

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
HARRIS VILLAGE ADDITION, PHASE FIVE**

STATE OF TEXAS

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COUNTY OF MCLENNAN

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WHEREAS, Harris Village Limited Partnership and ANNMON, Inc. ("Developer") is the owner or developer of the subdivision in the City of Robinson, McLennan County, Texas, known as Harris Village Subdivision (herein sometimes called "HARRIS VILLAGE" or "Subdivision"), being all of Lots 38-42, Block 1, Lots 20-28, Block 4, and Lots 1-7, Block 5, of the Harris Village Addition, Phase Five to the City of Robinson, McLennan County, Texas, as per plat of said addition and phases to said addition being recorded under Clerk's File #2004038268, Official Public Records of McLennan County, Texas and Recorded in Volume 1121, Page 55 of The McLennan County Deed Records.

WHEREAS, Developer desires to create and carry out an organized and uniform plan for the improvement, development, sale, and possession of all the numbered lots in said Subdivision, for the benefit of present and future owners of Harris Village.

NOW THEREFORE, Developer does hereby adopt and establish the following reservations, restrictions, covenants and easements to apply (a) in the use, maintenance, occupancy, preservation of value and conveyance of all such numbered lots in said Subdivision and (b) to use in each contract or deed, which may be executed, delivered and accepted. By acceptance of a contract, deed or other conveyance, each lot owner shall be deemed to covenant and agree to the following reservations, restrictions, covenants and easements, regardless of whether or not such reservations, restrictions, covenants and easements are set out in full or referenced in said contract or deed (the headings being employed are for convenience only, and not controlling over content).

1.

BUILDING SITE

As used in these restrictions, the term "building site" means all, or all plus a part of an adjacent lot, of the bubbled lots in any of the Subdivision.

2.

SINGLE FAMILY RESIDENTIAL PURPOSES ONLY

No lot or building site shall be used for any purpose except for single family residential purposes. No building shall be erected, altered, placed or permitted to

remain on any building site other than one single family type dwelling and garage, together with any permitted outbuilding.

A single family type dwelling is defined as:

- a) A residence occupied by a single family unit which may consist of the owner of the residence, his or her spouse, his or her children, and his or her parents; or
- b) A residence occupied by no more than two unrelated individuals and lineal descendants thereof, or
- c) A residence occupied by either the owner, the spouse of the owner, the parents of the owner, or the lineal descendants of the owner and their authorized guests, but which is not used by such persons as a rooming or boarding house for unrelated persons; or
- d) A residence occupied by not more than four unrelated persons and lineal descendants thereof under a lease agreement with the owner of the residence; or
- e) A residence occupied by a single family unit consisting of no more persons than are otherwise authorized herein under a lease agreement with the owner of the residence.

No provisions in these restrictions shall be construed to prevent the Developer, or any real estate agent or homebuilder approved by Developer, from erecting, permitting or placing such facilities or structures, either permanent or temporary, of whatever nature, on a lot or lots as may be necessary or convenient during the period of, and in connection with, the sale of lots, or the construction or selling of new residences in the Subdivision. Such facilities may include, but shall not be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales offices. The Developer, or its designated agent, shall also have the right to use a residence, situated on a lot, as a temporary office or a model home during the period of, and in connection with, constructions and sales operations in Harris Village.

3.

ARCHITECTURAL CONTROL COMMITTEE

No building or other improvements shall be erected, placed or altered on any building site until the construction plans and specifications, and a plan showing the location of the structure or improvements, have been approved by a majority of the Architectural Control Committee (the "Committee") as to the quality and workmanship and type of building materials; harmony of external design with existing structures; and location with respect to topography, easements, building lines and finish grade elevation. The Architectural Control Committee shall consist of Three (3) members, whose names are Nell F. Hart, Gary Hart and Jane Hart. A majority of the Committee may designate a representative to act for it. In the event of resignation or impossibility to continue serving go any member of the Committee, the remaining members shall have full authority to designate a

