

2014

TENTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RETREAT

RECITALS

A. Double Diamond, Inc., a Texas corporation ("Declarant") is the owner and developer of that certain real property located in Johnson County, Texas, which property is more fully described in Exhibit "A" (the "Property").

B. It is the intention and desire of Declarant to develop the Property as a residential community with recreational facilities to be known as the "The Retreat." In furtherance thereof, Declarant will cause one or more plats of subdivided portions of the Property to be recorded in the Plat Records of Johnson County, Texas (each subdivided lot of any such plat hereinafter referred to as a "Lot," whether improved or unimproved). Residential dwellings within the Property will be of different styles, including detached residences, homes with one or more common walls, condominiums, townhomes, patio homes or other types of homes; all of which shall be developed and maintained as part of a residential development of superior quality, architectural design and condition. The Property will contain such roads, common areas, green belts, lakes, trails, ponds and parks as Declarant shall, in its sole discretion, determine desirable or appropriate (the "Common Areas") and will contain recreational facilities such as golf courses, pro-shops, restaurants, tennis courts, swimming pools, club houses, recreational centers, fitness centers, spas and other recreational facilities, as Declarant, in its sole discretion (and without obligation hereunder), deems desirable or appropriate (the "Recreational Facilities").

C. Declarant desires to assure high quality standards for the enjoyment of the Property by any owner of a Lot ("Owner"), and to promote the recreational interest, health, safety, and social welfare of each Owner. To provide for the preservation, enhancement, and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner.

D. In order to carry out a general and uniform plan for the maintenance and preservation of the Property (including, but not limited to preserving the natural beauty of the Property; minimizing the erection of unsuitable structures and encouraging harmonious architectural schemes), Declarant created the Retreat Property Owners Association, Inc. ("the Association"), a Texas non-profit association, to manage and fund maintenance of the Recreational Facilities and to maintain the Common Areas in the Property. The Association has the power and duty to administer and enforce the easements, covenants, conditions, restrictions, and limitations hereinafter set forth and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property, and such additional property as may be added hereto by Declarant by supplement or amendment hereto, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, limitations and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof, provided; however, Declarant reserves the continuing, unqualified and exclusive right to alter, modify or amend this Declaration or any provisions hereof where in its sole and absolute discretion and opinion it is proper and necessary to do so.

I. PROPERTY OWNERS ASSOCIATION

(1) Each and every Owner shall become a member of the Association and membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Use of the roads and common areas in the Property shall be limited to the Owners (and their children under 21 years of age, children under age 24 who are actively enrolled as a full-time student at a college or university, and their accompanied guests) and the Declarant (and its guests or invitees). Each Owner (and the additional

parties described hereinabove) is entitled to all rights, privileges and uses of the Common Areas at no cost, provided all fees, fines and dues payable to the Association are current, and to the use of the Recreational Facilities upon such terms and conditions as are set forth by Declarant from time to time.

(2) The Association shall have the right and authority to: (i) issue rules and regulations applicable to the Common Areas; (ii) collect maintenance fees, late charges, fines, interest (at the highest permitted lawful rate) and all other costs and expenses permitted by law; (iii) implement a process involving lien rights, fines and remedies to better secure the appropriate observance of these restrictive covenants and the rules and regulations of the Association; and (iv) exercise such other rights granted it under, and in accordance with, the Articles of Incorporation and Bylaws of the Association or elsewhere.

II. ARCHITECTURAL CONTROL COMMITTEE

(1) Declarant has established (i) design and construction standards for all construction, improvements and landscaping in the Property, including minimal requirements for aesthetic compatibility of the landscaping and the exterior design and color scheme of all structures on the Property and (ii) uniform procedures for the receipt of permit applications, permit issuance and inspection by the Association. An Owner will be required to obtain a copy of these standards before beginning any construction or improvement on a Lot and shall be required to deliver a copy thereto to his or her architect, designer and/or contractor. Each Owner shall comply with these standards in addition to all requirements of any applicable State, County, or municipal construction codes and standards.

(2) The Board of Directors of the Association shall appoint an Architectural Control Committee ("Committee"), composed of three (3) or more individuals. The Committee shall function as the representative of the Association to provide for and assist in maintenance, preservation and architectural control of improvements to the Property. A majority of the Committee may designate a representative to act for it.

(3) No improvement or structure of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan (showing the location of such improvements on the Lot) have been submitted to and approved by the Committee. In addition, the Committee may require an Owner to provide evidence of financial ability to complete the proposed improvements.

