



**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
FOSSIL TRAILS SUBDIVISION**

THE STATE OF TEXAS                   §  
COUNTY OF SOMERVELL               §

1.     **Date; Declarant.** This DECLARATION OF COVENANTS AND RESTRICTIONS FOR FOSSIL TRAILS SUBDIVISION (the "Declaration") is signed on the 28<sup>th</sup> day of January, 2008, and filed of record by Fossil Trails, L.L.C. ("Declarant"), a Texas limited liability company, PO Box 240, Mansfield, Texas 76065, which is the current fee title Owner of all of the Lots that are part of the Subject Property described in this Declaration.

2.     **Subject Property.** The property that is subject to this Declaration is all of the property described as follows:

Lots 1 through 28, FOSSIL TRAILS SUBDIVISION, a subdivision in Somervell County, Texas, according to the plat thereof recorded at Plat Cabinet 1 Slide No. 158, Plat Records, Somervell County, Texas.

All of such property is referred to in this Declaration as the "Subject Property."

Additional property may be added to the area subject to this Declaration as provided below in this Declaration.

3.     **Definitions.** The following words when used in this Declaration will have the following meanings:

A.     **"Architectural Control Committee"** means the Declarant of the subdivision, or its designee(s), until such time as the Declarant transfers its right to serve as the Architectural Control Committee to the Association, which shall be not later than the end of the Development Period.

B.     **"Association"** means and refers to the nonprofit corporation incorporated or to be incorporated under the Texas Business Organizations Code named Fossil Trails Property Owners Association, Inc. (as more specifically described in Paragraph 7 below).

C.     **"Common Areas"** means and refers to all real property owned or to be owned by the Association or subject to an easement to the Association for the common use and enjoyment of the Owners and their guests, together with all improvements now or hereafter constructed thereon. The Common Areas include (but are not necessarily limited to) entry way to the Subdivision, rights-of-way, trails, paths, ponds, water system, and other amenities within the Subdivision.

D.     **"Declarant"** or **"Developer"** means and refers to Fossil Trails, L.L.C, a Texas limited liability company, which is the current fee title Owner of all the Lots that are initially part of the Subject Property. The terms "Declarant" and "Developer" also include the successors and assigns of the initial Declarant/Developer who receive rights or title by operation of law, but does not include a party

that acquires title by sale unless such party acquires more than one undeveloped Lot from Developer for the purpose of development and the rights of Developer as to such Lots are expressly transferred by Developer to the acquiring party. The term "Developer" also includes a party that acquires fee title to multiple Lots in the Subject Properties by way of foreclosure or deed in lieu of foreclosure on a lien executed by Developer.

E. "Development Period" means the period commencing with the filing of this Declaration and continuing until and ending 14 days after the first of the following events to occur: (i) the expiration of twenty (20) years after the filing of this Declaration; (ii) the date upon which at least eighty percent (80%) of the Lots have been conveyed to Owners other than a person or persons affiliated with Developer; or (iii) the surrender by Developer of the authority to appoint and remove Directors and officers of the Association by an express document executed and recorded by Developer.

F. "Lot" means and refers to each plot of land shown upon any recorded and still effective plat of property that is part of the Subject Property and which is designated as a lot on such plat. Notwithstanding anything contained in this Declaration to the contrary, an Owner of a Lot who is a Veteran (as defined in the Texas Veterans Land Program) shall be entitled to have a minimum of 1.00 acre tract released from the Texas Veterans Land Board for a home site and same shall not be construed as a violation of the protective covenants in this Declaration.

G. "Member" means and refers to those persons entitled to membership in the Association as provided in Paragraph 6 below.

H. "Owner" means and refers to every person and entity who is a record owner of a fee or undivided interest in any Lot that is subject to the terms of this Declaration, but does not include persons or entities (such as lenders) who hold an interest merely as security for the performance of an obligation.

I. "Subdivision" means and refers to the initial Subject Property plus any additional property subsequently added to the area subject to this Declaration.

J. Other words that are capitalized in this Declaration will have the meanings given to them in other paragraphs of this document.