successor. In the event that all of the Committee members are unable or do not desire to serve, then the Committee may appoint (3) three new replacement members or may designate one (1) representative to act on all three members' behalf. Neither the members of the Committee or its designated agent shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval, or disapproval, as required herein, shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after plans or specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the conclusion of improvements, approval will not be required, and the related covenants shall be deemed to have been fully satisfied. It is stipulated, however, that to be approved, all construction on any building site must comply with all requirements of these Deed Restrictions and failure to give written approval within 30 days or enjoin construction as provided for herein shall not waive any of these restrictions other than Architectural Control Committee approval.

The Architectural Control Committee and the Association's Board of Directors may appoint a representative, as provided herein, and the record of such appointment will be kept in the records of the Committee of Association.

4.

MINIMUM SIZE OF DWELLING AND LOTS

The minimum air conditioned area per dwelling, exclusive of garages, porches and attics will be 1350 square feet. No lot or building site shall be resubdivided into smaller building sites, nor conveyed or encumbered in any less than the full original dimension as originally conveyed. Nothing herein contained shall prevent the dedication or conveyance of operations of building sites for additional easements for public utilities. Lots may be combined and a home constructed on more than one lot provided the front and side yard setbacks are maintained with regard to the adjoining lots.

5.

BUILDING LINES

No building shall be located on any building site nearer than 23 feet to the front lot line, or 15 feet nearer to the side lot line, when the side lot line is on the corner. No dwelling shall be located nearer than 20 feet to a rear lot line. Detached garages and approved outbuildings may be located behind the dwelling and no closer than 5 feet from the side lot line or rear lot line.

6.

FACING OF RESIDENCES

Dwellings shall face the front lot line, dwellings on corner lots shall face the street from which the greater building setback is shown on the recorded plat. This

requirement may be waived by the Committee if, in its sole opinion, the conditions warrant the change.

7.

MATERIALS REQUIRED

Only new construction material (except masonry) shall be used in constructing any structures in the Subdivision. Exterior colors (for house, mailbox, fence, roof, and other residential appurtenances), stone or other masonry colors and exterior shutter or door colors all must be approved in writing by the Committee. This includes initial construction and any repainting after initial construction. No structure shall be occupied or used until the exterior construction thereof is completed, the interior construction is substantially completed and a certificate of occupancy has been issued by the City of Robinson, Texas (the "City").

8.

GARAGES, CARPORTS AND OUT BUILDINGS

Each and every residential structure shall have a garage to be constructed at the time of construction of the main residence, and shall be constructed for not less than two (2) automobiles unless otherwise approved by the Committee. No garage shall ever be changed, altered, enclosed or otherwise converted for any purpose other than for the housing of automobiles or other vehicles unless approved by the Committee. All roof materials must be of the same nature as the materials used on the main residential dwelling and all garage walls must be constructed of the same material, or other similar material, as the exterior of the main residential dwelling. Any storage buildings, outbuildings or other structures must be located in the rear yard and screened with fencing from view from streets adjoining the lot containing such structures. Any such additional building structures shall be only one story and their location, height, size, building materials and color must be approved in writing by the Committee, prior to construction.

Unless approved in writing to the contrary by the Committee, garages may not be enclosed unless the original size of the garage door is continuously maintained and the visible portion of the residence from the street is not altered. Window unit air conditioners, seen from any street, are not allowed anywhere in the residence structure, including an enclosed garage area. In no way shall the fact that a garage has been enclosed be visually detectable from the street. No exterior door or window may be added to the front of the house within, or in place of, the original garage door if a majority of the garage is enclosed. Additionally, any enclosure of the garage must be approved in writing by the Committee.

9.