(4) The Committee shall review applications for proposed improvements in order to ensure (i) conformity of the proposed improvements with the covenants, conditions and restrictions contained in this Declaration and (ii) harmony of external design thereof in relation to surrounding structures and topography. The Committee shall not have the power or authority to grant variances from any of the terms, conditions and restrictions set forth in this Declaration without the prior written consent of the Board of Directors of the Association and the Declarant. If an application is rejected by the Committee, whether for specific reason(s), for failure to provide sufficient information, or any other reason(s), the Committee will detail the reasons for rejection to assist the applicant to remedy the deficiencies.

(5) If the Committee fails to approve or reject an application for proposed improvements within forty-five (45) days after actual receipt of an administratively complete application by the Committee, then Committee approval shall be presumed, and the applicant shall be deemed to have fully complied with this Article II. Notwithstanding the foregoing, no such failure to approve or reject shall be deemed an approval of any plans which vary from or conflict with any of the terms, conditions and restrictions set forth in this Declaration.

III. RESTRICTIONS

(1) A Lot shall not be owned by more than (i) two single persons, (ii) one married couple, or (iii) an entity that has more than one owner, shareholder, partner, or beneficiary, the effect of which would be to give the benefits of ownership of a Lot to one or more persons. Two single persons may own a Lot only if they irrevocably designate to the Association in writing the single person who will be considered the Owner for the purposes of this Declaration. The other single person will be eligible for club membership at an additional cost which will accord full club privileges. An entity having one or more owners, shareholders, partners or beneficiaries may own a Lot only if it irrevocably designates to the Association in writing the single person or married couple who will be Owners of the Lot for purposes of this Declaration.

Until such designation identifying the person(s) to be Owners of its Lot, no one may exercise any privileges of ownership associated with such Lot. A Lot shall not be permanently occupied by more than (i) two single person(s) with or without children or (ii) one married couple with or without children.

(2) All Lots shall be used for single-family residential purposes only and no other structures or uses shall be permitted except on such Lots as have been, or may be, designated by the Declarant for use as multi-family dwellings, educational facilities, Recreational Facilities, Common Areas, roads or commercial areas or as may otherwise be required for the development of the Property. Declarant reserves unto itself and its assignees the continuing and unqualified sole and exclusive right to develop, build and market multi-dwelling residences for sale as condominiums.

(3) No commercial activity or use shall be conducted on or from any Lot not designated as a commercial area on a recorded subdivision plat; provided, however, that the sale or resale of Lots, the use of Lots for drill sites or the use of Lots for utility services shall not be considered to be commercial activity. Furthermore, the charging and collecting of golf cart rentals, locker rentals, green fees, and the operation of golf and tennis pro shops, spas, fitness centers, restaurants, grills and other food and beverage facilities, as well as other related activities, shall be expressly permitted within the Recreational Facilities and shall not be deemed to be a violation of the terms of this section. Any areas designated for commercial use are restricted to retail services and convenience uses including the following: retail, grocery, day care, clothing, banking or financial institutions, sporting goods sales and gasoline sales. Other commercial uses may be permitted by the Declarant which do not detract from the quality of the Property.

(4) No Lot may be resubdivided in any fashion except (i) any person owning two or more adjoining Lots may consolidate such Lots into one building site, with the right of constructing improvements as otherwise permitted in this Declaration and (ii) a lot may be subdivided into a maximum of two (2) parcels, with the express prior written consent of the Committee, provided there exists a buyer for the remaining portion of the divided parcel and a Lot contiguous thereto. Consolidation of lots as provided herein shall not affect the manner in which maintenance fees are assessed, except, the Owners of the divided parcel shall pay a pro rata portion of the maintenance fee for the divided parcel. Declarant or an Owner may file correction deeds or other similar corrective instruments to correct any surveying errors and to accurately describe a Lot, and any such corrective action shall not be deemed a violation of this section.

(5) Each single family residential dwelling constructed shall contain a minimum square feet of heated/cooled floor space in accordance with the specifications in Appendix AA@ attached hereto. The minimum square footage in each case shall be exclusive of all porches, patios, carports, garages or breezeways attached to the main dwelling. All residential dwellings must meet the following criteria:

- (i) No residential dwelling or structure on any Lot or Garden Home Pad Site shall exceed two (2) stories in height above the highest natural ground level abutting such improvements. A "basement" level is permitted so long as the height restriction herein provided is not exceeded. A finished attic space shall not be considered an additional story, however, such finished attic space shall not contain any deck, balcony, oversized window(s) or exterior exits that extend past the footprint of the foundation or face the front and/or sides of the dwelling. Residential dwellings on designated Log Home Lots or Log Cabin Pad Sites must be constructed of logs and materials from a Committee approved supplier and finished in compliance with existing Committee standards for sealing, staining, and underskirting (defined as material visible from the bottom of the logs to grade).
- (ii) All residential dwellings shall have at least a 8:12 roof pitch, except for porch covers with a span less than eight (8') feet. Cases where the architectural design calls for a roof pitch of less than 8:12 will be reviewed by the ACC on a case-by-case basis and approved only if the design utilizes premium non-composite roofing materials such as tile or slate. Log Home Lot residential dwellings shall have metal roofs constructed in compliance with Committee-adopted standards as to material and specifications.

