



DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

KESSLER FARMS

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF PARKER §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (The "Declaration") is made by DKO 120 Development LLC (The "Declarant")

WHEREAS, Developer is the owner of the real property in Parker County, Texas, described in Article II Section I of this Declaration and desires to create thereof a planned community with open spaces and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community for the management and maintenance of said open spaces and other common facilities, and to this end desires to subject the real property described in Article 2 Section 2.1, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants, restrictions, and conditions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused or will cause to be incorporated under the laws of the State of Texas, a non-profit corporation, Kessler Farms POA, Inc. (or such other similar name as may be authorized by the State of Texas), a Texas non-profit corporation, for the purposes of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, Section I, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, conditions, easements, charges, and liens (sometimes referred herein as "restrictions, covenants, and conditions") hereinafter set forth.

**Article 1
Definitions**

Specific Definitions. The following words, when used in this Declaration or any supplemental Declaration (unless otherwise indicated) shall have the following meanings:

1.1. "Association" shall mean and refer to Kessler Farms POA, Inc., its successors and assigns.

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1.2. "The Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association.

1.3. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association.

1.4. "Lot" shall mean and refer to any plot of land shown upon and recorded subdivision plat of the Properties with the exception of the Common Properties as herein defined, and any other Lot made subject to this Declaration pursuant to Section 2 of Article 2, below.

1.5. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

1.6. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot or Living Unit which is a part of The Properties, including those which may be subject hereto pursuant to Section 2 of Article II, below, and including the purchaser under contract from Developer, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.7. "Member" shall mean and refer to every person or entity that holds membership in the Association.

1.8. "Developer" shall mean and refer to DKO 120 Development LLC, its heirs, successors and assigns.

Article 2 Properties Subject to This Declaration; Additions Thereto

2.1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Parker County, Texas, and is more particularly described on the plat as KESSLER FARMS, an Addition to Parker County, Texas, according to the Plat thereof recorded in Plat cabinet F slide # 355 of the Plat Records of Parker County, Texas.

2.2. Additional Property. Additional properties may become subject to this Declaration in any of the following manners:

2.2.1. Developer may, without the consent of any Owner or any other person, from time to time and at any time add or annex additional real property to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property, provided, however, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional property.

2.2.2. In the event any person or entity other than the Developer desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of a least seventy five percent (75%) of the outstanding votes within each voting class of the Association.

2.2.3. Any additions made pursuant to Paragraphs (a) and (b) of this Section 2, when made, shall automatically extend the jurisdictions, functions, duties and membership of the Association to the properties added, shall extend to the Owners of the Lots within such other properties the rights and privileges of Owners and membership in the Association and provided hereunder, and shall extend the plan of this Declaration to all properties covered by this Declaration and the Supplemental Declaration, and any reference to "Existing Property" or "Existing Properties" or the "The Properties" in this Declaration shall thereafter include such additional real property.

Article 3 Association, Organization, and Management

3.1. Board of Directors. The Board of Directors of the Association shall consist of not less than three (3) or more than five (5) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

3.2. Classes of Members. The Association shall have two classes of voting membership:

3.2.1. Each owner of a residence with exception to the Developer, shall be Class A Member and shall be entitled to one (1) Class A vote per lot. Where such owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised by such individual person as shall be designated in proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association.

3.2.2. The Developer shall be the sole Class B member and shall be entitled to ONE (1) for each Lot or Residence owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B Membership shall cease and be converted to Class A Membership at such time as the Developer no longer retains the right to appoint and remove members of the Board and officers of the Association pursuant to Section 3 below.

3.3. Control by Developer.

3.3.1. Notwithstanding any other language or provision to contrary in the Declaration, the Certificate of Formation, or in the bylaws of Association, Declaring hereby retains the right to appoint and remove any member of the Board of Association and any officer, or officers of the Association until 30 days after the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of the Declaration, (ii) the date upon which all the Lots intended to be part of the Development have been conveyed by the Developer to Owners other than a person or persons constituting the Developer; or (iii) the surrender by Developer of the authority to appoint

and removed directors and officers by an express amendment to this Declaration executed and recorded by Developer.