EASEMENTS AND STREETS

Easements for installation or maintenance of utilities, access, and drainage are reserved as shown and provided for on the recorded plates. In addition, a 6 feet drainage easement is reserved along each side of the lot lines and 10 feet on the rear lot lines. No buildings or other permanent structures are allowed on these easements, except for driveways, sidewalks, culverts, foot bridges, porches and fences. Future use of these easements as improved bicycle or walking paths is permissible. Any construction over and across a drainage easement must be approved by the City. All easements are to be maintained by the owners of the lots where the easements exist. No basketball goals or other recreational devices shall be placed at or near the street. Any such devices shall be located no closer to the street than the building set back line.

10.

NUISANCES PROHIBITED

No noxious, loss or offensive activity shall be permitted upon any portion of the Subdivision, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. Loud music is not permitted anywhere in the Subdivision regardless of the source.

11.

TEMPORARY STRUCTURES PROHIBITED

A structure of temporary character, including but not limited to, mobile homes, manufactured homes, recreation vehicles, trailers, tents, shacks, garages, barns, basements or other outbuilding, shall not be used on any lot at any time as a residence, either temporarily or permanently. In no event shall a mobile or manufactured home ever be permitted on any lot in the Subdivision, unless the express written permission is obtained from the Committee.

12.

SIGNS AND WINDOW SCREENS

No signs of any kind shall be displayed to the public view on any building site or lot, except such signs as shall have been approved by the Committee and signs erected by the Developer or signs advertising the dwelling for sale or rent. No foil paper, cardboard, plywood, newspaper, sheets or other bed linen, or other unsuitable materials will be allowed to screen or cover windows, either internally or externally, except for an emergency period of three (3) weeks or less. The Committee's decision about the suitability of window coverings shall be final.

13.

NO MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall any mineral wells, pumps, compressors, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designed for use in foreign for oil, natural gas, or any other mineral or substance, shall be erected, maintained or permitted on any lot.

14.

LIVESTOCK

No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any lot, except that dogs, cats, fowl, or other household pets may be kept if they are not used, maintained or bred for any commercial purposes, and provided such pets do not become a nuisance to the neighborhood. All such pets to be enclosed in a fenced area adequately designed to restrain the pet from leaving the premises. When a pet is off the premises the pet must be on a leash. In no even shall any lot owner have more than four (4) dogs and cats in the aggregate.

15.

MAINTENANCE OF BUILDING SITES AND LOTS

All building sites and lots, whether improved or unimproved, shall be kept in a sanitary and attractive condition and shall in no event be used for storage of material and equipment except for normal residential requirements incidental to construction improvements thereon as herein permitted. No owner of any lot shall permit the accumulation or burning of garbage, trash or rubbish of any kind thereon.

Those portions of each improved lot that are visible from the street, primarily the front yard, shall be maintained with domestic grass and/or suitable ground cover, integrated with any natural trees and bushes that may be incorporated into the landscaping. Each home owner shall plant on live/red oak tree, approved by the Committee, and 12 shrubs on the front yard of each lot and shall maintain such tree and replace tree if it dies with a live/red oak, approved by Committee, with a minimum circumference of 3 inches. In any case, whether a yard is primarily covered with grass and/or ground cover or largely with natural growth, the yard shall be kept in a manner consistent with a well-maintained attractive neighborhood.

If the owner of any lot fails to keep the grass and vegetation cut as often as may be necessary to maintain the lot in a neat and attractive condition, or replace a live/red oak or shrub which has died, the Committee may have the grass or

vegetation cut or replace the dead oak or shrub, and the owner shall be obligated to pay, or otherwise reimburse the Committee, for the cost of such work. Such obligation shall be secured by the Vendor's Lien retained herein below. By acceptance of the grant deed, each owner in the Subdivision grants to the Committee authority to enter upon such owner's property without threat of trespass or other liability against the Committee excepting misconduct by the Committee, its officers, employees and agents.