- (iii) All paint and color schemes must conform to the centralized color theme for the development as set forth and approved by the Declarant.
- (iv) No building shall be constructed or permitted to exist on any Lot unless at least seventy-five percent (75%) of the total exterior other than windows, doors and glassed areas, consists of masonry construction of brick, Palo Pinto sandstone, ledgerstone, fieldstone or native types of stone veneer. Up to forty percent (40%) of the masonry construction may be comprised of stucco, however, imitation stucco products such as "Dryvit" or EIFS systems are not permitted. Synthetic stone may be included in the masonry construction, subject, however, to prior approval by the Committee. Residential dwellings on designated Log Home Lots must have a minimum twenty-five percent (25%) masonry construction but may not have in excess of thirty percent (30%) masonry construction (use of brick prohibited).
- (v) Any chimney visible from the street shall have an exterior finish of brick, stone or other approved masonry material. All gutters and downspouts on structures shall be the same color as the exterior siding materials or a comparable contrast harmonious with the centralized color theme of the development.
- (vi) A minimum of three percent (3%) of construction costs shall consist of architectural enhancement of the dwelling's facade. Examples of approved enhancements are leaded glass, cast stone, decorative lighting, contrasting brick or stone, dormers, awnings, custom doors and woodwork. The foregoing list is by way of example and is not intended to be an exhaustive list, however, the Committee reserves sole and absolute discretion in determining the enhancements which satisfy this requirement.
- (vii) Any and all retaining walls shall be constructed out of Palo Pinto sandstone in the same color and pattern as the theme of the development.

(6) All residential dwellings, with the exception of Garden Home Pad Sites, must have at least a two car garage. No garage may exceed twelve (12') feet in height from ground level to the top of the ceiling joists. With the exception of Garden Home Pad Sites, front entry garages are not allowed unless they are detached and set behind the main dwelling. Garages located on a corner lot may not face any street. Garages or other approved outbuildings which may be detached from the main dwellings are specifically required to conform to the construction requirements of paragraph 5. On designated Log Home Lots, residences in use for more than One Hundred Eighty (180) days per year must have a garage. Residences without garages must construct a Committee approved storage building within twelve (12) months of completion of the main residence. Storage buildings on such lots must be 8ft. by 10 ft., have a concrete slab and have a plate height of eight feet (8') and may not exceed twelve feet (12') in total height. Storage buildings will not be required on Log Home Lots with garages Three Hundred (300) square feet or larger. Storage buildings on Log Cabin Pad Sites or Garden Home sites, if desired, must fit completely within the Pad Site. Designated Garden Home sites must have at a minimum an attached one-car garage with clear stained wood door at least ten feet in width. Double depth garages are permitted on designated Garden Home sites

(7) (a) An Owner shall grade the Lot in a manner which insures proper drainage and remove all debris from the Lot before a certificate of occupancy will be issued by the Committee. Within ninety (90) days of completion of the exterior of a residential dwelling on a Lot, the Owner shall landscape and cover the soil with mulch, grass, vegetation and/or shrubbery of a monetary cost equal to three percent (3%) of the construction cost of the building. In addition to the foregoing landscaping requirement, the Owner shall (a) cause to be planted in the front yard, a minimum of two (2) hardwood trees, at least three (3) inches in diameter, and (b) professionally install an in-ground irrigation system of a size and type

sufficient to adequately supply irrigation to the front and side yards and any area visible from the street, Common Areas or the Golf Course. The cost of hardwood trees and in-ground irrigation system is in addition to and is not to be considered a part of the three percent (3%) landscaping requirement. If two (2) or more hardwood trees already exist in the front yard, the Owner will not be required to plant any additional hardwood trees. The design and location of all exterior lighting fixtures, including seasonal decorative lighting, shall be subject to the approval of the Committee.