3.3.2. Upon the expiration of the period of the Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of the Section, such right shall automatically pass to the Owners, including Developer, if Developer then owns one or more Lots, and a special election as dictated by the Bylaws of Associations shall be called at such time. This special election shall serve as the election process for a new Board of Directors which shall undertake the responsibility of the Board and Developer shall deliver any applicable Association documents and records that it may have kept on behalf of the Association.

3.4. Other Membership Provisions. Each owner of a Lot shall be a member of the Association, and such membership shall continue so long as such person or entity continues to be an Owner. The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as a part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association. Each Owner shall comply with all rules and regulations as established by the Association from time to time.

3.5. Rights and Powers of the Association. The Association shall have the duty to maintain, insure, and pay all taxes and assessments on (or reimburse Developer for the same) all common areas on the Land and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of the Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

3.5.1. The power to promote the health, safety, and welfare of the Owners of the Lots.

3.5.2. The power to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and Bylaws of the Association.

3.5.3. The power to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and to pay all expenses, and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Properties of the Association.

3.5.4. The power to acquire (by gift, purchases, otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, to dedicate for public use, or otherwise to dispose of real personal property in connection with the affairs of the Association.

3.5.5. The power to borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred.

3.5.6. The power to keep accounting records with respect to all activities and operation of the Association.

3.5.7. The power to contract with and employ other for maintenance and repair.

3.5.8. The power to adapt rules and regulations concerning the operation of the Association.

3.5.9. The power to appoint a management company to operate the Association.

3.5.10. The power to have and to exercise any and all powers, rights, and privileges that corporation organized under the Texas Non- Profit Corporation Act by law may now or at a later time have or exercise.

3.5.11. The power to act in the capacity of principal, agent, joint venture, partner, or otherwise.

3.6. Enforcement of Declaration. The Association, through the Board of Directors, shall have the right enforce the Declaration, except and to the extent that the right to enforce certain provisions hereof has been granted to the Architectural Control Committee, whether expressly or by implication. If the Board of Directors shall fail or refuse to enforce this Declaration for an unreasonable period of time after written request to do so, then any aggrieved Owner may enforce this Declaration on his own behalf by appropriate action, whether in law or in equity.

Article 4

Property Rights in Common Properties

4.1. Members' Easements of Enjoyment. Subject to these terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the Bylaws of the Association, his right and easement of enjoyment to member of his family, his guests, his tenants, or contract purchasers who reside on the Properties.

4.2. Title to Common Properties. Developer shall retain the legal title or easements to the Common Properties until such time as development construction has been completed thereon.

4.3. Decorative Fencing. In addition to the other common areas defined herein, the Common Properties shall include decorative fencing around a portion of the perimeter of the Properties and a portion of the Common Property. The design and materials of construction and/or repair of the said decorative fence shall be approved by the Architectural Control Committee.

Article 5

Covenant for Maintenance Assessments

5.1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot or Living Unit owned by him within the Properties, hereby covenants, and each Owner of any Lot or Living Unity by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments of charges, (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as

hereinafter provided. Such annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. Separate annual or special assessments shall be made upon each Lot or Living Unit whether or not there is more than one Living Unit per Lot.

5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the Residents of the Development, including, but not limited to, security, the acquisition, construction, improvement, maintenance, insuring, and equipping of Common Properties, maintenance of private driveways or other improvements or landscaping which are designated by Developer to be maintenance obligations of the Association, the enforcement of the restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association including, without limitation, any ad valorem real and personal property taxes on any real and personal property owned by the Association, and the payment of all principal and interest when due on all debts owed by the Association.

5.3. Basis and Maximum of Annual Assessments. The regular assessments shall be based upon the cash requirements, as the Association shall determine necessary to provide for the payment of all estimated expenses arising out of or connected with the purposes described above. The regular assessments may be due monthly, quarterly, or annually, as determined by the Board. Until and unless otherwise determined by the Association and/or Declarant, the initial annual assessment shall be \$750.00 per Lot per year. The Annual Assessment may not be increased more than twenty-five percent (25%) above the maximum annual assessment of the previous year. The assessments described in this section shall be referred to as the "Annual Assessments."

