



**AMENDED AND RESTATED COVENANTS & RESTRICTIONS
FOR
FALCON RIDGE ESTATES**

WHEREAS, the Declarant herein is the Owner of the unsold lots in the Falcon Ridge Estates Subdivision and intends to convey property described on the Plat filed of record under Clerk's File No. 20080306, of the Official Public Records of Somervell County, Texas, (herein referred to as "Property") subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth below; and

WHEREAS, on February 13, 2008 Covenants & Restrictions For Falcon Ridge Estates were recorded under Clerk's Instrument Number 20080307 of the Official Public Records of the Somervell County Clerk, Somervell County Texas; and

WHEREAS, on June 3, 2008 Amendment To Covenants And Restrictions For Falcon Ridge Estates were recorded under Clerk's Instrument Number 20081454 of the Official Public Records of the Somervell County Clerk, Somervell County Texas; and

WHEREAS, on June 30, 2008 Correction Covenants & Restrictions For Falcon Ridge Estates were recorded under Clerk's Instrument Number 20081738 of the Official Public Records of the Somervell County Clerk, Somervell County Texas; and

WHEREAS, on September 12, 2008 Amended Covenants & Restrictions For Falcon Ridge Estates were recorded under Clerk's Instrument Number 20082505 of the Official Public Records of the Somervell County Clerk, Somervell County Texas; and

WHEREAS, on March 15, 2010 Amended Covenants & Restrictions For Falcon Ridge Estates were recorded under Clerk's Instrument Number 20100455 of the Official Public Records of the Somervell County Clerk, Somervell County Texas; and

WHEREAS, the Declarant is filing these Amended And Restated Covenants & Restrictions For Falcon Ridge Estates. If there is any conflict between the above filed documents and these restrictions, the terms and conditions of this document shall control; and

DECLARATION

NOW, THEREFORE, IT IS HEREBY DECLARED, that all of the Property shall be held, sold, 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 shall be binding on all parties

having any right, title or interest in or to the above described Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof. Said restrictions and conditions shall be in addition to any other restrictions and/or conditions already effective against the above described Property.

PURPOSE

It is the intention and desire of the Declarant to develop the Property as a residential community to be known as "Falcon Ridge Estates". The Declarant and Developer referred to herein are the same entity, The Views at Falcon Ridge, LLC. Declarant/Developer desires to assure high quality standards for the enjoyment of the Property by any owner of a Lot, and to promote the health, safety, and social welfare of each Owner, and to provide for the preservation, enhancement, and maintenance of the Property and the improvements thereon. Declarant/Developer 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. All functions, except the functions of the Architectural Control Committee, of the Developer herein provided for may be transferred by Developer to the Falcon Ridge Estates Property Owner's Association, Inc. (herein referred to as "Property Owners Association" or "Association") at any time after the sale, or contract for sale of 1/2 (50%) of the tracts within the subdivision. Such transfer of functions shall be at the discretion of the Developer, but in any event, Developer shall transfer such functions to the Property Owners Association when all tracts in the subdivision have been sold. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to these Restrictions are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer. To provide for the efficient management of the Property, a Board of Directors consisting of a President, a Secretary, and a Treasurer must be established to maintain the facilities and the common areas in the Property, prior to transfer of any functions. 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. The Architectural Control Committee functions shall remain the duty of the Developer, until such time the Developer transfers this duty to the Association.