(b) On designated Garden Home sites, an Owner has the option to landscape or xeriscape from the front boundary of the pad site to the road, however Developer retains all access right to any easements or right of way. Any landscaping outside the boundary of the pad site is at Owner's sole risk and expense and Owner assumes the risk of damage to any landscaping incurred while Developer is exercising its access rights for repairs, maintenance or other purposes. Clearing or trimming of trees in the common areas by the Owner must obtain prior written approval from the Developer and the Committee.

(8) All improvements must be constructed "on-site" and all construction must be of new materials, except stone, brick, inside structural material or other materials used for decorative effect, provided, such use is approved in writing by the Committee. On designated Log Home Lots specific locations for all site built improvements will be designated by the Committee and provided as a design criterion. On designated Garden Home Pad Sites, the residential dwelling and any improvements must fit completely within the Pad Site.

(9) With prior written approval of the Committee, detached garages, dog houses, gazebos, swimming pools and storage buildings may be constructed on a Lot, subject, however, to (a) the masonry, color and roof pitch requirements of Article III, paragraph (5) of this Declaration, (ii) the restrictions of Article III, paragraph (8) of this Declaration, where applicable, (iii) the setback requirements of Article III, paragraph (11) and (iv) only if a residential dwelling is located on such Lot or is under construction thereon. Swimming pools must be in-ground and enclosed by a fence, subject, however to the restrictions of Article III, paragraph (10) of this Declaration. Garages, gazebos and approved storage buildings must maintain harmony of external design with the principal residence, have a concrete slab foundation, and be constructed of roofing and siding materials that match the principal residence as closely as possible. Storage buildings may not exceed ten (10') feet by twelve (12') and be no more than twelve (12') feet high from ground level to the top of the ceiling joists. No more than one storage building may be constructed on a Lot. Carports are not allowed on any Lot. Overhead doors on approved storage buildings or similar structures are strictly prohibited.

(10) Fences may be constructed on a Lot only with prior written approval of the Committee, may not create a safety hazard or create a sight-line hazard at any street intersection and may not be closer to the front Lot line than the front of the residential dwelling. Chain link, cable or wire fences or other similar type fences are prohibited. All fences shall be of a design and color that is compatible with the overall design and theme of the development. Privacy enclosures to screen personal items are only permitted (i) on the rear portion of a Lot containing a residential dwelling, provided the privacy screen is not more than seven (7') feet high, encloses an area no greater than three hundred (300) square feet and is attached to a residential dwelling, or (ii) with consent of the Committee because a Lot abuts a Recreational Facility other than a golf course or because the fence may unreasonably affect an adjoining Property owner's view. On designated Log Home Lots, privacy fences to enclose personal items may be 10ft. by 10 ft. and must be located at the rear of the lot. On designated Garden Home sites, privacy enclosures must be on the rear portion of the pad site and contiguous with the residential dwelling. Personal items permitted on Log Home Lot porches are limited to patio furniture, plants, and an outdoor grill (side porches only). All fences erected on Lots that abut a lake or golf course shall be of a uniform design and must be constructed in accordance with the specific standards required by the Committee. All fences shall be completed within three (3) months from the commencement date thereof. Missing boards on wood fences must be replaced within fourteen (14) days of receiving notice from the Association. Any fence leaning more than ten (10) degrees from perpendicular must be repaired, replaced or removed within sixty (60) days of receiving notice from the Association. Leaning fences may be temporarily repaired with braces which shall only be used on the inside of the fence on the owner's property. No braces may be used on the outside of a fence or on the public right-of-way. "Temporary" shall be for a period not to exceed two (2) weeks from the date of the above notice.

(11) No improvements shall be constructed on a Lot within thirty (30') feet of the front lot lines, within thirty (30') feet of the rear lot lines (unless the rear lot line abuts a golf course, in such event, within forty (40') feet of the rear lot line), and within ten (10') feet of the side lot lines (unless the side lot line abuts a street or other right-of-way, in such event, within fifteen (15') feet of the side lot line), unless otherwise indicated on a subdivision plat of a portion of the Property, duly recorded and filed in the Plat Records of Johnson County, Texas. On designated Log Home Lots, no improvements shall be constructed within twenty-five feet (25') of the front lot lines, within fifteen feet (15') of the rear lot lines, and within five feet (5') of the side lot line. Notwithstanding the above, fences may be constructed on the lot lines. No improvements shall be constructed within ten (10') feet of any power lines on any Lot. Notwithstanding the foregoing, with respect to those lots in the Subdivision affected by the Gulf Refining Company right of way easement, as the same is shown on the Plat of the Retreat Subdivision recorded in Johnson County, Texas, no improvements shall be constructed on any such lots within the boundaries of such easement. Within a designated Garden Home Village, there is a fifty foot (50') setback from the edge of the Lot comprising the designated phase and any Log Cabin Pad Site.