The Board of Directors of The Association, may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment.

5.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assignment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51 percent (51%) of the votes of each Member who has voted in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

5.5. (Reserved for Future Use)

5.6. Quorum for any Action under Sections 4 and 5. The Quorum for any action authorized by Sections 4 and 5 shall be as follows.

5.6.1. At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty percent (51%) of all the votes of the membership shall constitute a quorum.

5.6.2. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.7. Due Date of Assessments. The annual assessments provided for herein shall become due and payable on the 1st day of January after the commencement day herein above set out and the due date of any special assessment under Article V Section 4 hereof shall be fixed in the resolution authorizing such assessment.

The Board of directors may, at its option, change the annual assessments to semi-annual, quarterly, or monthly assessment and determine the due date thereof.

5.8. Duties of the Board of Directors. The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of the Properties and assessments applicable therefore which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate and such certificate shall be conclusively evidence of payments of any assessment therein stated to have been paid.

5.9. Effect of Non-payment of Assessment: Personal Obligations of Owner; Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the property which shall bind such property in the hands of then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgement is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of his property.

5.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of

such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor form the lien of any such subsequent assessment.

5.11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

5.11.1. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.

5.11.2. All Common Properties as defined in Article 1, Section 1, hereof.

5.11.3. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Article 6 Architectural Control

6.1. The Developer hereby appoints and Architectural Control Committee (herein so called) which shall consist of three (3) members, who shall be appointed by the Developer. All matters before the Architectural Control Committee shall be decided by majority vote of its members. After the Developer conveys the last Lot owned by the Developer, the Association shall assume all of the rights and powers of the Architectural Control Committee and shall exercise same, through the Board of Directors, in the manner herein provided. In the event of the death, incapacity or resignation of a member of the Architectural Control Committee, the successor for such member shall be appointed by the majority of the remaining members of the Architectural Control Committee if such death, incapacity or resignation occurs on or before the Developer conveys the last Lot owned by the Developer, and by the Association if such death, incapacity or resignation occurs thereafter.

6.2. All building plans must be submitted to the Architectural Control Committee for approval before construction begins. No building, fences, wall sign exterior light, or other structure or other apparatus, either permanent or temporary shall be commenced, erected, placed, or maintained upon the existing property (or any Lot constituting a part thereof), nor shall any remodeling or reconstruction thereof, exterior addition thereto, change therein, or alteration, excavation, subdivision or re-subdivision thereof, including without limitation changes in or specifications showing the nature, kind, shape, height, materials, color, and location and other material attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, and shall include a plot plan showing the location of the improvements, the plan for drainage and the construction plans giving the dimension of all improvements and shall specify in addition to construction diagrams and specifications, all materials to be used and color schemes for all Improvements. The Architectural Control Committee will be deemed to have been given, and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have the right, all in the sole discretion of the Architectural Control Committee, to disapprove any plans and specifications submitted to it for any of the following reasons:

6.2.1. If such plans and specifications are not in accordance with any of the provisions of these covenants or the codes, ordinances and regulations of Parker County, Texas;

6.2.2. If the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surrounding of the existing property or with the adjacent dwellings or structures or with the topography;

6.2.3. If the plans and specifications submitted are incomplete;

6.2.4. If the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;

6.2.5. If the Architectural Control Committee deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the existing property.

The Architectural Control Committee is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the Architectural Control Committee shall be final, conclusive and binding upon all Owners. Neither the Architectural Control Committee nor Developer shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications to meet local Code and Laws. The authorization of any two members of the Architectural Control Committee on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full Architectural Control Committee.

Prior to building within the subdivision, all builders must be approved by the Architectural Control Committee. The Architectural Control Committee has the right to approve or reject any builder for any reason.