DEFINITIONS

When used in these Covenants and Restrictions, unless a different meaning or intent clearly appears, shall have the following meaning:

1. Annoyance shall mean repeated acts that disturb or irritate others, or as further defined by Texas law.
2. Architectural Control Committee (ACC) shall mean the Developer of this subdivision until such time as the Developer shall surrender, in writing, their positions on the committee. The Developer may appoint an Architectural Control Committee to review and approve plans for the construction of structures and improvements on the Property.
3. Assessments and Dues shall mean such assessments and dues as may be levied by the Developer or the Association.
4. Board shall mean the Board of Directors of Falcon Ridge Estates Property Owner's Association, Inc.
5. Common Areas shall mean and refer to any land conveyed, leased, dedicated or assigned by these Amended Covenants and Restrictions, to the Association for maintenance and operation, including, but not limited to, easements, roads, entry ways, roadways, rights-of-ways, parkways, parks, trails, paths, ponds, creeks, lakes, water system and other amenities within the Property.
6. Covenants and Restrictions mean and refer to these Amended Covenants and Restrictions applicable to Falcon Ridge Estates and recorded at the Somervell County Official Public Records, Somervell County, Texas.
7. Drawings and Specifications shall mean any and all documents designed to guide or control the construction or erection of any structure or improvements.
8. Declarant shall mean The Views at Falcon Ridge, LLC or its successors or assigns.
9. Developer shall mean The Views at Falcon Ridge, LLC or its successors or assigns.
10. Dwelling shall mean a residence or home in which people live.
11. Falcon Ridge Estates shall mean one community, or subdivision located in Somervell County, Texas, and shall include all lots shown on the plat of the subdivision filed under Clerk's File No. 20080306, Official Public Records of Somervell County, Texas. The Falcon Ridge Villas are located upon lots 25-41 of the above referenced plat and are included in the definition of Falcon Ridge Estates unless specifically mentioned herein.
12. Easement shall mean a right to use another person's real estate for a specific purpose; such as for the placement of utility poles, utility trenches, water lines or sewer lines.
13. Fees shall mean any fee as may be levied by the Association under the terms and provisions of these Covenants and Restrictions.
14. Household Pets shall mean dogs and cats. No poultry, swine or goats may be kept as household pets.
15. Initial Construction and Improvements shall mean every structure and all appurtenance thereto of every type and kind begins at the time dirt work is started for the building site.
16. Livestock shall be defined as: one (1) cow and calf pair or one (1) mare and

- colt pair per each one (1) acres of land owned.
17. Majority vote shall mean the amount by which the greater number of votes cast and counted by those voting members present in person, or by proxy, exceeds the total number of remaining votes.
18. Member means an Owner(s) of any Tract in Falcon Ridge Estates. Membership shall terminate whenever such person ceases to own any part of a tract.
19. Nuisance is an act that annoys and disturbs one in possession of his property, rendering its ordinary use or occupation physically uncomfortable, or as defined by Texas law.
20. Noxious shall mean physically harmful or destructive to living beings constituting a harmful influence on mind or behavior, or as defined by Texas law.
21. Offensive shall mean giving painful or unpleasant sensations, causing displeasure or resentment.
22. Officer shall mean and refer to a member of the Board of Directors of Falcon Ridge Estates Property Owner's Association, Inc.
23. Operating Expenses shall mean any and all expenses incurred by the Association in connection with the ownership, construction, maintenance, preservation and operation of the Common Areas, including Association's administrative costs incurred in connection therewith, and other expenses incurred by the Association in the furtherance of its property or as prescribed by these Covenants and Restrictions.
24. Owner or Owners shall mean and 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 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.
25. Person or Persons shall mean any individual having the legal right to hold title to real property.
26. Property, Tracts, and Lots shall mean and refer to any tract of land in Falcon Ridge Estates as may be shown upon the plat or plats of record as filed in the Public Records of Somervell County, Texas.
27. Property Owners Association shall refer to an association created and comprised of all of the owners who shall own property within the subdivision.
28. Recreational Vehicle shall mean a vehicle such as a boat, water craft, travel trailer, camper or motor home, as well as two wheeler or four wheeler bikes.
29. Residence shall mean the place where one makes his/her home.
30. Single Family Dwelling shall mean a dwelling designed for a single-family unit.
31. Structures shall mean any and all buildings, residential or otherwise, as well as any and all antennas, and microwave or telecommunication towers either freestanding or attached to any building.
32. Trailer shall mean a stock trailer, either enclosed or open, utility trailer, either

enclosed or open, and/or any other wheeled platform which may be pulled behind a car or truck for utility purposes.

33. Variance shall mean an exception to the Covenants and Restrictions authorized by the Developer his agents, assigns, or successors or the Association.

34. Vote of Members shall mean the majority vote of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. Only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

GENERAL RESTRICTIONS

Each Owner shall comply strictly with the provisions of Falcon Ridge Estates Covenants and Restrictions. Failure to comply shall constitute a violation of these Covenants and Restrictions and shall give rise to a cause of action to recover sums due for damages, legal fees or injunctive relief or both. All of the tracts shall be subject to the following limitations and restrictions:

Access and Partition of Property

No Tract shall be subdivided in any fashion except that any person owning two or more adjoining Lots may consolidate such Lots into one building site, with the right of construction improvements as otherwise permitted in this Declaration. 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 in violation of these Covenants and Restrictions.

Alteration or Removal of Improvements

Exclusive of normal maintenance, any improvement which in any way alters the exterior appearance of the initial construction, must be approved in writing by the Architectural Control Committee prior to implementing said change. No structures or improvements shall be constructed upon any of the Property without the prior written approval of the Architectural Control Committee.

Animals and Household Pets

Other than household pets, there shall be no more than one (1) cow or horse per one (1) acre. All dogs must be kept in fenced rear yard or walked on a leash. Any person walking any allowed animal on the road or common areas shall be responsible for cleaning up after any said animal.

Chemicals

No waste materials, pesticides, or other such similar chemicals shall be used on any tract in a manner which might contaminate drainage areas within the subdivision leading to creeks, stock tanks, or lakes.

Completion of Construction

All initial construction approved by the ACC shall be completed within one (1) year from commencement. Commencement begins on the date the dirt work is started for the building site.

Construction and Sale Activities

These Covenants and Restrictions shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the initial construction or improvements by an Owner upon any tract within the Property, or the sale of any tract. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall be placed or stored upon any tract until the Owner thereof is ready to commence construction, and then the materials shall be placed within the property lines of the tract and shall not be placed on the county road. All plans for construction of structures within the subdivision shall be submitted to and approved by the Architectural Control Committee prior to any construction beginning.

Discharge of Firearms

There shall be no operations of any form of gun club, skeet range or rifle association on any of the tracts, whether such operations are public or private in nature. There shall be no discharge of firearms upon any tract.

Easements

All easements that are shown on the recorded plat for the purposes of installation and maintenance of utilities, and all such easements hereafter granted for such purposes, shall be observed by each Lot Owner and shall not be in any manner obstructed so as to hinder or defeat any such easement. All Owners of Property within the subdivision shall grant any easements, which may be shown to be necessary to serve the subdivision or any tract therein with utility services.

Excavation of Materials

No removal of trees and no excavation of any materials, other than landscaping, construction of buildings, driveways, etc. will be permitted without written consent of Developer, his agents, assigns or successors.

Fireworks

No fireworks will be permitted to be discharged on any Property in the subdivision.

Hazardous Activities

No activities shall be conducted or facilities constructed that are or might be unsafe or hazardous to any person or property.

Livestock

Livestock may be raised or kept on any Tract, only to the extent permitted by Definition #14 of these Covenants and Restrictions. All Livestock must be fenced.

Maintenance of Property

Each Lot shall be kept and maintained in a neat and orderly condition. Lawns, grass and/or plants on Lots with residential dwellings shall be properly controlled. The tract owner/owners shall keep the right of way between the property line and the county road mowed at all times. Yard maintenance, all front, side and immediate 50' rear yard must be mowed and kept neat. Residents who purchase more than one lot shall be further responsible for maintaining lot(s) frontages and at least 50' behind rear of house. Corner lots shall have two frontages to maintain. No horses or cows allowed in yards in front of the main dwelling. The rear tracts may exist in their natural state; however, the owners shall not allow the tracts to be so overgrown that it could constitute a possible fire hazard. In the event any Lot is not properly maintained, or cleaned up within (30) days after receipt of written notice of a violation hereunder, 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; which charges, however, shall be reasonable and customarily charged in the area for comparable services. Unpaid fees shall become a charge and lien upon such Lot

No Junkyard

No junkyard, pipe yard, wrecking yard or other similar business activity shall be allowed on any of the Property. Whereas Texas Transportation Code §683.071 defines a "junked vehicle" to be a self-propelled vehicle that (1) does not have lawfully attached to it an

unexpired license plate or valid inspection sticker; and (2) is either wrecked, dismantled or partially dismantled or discarded; or inoperable and remain inoperable for more than 72 hours on public property or 30 days on private property. Further Texas Transportation Code §683.072 declares a junk vehicle that is visible from a public place or public right of way to be a public nuisance. Maintaining a junked vehicle on private property within the Addition is a violation of Texas Transportation Code and is not permitted and shall be treated as a violation of the Covenants and Restrictions. No machine parts or household appliance or any other such material may be kept on any tract in an exposed manner or other unsightly items incompatible with residential usage. All materials and machinery must be kept in an enclosed workshop, storage building, barn or garage.

Noise

No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other tract owner. Vehicles with loud mufflers or improperly maintained exhaust systems will not be tolerated. This prohibition does not apply to any equipment used for Tract maintenance and or improvements.

Nuisance

No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other Owners. Without limiting the generalbility 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 activities.

Open Burning

Any open burning must be approved in advance by the Somervell County Fire Marshall and comply with the Fire Marshall's rules and regulations for open burning.

Parking

No vehicles shall be parked for any period of time on the roads serving the interior of the subdivision.

Personal Entrances

Personal entrances from any road outside the boundaries of Falcon Ridge Estates to any Lot are prohibited. Perimeter fences may not be cut or removed by any party without the express written permission of the Developer or Architectural Control Committee.

Propane Tanks

Propane tanks must be concealed from sight or buried.

Recreational Vehicles

There shall be no camping of any type on the Property. A travel trailer, camper or recreational vehicle may be kept on the Property during the construction of a permanent dwelling. Permanent storage of travel trailers, campers, boats, watercraft, stock trailers and RV's after new home construction is completed, must be completely concealed from sight in a storage building. Boats, watercraft, campers, travel trailers, stock trailers or similar recreational vehicles may only be placed and kept or stored upon a tract containing a residence.

Right to Inspect

The Declarant or Architectural Control Committee may at any reasonable time or times, enter any tract for the purposes of ascertaining whether the tract is being maintained and construction or alteration of the structures are in compliance with the state and federal building codes and the provision hereof. None of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Room and Board

No owner shall use his/her residence or outbuildings for room and boarding purposes.

Signs

No signs, advertising, billboards, or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee or Developer. Political signs for a political candidate or ballot item for election, as set forth in the Texas Property Code §202.009, may be displayed on a Lot but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed 11 days after the election. The sign must be ground mounted, 2'x 3' in size and a Lot Owner may only display one sign for each candidate or ballot item. In addition to other signs which may be allowed by the Architectural Control Committee or Developer, the Architectural Control Committee or Developer shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty inches (30") advertising Owner's Tract for sale or rent and one (1) professionally made sign, not more than twelve inches (12") by twenty-four inches (24") identifying the name of the Tract Owner. The term "professionally made sign" does not include plastic or metal pre-

made “for sale” or “for rent” signs. No signs shall be nailed to a tree.

Temporary Structures

No tent, shack or other temporary building, improvement or structure shall be placed upon the Property. No temporary dwelling shall be moved on, nor erected on said Property to be used as a residence for any amount of time.

Trash and Garbage

Trash must be kept in sanitary containers. No dumping ground shall be located on any Property. Each and every trash/recycle container may be deposited at the end of each owner's driveway the evening prior to scheduled pick up and must be removed the evening directly following pick up. Each Owner is responsible for keeping their property clean of any and all garbage/trash including and up to the County Road frontage.

Vehicles

No vehicle of any size, which normally is used to transport cargo of any kind and nature, may be kept in this subdivision at any time. No inoperable vehicles or machinery or vehicle or machinery on blocks shall be left on any tract for more than ten (10) consecutive days. No Machine parts or household appliances or any other such material may be kept on any tract in an exposed manner or other unsightly items incompatible with residential usage. All materials and machinery must be kept in an enclosed workshop, storage building, barn or garage.

Building Approval

Building approval must be issued by the Architectural Control Committee prior to the start of any dirt moving on any tract.

ARCHITECTURAL STANDARDS

RESIDENTIAL RESTRICTIONS

All Tracts shall be used for residential purposes only and no part thereof shall be used for business or commercial activity purposes. Home offices may be permitted to the extent allowed by local zoning ordinances, however displaying commercial signs or advertising of any business activity on any building or improvement or vehicles on the Property is prohibited. Receiving or delivering of materials or equipment or distributing or shipping of any such materials from Property is prohibited. Property may not be used for parking of vehicles belonging to employees, vendors or customer of Property Owner. Using property for storage of commercial materials or equipment is not permitted. No buildings

or improvements shall be constructed on the Property until first approved by the Developer or an Architectural Control Committee appointed by and serving at the pleasure of Developer in writing. Each construction and plot plan shall be reviewed by the Developer or Architectural Control Committee on its own merit. Builder's application must be filled out and construction can commence upon written approval from Developer or Architectural Control Committee. One (1) residence may be located per Tract. No tract may be subdivided. Provided, however, two or more Tracts may be combined to provide one building site if the Owner has the property re-platted with the Somervell County Commissioners Court. If an Owner has the property re-platted to combine Tracts, the Owner will only have to pay assessments, fees and dues on the one combined Tract. An in-law residence may be approved providing that the in-law residence is attached to the main dwelling and maintains the appearance of a single residence.

BUILDING MATERIALS AND SIZE:

All residences erected or placed upon a tract shall be at least 1,800-sq. ft., exclusive of open porches, breezeways, carports and garages. No garage doors can face the street, including corner lots. Any residence, in-law residence, or garage shall be constructed from at least fifty-one percent (51%) masonry materials. Masonry materials includes masonry veneer, stucco, brick, rock and all other materials commonly referred to in the Somervell County, Texas, area as masonry, and specifically excludes hardiboard or any synthetic material. Tract Owners are encouraged to use hardiboard materials where non-masonry materials are permitted. Any residences constructed prior to the filing of these Amended Restrictions are grandfathered from this requirement. All residences shall be placed or built upon a concrete slab or beam foundation.

BUILDING MATERIALS AND SIZE FOR THE VILLAS OF FALCON RIDGE ESTATES ONLY:

All residences erected or placed upon Lots 25-41, as reflected on the recorded plat of the Subdivision, shall only be required to have a minimum of 1500 sq. ft., exclusive of open porches, breezeways, carports and garages. All garages must have side or rear entrance doors. No livestock shall be allowed on Lots 25-41. All other restrictions contained herein apply to Lots 25-41 unless specifically addressed in this paragraph.

SETBACK REQUIREMENTS & OUT BUILDINGS:

Property shall be improved only with custom built homes or their equivalent. All residences must be 60' in Falcon Ridge and 40' for the Villas of Falcon Ridge Estates from the front boundary and no nearer than 20' from the side boundary or 15' from the rear boundary unless the rear of the tract abuts Hwy 144, then it must be 75' from the rear property line. No lateral sewer or septic line shall be located within 10' of any boundary. Only site built buildings with poured foundations will be allowed. Detached garages,

workshops, and barns may be constructed on the property so long as they are not used for residential purposes and are constructed when the main dwelling is being constructed or at any time after the main dwelling is complete. All out buildings must be of like colors to the main residence and must be constructed a minimum of 50' behind the rear line of the residence. If the outbuilding is closer than 50' from the rear of the residence, the outbuilding must be finished with identical materials to the main residence. No garage, barn, workshop or any out building may be converted to a residence.

WATER AND SEWER:

Metered water and individual sewer systems shall be installed and constructed in compliance with county standards.

EASEMENTS:

No purchaser of a tract shall be permitted to layout a road easement or other means of egress or ingress across any tract to provide access to other property. The record owner of each tract, whether or not in possession, and each occupant of the tract, whether or not a record owner, are bound by these Covenants and Restrictions, and are jointly and severally responsible for compliance with these Covenants and Restrictions by themselves and the other. The record owner shall fully inform any tenant or non-owner occupant of these Covenants and Restrictions, and of the obligation to comply with them. Each owner shall waive notice of non-compliance with these Covenants and Restrictions. No improvement or structure of any nature shall be erected, placed or altered on any Lot until the construction plan and specifications and a plot plan (showing the location of such improvements on the Lot) have been submitted to and approved by the Committee. 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. An application can be rejected for providing insufficient information. If an application is rejected, the Committee will detail the reasons for rejection to assist the applicant to remedy the deficiencies.

ENERGY CONSERVATION EQUIPMENT:

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design on a structure, as determined in the sole discretion of the Developer or Association. All such devices must be located on the roof of a structure allowed under these restrictions, or in a fenced yard owned and maintained by the Property Owner. If installed behind a fence, the solar panels cannot be taller than the fence line. If the solar panels are installed on a roof they shall:

- (A) not extend higher than or beyond the roofline;
- (B) conform to the slope of the roof and have a top edge that is not parallel to the roofline;
- (C) not have a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace.

No solar panels can be installed without the prior approval of the Developer or Association.

No wind generators are allowed.

ANTENNAS:

There shall be no construction allowed for any type of microwave tower, radio, or cellular antenna on any of the property either freestanding or attached to another structure. However, DISH Network, Direct TV, Wireless Satellite or SBC or other small satellite receivers may be attached to the residence roof or the roof of other out buildings. All regular TV antennas must be installed in an area concealed out of sight.

DRIVEWAYS:

All driveways connecting to the roads will have drainage culverts sized by the County of Somervell to prevent the damming or diversion of water flow. The first twenty five linear feet (25') of any driveway which is connected to any road shall be constructed of concrete, asphalt, or brick paving. All driveways shall begin where the paved portion of any road ends. The drive way must be completed within twelve (12) months of completion of the dwelling.

FENCES:

All fences before construction shall be approved in writing by Developer or Architectural Control Committee. No chain-link fence shall be permitted. Any fence in front of house must be of pipe and post construction, and at least one continuous horizontal line of pipe from post to post.

MAILBOXES:

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

RETAINING WALLS:

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

SWIMMING POOLS:

All swimming pools must be in-ground and must be fenced.

PROPERTY OWNERS ASSOCIATION AND MEMBERSHIP

"Property Owners Association" shall refer to the non-profit corporation, created for Falcon Ridge Estates and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation. It shall be comprised of all of the owners who shall own property within the subdivision. 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. The right to cast votes, and the number of votes which may be cast, for election of Directors to the Board and on all other matters to be voted on by the Members shall be calculated as follows: The Owner, whether one or more of each Tract within the Property, shall vote for each Tract so owned at the time of such vote. If a Tract is owned of record by more than one person or entity, the Owners of the Tract shall be entitled collectively to but one (1) vote by virtue of that Tract and shall designate a Voting Member and such shall be registered with the Secretary.

The Association has adopted, or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions hereof.

POWERS AND AUTHORITY OF THE BOARD OF DIRECTORS

The Association shall have the right and authority to: (i) issue rules and regulations applicable to the Common Areas; (ii) own, operate or maintain a water system (iii) collect maintenance fees, late charges, interest (at the highest permitted lawful rate) and all other costs and expenses permitted by law; (iv) implement a process involving lien rights and remedies to better secure the appropriate observance of these restrictive covenants and the rules and regulations of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and

powers set forth herein and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the board of Directors.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover civil penalties and damages. To retain and pay for Legal and accounting services necessary or proper for the operation of the Association. To engage such employees as may be reasonably necessary in the management of the Association and the performance of its duties.

ARCHITECTURAL CONTROL COMMITTEE

The Developer of the Subdivision shall function as the Architectural Control Committee, until such time as the Developer either appoints Members to serve as the ACC or transfers the functions to the Association to elect members to the ACC. The Committee shall function as the representative of the Association to review and approve plans and specifications for structures and improvements built on the Property, and for the preservation and architectural control of improvements to the Property. The Architectural Control Committee shall consist of not more than three (3) voting members. Items presented to the ACC shall be decided by a majority vote of the ACC in private session. All meetings of the ACC are closed unless otherwise noted. In the event of a tie vote, the President of the Board of Directors shall cast the deciding vote. Two members shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person at a meeting of the ACC on any matter before it. Each member of the ACC shall hold office for a period of two (2) years or until the election/appointment of his/her successor. However there should be some form of continuity in the ACC. Continuity shall be achieved by the following procedures. Elect for the first year two members for two year terms each and one member for a one year term. Thereafter, on "even" years elect one member for a two year terms and in "odd" years elect two members for two year terms. The Architectural Control Committee may adopt such procedural and substantive rules, not in conflict with these covenants and restrictions, as it deems necessary or proper for the performance of its duties. Whenever the approval of the Architectural Control Committee is required, the ACC shall have the right to consider all of the documents for the improvement or proposal in question and all other facts, which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any improvement on the Property or any portion thereof, proper documentation shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless

and until the Architectural Control Committee has approved such documentation in writing. Until receipt by the Architectural Control Committee of any information or document deemed necessary by the ACC, it may postpone review of any documentation submitted for approval. Upon receipt of all necessary information, the ACC shall consider and act upon any and all documentation submitted for its approval and perform such other related duties assigned or authorized by these covenants and restrictions. The ACC shall have the express authority to perform fact-finding functions. In addition, the Committee may require an Owner to provide evidence of financial ability to complete the proposed improvements. No improvement shall be allowed on any Tract, which uses incompatible exterior finishes and materials. The ACC shall have the authority to disapprove any proposed improvement or new home design. The ACC shall not be responsible from the standpoint of structural safety, engineering soundness, or conformance with building or other codes. The Architectural Control Committee may exercise the option to inspect all work in progress to insure compliance with approved plans and specifications. Neither the ACC nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Control Committee's duties. Drawings and specifications shall be submitted to the Architectural Control Committee of Falcon Ridge Estates. Nothing in these covenants and restrictions shall be construed to relieve any Owner from securing such approvals, certificates and/or permits as may be required by law in connection with the construction of any improvements on any tract.

ASSESSMENTS, FEES, AND DUES

The Association may from time to time levy assessments, fees and dues against each Tract whether or not improved. The level of assessments, fees and dues shall be equal and uniform between all Tracts. There shall be an Annual Assessment of \$180.00 per Tract to be collected and paid by the Owner to the Developer/Treasurer prorated at the time of closing and on the first day of January every year from that day forward until at such time the Owner sells or conveys the Property to another person or entity. This Assessment shall be levied to each Tract whether or not improved. Prior to the beginning of each fiscal year, the Association shall estimate the expenses to be incurred by the Association during such year in performing its functions, including but not limited to anticipated costs of operation. Assessments sufficient to pay such estimated expenses shall then be levied as herein provided, and the level of Assessments set shall be final and binding so long as it is made in good faith. The level of assessments, fees and dues shall be equal and uniform between all Tracts. The Association might levy Special Assessments whenever, in its opinion, such Special Assessments as are necessary to enable the mandatory functions of the Association under the Covenants and Restrictions. The amount and due date of any Special Assessments shall be at the reasonable discretion of the Association.

Each and every Owner covenants and promises to pay to the Association, when due, any and all dues, fees and Assessments levied by the Association. Any dues, fees and Assessments not paid within fifteen (15) days of their due date shall be in default and shall be subject to a late fee of twenty five dollars (\$25.00) per day or such other or amount as may be set by the Association and permitted by applicable law. Delinquent fees and Assessments shall bear interest at 10% annum from the date of delinquency until paid in full. Each and every owner covenants and agrees that the Association and its successors and assigns shall have a lien upon their tract(s), inferior only to the lien for taxes and any duly recorded mortgages, to secure the payment of any dues fees and Assessments in default and any reasonable court costs and attorney's fees incurred in connection with the collection of same, and such lien shall be evidenced by the filing of a Notice of Lien by the Association in the Public Records of Somervell County, Texas.

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

COMPLIANCE WITH PROVISIONS OF DECLARATION AND RULES AND REGULATIONS

Each Owner shall comply strictly with the provisions of these Covenants and Restrictions, the Declarations and the rules, regulations and decisions of the Association, adopted pursuant thereto and as the same may be lawfully 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 rights to use common areas (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 tract, by the Association or the Committee (through any of its members) or by the Developer, against any person or persons violating or attempting to violate any Covenant or Restriction herein contained. The Developer or the Association may levy a charge of up to two hundred dollars, (\$200.00) per day against any owner who is determined by the Developer or Association to be in violation of any of these restrictive covenants. The Owner shall be notified and can request a hearing as per the requirements set forth in Chapter 209 of the Texas Property Code.

MISCELLANEOUS

AMENDMENTS TO COVENANTS AND RESTRICTIONS:

The power to amend the Covenants, Conditions and Restrictions is retained by Developer.

DISPUTES:

Dispute or disagreement between any Owner and the Declarant, with respect to the interpretation or application of the Covenants and Restrictions shall be determined by the Developer, whose decision shall be binding upon all Owners.

NOTICES:

All notices of violations shall be in writing and may be delivered by United States Postal Service return receipt requested.

SEVERABILITY:

The illegality, invalidity, or unenforceability of any provisions under present or future laws shall not affect the other provisions of these Covenants and Restrictions, which shall remain in full force and effect. These Covenants and Restrictions shall be construed as if such illegal, invalid, or unenforceable provision had never comprised a part of these Covenants & Restrictions.

TERM:

The Covenants and Restrictions shall be effective for a term of (25) twenty-five years from the date of recording of the same. The Covenants and Restrictions shall continue in effect thereafter for successive (10) ten-year terms. These Covenants and Restrictions are public; each owner recognizes and agrees that violation of the same may result in irreparable damage or injury and therefore these restrictions are expressly subject to enforcement by injunction or other form of equitable relief.

WAIVER:

The failure to enforce any provision of these Covenants and Restrictions shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

EXECUTED this 4th day of January 2015.

The Views at Falcon Ridge, LLC, a Delaware limited liability company

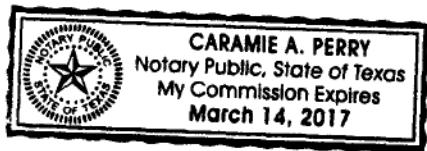
By: American Land Partners, Inc., a Delaware corporation, Manager

By: *Monte Magness*
Monte Magness, Authorized Agent

THE STATE OF Texas §

COUNTY OF Somervell §
§

The foregoing instrument was acknowledged before me on the 4th day of January 2015, by Monte Magness, Authorized Agent of The Views at Falcon Ridge, LLC.



Caramie Perry
Notary Public In and For the State Of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Michelle Reynolds

Michelle Reynolds, County Clerk
Somervell County, Texas

January 26, 2015 01:53:49 PM

FEE: \$98.00 JACKKI
COV&RES

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