(12) Any improvement (other than fences) commenced upon a Lot shall be completed within eight (8) months from the commencement date thereof. Residential dwellings on designated Log Home Lots must be completed within six (6) months from the commencement thereof. No building materials of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or between the curb and property line.

(13) An Owner of a Lot shall not change or otherwise alter the appearance of any portion of the exterior of a residential dwelling or other improvements on a Lot, unless such decoration, change or alteration is first approved, in writing, by the Committee, as provided in Article II, hereof.

(14) Concrete driveways shall be required on improved Lots. The width of the driveway shall be subject to approval by the Committee. The minimum acceptable width shall be fourteen (14') feet. On lots designated as "Log Home Lots" the width of the driveway shall be sixteen feet (16'). On designated Garden Home sites the minimum acceptable width is ten (10) feet. A sidewalk in a size, shape and material approved by the Committee shall be constructed connecting the front entrance of the residential dwelling to the driveway. Culverts in a size, design and material approved by the Committee are required for all driveways.

(15) Sewage collection and disposal is provided by a central sewer system servicing all Lots. No outside toilet, individual septic system or privy shall be erected or maintained on any Lot. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central sewer system.

(16) Potable water is supplied by a central water system serving all Lots. No individual wells may be drilled on any Lot for any purpose. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central water system.

(17) An Owner of a Lot abutting or adjacent to a lake or the golf course shall not place any fence or other improvements (other than the dwelling) which is visible from the lake or the golf course without the prior written approval of the Committee. No Owner of any Lot shall extend any pipes or other devices from the Lot to a lake or golf course for the purposes of extracting water or discharging fluids. No garage, permitted outbuilding or similar structure will have an opening or aperture which is visible from the golf course.

(18) An Owner of a Lot abutting or adjacent to golf course fairways or greens (and their guests), shall be obligated to refrain from any actions that unreasonably disturb play, or the enjoyment of the golf course, by members and guests thereof, including, without limitation, retail sales or solicitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. Radios, tape or record players, telephone, horns or bells shall not be operated in an unreasonably loud manner on any portion of the Property located within a distance of one hundred (100) feet from the boundary of the golf course.

(19) No recreational vehicle, bus or other vehicle, boat, trailer, tent, shack, barn, tree house, approved storage building or other out-building shall be used on any Lot at any time as a residence, either temporary or permanent.

(20) There is reserved for Declarant, the Association, and their assigns, a ten (10') foot wide utility and drainage easement along the front and rear lot lines of each Lot and a five (5') foot utility and drainage easement along the side lot lines of each Lot (unless otherwise designated on a recorded subdivision plat) for the installation and maintenance of utilities, irrigation transfer, petroleum collection, and drainage facilities. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the flow of water through drainage channels in such easements. No utility company or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of an Owner situated within any such easement. The easement area of each Lot shall be maintained by the Owner thereof except for those improvements for which a public authority or utility company assumes responsibility.

(21) Central mail receipt facilities shall be installed by the U.S. Post Office or the Association of such size, color and design as the Post Office and/or Association deem appropriate. No individual mailboxes shall be permitted on any Lot.

(22) No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other Owners, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood, including Common Areas, other homesites, easement areas or residences. Without limiting the generality of the foregoing provision, devices emitting excessive noise, noisy or smoky vehicles, and devices which interfere with television or radio reception of any Owner shall be considered offensive. Nor shall there be maintained any plants, poultry, animals or device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof.

(23) Each lot shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth properly controlled. No junk, debris materials of any kind shall be stored on a Lot other than in an approved enclosed structure, which shall be attached to the principal dwelling or in a manner that is visible from any other Lot, Common Area, street, easement or amenity area. Firewood and bicycles may be stored in rear yards only, provided they are not visible from any golf course, Common Area, easement, street or amenity area. No trash or refuse shall be allowed to accumulate and remain upon any Lot. Trash shall be kept only in sanitary containers with lids or covers, located on the rear of the Lot in appropriate areas screened or concealed from public view and shall be of such construction so as to prevent intrusion by animals. Propane tanks are permitted only if enclosed and not visible to the public. In the event any lot is not properly maintained, or cleaned up within thirty (30) days after receipt of written notice of a violation hereunder, the Association may clean up such lot or hire outside services to do so and charge the lot owner for such services. Unpaid fees shall become a charge and lien upon such lot. Within phase(s) designated as a Garden Home Village, all maintenance and upkeep of the common areas located outside of a Garden Home Pad Site will be performed by the Association. Owners are prohibited from maintaining or improving any common areas within a designated Garden Home Village without prior written approval of the Developer and the Committee.