Article 7 Restrictive Covenants

7.1. Compliance Requirements: Each of the specifically numbered Lots shown upon any recorded residential subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance for continuity and conformance with the intended master plan of the premises:

7.2. No dwelling, accessory structure, alterations to existing structures, fence, or landscaping shall be erected or maintained on any Lot until the plans and specifications for same have been submitted according to the current Application Procedure and approved by the Architectural Control Committee prior to commencement of the same.

7.3. No building, fence, wall, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein

be made until the details, plans and specifications showing the color, nature, kind, shape, height, materials and location of same shall have been submitted in writing, to and approved according to the Application Procedure, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee.

7.4. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.

7.5. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the lot, or as otherwise approved by the Architectural Control Committee.

7.6. No dwelling or accessory structure shall be erected or maintained nearer than ten (10) feet from one side line and ten (10) feet from the other side line and ten (10) feet from the back line and twenty-five (25) feet from front line of any Lot or as approved otherwise by the Architectural Control Committee.

7.7. The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be not less than the following: all lots shall contain a minimum floor area of 2200 square feet in the Living Unit.

7.8. All dwellings shall be constructed of stone, stucco, masonry, brick, or such other materials as may be approved by the Architectural Control Committee, to the extent of at least 50% percent of the area of the outside walls on the first floor. The second floor of such dwellings may be masonry, or such other material as may be approved by the Architectural Control Committee.

7.9. No fence, wall, or hedge shall be placed on any portion of the sites with a height greater than seven feet (7') and no fence is permitted on any party of any Lot unless approved by the Architectural Control Committee. Should a hedge, shrub, tree, flower or any other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property or at the request of the Architectural Control Committee. Fencing should only be pipe fencing. No-climb wire is allowed. Fence cannot extend beyond the front plane of the house. No wood panel, picket or chain-link fencing shall be allowed unless approved by the Architectural Control Committee.

7.10. All Lots shall be used for single-family residential purposes only, no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two and one-half (2-1/2) stories in height (excluding basements), and a private two (2) car garage with side or rear entry.

7.11. Accessory Buildings may be constructed of earthtone metal with a minimum three (3) foot masonry wainscotting across the front. No Accessory Building may exceed 2000 square feet, with maximum plate height of fourteen (14) feet. No Accessory Building may be situated closer than twenty (20) feet behind the rear plane of the dwelling.

7.12. None of the Lots shall be subdivided into smaller Lots.

7.13. No animals of any kind shall be raised or bred on any Lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Up to 6 (six) chickens are allowed. Roosters are not allowed. No more than six (6) household pets will be permitted on each Lot. Pets must be contained inside a fenced and or within the dwelling. Invisible pet fences will be allowed. The ACC has the authority to grant variances for properly documented and submitted 4-H and/or FFA projects.

7.14. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

7.15. No sign shall be erected or maintained on any Lot except a "for sale" sign which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer or by the Association.

7.16. All swimming pools must be in ground and the location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the Architectural Control Committee.

7.17. Roofs shall be composition shingles (30-year guarantee minimum), wood shingles, slate, imitation slate, metal, or roof tiles, if compatible in color and texture with the prevailing roofing of homes within The Properties. Roofing materials must be approved in advance.

7.18. (Reserved for Future Use)

7.19. (Reserved for Future Use)

7.20. (Reserved for Future Use)

7.21. A Lot or any portion of any Lot that is exposed to the public view (including the area between the Lot's front yard and the road pavement) must be maintained by the property Owner in a neat and orderly fashion. In the event this restriction is not complied with, the Association has the right to cause this maintenance to be done at the expense of the property Owner.

7.22. No lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

7.23. No drilling, oil/natural gas development operations, oil refining, quarrying or mining operation of any kind shall be used upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or similar structure shall be erected, maintained, or permitted upon any Lot.

7.24. No outbuilding, shop, trailer or residence of a temporary character shall be permitted (except as otherwise reserved as a right by the Developer). No building material of any kind shall be stored on the lot until the owner is ready to commence construction of improvements.