**4. Purpose of Declaration.** Declarant, as Developer of the Subdivision, is developing and subdividing the Subject Property and wishes to place covenants, conditions, and protective restrictions on the Subject Property as part of the planned sale and use of the Lots, for the mutual benefit of the Owners of the Lots and Developer. This Declaration is to establish a uniform plan for the further development, improvement, sale, and use of the Lots that are part of the Subject Property; to insure the preservation of such uniform plan for the benefit of both present and future Owners of Lots that are part of the Subject Property; and to enhance and protect the value, attractiveness, and desirability of the Subdivision and the individual Lots that are part of the Subject Property.

**5. Covenants Running With the Land.** The provisions of this Declaration will be covenants running with the land and shall be applicable to all of the Lots within the Subject Property and shall be binding on all parties having or acquiring any right, title, or interest in the Subject Property or any part thereof. These covenants will be for the benefit of and will be binding on each Owner of a Lot within the Subject Property and their respective heirs or successors in title and assigns. All Owners and other

occupants of the Lots by their acceptance of their deeds, leases, occupancy, or use of any Lot agree that the Subdivision is subject to this Declaration. Each Owner and occupant of a Lot agrees to comply with this Declaration and other governing documents relating to the Subdivision and agrees that failure to comply may subject him or her to a fine, an action for amounts due to the Association, damages, or injunctive relief.

6. **Property Owners Association.** At or about the time that this Declaration is signed and filed for record, Developer has caused or is causing a nonprofit corporation to be incorporated under the laws of the State of Texas named Fossil Trails Property Owners Association, Inc. (the "Association").

A. **Membership.** Each Owner of a Lot within the Subject Property will automatically be a member ("Member") of the Association. Membership in the Association is appurtenant to ownership of the Lot and may not be separated from ownership of the Lot.

B. **Voting Rights.** During the Development Period there shall be two (2) classes of voting Members – Class A (Owners of Lots other than the Developer) and Class B (the Developer) -- as provided in the Bylaws of the Association. During the Development Period, the Class B Member shall be entitled to ten (10) votes for each Lot owned; provided, however, that in no event shall the Class B Member have less than the total number of Class A votes plus one. The Class B Membership shall cease and be converted to Class A Membership at the end of the Development Period.

C. **Voting by Members.** Each Member of the Association is entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons will be Members of the Association, but no more than one (1) vote may be cast with respect to any Lot; the vote for any Lot may be exercised as the Owners of the Lot among themselves determine.

D. **Bylaws and Rules.** The Association may adopt and amend whatever bylaws and rules that it deems appropriate, provided that they are not in conflict with the terms and provisions of this Declaration, other governing documents, the Texas Business Organizations Code, or other applicable law. On request, Owners will be provided a copy of the Bylaws and any rules.

E. **Rights, Powers, and Duties of Association.** The Association will have the following rights, powers, and duties:

(i) The Association is to provide for the acquisition, construction, management, maintenance, and care of the Common Areas or other property of the Association in or related to the Subject Property, in full accordance with Section 528(c) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

(ii) The Association may levy and collect assessments from the Members (other than Developer) as provided in this Declaration and may charge reasonable fees for the use of facilities that are a part of the Common Areas.

(iii) The Association may borrow money and, with the affirmative vote of at least two-thirds (2/3) of the total authorized votes, may mortgage the Common Areas owned by the Association.

(iv) The Association may establish reasonable rules and regulations governing the use and enjoyment of the Common Areas by Members of the Association and their guests, and may suspend the right of any Member to use the Common Areas for up to 60 days for any infraction of the Association's rules and regulations.

(v) The Association may suspend the right of any Member to vote and to use the Common Areas for any period during which any assessment or other amount owned by the Member to the Association remains unpaid.

(vi) The Association may dedicate or convey all or any part of the Common Areas, or an interest therein, to any public authority for such purposes and subject to such conditions as may be agreed to by at least a two-thirds (2/3) vote of the total authorized votes.