(24) No farm animals will be allowed within the Property. Household pets shall be permitted on any Lot improved with a permanent dwelling provided they are not kept, bred or maintained for commercial purposes. No more than a total of three (3) household pets may be permanently kept at any residence. Household pet is defined as a domestic animal or pet commonly kept as a pet, which can be purchased in the average local pet store. No pet shall be allowed to roam free. Owners are responsible for removal and proper disposal of their pet feces from the Lot, adjoining lots, the Common Areas and the Recreational Facilities. When out-of-doors, pets must be either (i) fenced in, (ii) kept in a humane enclosure, approved by the Committee, or (iii) kept on a leash. No pet shall be kept within the Property which creates a public nuisance and any such pet determined by the Association to be such a nuisance shall be removed therefrom within five (5) days of the date the owner thereof is notified in writing of that decision..

(25) No ground fires shall be built or maintained on any Lot. Burning of trash within the Property is prohibited. Patio fireplaces and fire pits are allowed only with prior written approval of the Committee.

(26) No camping shall be permitted within the Property .

(27) No signs, advertising devices of any character, or ornaments shall be erected, posted or displayed upon, in or about any lot or dwelling by anyone including, but not limited to, the Owner, a realtor, a contractor or subcontractor, (i) prior to the issuance of a Permit (as hereinafter defined), (ii) anywhere other than the exact location described in the Permit, or (iii) on a Lot without a residence (or a residence under construction). General contractor's signs and residential "for sale" sign shall be permitted on improved Lots provided they are (i) professionally prepared, (ii) not larger than 24" by 36" in size, (iii) staked to the ground, and (iv) in compliance with all rules and regulations of the Association as may from time-to-time be promulgated for issuance of a sign permit (a "Permit"). A sign permitted by the Committee may remain on a Lot for a period of six (6) months from the date of issuance of the Permit. The Association shall have the right, without the prior consent of the Lot Owner or the owner and/or provider of the sign, to remove any sign on any Lot if (a) no Permit has been issued, (b) an issued Permit has expired or (c) the sign has become mutilated, damaged or disfigured so as to become unsightly. The Association shall have no liability to the Lot Owner or the owner and/or provider of the Sign for damages to the sign or damages arising from the removal of the sign. Under no circumstances and in no event will any sign be permitted on the rear of lots abutting the golf course. A public bulletin board shall be provided for posting lost and founds, garage sales and other items of community interest.

(28) Discharging of firearms or fireworks within the Property is prohibited.

(29) Hunting and fishing within the Property is prohibited. The lakes within the Property are not designed for fishing, boating, swimming or bathing purposes and the same is prohibited. No water may be withdrawn from any lake for any reason.

(30) All television, radio or other antennae shall be located within the interior of a dwelling. Satellite dishes or similar transmitting or receiving devices will not be permitted within the Property; provided, however, satellite dishes not exceeding one (1) meter in diameter may be attached to a dwelling if approved in writing by the Committee, subject only to valid safety restrictions and reasonable restrictions for screening and location. Electric meters and air conditioner units shall be screened from view. No lawn furniture shall be maintained in the front or side yards of any lot except if shielded by landscaping, an approved wall or as otherwise expressly approved by the Committee. No lawn ornaments shall be permitted on any lot, unless (i) such item is placed within a backyard completely enclosed by a fence which blocks the view of the item at ground level, and (ii) such item is no taller than the fence. No play equipment, including, without limitation, swing sets, jungle gyms, and or other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling or otherwise installed on any Lot except if shielded from view from the street or the golf course and placed in such a manner as to not constitute a nuisance to adjoining Owners. Basketball goals may be installed only if approved in writing by the ACC and must be institutional style goals, professionally installed, in ground, and adjacent to the rear end of the Lot's concrete driveway. Basketball goals or hoops attached to the Lot's dwelling are prohibited. Each proposed basketball goal will be reviewed by the ACC on a case by case basis. Bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot. No clotheslines or drying yards shall be located within the Property.

(31) Seasonal holiday lighting and/or decorations on a Lot may not be used or placed in a manner which, in the Association's sole and absolute discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations within the interior of a dwelling that are not displayed in a window, lights and decorations that are erected or displayed on a Lot in commemoration or celebration of publicly observed holidays may not be displayed more than four (4) weeks in advance of that specific holiday and must be removed within fourteen (14) days after the holiday has ended.