7.25. No boats, trailers, recreational vehicles, camper or similar wheeled vehicle shall be stored (except temporarily – not to exceed 24 hours), nearer to the street than the front of the Living Unit situated thereon. No boats, recreational vehicles, camper or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage/shop.

7.26. All houses and structures permitted shall be completed within twelve (12) months from the date of commencement. No structure may be occupied unless and until the premises are connected in a proper manner to a sewage treatment system.

7.27. Specifically exempted from the provisions of this section are activities by Developer in furtherance of construction, maintenance and sales within the subdivision.

7.28. No vehicle of any size which transports inflammatory, explosive, or hazardous cargo may be kept in subdivision at any time.

7.29. No mailbox shall be installed without ACC approval. Each mailbox shall be constructed with a masonry column (no more than 48 inches tall) of similar construction as the Dwelling or as approved by the ACC. Each mailbox shall display the address of the Dwelling.

7.30. Each Lot on which a dwelling unit is constructed shall have landscaping in its front yard, including but not limited to, shrubs, flowers, ground cover, and grass of sufficient quality and design to be compatible with the intent of Developer. Landscaping of a Lot shall be completed with ninety (90) days after the date on which the Living Unit is ninety percent (90%) complete. Lot owners shall keep and maintain the Landscaping in a healthy and attractive condition.

7.31. Each Lot owner shall mow and maintain the landscaping on his/her lot in such a manner as to control weeds, grass and/or unsightly growth at all times. If after ten (10) days prior written notice, Owner fails to (i) fail to control weeds, grass and/or unsightly growth, (ii) remove trash, rubble, and/or construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy any unclean, untidy, or unsightly condition, then the Association shall have the authority and right to go onto said Lot to remedy the condition giving rise to the notice. The cost, together with interest and the cost of collection shall be a charge on the land and shall be a continuing lien upon the Lot. Such costs shall also continue to be a personal obligation of the Owner. The lien securing such costs shall be subordinate and inferior to any mortgage or renewals thereof that are recorded before costs are incurred.

7.33. The Owner of any Lot shall maintain the Lot and comply with any and all applicable law, ordinances, and regulations.

7.34. The minimum air-conditioned square footage of any primary dwelling constructed within the Properties shall be 2200 square feet.

7.37. The discharge of firearms is prohibited except for the protection of all personal property, self-defense, livestock and varmint extermination.

Article 8 Easement Reserved

8.1. Developer reserves for the use and benefit of the Association, a perpetual easement as shown on the recorded plat of the Properties, and as such other additions as may hereafter be covered and included in this Declaration as Supplemented for the purpose of erecting a fence of reasonable height and composition. The Association shall repair and maintain the fence if installed.

Article 9

General Provisions

9.1. **Duration.** The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of fifty-one percent (51%) of the Lots or Living Units have been recorded, agreeing to eliminate or change said restrictions, covenants, and conditions in whole or in part; provided however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

9.2. **Reserve Rights of Developer.** Notwithstanding any other provision hereof, Developer reserves the right (upon application and request of the Owner of any Lot) to waive, vary or amend (by an appropriate letter to the effect addressed and delivered to Developer), the application of any of these covenants and restrictions to such Lot, if in the sole discretion of the Developer, such action is necessary. Developer also reserves the right to divide or replat any of the Properties without any notice or consent of any other owner.

9.3. **Sales Office.** Developer may designate the location of a Sales Office for use in offering Lots for sale and all associated purposes.

9.4. **Invalidation and Severability.** The invalidation of any provision contained herein, by a court of competent jurisdiction, shall not impair the full force and effect of any other provision.

9.5. **Acceptance of Declaration.** The provisions hereof are made a part of each contract, and/or deed, as if they are fully set forth therein. Each conveyance shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein.

9.6. **Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Properties. The doctrine of Contra Proferentum shall not apply.

9.7. **Other Committees.** Developer may appoint a committee of one or more persons to exercise any and all of the discretionary rights and powers herein to Developer.

9.8. **Assignment.** Developer may assign to any person or entity any or all rights, powers, reservations, easements, privileges herein reserved by Developer. Any such assignee shall have the same right to assign.

9.9. **Notices.** Any notice required to be sent to any Member or Owner under this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person(s) who appears as a Member or Owner on the records at the time of such mailing.

9.10. Enforcement / Attorney Fees. Enforcement of these Declarations shall be by any proceeding at law or in equity against person violating or attempting to violate anything contained herein. If any controversy, claim, or dispute arises from or relates to this instrument, the prevailing party shall be entitled to recover from the losing party reasonable expenses and attorney fees, and court costs. The failure of the Association to enforce any provision herein contained shall not be deemed a waiver of the right to enforce such provision in future.

9.11. Amendments. Notwithstanding anything herein above, Developer, in its sole discretion, may amend or change these Declarations with the consent of at least fifty one percent of the outstanding votes.

9.12. Rule and Regulations. Developer may adopt certain reasonable rules and regulations, together with sanction for violations thereof, to insure the character and quality of Kessler Farms. From time to time the Association may amend or vary such rules and regulations according to the Bylaws of the Association.

Article 10

Policy Regarding Document Inspection

10.1. The purpose of this Policy is to establish procedures for the inspection of Association records and notify Owners of the costs to be incurred for the production and reproduction of the Association's books and records in response to a written request.

10.2. Owners, or their designated representatives, may have access to the Association records upon submission of a written request to the Association by certified mail to the mailing address of the Association or its authorized representative as listed in the current management certificate. The request must contain sufficient detail as to the books and records to be inspected.

10.3. The Association's books and records are those records designated by Section 209.005 of the Texas Property Code.

10.4. The Association will keep the following records confidential: violation histories of owners, owner's personal financial information, owners contact information other than address, and association personnel files.

10.5. The written request must specify whether the Owner wants to inspect before obtaining copies or have the Association forward copies.

10.6. If inspection is requested, within ten (10) business days of receipt of written request, Association must send written notice of dates during normal business hours that the Owner may perform the inspection.

10.7. If copies are requested, Association shall produce copies within ten (10) business days from the date of the receipt of the request. If Association cannot produce copies within ten (10) business days, Association shall notify the Owner within the ten (10) business day window and then produce the requested records within fifteen (15) business days of giving notice to Owner. The Association may produce all requested books and records in hard copy, electronic format, or other format readily available to the Association.

10.8. Owners are responsible for the costs of producing and copying Association records in accordance with the cost schedule below. The Association will estimate the costs for producing records prior to producing.

10.9. Inspection shall take place at the office of the Association's management company or such other location as the Association designates during normal business hours. No Owner, or designated representative, shall remove original records from the location where inspection takes place nor alter the records in any manner.

10.10. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

10.10.1. Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.15 per page or part of a page. Each side that has recorded information is considered a page.

10.10.2. Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, which may be associated with a particular request. The charges for nonstandard copies are:

10.10.3. Flash Drive – actual cost

10.10.4. Non rewritable CD (CD R) \$1.00;

10.10.5. Digital video disc (DVD) \$3.00;

10.10.6. Other electronic media - actual cost;

10.10.7. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic) actual cost.

10.10.8. Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association may charge for the programmer's time. The hourly charge for a programmer is \$28.50 an hour.

10.10.9. The charge for labor costs incurred in processing a request for information is \$25 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in a remote storage facility.

10.10.10. When confidential information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages.

10.10.11. Overhead charge. Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. If an Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (ii) of this subsection.

10.10.1.1. An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records.

10.10.1.2. The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. (Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00).

10.10.12. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge.

10.10.13. Postal and shipping charges. An Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

10.10.14. These charges are subject to periodic reevaluation and update.

10.11. The Association may require the Owner requesting documents to pay the estimated costs associated with production and copying in advance. If the estimated cost is different than the actual cost, the Association shall submit a final invoice to the Owner on or before thirty (30) business days after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the Owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the Owner, or the Association will add such additional charges as an assessment against the Owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the Owner.