All clothes lines, yard equipment (including law chairs, benches, tables, swings and the like), outdoor cooking equipment (barbecue pits, hibachis and the like), play equipment (swing sets, slides, pool, etc.), wood piles or storage piles shall be kept screened by a solid wood or masonry fence, service yard, drying yard, or other similar facility as herein otherwise provided, so as to conceal them from view of street. Tool sheds, fences and any other construction improvement shall be subject to approval by the Committee. No fences may be built on the front of any lot unless improved in writing by the Committee. Any furniture located in view of the street is subject to approval of the Committee. The committee shall have the right to enforce action to remove violations by injunctive relief if necessary to assure aesthetic quality of the Subdivision.

16. VEHICLES

No vehicle or trailer, which is inoperative, wrecked, dismantled, discarded or which does not have (i) a lawful license affixed thereto, (ii) an unexpired license plate or plates, and (iii) a valid motor vehicle safety inspection certificate, shall be permitted upon any lot. If visible from the street for a period longer than 72 hours such violative vehicles shall be subject to being towed away by the Committee at the owner's expense.

No vehicles shall block sidewalks by being parked in street easement of lots. Vehicle parking is limited to driveway on house side of sidewalk.

No truck or van with more than two axles, service vehicles (including but not limited to, those containing multiple tool boxes, ladder racks, welding equipment, construction equipment or other similar equipment or accessories), boat, trailer, motor home, mobile home, manufactured home, house trailer, or recreational vehicles, may be kept on the street in front of any lot, unless it is kept behind the 23 and 15 foot building set back lines and inside the garage or yard areas, behind fences or walls, and concealed from public view. No vehicle of any kind may be parked on lawn areas for any reason. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair and maintenance of the Subdivision or of any properties in the Subdivision. Passenger vehicles may be parked on the street in front of lots for periods of time not to exceed twelve (12) hours in any twenty-four (24) hours period. Any vehicle—save police or other similar government vehicles

—parked for a longer time may be towed away by the Committee at the lot owner's expense. This restriction is not to be construed to prohibit periodic overnight guests from parking in the street, but is to specifically prohibit residents from using the street as the usual overnight parking for vehicles. No major repair work, dismantling, or disassembling of motor vehicles or other machinery or equipment shall be permitted in or on any drive, street, garage, carport or any part of any lot.

No motorcycles, motorbikes, dirt-bikes, motor-scooters, go-carts, or three and four wheel "off-road" vehicles, nor any similar vehicles, whether licensed or unlicensed may be operated by unlicensed operators on any lot or on any street in the Subdivision. Furthermore, no motor vehicle that is operated, either legally or illegally, on the lots or on the streets of the Subdivision shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a danger, nuisance or annoyance to the neighborhood.

17.

STORAGE OF MATERIALS

No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence construction of improvements, and then, only if such material shall be placed within the property lines of the lot being improved. No building materials, material scraps, stumps, trees, underbrush, or any refuse of any kind, shall be placed on any other lots, streets or easements in the Subdivision, other than the lot being improved. All such material, if not disposed of immediately, must remain upon the lot upon which the construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the lot.

18.

GARBAGE AND REFUSE

All lots shall at all times be kept in a clean, sanitary and attractive condition. No lot shall be used or maintained for storage of materials, nor as a dumping ground for rubbish, trash, garbage, or other waste. All household base shall be kept only in sanitary containers provided, or approved, by the City. All trash, garbage, and waste containers shall be kept behind a fence or otherwise out of sight of the street, except upon those days scheduled for garbage and refuse collection by the City or a privately contracted collector. All trash, garbage and waste containers shall be kept concealed from the public view, behind a fence or out of sight of street, except on scheduled pick up days.

19.

FENCES, WALLS, AND MAILBOXES

No fence, wall, or any other structure shall be erected, added or placed on any lot nearer to any front lot line than the nearest front corner of the residential dwelling, unless approved by the Committee. All fences, walls and mailboxes shall be of a nature and quality so as to be harmonious with, and enhance, and not detract from the general appearance of the Subdivision and must be approved in writing by the Committee prior to construction. Each individual lot owner is responsible for keeping, repairing, replacing and maintaining any existing fence or wall that is on the owner's lot or adjacent right-of-way. All fences will be made of cedar with metal post, unless otherwise approved by the Committee. Cyclone fences are allowed only if fully screened from public view (ie. "dog runs"); however, any and all such cyclone fences and the use thereof must first be approved in writing by the Committee. Fences may be reasonably stained to enhance natural appearance but are not to be painted unless approved by the Committee. The "good side" of the fence (that is, the side that shows the fence slats or pickets only) shall always face the public street closest to such fence. Final approval and its facing shall be at full discretion of the Committee.