(vii) The Association also has all other rights, powers, and duties given to the Association by the Certificate of Formation for the Association, by law, by other provisions of this Declaration, or pursuant to the Bylaws adopted by the Association, or necessary to operate the Common Areas or other property of the Association in or related to the Subject Property, subject to any applicable restrictions established by law or otherwise.

F. Assessments and Liens.

(i) The Association is expressly granted the authority (subject to the restrictions of subparagraphs (ii) and (iii) below) to levy and collect the following assessments against Lots that are part of the Subject Property:

(a) regular assessments or charges levied by the Board of Directors of the Association, annually, against all Lots that are part of the Subject Property, to fund the anticipated operating and maintenance expenses of the Association; the regular assessment for membership dues will be \$15.00 monthly per Lot during 2008 and for each year thereafter until changed by the Board of Directors;

(b) special assessments against all Lots that are part of the Subject Property for any construction, reconstruction, repair, or replacement of any capital improvements on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the regular assessments; the special assessments must be recommended by the Board of Directors of the Association and must be approved by an affirmative vote of at least a majority of the total authorized votes;

(c) individual special assessments levied by the Board of Directors of the Association against individual Lots to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the Owner or occupant(s) of the individual Lot and not caused by ordinary wear and tear; and

(d) individual special assessments or charges levied by the Board of Directors of the Association for improvements and maintenance affecting a few

particular Lots as long as at least a two-thirds (2/3) majority of the affected Owners approve in writing such individual special assessments.

All assessments shall be due and payable at such frequencies and times as determined by the Board of Directors of the Association. Any assessment not paid when due (but not less than 15 days after notice of the assessment is given) is delinquent.

(ii) Both regular assessments and special assessments (but not individual special assessments) shall be fixed at a uniform rate for all Lots, except that no regular assessment or special assessment shall ever be charged to or payable by the Developer for any Lot that is part of the Subject Property. Individual special assessments as allowed by subparagraph F(1)(d) above may be charged to the particular Lots affected rather than to all Lots that are part of the Subject Property. Assessments shall be prorated on a daily basis as required to implement the terms of these provisions.

(iii) The regular assessments, the special assessments, and the individual special assessments, together with interest and reasonable costs of collection (including court costs and attorney fees and expenses), shall be a charge on the Lot subject to the assessment and payment of such amounts shall be secured by a **continuing vendor's lien on each Lot, which lien is reserved by the Declarant/Developer and assigned to the Association.** By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure payment of the assessments. The lien for unpaid assessments shall be unaffected by any sale, lease, or assignment of the Lot and shall continue in full force and effect until paid. A late charge of five percent (5%) of the delinquent amount is assessed for delinquent payments. Delinquent assessments accrue interest at the rate of ten percent (10%) per annum, unless a different rate of interest is set by the Association.

(iv) The amount of each assessment, together with interest and reasonable costs of collection, shall also be the continuing personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. No Owner may waive or otherwise escape liability for an assessment by non-use of the Common Areas or abandonment of a Lot.

(v) If an assessment is more than 90 days past due, the Association may, at its option, (a) bring an action at law against the Owner personally obligated to pay the assessment in order to enforce payment, (b) seek a judicial foreclosure of the lien against the Lot subject to the assessment, or (c) conduct a non-judicial sale of the Lot subject to the lien under a power of sale as a contract lien established by this paragraph. A non-judicial sale under a power of sale shall be conducted in accordance with the requirements of Chapter 51 of the Texas Property Code and any law that may be applicable to such sale.

(vi) The lien granted and reserved to the Association to secure payment of assessments is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure.

G. **Control By Declarant.** Notwithstanding any other language or provisions to the contrary in this Declaration, in the Certificate of Formation, or in the Bylaws of the Association, Declarant hereby retains the right to appoint and remove any member of the Board of Directors of the Association and any officer(s) of the Association during the Development Period. Upon the expiration of the Development Period, the Declarant's right to appoint and remove directors and officers of the

Association pursuant to the provisions of this paragraph shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots, and a special meeting of the Association shall be called at such time. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board, and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such Development Period, which Declarant has in its possession. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this paragraph.

7. **Restrictions on Use.** Each Lot and each Owner, occupant, and guest is subject to the following restrictions:

A. No tract shall be used for any purposes other than residential purposes, except that an Owner may maintain an office in the Owner's own home that is secondary to the primary use of the property as a residence and provided that such home office use does not generate customer traffic to the property and has no more than one employee or independent contractor regularly located in the office, other than the Owner. Only one single-family dwelling per Lot may be built, which may not be occupied unless it meets all requirements set forth in this Declaration, meets all applicable building requirements and standards, and has been connected in a proper and legal manner with electricity, a water well or water system, and has a sanitary sewer system that meets all applicable standards.

B. All plans for construction of structures (including, but not limited to, residences, detached garages, greenhouses, gazebos, pergolas, playhouses, storage buildings, workshops, barns, water well houses, other outbuildings, swimming pools, pool houses, outdoor fireplaces, fences, flagpoles, antennas, and mailboxes or other delivery boxes), within the subdivision must be submitted to and approved by the Architectural Control Committee prior to any construction beginning. All structures must be of good construction and must be kept in good repair.

C. All structures other than the dwelling must not be used for residential purposes and must be constructed when the main dwelling is constructed or after the main dwelling is complete. Construction of all house and other structures permitted by the Architectural Control Committee shall be completed within one year after construction commences.

D. Construction of new building only will be permitted. No existing buildings may be moved to a Lot and remodeled for purposes of converting same to a dwelling unit. No temporary dwelling, mobile home, or manufactured home may be moved onto, erected on, or maintained on the property as a residence, and no variance may be granted on this covenant. No tent, shack, or other temporary building, improvement, or structure may be placed on a Lot.

E. No building may be located nearer than 50 feet from any Lot line adjacent to a road in the Subdivision and or nearer than 100 feet from any Lot line adjacent to a county road (entrance) or US. Highway 67. No building may be located nearer than 25 feet to an interior side Lot line or rear Lot line. Other building set-back requirements may be shown on the recorded plat for the subdivision. Build sites on Lots 12 and 13 must be located so the front of the dwelling faces south toward Lonesome Dove Trace running east and west.

F. Lots may not be subdivided in any fashion. Two or more Lots may be consolidated into a single building site with the prior written approval of the Architectural Control Committee, in which event the set-back requirements shall be applied to the resulting combined building site and the utility easement reserved along the common lot lines of the Lots that are combined may be abandoned by written document signed by the Architectural Control Committee.

G. Each Owner is responsible for maintaining and operating the sanitary sewage facilities on the Owner's Lot in compliance with all applicable governmental requirements. No septic system may be shared with any other Owner. No more than one septic system may be constructed and maintained on a Lot unless the Owner secures and furnishes to the Architectural Control Committee a certificate from a registered professional civil engineer that the construction, location, and maintenance of more than one septic system will not pose any pollution danger or nuisance to adjoining property owners. No outside toilet may be built, used, or stored on a Lot. Private sewage facilities must be upgraded by the Owner at its expense if normal operation of the facility results in objectionable odors or if unsanitary conditions are created. Septic systems and sewage disposal areas shall not be located closer than 100 feet of a water well and shall not be closer than 30 feet to a Lot line or within 50 feet of a ditch, creek, or public road.

H. Campers or recreational vehicles may be parked or stored on a Lot by an Owner or occupant only for such person's own off-site use, but may not be used as a rental property or permanent dwelling, and must be kept in good repair and working order with a current license plate and safety inspection sticker. Such campers or recreational vehicles must be stored so that the vehicle is not visible from any public road.

I. No vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the subdivision at any time.

J. No sign of any kind may be displayed to the public view on any Lot, except one sign of not more than five (5) square feet advertising a property for sale or rent, or signs used by a builder to advertise a property during the construction and sale period.

K. Livestock may be raised or kept on a Lot, but limited to one mature animal per Lot owned by that Owner at any given time, limited to one cow and calf pair, or one mare and colt pair. No swine, goats or poultry may be kept or raised on any tract and no swine may be used as household pets or in any other manner in the subdivision. Other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Any pet kept outside must be in the back yard and not tethered. Any animal allowed under this paragraph may be required to be removed in the event that it becomes a nuisance to any other Lot Owner.

L. No junk yard, pipe yard, wrecking yard, or similar business activity shall be allowed in the subdivision. No noxious or offensive activity shall be carried on in the subdivision, nor shall anything be done within the subdivision that may be or may become an annoyance or nuisance to the subdivision.

M. No Lot may be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and all waste must be kept only in sanitary containers. No burning of any kind is allowed other than preparing a lot for a building site, and any such burning conducted by an Owner must be approved in advance by the Somervell County Volunteer Fire Department. No waste materials,

pesticides, or other such chemicals shall be used in a manner that might contaminate drainage areas that lead to creeks, ponds, stock tanks, or lakes.

N. No fireworks may be discharged on any property within the Subdivision.

O. No property within the Subdivision may be operated as a gun club, skeet range, or rifle association. There shall be no discharge of firearms upon any tract or from any road in the Subdivision for recreational purposes, including (but not limited to) hunting or target shooting.

P. No trees may be removed and no materials may be excavated from a Lot within the Subdivision, other than for construction of approved buildings, driveways, or landscaping, without the prior written consent of the Architectural Control Committee.

Q. No fence, wall, hedge, or shrub planting that obstructs the sight lines at elevations of between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight lines limitations shall apply to any Lot within ten (10) feet of the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

R. Potable water shall be supplied either by a central water system serving all Lots or by a private water wells owned jointly by several Lot Owners, with each Owner paying a tap fee set by the Developer (initially \$950, but subject to increase to reflect costs) and a share of monthly expenses of such water supply, as more particularly described in a separate Water Well Agreement. No individual water wells may be drilled on any Lot without prior written consent of the Architectural Control Committee. No structure may be used as a residential dwelling without first being connected to the central water system or jointly-owned water well.

S. Propane tanks must be concealed from sight or buried. Pool equipment, air conditioning equipment, or any other permanently placed equipment should be placed or concealed so as not to be seen from any public road.

T. No vehicles may be parked for any period of time on the roads serving the interior of the Subdivision. Parking must be only on a Lot.

U. Each Lot must be kept and maintained in a neat and orderly condition. Lawns, grass, and plants on Lots with residential dwellings must be properly controlled. The Owner of a Lot must keep the right-of-way between the property line of the Lot and the road mowed at all times. Yard maintenance, all front, side and immediate 50 foot rear yard must be mowed and kept neat. An Owner of more than one Lot must maintain the frontage of all Lots owned and at least 50 feet behind rear of a dwelling. An Owner of a corner lot must maintain the frontages on both roads. No horses, cows, or other livestock may be kept in yards in front of the main dwelling. The rear portions of each Lot may exist in their natural state, but the Owner shall not allow the tract to be so overgrown that it constitutes a possible fire hazard. If any Lot is not properly maintained or cleaned up within 30 days after receipt of written notice of a violation under these restrictions, the Association may clean up or otherwise remedy the violation existing on such Lot or hire outside services to do so and charge the Owner for such services,



provided, however, that all such charges must be reasonable and customary for comparable services in Somervell County. Unpaid fees under this paragraph shall become a charge and lien upon such Lot.

V. The Declarant or the Architectural Control Committee or their representatives may at any reasonable time enter a Lot for the purpose of ascertaining whether the Lot is being maintained and that construction or alterations of the structures on the Lot are in compliance with the applicable laws and building codes and the provisions of this Declaration. Such persons entering the Lot shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

W. Additional restrictions may be adopted by the Board of Directors of the Association and will remain in effect unless terminated or changed by a majority vote of the Members.

## **8. Architectural Standards.**

A. Builders. All dwellings must be built by a state licensed builder approved by the Developer. No do it yourselves.

B. Size. The total floor area of the main dwelling on a Lot shall be not less than 2,000 square feet in the air conditioned living area, exclusive of open porches, breezeways, carports, and garages. No structure shall exceed two stories in height.

C. Exterior Materials. The exterior walls of each dwelling must be at least 80% brick, brick veneer, stone, stone veneer, rock, rock veneer, or other materials approved by the Architectural Control Committee,.

D. Roofs; Plate Lines. All roofs of dwellings must have a minimum pitch of 8/12 on major portions of the roof. Roofs on all out buildings must have a minimum pitch of 2/12. All dwellings must have at least two different plate lines, creating at least two different roof lines. All roofing materials shall be of composition shingles in weathered wood color with a minimum 25 year warranty, or galvanized metal or aluminum, galvanized, brown or green in color, unless otherwise approved by the Architectural Control Committee.

E. Foundations. All dwellings must be constructed upon a concrete slab or beam foundation.

F. Garage Openings. Garage openings must be located at the side or rear of the dwelling and positioned so as not to face the street (including on corner lots), and must be of sufficient size for at least two automobiles to be stored in the garage.

G. Fences. No chain-link fence shall be permitted unless coated black. Any fence in front of the dwelling must be of pipe and post construction, and at least one continuous horizontal line of pipe from post to post.

H. Mailboxes. All mailboxes must be of brick and/or stone construction.

I. Retaining Walls. All retaining walls must be constructed of brick and/or stone. No wooden, plastic, or uncovered concrete retaining walls are permitted.

J.       Antennas. No microwave, radio, or other towers or antennas are permitted, whether freestanding or attached to another structure. However, small television antennas and satellite receivers may be attached to the roof of a dwelling or other building in an area concealed out of sight from the street.

K.       Driveways. All driveways off public roads to a Lot must be constructed and installed so as not to obstruct drainage or flow of water. If necessary, the Owner of the Lot being served by the driveway shall install appropriate culverts or drainage pipe under the driveway as determined by the county commissioner. The driveway from the Subdivision road to the dwelling must be completed with a paved or concrete surface within one year of completion of the dwelling. Driveways must be at least 50 feet away from any intersection or corner in a road.

9.       **Architectural Control Committee.** In reviewing plans, specifications, and other matters submitted to it, the Architectural Control Committee shall consider the quality of workmanship and materials, the harmony of the exterior design with existing structures, and the location of the structures with respect to the topography and finished grade elevation of the Lot. A full set of plans shall be left with the Architectural Control Committee at least 30 days prior to the start of any construction on any Lot. Except as otherwise specifically stated in this Declaration, the Architectural Control Committee shall have the authority to grant variances to the covenants and restrictions set forth in this Declaration or to the rules implementing these restrictions and architectural standards when the Architectural Control Committee deems that such variances are in the best interest of the applicant and the subdivision as a whole. Any approval or disapproval of the Architectural Control Committee shall be in writing, and in the event the Architectural Control Committee fails to approve or disapprove plans within 30 days after the same have been submitted to the Architectural Control Committee, or if a lawsuit has not been filed to enjoin the proposed construction prior to the completion thereof, then approval shall not be required and the restrictive covenants and conditions contained herein shall be deemed to have been fully complied with.

10.      **Easement Reserved for the Association.** Declarant reserves for the benefit of the Association a right of ingress and egress at all times over and upon each Lot for carrying out by the Association of its functions, duties, and obligations under this Declaration. However, any entry by the Association upon any Lot pursuant to this right must be made with as minimum inconvenience to the Owner of the Lot as practical, and any damage caused by such entry shall be repaired by the Association at its expense.

11.      **Annexation.** For so long as Declarant has authority to appoint and remove Directors and officers of the Association, additional real property may be annexed to the Subject Property and into the Subdivision by the Declarant without the consent of the Class A Members. Such annexation may be accomplished by (a) filing in the official public records of Somervell County, Texas, an approved subdivision plat describing the real property to be annexed to the Subject Property and by including on such subdivision plat a statement that expressly sets forth the Declarant's intention to make such annexed real property subject to the provisions of this Declaration; or (b) filing an amendment to this Declaration that has been consented to by the owners of the real property to be annexed if such real property is owned by someone other than Declarant; or (c) amending the existing subdivision plat to include the real property to be annexed. Each Owner, by acceptance of a deed to his or her Lot, shall be deemed to have consented to and approved of all such amendments to the Declaration, amendments to any existing subdivision plats and new subdivision plats placed of record which are to be subject to the provisions of this Declaration. At the expiration of Declarant's right to appoint and remove Directors and Officers of

the Association, no real property may be annexed to the Subject Property unless such annexation is approved by a two-thirds (2/3rds) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws of the Association.

**12. General Provisions.**

A. Enforcement. These covenants and restrictions may be enforced by Declarants, the Association, or any Owner of a Lot. Failure by any party to enforce a covenant or restriction shall not be deemed a waiver of the right to do so at a later time. Any party entitled to enforce these covenants and restrictions is expressly granted the right to sue for and obtain temporary and permanent injunctive relief to prevent the breach or to enforce the observance of these covenants and restrictions, in addition to any other remedies allowed by law. The Declarant/Developer and the Association make no warranty or representation as to the present or future validity of enforceability of any of the covenants, restrictions, or provisions of this Declaration. Any Owner acquiring a Lot in reliance upon one or more of such covenants, restrictions, terms, or provisions shall assume all risk of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Declarant/Developer and Association harmless. The Association may seek to enforce the covenants and restrictions, but shall be under no duty to do so.

B. Duration; Amendment. These covenants and restrictions run with the land and last for a period of thirty (30) years from the date this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then Owners of the Lots and approved by the Association's Board of Directors has been recorded agreeing to change these covenants and restrictions in whole or in part, or as this Declaration may otherwise be amended as allowed by any applicable law. No amendment may be adopted at any time, without the prior written consent of Developer, that increases the assessments payable by Developer as provided in this document or that restricts or alters the rights of Developer under this document.

C. Amendment by Developer. As long as Developer owns at least 20% of the Lots that are part of the Subject Property, the Developer reserves the right to, and may at any time and from time to time, with the written consent of the Association's Board of Directors, amend this Declaration by an instrument in writing duly signed, acknowledged, and filed of record, for the purpose of correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein. Any such amendment must be consistent with and in furtherance of the general plan of development as evidenced by this Declaration and may not impair the vested property or other rights of any Owner or mortgage holder.

D. Severability. If any provision of this Declaration is declared invalid by the judgment or order of a court of competent jurisdiction, such invalidity will not affect any other provision which remains in force and effect.

E. Binding Effect. Each part of this Declaration is made for the mutual benefit of, and is binding upon, each and every person acquiring a Lot within the Subject Property, and their respective successors and assigns.

F. Good Faith Lender's Clause. Nothing contained in this Declaration shall impair or defeat the lien of any existing mortgage or deed of trust made in good faith and for value on any Lot or other part of the Subject Property, but the title to any Lot or other property subject to this Declaration

obtained through a sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the covenants and restrictions of this Declaration.

G. Liberal Construction. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Subdivision.

H. Conflict with Other Documents. If any part of this Declaration is in conflict with any term of another recorded restrictive covenant or deed of conveyance to any part of the Subject Property, the term of the other document shall control, but only to the extent of such conflict.

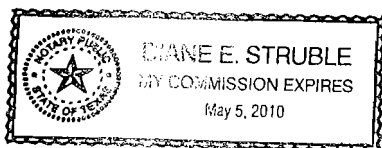
**FOSSIL TRAILS, L.L.C.**


By:   
Sam McCullough, Manager

THE STATE OF TEXAS                    §  
COUNTY OF Somervell                    §

This instrument was acknowledged before me on Jan. 28, 2008, by SAM McCULLOUGH as MANAGER of FOSSIL TRAILS, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

[seal]



  
Notary Public, State of Texas  
Notary's Name Printed: Diane E. Struble  
My Commission Expires: May 5, 2010


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Prepared By:  
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