments or charges, and special assessments, together with such interest thereon and costs of collection therefor (including reasonable attorneys fees) as hereinafter provided, and such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or special assessment is made. It is understood and agreed that the lien granted hereby is given for improvements to the homestead, as the maintenance of the Common Area constitute a portion of each Lot. Each such assessment and special assessment, together with interest hereon and costs of collection therefor, shall also be the personal obligation of the person who was the Owner of the Lot at the time such assessment or special assessment was made. If a property owner owns two contiguous lots, and only one home is built on both lots, for Association purposes and according to the tax rolls, property owner will have one vote and one assessment for both lots.

4.02 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purposes set forth in Article II hereof, including by way of enumeration but not limitation, the payment of professional management fees, liability insurance premiums, legal and accounting fees incurred by the Association, ad valorem taxes and utility costs assessed against the Common Area and for such other purposes as the Association may deem proper and appropriate. Funds for lawn care and maintenance shall be used only for the common areas.

4.03 MAXIMUM ANNUAL ASSESSMENT. The maximum annual assessment to be levied by the Association shall be an amount as determined by a vote of a majority of all Members voting in person or by proxy, at the annual meeting, or duly called for such purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance and setting forth purpose of the meeting. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum amount approved by the Members in accordance with this Section.

4.04 SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized in Section 4.03 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, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related hereto, provided that any such assessment shall have a majority of the votes of all Members who return their vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting setting forth the purposes of such meeting. An attempt will be made

to secure three (3) bids for review for any Special Assessment work to be done. In no case, shall an assessment be based on a single bid.

4.05 UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Homeowners and may be collected on a monthly basis with Board approval.

4.06 COMMENCEMENT AND DUE DATES OF ANNUAL ASSESSMENTS. The Board of Directors shall fix the amount of the annual assessment against each Homeowner at least thirty (30) days in advance of each annual assessment period. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto, but neither the Associations failure to send such notice, nor an Owners failure to receive such notice shall release any owner from his or her obligation to pay assessments. The Board of Directors shall establish the due dates of all assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

4.07 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date thereof until paid at the rate of ten (10%) percent per month until paid in full. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against such Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot. With Board approval, Owner may make six (6) monthly payments and not be subject to the ten percent (10%) fee unless Owner defaults before paid in full, then Owner will be assessed 10% of the full assessment. All payments will be due on the first of each month. In the event a lien for non-payment is placed upon a lot, the lot owner will be responsible for any and all attorney's fees and charges allowed by Texas law.

4.08 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding lien, thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.09 ASSESSMENT LIEN AND FORCLOSURE. The Association shall have the power to subordinate its assessment lien to any other lien. Such power shall be entirely discretionary with the Board of Directors, and such subordination may be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of assessment lien granted hereunder, prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice may be signed by one of the Officers of the Association and shall be recorded in the Van Zandt County Real Property

Records. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration, shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce by the nonjudicial foreclosure of the defaulting Owner's Lot by the Association in like manner as a real property mortgage with the power of sale under Tex. Prop. Code 51.002. (For such purpose, Beth Pace Tiggelaar of Dallas County, Texas is hereby assigned as trustee for the benefit of the Association, with the Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person). The assessment liens and right to the foreclosure thereof shall be in addition to and not in substitution of any other right and remedies the Association may have by law under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, such Owner shall be required to pay the costs, expenses and reasonable attorneys fees incurred. The Association shall have the power to bid (in cash or by credit against the amounts secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any first-lien mortgage securing indebtedness incurred to acquire such Lot, the lien for any assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first lien mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this Section 4.09, the Association shall upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release shall be signed by an officer of the Association.

ARTICLE V

ARCHITECTURAL CONTROL

5.01 ARCHITECTURAL CONTROL COMMITTEE. The Board of Directors shall designate and appoint an Architectural Control Committee consisting of not less than three (3) persons and not more than seven (7) persons, of which committee shall serve at the pleasure of the Board of Directors.

- (a) The Architectural Control Committee shall prepare and, on behalf of the Board of Directors, promulgate guidelines and application procedures. The standards and procedures shall be those of the Association, and Architectural Control Committee shall have sole and full authority to prepare and to amend the standards and

procedures with Board approval. The Architectural Control Committee shall submit yearly to the Board of Directors for approval, including procedures for maintaining compliance and applicable fines.

5.02 APPROVAL OF PLANS AND SPECIFICATIONS. No building, fence wall, retainer wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made without the written approval of the Architectural Control Committee.

- (a) In the event the Architectural Control Committee determines that such plans and specifications have not been approved or are not being complied with, the Architectural Control Committee shall have the right, but not the obligation to (i) enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications, and/or (ii) file such notices in the Real Property Records of Van Zandt County, Texas as may be necessary or appropriate to provide constructive notices to the public of such noncompliance.
- (b) All yard art must be approved by the Architectural Control Committee except for Christmas decorations which may be displayed for a period of forty-five (45) continuous days. All other holiday decorations may be displayed no longer than 14 continuous days.

5.03 FAILURE OF COMMITTEE TO ACT. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to provide written approval or written rejection of such plans and specifications within thirty (30) days following such submission, then approval by the Committee shall not be required, and full compliance with this Article V shall be deemed to have been had.

5.04 APPROVAL NOT A GUARANTEE. No approval of plans and specifications and no publication of design guidelines shall be construed as representing or implying that such plans, specifications, or design guidelines will, if followed, result in property designed improvements. Such approvals and design guidelines shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Association, nor the Architectural Control Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. The purpose of such reviews primarily seeks to conform the aesthetic appearance of development within the Properties.

ARTICLE VI

USE RESTRICTIONS AND EASEMENTS

6.01 **RESIDENTIAL USE.** No Lot shall be used for other than residential purposes, and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the foundation site and driveway for construction, or for furnishing of utility services, and any additional cutting of trees, with the exception of dead, damaged or diseased trees, shall be done only upon written approval of the Architectural Control Committee. Trees that hang over the streets must be trimmed at the Owners expense, at a minimum of twelve (12) feet or to a height dictated by City of Canton regulations so that vehicles can drive under without contact. Dead trees must be removed at the Owners expense, if visible from the street.

6.02 **BUILDING SIZE.** No building shall be erected on any lot other than one single family dwelling. The floor area (that is enclosed for heating and/or air conditioning) of any dwelling shall be no less than 1,900 square feet in the case of a one- story structure. On all one and one-half and two- story structures, the ground floor area shall contain no less than 1,200 square feet, and the total floor area (that is enclosed for heating and/or air conditioning shall be no less than 2,000 square feet. Each dwelling shall have an enclosed garage suitable for parking at least two (2) standard size automobiles.

The floor area (that is enclosed for heating and/or air conditioning) of any dwelling built by an owner, owning two or more contiguous properties, shall be no less than 3,500 square feet. *Outside building/unattached buildings are permitted provided the plans are approved by the Architectural Control Committee and the plans meet the following criteria as a minimum:*

Maximum Sq Footage = 25% of the SF of the heated/cooled area of the primary home, not to exceed 1000 sf.

Minimum Sq Footage = 10% of the heated/cooled area of the primary home, or as approved by the Architectural Control Committee.

Exterior Construction of the building must conform to the same guidelines as stated in Section 6.03, Section 6.04 and Section 6.05. IE, at least 60% brick construction, of which it must be the same brick as the primary home and the building must have 100% composition roof, the same as the primary home. The pitch of the roof will be approved by the ACC on a case- by- case basis.

Doors and exterior entrances must meet the current restrictions in place. Garage type doors, oversized doors roll up and bay doors must not face the street.

Final approval for plans and location of any out- building will be granted by the sole authority of the Architectural Control Committee.

Approval is not guaranteed.

6.03 EXTERIOR CONSTRUCTION. The exterior construction of each dwelling shall be of at least 60% brick, brick veneer, stone, stone veneer, or other materials provided such other materials are approved in writing by the Architectural Control Committee.

6.04 SETBACK LINES. The minimum setback of all residential dwellings shall be thirty (30) feet from the front Lot line, and twenty (20) feet from the rear Lot line. No building shall be nearer than fifteen (15) feet to either side of the Lot line.

6.05 ROOF. The roof on each dwelling erected upon any Lot shall be constructed of such materials as are approved by the Architectural Control Committee. No wood shingles shall be allowed. Ornamental, non-glare, metal roofs may be allowed upon written approval by the Architectural Control Committee. Such approval is not guaranteed. No roof of any dwelling shall have less than a 6/12 pitch.

6.06 SEPTIC SYSTEMS. Each dwelling shall install an aerobic septic system approved by the Architectural Control Committee. All septic systems must be properly maintained, free of noxious odors and be inspected by a certified septic inspector per governmental regulations.

6.07 MAILBOX. All mailboxes shall be affixed to a substantial brick or stone stand permanently placed in the ground. Metal cast mailboxes shall be allowed upon prior approval of the Architectural Control Committee. Each mailbox and supporting stand shall be of a design as approved by the Architectural Control Committee.

6.08 STREET LAMPS. No street- lamp shall be placed on any Lot until the style and location is approved by the Architectural Control Committee.

6.09 FENCES. No fence on any Lot shall extend through the front property line past the front building line. All fences must be either of wood, masonry or ornamental iron or other such material as approved by the Architectural Control Committee. All fences shall be maintained in an attractive manner and in good repair. No fence wall or hedge shall exceed 8 feet in height unless otherwise specifically required by the City of Canton.

6.10 TEMPORARY RESIDENCES AND FACILITIES. No structure of a temporary character, trailer, basement, tent shack, garage, barn, or other outbuilding shall be used on any Lot

at any time as a residence, whether temporarily or permanently, and no used structure of any sort shall be moved onto any Lot. Any garage shall be constructed at the same time as, or subsequent to, the construction of the house it is intended to serve. All improvements shall be completed within six (6) months from the beginning of construction. Facilities used in connection with any sales or construction operations shall be subject to the approval of the Architectural Control Committee. Portable buildings such as tool sheds shall not be permitted on any Lot.

6.11 ANIMALS. No residential Lot shall be used for the purpose of keeping, breeding, or raising any animals for commercial purposes or as a place for keeping horses, mules, cattle, or other animals. The occupants of each residence may keep dogs, cats or other household pets, provided that they are not kept for any commercial purpose. Pets must be kept fenced or on leash. No pets shall be permitted to run at large. Pets that run at large will be subject to a fine by Lake Meadow Estates Homeowners' Association, per incident and/or be reported to the City of Canton Animal Control. Violators will be subject to the maximum fines allowed by law.

6.12 SANITATION AND UNSIGHTLY OBJECTS. All Lots shall be kept clean and free of trash, rubbish, garbage, debris, or other unsightly objects or materials at all times. Trash, garbage, or other wastes shall be disposed of in a sanitary manner and all containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean sanitary condition inside garages, behind decorative fencing, or otherwise hidden from view from the street. At no time shall debris be visible from the street. Violations are subject to a fine from the Lake Meadow Estates Homeowners' Association if the subject of the violation is not corrected within 30 days after receipt of written notice by Lake Meadow Estates Homeowners' Association. If violation is not remedied within this period, homeowner will be subject to a fine approved by the Board of Directors annually.

6.13 GARAGE STORAGE. Any garage being used for storage shall be kept closed at all times, except when in immediate use for ingress and egress. All garages shall have garage doors with automatic electric closers. The garage doors shall face away from the street.

6.14 GARAGE CONVERSIONS. No garage may be converted into a living area of any dwelling unless approved by the Architectural Control Committee and provided a new garage is added to the dwelling along with conversion of the existing garage.

6.15 UNUSED VEHICLES. No unused automobiles or vehicles of any kind shall be stored or parked on any street, Common Area, or on any Lot, except in a closed garage. "Unused vehicle" shall mean and refer to any vehicle, which has not been operated for a period of one (1) week or longer. Streets are not to be used for private parking except by visitors. No auto repairs or maintenance shall be allowed on any Lot or on any street

except in an enclosed area. In no event, may motorized vehicles of any kind be parked on grass or any unpaved area.

6.16 **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon or any condition permitted to exist hereon which may be or become an annoyance, nuisance, or hazard to the health of the neighborhood. No discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to neighbors except alarm devices used exclusively for security purposes.

6.17 **DRIVEWAYS.** All driveways are to be surfaced with concrete or such other equivalent materials as are approved by the Architectural Control Committee.

6.18 **EASEMENTS.** Easements for installation and maintenance of fences, utilities, ingress and egress, and drainage facilities are reserved as shown on the recorded plat of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of fences and utilities, or which may change the direction of flow of drainage channels in the easements or which may hinder or retard the ingress and egress within the easements. The easement area of each Lot and all improvements located therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible, or for which the Association is expressly responsible.

6.19 **BILLBOARDS AND SIGNS.** No billboards, signboards, or advertising displays of any kind shall be installed, maintained, or permitted to remain on any Lot, except one sign containing not more than five (5) square feet of surface area may be displayed in connection with the sale of a house. Garage Sale announcement signage is acceptable for a period of 72 hours per sale. NOTE: Political signage cannot be regulated.

6.20 **HOUSE TRAILERS, ETC.** No house trailer, mobile home, camper, boat, boat trailer, broken down vehicle, tractor, or similar wheeled vehicle shall be stored or parked on any street or Lot except in a closed garage.

6.21 **COMMERCIAL OR TRANSPORT VEHICLES.** No commercial-type vehicles and no trucks shall be stored or parked on any Lot except in a closed garage, nor parked on any residential street except while engaged in delivery to or transport from a residence for a period no longer than 48 hours. For the purpose of this covenant, a one ton or smaller vehicle (commonly known as a pickup truck) shall not be deemed to be a commercial vehicle or truck. No vehicle of any size, which normally transports flammable or explosive cargo, may be kept on the Properties at any time. No unlicensed, motorized go-kart type vehicles shall be allowed in the development.