20.

CONSTRUCTION STANDARDS

All construction must meet the requirement and specifications set forth by the City's building codes and ordinances. Where not otherwise specified by such codes and ordinances, the requirements set forth by these Restrictions shall prevail.

21.

FIREARMS

The use or discharge of pistols, rifles, shot guns, or other firearms or firecrackers/ fireworks is expressly prohibited in or on any part of the Subdivision. No hunting or trapping of any kind is allowed in the Subdivision.

22.

ANTENNAE

No external antennas of any kind shall be permitted on any lot within the Subdivision without prior written approval of the Committee as to antenna size, height, placement and visibility. No satellite antenna nor any antenna dish may be parked, erected or installed either permanently or temporarily, on any lot, except in backyard areas where it is substantially concealed from public view.

HARRIS VILLAGE OWNERS ASSOCIATION

It is further covenanted by Harris Village Limited Partnership, that on or before December 31, 2005, based on lots initially sold by the Developer, there shall be formed a mutual non-profit corporation under the laws of the State of Texas, in which the owner of each lot in Harris Village Subdivision agrees to become, and shall be, a member. Membership shall be limited to the purchasers and owners of lots in the Subdivision. The articles of incorporation of said corporation shall specify, among the purposes and duties of said corporation, the enforcement of all said restrictions, covenants and conditions and payment of any and all legal and other expenses in connection therewith; the maintenance, preservation and improvement of property in the Subdivision; the keeping and maintaining said property, and every lot therein, in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets; providing for security guards and/or aids; appointing members to the Committee and keeping it accountable to members, so far as it may lawfully act; maintaining communication among neighbors; engaging in common interest issues; and transacting other business as may be permitted by law. Each member of said Association agrees to pay to said corporation, when formed, dues or assessments for such purposes which may be fixed by law or lawful acts of the Association's Board of Directors. The initial dues payable to the Association shall be \$164.10 per year. Such sum shall be payable annually. In any calendar year dues and assessments shall never increase by more than five percent (5%) of the amount payable in the prior year except upon written approval to the contrary of owners of not less than ninety percent (90%) of the lots in the Subdivision. The Association may contract with any third party, for the collection of its dues. By contractual agreement herein stated, the Association has an automatic right to post a lien on any property on which the assessments are in arrears. Such lien shall in all respects be subordinate and inferior to third party purchase money liens created in connection with acquisition of property and improvements in the Subdivision.

It is understood and agreed that the articles of incorporation and by-laws of said corporation shall provide for substantially the following definitions:

Membership: Every person or entity who is record owner of any lot in Harris Village Subdivision (which by covenants of record is subject to assessment by the Association) shall be a member of the Association, provided that such person or entity does not hold such interest merely as a security for the performance of an obligation.

Voting Rights: The Association shall have two classes of voting memberships:

Class A: Class A members shall be all those owners other than the Developer or a contracted or speculative Builder as defined by the Developer. Class A

members shall be entitled to one vote for each lot in which they hold the interests required for membership. When more than one person holds such interests or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they amend themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B members shall be the Developer. The Class B member shall be entitled to four votes for each lot in which it holds the interest required for membership, provided that the Class B membership shall cease and become to Class A membership when the lot is sold to a third person other than a Developer.

It is further understood and agreed that the articles of incorporation shall provide that the corporation's existence shall be perpetual and that Harris Village Limited Partnership, as incorporator, shall have the right and duty to appoint the initial Board of Directors of the Association and take all other steps necessary to assure the creation, existence and organization of the corporation.