Article 11

Policy Regarding Document Retention

11.1. The purpose of this policy is to ensure that the necessary documents of the Association are protected and maintained.

11.2. The Association is in charge of administering the Policy. The Board is authorized to make changes from time to time to ensure it is in compliance with all applicable laws.

11.3. This policy applies to all hard copy records as well as all electronic records.

11.4. Documents are to be retained as follows:

11.4.1. Governing Documents: will be retained permanently.

11.4.2. Financial Records: will be retained for 7 years.

11.4.3. Owners Account Records: will be retained for 5 years.

11.4.4. Contracts: will be retained for 4 years after the end of the contract terms.

11.4.5. Meeting Minutes: will be retained for 7 years.

11.4.6. Tax returns and audit records: will be retained for 7 years.

11.5. If the Association is served with a subpoena, becomes aware of potential pending litigation concerning or involving the Association, or becomes aware of a governmental investigation or audit concerning the Association, all documents relevant to any such claim, audit or investigation will be retained indefinitely, or until conclusion of the matter or until such time as the Board of Directors shall decide.

Article 12 Policy Regarding E-mail Registration

12.1. The purpose of this policy is to ensure that each owner receives proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code. This E-mail Registration Policy is also intended to provide the Association with a method to verify the identity of owners who cast electronic ballots in elections via e-mail.

12.2. Each owner must register an e-mail address with the Association and must keep his or her registered e-mail address up-to-date and accurate. An owner may register his or her e-mail address by submitting a request to register or change his or her e-mail address to the Association's property manager, via e-mail, mail, or facsimile. Alternatively, the Association may allow an owner to register his or her e-mail address through a form on the Association's website, if any. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. Please note, correspondence to the Association and/or its property manager from an email address for any other purpose other than an express statement to register an email address is not sufficient to register such email address with the Association.

12.3. In the event an owner fails to register an accurate email address with the Association, the owner may not receive email notification of regular and special Board meetings. Also, the Association may use an owner's registered email address for purposes of verifying the owner's identity for electronic voting. If an owner fails to register an email address with the Association or submits an electronic ballot from an email address other than the email address registered with the Association, such owner's electronic ballot may not be counted. The Association has no obligation to actively seek out a current email address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered email address is returning an email delivery failure message/undeliverable message.

Article 14
Policy Regarding Alternative Payment Plans

14.1. The purpose of this Policy is to assist Owners in managing their delinquent assessments and fees and remain current on the payment of those amounts owed to the Association by providing a uniform and orderly procedure by which Owners can make payments to the Association.

14.2. Only the Owner of record can enter into a payment plan.

14.3. The Association will accept payment plans in which the delinquent balance should be paid in full within a minimum term of three (3) months or a maximum term of eighteen (18) months. The Board of Directors shall have discretion to decide the length of the term.

14.4. The Association Board of Directors will consider alternate payment plan terms, if the homeowner presents the alternate terms in writing and the Owner has not failed to honor the terms of a previous payment plan within the last two (2) years.

14.5. The Association Board of Directors will notify the homeowner, directly, or through its managing agent, of acceptance/denial of payment plan schedule. If accepted, Owner must submit a signed payment plan along with the initial payment to the designated address.

14.6. If the Association bills an Assessment, Special Assessment, or other applicable Association fee, it must be paid in full within thirty (30) days and is not to be included in the payment plan schedule.

14.7. If an Owner requires a payment plan for a Special Assessment, or other applicable Association fee, and does not have a delinquent balance, a payment plan can be entered into that ensures the balance due is paid prior to the next scheduled Assessment, or Special Assessment (if applicable).

14.8. Owner payments are to be received by the 15th day of each month, unless otherwise approved by the Association Board of Directors or its managing agent.

14.9. If payments are submitted in accordance with the payment plan guidelines, the Owners account will not incur additional late fees but may continue to incur interest. The Association may charge a reasonable fee to negotiate, establish and initiate a payment plan and charge a monthly fee to administer the plan for the duration of the payment plan.

14.10. If the payment plan goes into default, a subsequent payment plan may not be approved by the Board of Directors for a period of two (2) years.

Article 15
Policy Regarding Application of Payments

15.1. Except as provided by Paragraph 2, a payment received by the Association from the owner shall be applied to the owner's debt in the following order of priority:

15.1.1. any delinquent assessment;

15.1.2. any current assessment;

15.1.3. any attorney's fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;

15.1.4. any attorney's fees incurred by the Association that are not subject to Subdivision (3);

15.1.5. any fines assessed by the Association; and

15.1.6. any other amount owed to the Association.

15.2. If, at the time the Association receives a payment from a property owner, the owner is in default under a payment plan entered into with the Association:

15.2.1. the Association is not required to apply the payment in the order of priority specified by Subsection (a); and

15.2.2. in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

Executed this 11th of October, 2022.

DKO 120 Development LLC, a Texas limited liability company

[Signature]
Derek Osburn, Manager

STATE OF TEXAS
COUNTY OF PARKER

This instrument was acknowledged before me on this the 11th day of October, 2022, by Derek Osburn, Manager of DKO 120 Development LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public, State of Texas

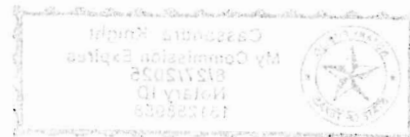
AFTER RECORDING RETURN TO:
GloboLink Management
PO Box 1532
Keller, TX 76244-1532

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

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10/18/2022 01:29 PM
Fee: 98.00
Lila Deakle, County Clerk
Parker County, Texas
RESTRICT



**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
& RESTRICTIONS FOR KESSLER FARMS**

STATE OF TEXAS §
 §
COUNTY OF PARKER §

This First Amendment to Declaration of Covenants, Conditions & Restrictions for Kessler Farms ("Amendment") is made as of this 23rd day of October, 2024, by DKO I 20 Development LLC ("Declarant").

RECITALS

WHEREAS, DKO I 20 Development LLC, as Declarant, placed certain Declaration of Covenants, Conditions & Restrictions for Kessler Farms of record dated October 18, 2022, and filed with the County Clerk of Parker County, Texas, under Instrument No. 2022-37703, and

WHEREAS, the Declarant desires to amend said Declaration of Covenants, Conditions & Restrictions, for Kessler Farms as follows:

Article 7, section 7.25 is amended as follows

7.25. No boat, trailer, recreational vehicle, camper or similar wheeled vehicle shall be stored (except temporarily - not to exceed 24 hours), nearer to the street than the front of the Living Unit situated thereon. No boat, trailer, recreational vehicle, camper or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage/shop. Semi-trucks are prohibited. No semi-truck/trailer/tractor may be stored or parked on any lot at any time.

NOW, THEREFORE, Declarant does hereby amend the Declaration of Covenants, Conditions & Restrictions, for Kessler Farms as stated above. All other provisions of said Declaration of Covenants, Conditions & Restrictions, for Kessler Farms are not amended herein and remain in full effect.

Executed this 23rd day of October, 2024.

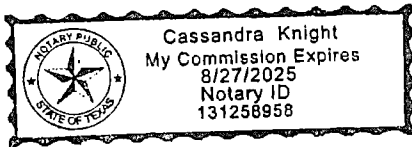
DKO I 20 DEVELOPMENT LLC, a Texas Limited Liability Company

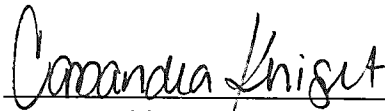


Derek Osburn, Managing Member

STATE OF TEXAS
COUNTY OF Parker

This instrument was acknowledged before me on this the 23rd day of October, 2024, by Derek Osburn, of DKO I 20 Development LLC, a Texas Limited Liability Company, on behalf of said company.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:
GloboLink Management
PO Box 1532
Keller, TX 76244-1532

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

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Fee: \$29.00

Lila Deakle, County Clerk

Parker County, Texas

AMENDMENT