(32) Parking on the streets within the Property by Owners or their guests and invitees is prohibited (other than occasional periods of less than four (4) hours). Parking on Retreat Boulevard and Retreat Clubhouse Boulevard is strictly prohibited for any time period. All vehicles must be parked in a garage or on the driveway of a Lot; provided, however, that neither the driveway, nor front or back yards of Lots shall be used to park or store vehicles having commercial registration or displaying commercial information, vehicles without a current and valid registration, trucks in excess of one (1) ton, damaged,

wrecked or inoperable cars, buses, machinery, equipment, trailers in excess of fourteen (14) feet, boat trailers, campers, vans, horse trailers, recreation vehicles, boats, personal watercraft, and/or airplanes. Lumber, supplies or other materials may not be stored on a lot (temporarily or permanently). Notwithstanding the above, passenger vans, boats, personal watercraft and passenger vehicles may be stored in a completely enclosed garage which complies with the provisions of Article III paragraph 9 of this Declaration. This covenant does not preclude an Owner from performing minor repairs upon such vehicles owned by him or her located in his or her driveway for not more than two (2) consecutive days, nor shall this covenant preclude the temporary parking of such vehicles on any such Lot by invited guests and visitors of an Owner for period not exceeding two (2) days. Gravel driveways and parking areas are strictly prohibited.

(33) All posted traffic signs within the Property must be obeyed. Violations of any posted traffic signs will subject violators to a fine in an amount commensurate with the severity of the offense.

(34) Personal entrances from any road outside the boundaries of the Property to any Lot are prohibited. Perimeter fences may not be cut or removed by any party except by Declarant or the Association.

(35) The lease or rental of an improved Lot shall not be considered to be a violation of this Declaration provided that the lease (i) is for not less than the entire Lot and all the improvements thereon, (ii) is for a term of at least six (6) months, (iii) not occupied by more than two (2) single people or six (6) people if they are members of the same family and (iv) is otherwise in compliance with the Association's rules and regulations. Any lease agreement between an Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provision of this Declaration, Articles of Incorporation, Bylaws and rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Association with copies of such lease. The Association may evict tenants upon reasonable notice for a major violation or repeated minor violations of the provisions of the Bylaws, the Association's rules and regulations, this Declaration or of any other document or instrument governing the Property. Lessees shall have the right to use the Common Areas only after their application for such privilege is approved by the Association. Any lessee, approved by the Association, shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder, including without limitation, payment of any and all applicable fines or fees. The Owner shall be jointly and severally liable with the tenant to pay for any claim for injury or damage to persons or Property caused by any action or omission, including, without limitation, the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association, whether before or after the date of such lease.

(36) No oil or mineral drilling, refining, storage, quarrying or mining operations of any kind shall be permitted on any Lot.

(37) Any dwelling or permitted outbuilding on any Lot which may be destroyed in whole or part by fire, windstorm or for any other cause or act of God, must be rebuilt in accordance with the requirements of this Declaration, to specifically include but not limited to paragraph 5, or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall debris remain longer than six (6) months. Should a Owner not conform to this provision, the Association is entitled to accomplish necessary repairs, reconstruction or clean-up according to its best judgement, and levy an assessment upon the Owner for any and all costs or repair, reconstruction or clean-up.

(38) Any rain barrel or rainwater harvesting device must not be visible from the street, common areas, another lot, or any golf course and (i) be located within the fenced yard of the property or (ii) enclosed within a privacy fence on the rear half of the property. All such devices must be of a neutral color consistent with the color scheme of the property owner's home.

(39) Solar panels are permitted in the subdivision provided the owner has submitted a written application for their use and it has been approved by the ACC. Solar energy devices must be (i) located on the rear roof of the property owner's residence or (ii) located within a fenced yard or patio and out of view. Roof-mounted solar energy devices must conform to the slope of the roof and the top edge must be

parallel to the roofline. Solar energy devices located within a fenced yard or patio must not be taller than the top of the fence line enclosing them.

(40)(a) Any property owner displaying a flag of the United States of America must do so in accordance with 4 U.S.C. Sections 5-10 (the United States Flag Code). Any property owner displaying a flag of the State of Texas must do so in accordance with Chapter 3100 of the Texas Government Code.

(b) Property owners are limited to displaying a maximum of two (2) flags at a time. Flag poles may not exceed twenty (20) feet in height. No more than one flag pole may be located on a residential lot and any external halyards must have noise dampening devices installed. Displayed flags may not exceed 4' by 6' and shall be in good condition with no rips or tears. Faded flags will not be tolerated and must be removed or replaced. Any lighting or illumination device must comply with all state and local ordinances and not create a nuisance to neighboring properties.

(41) Shingles designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, or provide solar generation capabilities must (i) resemble the shingles used or otherwise authorized for use in the subdivision; (ii) match the aesthetics of the property surrounding the owner's property.

IV. COMPLIANCE WITH PROVISIONS OF DECLARATION, BYLAWS AND RULES AND REGULATIONS

(1) Each Owner shall comply strictly with the provisions of these Covenants and Restrictions, the Declarations, the Bylaws and the rules, regulations and decisions of the Association, adopted pursuant thereto and as the same may be amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for (i) imposing fines, (ii) suspending voting rights or rights to use Common Areas and Recreational Facilities or (iii) an action to recover sums due for damages or injunctive relief or both, and for reimbursement of all costs and attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate. Enforcement of these covenants and restrictions may be by any person or persons owning a Lot, by the Association or the Committee (through any of its members) or by the Declarant, against any person or persons violating or attempting to violate any covenant or restriction herein contained. Failure of the Association, Committee, Declarant, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter.

(2) The Association may levy a fine in an amount commensurate with the severity of the offense, as determined by the Association in its sole and absolute discretion, against any Owner who is determined by the Association to be in violation of any of these restrictive covenants. The Owner shall be notified in writing of the determination of the Association and the nature of the violation and shall be given ten (10) days from date of notification within which to correct such violation(s) or establish to the Committee's satisfaction that no violation exists. If the violation is not corrected within said ten (10) day period, the fine shall be assessed against the Owner beginning with the date of notification and shall accrue until such correction. The imposition of a fine may result in a lien against the Lot and/or suspension of rights to use the Common Areas and/or Recreational Facilities .

(3) Each and every Owner covenants and promises to pay to the Association, when due, any and all dues, fines, charges and fees assessed by the Association. Any dues, fines, charges and/or fees not paid within fifteen (15) days of their due date shall be in default and shall be subject to a late fee of ten dollars (\$10.00) or such other or additional amounts as may be set by the Association and permitted by applicable law. Each and every Owner covenants and agrees that the Association and its successors and assigns shall have a lien upon their Lot(s) to secure the payment of any dues and fees and any reasonable court costs and attorneys' fees incurred in connection with the collection of same, and such lien shall be evidenced by the filing of a statement by the Association in the Public Records of Johnson County, Texas. Such lien shall be and is subordinate and inferior only to assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Lot; and amounts due under any first lien deed of trust duly recorded prior to the recordation of any lien assessment as provided herein.

costs of collection thereof, thereupon becoming a continuing debt secured by a self-executing lien on the lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by the sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his or her Lot.

(5) In the event of default in payment of any dues, fine, charge, levy, assessment or interest thereon in accordance with the terms hereof, the Association may elect to sell such Lot pursuant to Section 51.002 of the Texas Property Code, or any applicable successor legislation thereto. Each Owner by accepting title to a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Lot to Owner, a private power of nonjudicial sale to be exercised in accordance with Texas Property Code Ann. 51.002 (Vernon 1984), as it may be amended. The Board of Directors may appoint, from time to time, any person including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board of Director's meeting.

(6) No sale, transfer, lease or disposition of any Lot shall be consummated unless and until the name and address of the purchaser or transferee has been provided to the Association. The original Owner of a Lot shall remain liable for all fees and assessments hereunder until the new owner's name is entered into the Association's records.

(7) Violation of, or failure to comply with, the covenants and restrictions contained herein shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on the Lot. Invalidity of any one of the covenants or restrictions contained herein, or any portion thereof, by a judgment or court order shall not affect any of the other covenants or restrictions herein contained, which shall remain in full force and effect. In the event any portion this Declaration conflicts with mandatory provisions of any ordinance or regulation, promulgated by any governmental agency which may have jurisdiction over the Property, then such governmental requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in a Lot shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to these covenants and restrictions.

(8) This Declaration and the covenants and restrictions herein shall constitute covenants running with the land and shall be binding upon all persons and entities acquiring any Lot, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to a Lot, shall thereby agree and covenant to abide by and perform all of the covenants and restrictions set forth herein.

(9) The power to amend the Covenants, Conditions and Restrictions is retained by Declarant.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the 1st day of NOVEMBER, 2013.

Double Diamond, Inc

By: 

R. Mike Ward, President

STATE OF TEXAS

COUNTY OF DALLAS

SWORN TO AN SUBSCRIBED IN MY PRESENCE this 1st day of November, 2013, by R. Mike Ward, President of Double Diamond, Inc., a Texas corporation, for and on behalf of said company.



Felicia A. Sias
Notary Public, State of Texas