24. **COMMON AREAS**

Developer reserves an easement at the entrance of the Subdivision 15 feet in width along the Northeast line of Lot 1, Block 2 and being along Heston Circle Drive and 40 feet in width along the Southeast line of Lot 1, Block 1 and being along Greig Drive. The easement shall be for the purpose of erecting, maintaining, altering, improving, replacing and lighting an entryway to the Subdivision. Developer shall be the initial installation cost. The obligation to maintain the improvements on the easement and the easement itself shall be with the Committee. The Committee shall have the sole and exclusive authority determine the nature and extent of the maintenance, repair, improvement and replacement. All cost shall assessed equally to all lot owners. The Committee shall have the right to estimate the cost for the following year and assess such amount in advance. The assessments shall be due on demand.

25. **PERIOD OF RESTRICTIONS**

These reservations, restrictions, covenants, and easements are to run with the land and shall be binding on all parties and all persons for a period of twenty (20) years from the date this instrument is first recorded. Thereafter, said reservations, restrictions, covenants, and easements shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the majority of the owners of the lots within the Subdivision, has been recorded agreeing to change, amend or cancel said reservations, restrictions, covenants, and easements in whole or in part.

26.

ENFORCEABILITY

The covenants, reservations, easements and restrictions set out herein are for the benefit of any owner or a lot or lots in the Subdivision, said owner's heirs, executors, administrators or assigns, and the Committee. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties. Developer or its partners own other property adjacent or in close proximity to the Subdivision. Developer or its partners are under no obligation to similar restrict any other property which Developer may own or acquire in the future.

27.

COLLECTION AND ENFORCEMENT FOR NON-PAYMENT OF ASSESSMENTS, FINES AND OTHER FEES

a. If any Owner violates a provision, restriction, or other matter addressed in this Declaration the Association shall have the right to enforce the provisions, restrictions, or other matters addressed herein by way of levying a fine or other fee against the violating Owner. Said fines or other fees shall be levied in accordance with the rules provided herein and those adopted by the Association. Owner's may be notified with reasonable specificity as to what constitutes a violation and what the fine is for each violation. All fine amounts will be reasonably related to the nature of the violation at issue. Said fines or other fees may be increased by the Association and notice of such increases will be provided to the Members of the Association in accordance with the Associations governing policies and practices or in accordance with the provisions provided herein.

b. The Board of Directors shall take such actions as it seems necessary to collect assessments, fines or other fees and may settle and compromise the same if the Board of Directors determines doing so is in the best interest of the Association. The liens in favor of the Association to secure payment of assessments, fines or other fees will be effective as and in the manner provided heroine and will have the priorities established in this Declaration.

c. The Board of Directors may bring an action at law or in equity against any Owner personally obligated to pay an assessment or may foreclose the lien against such Owner's Lot, or both, and interest, costs and reasonable and necessary attorney's fees of any such action(s) will be added to the amount of such assessment.

d. To evidence the Association's lien securing payment of assessments the Board of Directors mar, but is not required to, prepare written notice setting forth (i) the amount of any unpaid indebtedness, including assessments, interest, late

charges, costs, and reasonable attorney's fees; (ii) the name of the Owner of the Lot; and (iii) a legal description of the Lot. Such notice will be signed and acknowledged by an officer or adult authorized agent or attorney of the Association and will be recorded with the Clerk of McLennan County, Texas. The assessment lien will become enforceable from the date such assessments were due and will continue so until all sums owing have been fully paid or otherwise satisfied. Upon timely curing of the default for which a Notice of Lien was filed by the Association, the Board of Directors is authorized to cause to be recorded an appropriate Notice of Payment of such amounts. The cost of preparing and recording such Notice of Payment is the defaulting Owner's expense, which, as and when incurred, will become an assessment owing and as such will be subject to recovery in the manner provided herein for assessments.