6.22 AIR CONDITIONING UNITS. No air conditioning apparatus shall be installed on the ground in front of a dwelling nor shall any air conditioning or heating apparatus be attached to any front wall or side wall of any dwelling including any window units.

6.23 OUTSIDE LINES, ANTENNAS, AND SMALL STRUCTURES. Outside clotheslines, aerials, carports, and patio covers shall not be allowed unless approved by the Architectural Control Committee. No more than one radio or television antenna rising no higher than ten (10) feet above the highest point of the roof of any building on each Lot shall be permitted without approval of the Architectural Control Committee. No satellite dish or receiver larger than twenty-four (24") inches in diameter shall be allowed on any Lot. No satellite dish or receiver shall be installed on the ground in front, or on the side of any dwelling nor shall any satellite dish or receiver be attached to the front wall or front roof of any dwelling larger than 10 inches.

6.24 DRILLING AND MINING. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

6.25 STORAGE AND FUEL TANKS. No tanks used for the storage of butane, gasoline, diesel, heating oil, or any other fuel or material shall be allowed above or below ground on any Lot. Tanks used for storage of propane shall not be permitted above ground but shall be permitted below ground provided that the tank and installation of the tank are in full compliance with all City, State, and any other regulatory ordinances and guidelines.

6.26 SUBORDINATION TO MORTGAGES. Breach of any of the conditions and restrictions set forth in this Article VI, or any reversion by reason of such breach, shall not defeat, impair, or render invalid the lien of any mortgage, deed of trust, or other valid encumbrances made in good faith for value as to such affected Lot.

6.27 SWIMMING POOLS. No above-ground swimming pools will be permitted. If an owner has an in-ground pool, owner may be permitted one unattached pool house. Plans for such pool house must be submitted to and approved by the Architectural Control Committee in its sole discretion and must conform to the aesthetic appeal and harmony of the community. No metal building, storage building, shack, camper, trailer, or temporary structure will be permitted for use as a pool house. Pool Houses must comply with any outbuilding regulations regarding conformity with home architecture.

6.28 MINIMUM LANDSCAPE. At a minimum, there shall be sufficient landscaping to hide the foundation line of the dwelling.

6.29 PROPERTY MAINTENANCE: All property owners are responsible for the routine maintenance of their lawns including, but not limited to, regular mowing, edging, weed removal, watering, removing dead trees, plants, replacing dead grass and keeping landscaping well-kept and not to appear overgrown. Trees are to be trimmed of dead branches. Trees are not allowed to hang over the street as to brush the top of cars and trucks and should be trimmed to a minimum of 12 feet above the street. Structures, equipment, or other items on the exterior portions of a residence which have become rusty, dilapidated, or otherwise fallen into disrepair shall be removed.

Violation of the above Restrictions will result in fines and/or liens and expenses imposed by the Association not to exceed the amount allowed by Texas Homeowner Association Law. The fine amounts shall be set and reviewed yearly by the Architectural Control Committee and approved by the Board.

ARTICLE VII

GENERAL PROVISIONS

7.01 DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owners and the Association, their respective heirs, legal representatives, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of (10) years, unless an instrument terminating these covenants and restrictions is signed by the then Owners of sixty-six percent (66%) of the Lots and is recorded prior to the commencement of any ten (10) year period.

7.02 AMENDMENTS. This Declaration may be amended by an instrument signed by not less than sixty-six (66%) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners. Any amendment must be recorded with the County Clerk of Van Zandt County, Texas within sixty (60) days.

7.03 ENFORCEMENT. Any Owner, or the Association, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

7.04 SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no manner affect any other provisions, which shall remain in full force and effect.

7.05 NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed

postpaid, e-mailed, texted or by Association web site to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. For non-compliance, a third letter must be sent by certified mail.

7.06 **ACCEPTANCE BY GRANTEES.** Each Homeowner of a Lot or other real property interest in the Properties, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction, right and powers created or reserved by the Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. All impositions and obligations hereby imposed shall constitute covenants running with the land within the Development and shall bind any person having at any time any interest or estate in the Development and shall insure to the benefit of each Owner in the manner as though the provisions of this declaration were recited and stipulated at length in each and every deed of conveyance.

AT NO TIME SHALL THESE AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS SUPERCEDE ANY STATE OF TEXAS, COUNTY OF VAN ZANDT OR CITY OF CANTON LAWS AND REGULATIONS.

EXECUTED THIS 11th DAY OF November, 2022

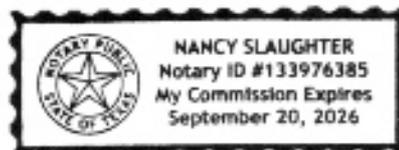
LAKE MEADOW ESTATES HOMEOWNERS' ASSOCIATION



Lee Hunt, President

State of Texas

County of Van Zandt



Notary Public, State of Texas