e. By virtue of the ownership of each Lot, whether or not it is so expressed in the deed or other conveyance to any Owner of title to such Lot, there is hereby expressly granted to the Association, in connection with the lien herein above created in and to each lot, a power of sale to be exercised in accordance with Section 51.002 of the Texas Property Code, as amended or superseded from time to time referred to in this Declaration as the "Foreclosure Statute."

f. If the Association elects to pursue its lien rights pursuant to the private power of sale granted herein or by law, the Notice of Sale will be executed by the person designated by the Board of Directors to act on behalf of and for the benefit of the Association in accordance with the Foreclosure Statute. In this regard, each Owner hereby appoints and designates any trustee appointed by the Association and acknowledges that such trustee shall be vested with all powers afforded trustees under the Foreclosure Statute, as amended, and agrees that to the extent necessary, the Declaration shall constitute a contractual deed of trust lien on his Lot to secure all of Owner's obligations for assessments and otherwise as contained in this Declaration.

g. The assessment lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association pursuant to the procedures of the Foreclosure Statute, as herein authorized, or by any other means to which the Association is entitled at law or in equity. Any such foreclosure pursuant to the Foreclosure Statute will be conducted by the Association's designated trustee or agent in accordance with the provisions applicable to the express powers of sale as set forth in the Foreclosure Statute. In any foreclosure action, whether pursuant to the Foreclosure Statute or otherwise, the Owner is required to pay the costs and expenses of such proceedings, including reasonable attorneys fees. The Association has the power to bid on the Lot as foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. The conveyance of a lot to a purchaser will be with general warranty binding the defaulting Owner, his heirs and assigns. Out of the foreclosure sale proceeds, the Association shall pay (i) first, all the expenses of advertising the sale and making the conveyance; (ii) then, to the Association, the full amount of assessments, including all late

charges, interest, collection fees and costs, attorney's fees, all as have become part of the assessments pursuant hereto, and other charges due and unpaid on said Lot; and (iii) then, the balance of the sales price, if any, will be paid to such Owner, his heirs or assigns. Recital in the conveyance to a purchaser will be full and conclusive evidence of the truth of the matter therein stated, and all prerequisites to such sale will be presumed to have been performed, and such sale and conveyance will be conclusive against such Owner, his heirs and assigns.

h. From and after any such foreclosure, the former Owners or Owners, their heirs and assigns, shall forthwith upon the making of such sale, surrender and deliver possession of the Lot so sold to the purchaser at such sale, and in the event of failure of such former Owners to do so, they will thereupon from and after the date of such sale be and continue as the tenants at will of such purchaser, and in the event of their failure to surrender possession of said Lot upon demand, the purchaser, her heirs and assigns, will be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such Lot is situated.

i. The lien of the assessments provided for herein shall be subordinate to the purchase money lien of any mortgage or mortgages now or hereafter placed upon the properties relating to the purchase thereof; 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 foreclosure pursuant to the Foreclosure Statute or a decree of foreclosure, a deed in lieu of foreclosure, or any other proceeding or act in lieu of foreclosure. Such sale or transfer shall not, however, relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

j. To the extent applicable, the Association will comply with and each Owner shall have the rights granted under Section 209 of the Texas Property Code.

28. Collection Costs, Late Fees, and Interest.

a. If any assessment, fine or other fee against a Lot is not paid on the date when due then such assessment shall become delinquent and together with interest thereon and the cost of collection thereof as hereinafter provided shall thereupon be collectable through enforcement of the continuing lien on the Lot which lien binds such Lot in the hands of the then Owner, his/her heirs, devisees, personal representative(s), trustees, successors and assigns. There is hereby reserved and retained a vendor's lien to secure any and all obligations and sums due pursuant to this Declaration.

b. If any assessment, fine or other fee is not paid within ten (10) days from the due date thereof the same will incur a late fee in the amount of twenty-five

dollars (\$25.00) and this unpaid assessment, fine, or other fee and its late fee will bear interest from the due date until paid at the rate of eighteen percent (18%) per annum, and if placed in the hands of an attorney for collection or collected through probate or other judicial proceedings, there will be repaid to the Association its actual costs incurred in attorney fees and all expenses permitted by law in collecting the delinquent assessment, fine or other fee. Such interest as it accrues and such fees and expenses as incurred are added to and become part of the assessments owing.

**29.
SEVERABILITY**

Invalidation of any one or more of these reservations, restrictions, covenants and easements by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**30.
RIGHTS OF MORTGAGES**

Any violation of any of the easements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any lot at the time the easement, restriction, reservation or covenant may be violated.

**31.
AMENDMENT**

The restrictions, reservations and covenants may be amended in whole or in part by the Developer at anytime prior to sale of 100% of the lots in the Subdivision. Thereafter, restrictions, reservations and covenants may be amended as provided for herein above.

**32.
ADDITIONAL PHASES**

Developer reserves the right to incorporate additional property or phases within this declaration by supplemental declarations hereafter, provided that the property so included shall be thereafter charged with all obligations, responsibilities, dues, assessments and charges applicable to other lots in the Subdivision from the effective date of each such supplemental declaration.

33.
ATTORNEY'S FEES

In any action to enforce the terms, conditions, or stipulations of these restrictive covenants, the prevailing party shall be entitled to recover cost and attorney fees.

Witness our hands this _____ day of _____, 2018.

Harris Village Limited Partnership

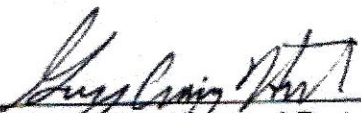
General Partners:

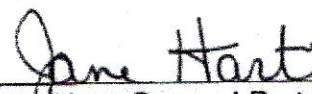
NELMA, LLC

By: 
Gary Craig Hart, Manager

Limited Partners:

JANMON, LIMITED

By: 
Gary Craig Hart, General Partner

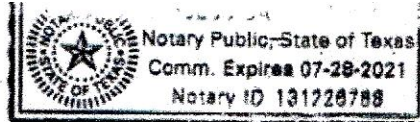
By: 
Jane Hart, General Partner

Nell F. Hart Living Trust

By: 
Nell F. Hart, Trustee

STATE OF TEXAS
COUNTY OF MCLENNAN

§
§
§

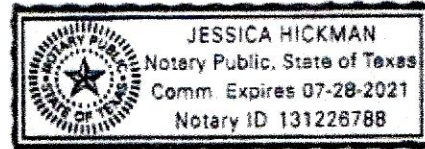


This instrument was acknowledged before me this the 10th day of October, 2018, by Gary Craig Hart, Manager of NELMA, LLC, and General Partner of JANMON, LIMITED and in the capacities herein provided.

Notary Public, State of Texas: [Signature]
Printed Name: Jessica Hickman
Date My Commission Expires: 7-28-21

STATE OF TEXAS
COUNTY OF MCLENNAN

§
§
§

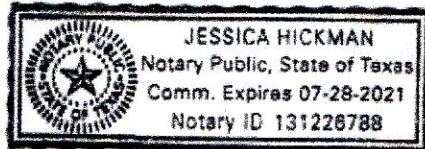


This instrument was acknowledged before me this the 15 day of October, 2018, by Jane Hart, General Partner of JANMON, LIMITED in the capacity herein provided.

Notary Public, State of Texas: [Signature]
Printed Name: Jessica Hickman
Date My Commission Expires: 7-28-21

STATE OF TEXAS
COUNTY OF MCLENNAN

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This instrument was acknowledged before me this the 15 day of October, 2018, by Nell F. Hart, Trustee of Nell F. Hart Living Trust and in the capacities herein provided.

Notary Public, State of Texas: [Signature]
Printed Name: Jessica Hickman
Date My Commission Expires: 7-28-21

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



J. A. "Andy" Harwell, County Clerk
01/23/2019 12:00 PM
Fee: \$80.00
2019002386 RESTRICT
McLennan County, Texas

AF for the record
Please attach to: