

**AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE RESERVE OF BROCK**

WHEREAS Blackburn Holdings LLC, an Ohio Limited Liability Company, and RTB Construction LLC, a Texas Limited Liability Company did cause to be filed in the Parker County, Texas Official Public Records, that certain and specific "Covenants, Conditions and Restrictions for the Reserve of Brock", such Instrument being recorded as **DOCUMENT ID: 202105296**, the same being attached hereto for all purposes as Exhibit "A"; and

WHEREAS RTB Construction LLC, a Texas Limited Liability Company is designated as "Developer"; and

WHEREAS it RTB Construction LLC, a Texas Limited Liability Company no longer desires to be the Developer of The Reserve of Brock; and

WHEREAS Blackburn Holdings LLC, an Ohio Limited Liability does desire to move forward with development of The Reserve at Brock in the most expeditious manner possible, and in so doing reserve unto itself the right to Amend The Covenants, Conditions and Restriction for the Reserve of Brock and grant appropriate Variances to such Covenants, Conditions and Restrictions;

NOW THEREFORE, Blackburn Holdings LLC, an Ohio Limited Liability is henceforth the Developer (as that term is used within the Covenants, Conditions and Restrictions for the Reserve of Brock) and said Blackburn Holdings LLC, an Ohio Limited Liability, and it alone, shall have the right to Amend the Covenants, Conditions and Restrictions of and for the Reserve of Brock and/or, as the case may be, grant Variances thereto, provided any such amendments, modifications or variances be made in writing

**Blackburn Holdings LLC,  
An Ohio Limited Liability**

By: \_\_\_\_\_

  
**Gildan B. Blackburn, Member**

RTB Construction LLC,  
A Texas Limited Liability Company

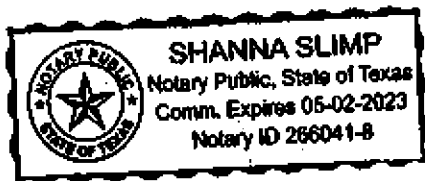
By:

  
R. Tyler Blackburn, Member

State of Texas

County of Parker

This instrument was acknowledged before me on this 16 day  
of August, 2021, by R. Tyler Blackburn and Gilden B. Blackburn, in  
their representative capacities as shown above.



Stamp or Seal

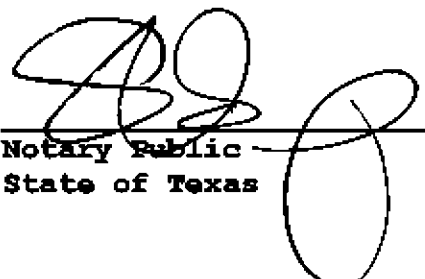
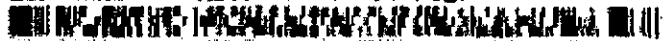
  
Notary Public  
State of Texas

EXHIBIT "A"

202105296

RESTRICT Total Pages: 21



## COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RESERVE OF BROCK

STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF PARKER

This declaration made on the date hereinafter set forth by Blackburn Holdings LLC, an Ohio limited liability company (hereinafter referred to as "Owner") and RTB Construction LLC, a Texas limited liability company (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Owner owns a certain tract of land located in Parker County, Texas, containing 98 acres more or less and being more fully described on the map and plat recorded under Clerk's Instrument 202105296 in the Map and Plat Records of Parker County, Texas, hereinafter referred to as "Subdivision" (a lot within the Subdivision shall be referred to as a "Tract");

WHEREAS, Owner and Developer desire to place certain restrictions, easements, covenants, conditions, and reservations (hereinafter "Restrictions") upon the Subdivision in order to establish a uniform plan for its development, ensure the use of the Subdivision for residential purposes only, prevent nuisances, prevent the impairment of the value of the Subdivision, maintain the desired character of the community, and ensure a uniform plan for the benefit of owners within the Subdivision;

NOW, THEREFORE, Owner and Developer hereby adopt, establish, and impose upon the Subdivision (and all Tracts) the following Restrictions for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Subdivision and these Restrictions shall run with the land and inure to the benefit of each owner.

### ARTICLE I

### DEFINITIONS

1.01 Architectural Control Committee. "Architectural Control Committee" or "ACC" shall mean the Developer until the Control Transfer Date, and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically defined herein.

**1.02 Annual Assessment.** "Annual Assessment" means the amount as defined later in this document.

**1.03 Assessment.** "Assessment" means the Annual Assessment, Special Assessments or other charges, interest, penalties, and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

**1.04 Association.** "Association" means and refers to the Developer until the Control Transfer Date, and thereafter The Reserve of Brock Owners' Association, Inc., and its successors and assigns.

**1.05 Board of Directors.** "Board of Directors" means and refers to the Developer prior transfer date, and the thereafter, the Board of Directors of the Association appointed by the Director as further defined herein.

**1.06 Bylaws.** "Bylaws" mean the Bylaws of the Association as may from time to time be adopted and established.

**1.07 Certificate of Formation.** "Certificate of Formation" shall mean the Certificate of Formation of The Reserve of Brock Owners' Association, Inc., and any amendments thereto, which have been or will be filed by the property owners with the office of the Texas Secretary of State.

**1.08 Common Area.** "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of owners including, but not limited to, the entrances and roads, together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

**1.09 Common Area Expense.** "Common Area Expense" means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, but not limited to, casualty and liability insurance, directors and officers liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) mowing of the Common Areas, (b) Common Area maintenance and replacement of landscaping, (c) road maintenance and repair, and (d) as well as such

other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

**1.10 Control Transfer Date.** The "Control Transfer Date" shall mean the earlier date of (a) when Developer no longer controls any part of the Subdivision or (b) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth below.

**1.11 Improvement.** "Improvement" means any structure or appurtenance of any type, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of each residence, guest quarters, barn, or other approved building, and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

**1.12 Member.** "Member" means and refers to every owner of a Tract and shall mean every owner who holds fee simple to a Tract, but excluding any person who holds and indirect interest such as a holder of a mortgage.

**1.13 Notice.** Whenever any "Notice" is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each lot Member to keep the Association apprised of its current address.

**1.14 Plans or Specifications.** "Plans" or "Specifications" means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

**1.15 Special Assessment.** "Special Assessment" shall have the meaning given to that term in Section 6.03 hereof.

**1.16 Vote of Members.** "Vote of Members" means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. Only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several owners.

## **ARTICLE II**

### **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

**2.01 Property Subject to Restrictions.** The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

**2.02 Utility & Drainage Easement.** The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Tract owners, and the utility companies. A utility and drainage easement measuring twenty feet (20') in width is reserved along the front of each Tract. A building and utility easement measuring ten feet (10') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. A building line and utility easement five feet (5') in width is reserved along all rear lot lines of each lot unless the lot is on the perimeter boundary lines of the Subdivision and these lots will have a utility and building easement of ten feet (10') in width. The utility and drainage easements shall be used for the construction, maintenance, and repair of utilities and drainage, including but not limited to, electrical systems, telephone, cable, water, gas, and any other utilities which the Developer or utility providers may install for the benefit of the Tract owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility and drainage easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Tract owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility and drainage easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision, or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents, or employees to fences, shrubbery, trees, and lawns or any other property of the Tract owners located within the easements.

**2.03 Utilities Required.** All utilities installed or constructed which are located from the roadway to the main dwelling, guest house, barn, or any approved improvement on the Tract shall be located underground.

**2.04 Construction of Improvements on Easements.** No buildings or walls shall be located over, under, upon, or across any portion of any utility, road, or drainage easement. The owner of each Tract shall have the right to construct, keep, and maintain concrete drives, landscaping, fences, and similar improvements across any utility, road, or drainage easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided however, any concrete drive, landscaping, fencing, or similar improvement placed upon any utility, road, or drainage easement shall be constructed, maintained, and used at the owner's risk and each Tract owner shall be responsible for repairing any damage caused by the utility providers to improvements constructed within the easements located on his Tract.

### **ARTICLE III**

#### **USE RESTRICTIONS**

**3.01 Single Family.** Except as specifically set forth in these Restrictions, all Tracts shall be used for single-family residential purposes only. Except as expressly permitted herein, only one single-family residence for each Tract is permitted.

**3.02 Minimum Square Footage.** Every single-family dwelling shall contain at least two thousand (2,000) square feet of living area, excluding porches, garages, and storage areas.

**3.03 Garages.** All single family dwelling units, except approved guest quarters, shall have at least a two-car attached, or detached garage. All garages must be constructed out of the same materials as used for the main dwelling. All garages shall be located on the Tract as indicated by the ACC approved site plan. Garage entries must face the side or rear lot line of the property.

**3.04 Guest Quarters.** One guest quarters may be built upon each Tract provided the guest quarters contains no less than five hundred (500) square feet and further provided that the structure is approved by the ACC. Guest quarters must be built along with or after the construction of the main dwelling and may not be built or occupied prior to the main

dwelling being occupied. Guest quarters may not be rented for income. Guest quarters must be constructed with material harmonious with the main dwelling and located behind main dwelling.

**3.05 Barns, Workshops & Storage Buildings.** Barns, workshops, and storage buildings shall be allowed so long as such buildings are constructed with material harmonious with the main dwelling. Barns, workshops, and storage buildings may be metal buildings so long as they have a three (3) feet masonry skirt on the front and sides. Detailed plans and specifications for barns, workshops, and storage buildings must be submitted to the Developer or ACC in order to be considered for approval. Such structures must be located behind the main dwelling site and may not be constructed on the Tracts prior to the main dwelling being constructed or occupied. No portable storage buildings shall be allowed.

**3.06 Mobile Homes.** No prefabricated structures or mobile homes are permitted on any Tract at any time.

**3.07 Temporary Structures.** No structure of a temporary character, whether trailer, motor home, recreational vehicle, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Tract at any time, either temporarily or permanently.

Temporary structures, including a business office, portable restroom facilities, or construction storage facilities may be located on a Tract while the main residence for a Tract is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Tract for longer than the time allowed for construction of a main residence hereunder.

Developer reserves the exclusive right to install and make use of a temporary office or similar facility within Subdivision while Tracts are still being sold and/or built.

**3.08 Storage of Trailers, RVs and Boats.** All trailers, RVs, trucks (other than pickups with a rated capacity of one (1) ton or less), boats, personal watercraft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts, and other recreational vehicles, lawn equipment, farm or ranch equipment, construction equipment and other similar items shall be stored in enclosed structures with an architectural appearance harmonious with the residence, all as approved by the ACC.

**3.09 Construction Time.** The construction of any Improvement shall be completed, as to the exterior, within six (6) months from the construction commencement date.

**3.10 Height Restrictions.** No Improvement shall be erected, altered, or placed on any



Tract which exceeds thirty-five feet (35') in height (measured from the natural ground to the topmost part of the improvement).

**3.11 Construction Materials.** All improvements must be built with new construction materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank, or stucco. The use of aluminum siding or vinyl siding is prohibited. The ACC or the Developer (prior to Transfer Control Date) may authorize the use of other materials on a case by case basis. Log cabins may be built as long as they comply with building requirements and are approved by the ACC.

**3.12 Roofing Materials.** Only the following roofing materials may be used for the main residence, guest quarters, or garages: slate, stone, concrete tile, clay tile, or other tile of ceramic nature, metal, or composition shingles with a thirty (30) year or more warranty. Colors of roofing material are subject to the approval of the ACC or the Developer (prior to the Transfer Control Date). The Architectural Control Committee or the Developer (prior to the Transfer Control Date) shall have the authority and sole discretion to approve other roof treatments and materials which are harmonious with the surrounding homes and the Subdivision as a whole. The materials and colors of Roofs on all other structures must be approved by the Architectural Control Committee or Developer (prior to the Transfer Control Date). Owners may install roof shingles that are wind and hail resistant, energy efficient or solar generating, if the quality and appearance are comparable to the subdivision standard. All such materials will need approval from the Architectural Control Committee or Developer (prior to the Transfer Control Date).

**3.13 Color.** All exterior color schemes for improvements are subject to the prior written approval of the ACC or Developer (prior to the Transfer Control Date).

**3.14 Masonry.** Any residence, guest quarters, or garage shall be constructed from at least fifty one percent (51%) masonry or glass. Masonry materials includes masonry veneer, stucco, brick, rock, or other material common to the community, and specifically excludes hardiboard or any synthetic material. Tract owners are encouraged to use hardiboard materials where non-masonry materials are permitted. Notwithstanding the foregoing, log houses are not required to meet the masonry requirements if otherwise approved by the ACC or Developer (prior to the Transfer Control Date), which approval may be withheld at the ACC's or Developer's (prior to the Transfer Control Date) sole discretion.

**3.15 Propane Fuel Storage.** Propane fuel storage for residential use may be located on the Tracts and may be placed above ground or below ground. The exact location and quantity of said fuel storage tanks are subject to written approval of the ACC or Developer (prior to the Transfer Control Date). All above ground tanks, pumps, vent pipes, and other equipment must be concealed or attractively screened.

**3.16 Consolidated Building Site.** An owner of one or more adjoining Tracts may, with the prior written approval of the Board of Directors consolidate two or more Tracts into one Tract or building site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any Tracts which are combined as provided above shall be assessed as one Tract for Assessment purposes. Developer shall not be liable for any fees associated with Tract consolidation.

**3.17 Setback Lines.** Except for fencing, light posts, driveways, walkways, and landscaping, all other improvements must be located on the Tract at least fifty feet (50') from the front of the Tract. Any exterior lighting, including but not limited to light posts, must be approved by the ACC or Developer (prior to the Transfer Control Date). The ACC or Developer (prior to the Transfer Control Date) has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting. If an owner fences more than one acre surrounding its main dwelling site, then in order to maintain a uniform appearance of fences along the roads, all fencing must be located at the property lines. The ACC or Developer (prior to the Transfer Control Date) may waive or alter any setback line, if in the ACC or Developer's (prior to the Transfer Control Date) sole discretion, such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns.

**3.18 Maintenance.** All owners shall keep their property and all improvements in good condition and repair at all times and ensure that all improvements are adequately painted and otherwise maintained.

**3.19 Alteration of Improvements.** No exterior Improvements shall be constructed, altered, modified, or removed without the prior written approval of the ACC or Developer (prior to the Transfer Control Date). Improvements may be repainted the same color without approval.

**3.20 Walls and Fences.** Walls, fences, and light posts (if any) must be approved prior to construction by the ACC or Developer (prior to the Transfer Control Date) and must be constructed of new material, and unless otherwise permitted by the ACC or Developer (prior to the Transfer Control Date), constructed of masonry, wrought iron, wood, metal, or pipe. Wood fences must be constructed in a low profile, open-view, style with horizontal rails. Fence heights shall not exceed five feet (5'). Chain link fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any road in the Subdivision. The community's perimeter fencing is not to be altered or removed on any lot.

**3.21 Driveways.** The first twenty linear feet (20') of any driveway which is connected to

any road shall be constructed of concrete. After the first twenty linear feet (20') of concrete, the driveway must be constructed with concrete, asphalt, brick paving, two-course chip and seal, or decomposed granite. All driveways shall begin where the paved portion of any road ends. All driveways must be shown on the plans submitted to the ACC or Developer (prior to the Transfer Control Date), completed no later than thirty (30) days after the completion of the main residence and approved by the ACC or Developer (prior to the Transfer Control Date) prior to construction.

**3.22 Antennas and Satellite Dishes.** Antennas, towers, satellite dishes, or other sound or data receivers or transmitters of any kind shall not exceed twenty feet (20') above the roof of the residence or accessory building upon which they are attached. Any antenna, tower, or satellite dishes or other sound or data receivers or transmitters must be located to the side or the rear of the residence or accessory building and not within twenty-five feet (25') of any property line. The ACC or Developer (prior to the Transfer Control Date) must approve all such devices.

**3.23 Prohibited Activities.** No activity (including the operation of a bed and breakfast or similar activity) whether for profit or not, shall be conducted on any Tract which is not related to the occupation of a Tract for single-family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. All exterior lighting must be approved by the Developer or, after the Control Transfer Date, the ACC. The Developer or ACC has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting.

**3.24 Garbage and Trash Disposal.** No Tract shall be used to maintain as a dumping ground for rubbish, landscape trimmings, or other debris. All Tracts shall be kept in a neat and orderly condition. No refrigerators, freezers, washing machines, dryers, furniture, tools, equipment, toys, or other such items shall be stored outside of a building on any Tract. No junk of any kind or character shall be kept on any Tract. Trash, garbage, landscape trimmings, or other debris shall not be allowed to accumulate on any Tract. Any such items shall be kept in sanitary containers and shall be disposed of regularly in accordance with all applicable laws, rules, and regulations. All equipment for the storage or disposal of trash and other debris shall be kept in a clean and sanitary condition. Except on established garbage collection days and in connection solely with that collection

process, all trash containers shall be stored in enclosed structures or screened from view from any road in the Subdivision.

**3.25 No Junked Motor Vehicles.** No Tract shall be used as a depository for abandoned, junked, or unregistered motor vehicles, boats, airplanes, trailers, or other similar items.

**3.26 Signs.** No signs, advertising, billboards, or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the ACC or Developer (prior to the Transfer Control Date). Political signs for a political candidate or ballot item for election may be displayed on a Lot but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed seven (7) days after the election. The sign must be ground mounted, 2'x 3' in size, and an owner may only display one sign for each candidate or ballot item. In addition to other signs which may be allowed by the ACC or Developer (prior to the Transfer Control Date), the ACC or Developer (prior to the Transfer Control Date) shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty inches (30") advertising the Tract for sale or rent. The term "professionally made sign" does not include plastic or metal pre-made "for sale" signs. No signs shall be nailed to a tree.

**3.27 Animals.** No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Subdivision, except that dogs, cats, or other usual and common household pets not to exceed a total of five (5) adult animals, may be permitted. Dogs shall be leashed when on the Common Area. No dogs shall be permitted to roam the property. No pets shall be kept, bred, or maintained for any commercial purpose.

**3.28 Mineral Development.** No Owner shall be allowed to permit on their own behalf or on behalf of others, commercial drilling, mineral development operations, mineral refining, quarrying, mining, or water operation of any kind in, on, or under any Tract.

**3.29 Drainage.** Natural established drainage patterns may not be impaired by any Tract owner. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course. Drainage culvert installation is subject to the inspection and approval of the ACC or Developer (prior to the Transfer Control Date) and shall comply with any applicable governmental rules and regulations. All water retainage structures (ponds, dams, and other facilities) not already existing within the Subdivision must be reviewed and approved by the ACC or Developer (prior to the Transfer Control Date) prior to construction and must comply with all governmental rules and regulations.

**3.30 Re-platting and Subdividing.** No Tract may be subdivided into smaller tracts.

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**3.31 Maintenance and Landscaping of Lots.** It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Tract which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Each owner shall be required to landscape the area around his home. Occupancy prior to completion of landscaping shall require the written approval of the ACC, shall be for good cause only, and shall be no earlier than one hundred twenty days prior to completion of landscaping.

**3.32 Firearms.** Firearms may not be discharged in the Subdivision, except for the protection of person or property.

**3.33 Hunting.** No hunting of any kind is allowed in Subdivision.

**3.34 Mailboxes.** Mailboxes in the Subdivision will be located in a central postal unit located within the Subdivision. Individual mailboxes are not permitted.

#### **ARTICLE IV**

### **ARCHITECTURAL CONTROL COMMITTEE**

#### **4.01 Basic Control & Applications.**

(a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the ACC or Developer's (prior to the Transfer Control Date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the ACC or Developer's (prior to the Transfer Control Date) approval.

(b) Each application made to the ACC or Developer (prior to the Transfer Control Date) for approval, shall contain an application in the form specified by the ACC or Developer (prior to the Transfer Control Date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements in the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the ACC or Developer (prior to the Transfer Control Date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$200.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process.

#### **4.02 Architectural Control Committee.**

All ACC authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the Developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the developer prior to the initial appointment of the ACC members.

The ACC members shall serve three-year terms and such terms shall be staggered with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date, and with the term of one member of the ACC expiring each year. After the Control Transfer Date, each Member of the ACC must own a Tract in the Subdivision.

**4.03 Effect of Inaction.** All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with Article IV within thirty (30) days following the submission of a completed application and full compliance with the declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

**4.04 Effect of Approval.** The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions, and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

**4.05 Variance.** The ACC or the Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision. Developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own Tracts in the Subdivision. All variances shall be in writing and signed by the Developer or, if granted by the ACC, then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not waive any of the terms and provisions of these Restrictions for any purpose

except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the owner's obligation to comply with all governmental laws and regulations affecting the use of the owner's Lot.

## ARTICLE V

### OWNERS' ASSOCIATION

**5.01 Non-Profit Corporation.** The Reserve of Brock Owners' Association, Inc., a non-profit corporation ("Association"), has been (or will be) organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

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

**5.03 Membership.** Every person or entity who owns any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

**5.04 Voting Rights.** The Association shall have one class of voting memberships, each Tract (other than those owned by Developer) shall have one vote regardless of the number of owners of the Tract.

In the event that more than one person owns a Tract and the group of owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when calculating membership votes. Notwithstanding the foregoing, the presence of any owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

## ARTICLE VI

### ASSESSMENTS

**6.01 Assessments.** Each Tract owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

#### **6.02 Annual Assessment.**

(a) An Annual Assessment shall be paid by each of the Tract owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.

(b) The initial amount of the Annual Assessment applicable to each Tract will be five hundred dollars (\$500.00) per Tract. The Annual Assessment is payable in advance and is due on the thirty first (31st) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.

(c) The Board of Directors of the Association, from and after the Transfer Control Date, shall have the further right at any time to adjust, alter, increase, or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

**6.03 Special Assessments.** In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

**6.04 Interest of Assessment.** Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of



eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

**6.05 Creation of Lien and Personal Obligation.** In order to secure the payment of the Assessments, each owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed by non-judicial foreclosure, pursuant to the Texas Property Code; and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the Texas Property Code and to exercise the power of sale hereby granted, the Association (or its agent) shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract owner or Lien Holder for the benefit of the Tract owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

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

It is the intent of the provisions of this article to comply with the provisions of the Texas Property Code relating to non-judicial sales by power of sale.

**6.06 Notice of Lien.** In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent owner by recording a Notice ("Notice of Lien") setting forth (a) the amount of the claim

of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

**6.07 Purpose of the Assessments.** The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any drainage easements, Common Areas, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

NOTICE IS HEREBY GIVEN THAT THE STREETS, ROADS AND ROAD RIGHTS OF WAY INSIDE THE SUBDIVISION ARE PRIVATE STREETS AND ARE NOT TO BE MAINTAINED BY ANY PUBLIC ENTITY. THE STREETS, ROADS AND ROAD RIGHTS OF WAY SHALL BE PART OF THE COMMON AREA TO BE MAINTAINED BY THE ASSOCIATION.

**6.09 Handling of Assessments.** The collection and management of the Assessment shall be performed by the Developer until the Transfer Control Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements.

**6.10 Developer Exemption.** In consideration of the Subdivision infrastructure, the Developer shall be exempt from the payment of all Assessments.

## **ARTICLE VII**

### **DEVELOPER'S RIGHTS AND RESERVATIONS**

**7.01 Developer's Rights and Reservations.** Developer shall have, retain, and reserve certain rights as set forth in these Restrictions with respect to the hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this article or the Control Transfer Date. The rights, reservations, and easements set forth herein shall be prior and superior to any other provisions of these Restrictions and may not, without Developer's prior written consent, be modified, amended, rescinded, or affected by any amendment to these Restrictions.

**7.02 Developer's Rights to Grant and Create Easements.** Developer shall have and hereby reserves the right, without the consent of any owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication or security systems, drainage, water, and other purposes incidental to the development, sale, operation, and maintenance of the Subdivision. The rights apply to the entire Subdivision, including Tracts previously sold by Developer.

**7.03 Developer's Rights to Convey Common Areas.** Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Areas at any time and from time to time in accordance with these Restrictions, without the consent of any owner or the Association.

**7.04 Annexation of Additional Areas.** Developer may cause additional real property to be annexed into Subdivision. No consent shall be required of the Association or any Member thereof, each owner being deemed to have appointed Developer as his agent and attorney-in-fact to affect this Annexation, which power hereby granted to Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

**7.05 Developer Control of Association and ACC.** Until such time Developer elects to establish the Association and the ACC all authority and powers reserved Board of

Directors or the ACC shall be held and exercised by Developer. Developer may elect to transfer control of the Association or the ACC at the same time or at different times in which case the Transfer Control Date may be different for the Association and the ACC. The Initial Board of Directors of the Association, made up of owners, shall be designated by Developer.

**7.06 Reserve Areas.** Any areas marked on the Plat as a reserve shall not be covered by these Restrictions.

### ARTICLE XIII

#### POWERS OF THE OWNERS' ASSOCIATION

**8.01 General Duties and Powers of the Association.** The Association has been formed (or will be formed) to further the common interest of the Members. The Association, acting through the Board of Directors or through agents of the Board of Directors, shall have the duties and powers hereinafter set forth and the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability, and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the board of Directors.

**8.02 Duty to Accept the Property and Facilities Transferred by Developer.** The Association shall accept title to any real property, improvements to real property, personal property, and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests, and licenses to use such property. Any property or interest in property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants, conditions, and restriction or easements set forth in the transfer instrument except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by Developer shall impose upon the Association any obligation to make monetary payments to the developer or any affiliate of the developer including, but not limited to, any purchase price, rent

charge, or fee.

**8.07 Duties with Respect to Architectural Approvals.** The Association, through the ACC, shall perform the ACC duties described in these Restrictions.

**8.09 Power to Adopt Rules and Regulation.** The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. The rules and regulations may be enforced in the same manner as any other provision of the Restrictions.

**8.10 Enforcement of Restrictions.** The Association (or any owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any owner or the Association to file a Court action to enforce these Restrictions, the defaulting owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing owner or the Association to obtain compliance by the defaulting owner. The defaulting owner shall be liable for all damages suffered by the enforcing owner or the Association which shall be in an amount established by the Court.

**8.11 Remedies.** In the event a Tract owner fails to remedy any violation of these Restrictions within ten (10) days after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions: man (a) Enter upon the Tract Owner's property and remove the violating condition, or cure the violation, at the expense of the Tract owner, and the violating Tract owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition; (b) Assess a charge of \$50.00 per day against any owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in its reasonable discretion. Failure to pay such assessment by the violating owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments; (C) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity; After a Tract owner receives a written notice of a violation of these Restrictions, the violating Tract owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition.

The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the owner's Tract at the expense of the owner and stored at the owner's expense.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

**9.01 Term.** The provisions hereof shall run with the land and shall be binding upon all owners, their guests, and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) majority Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

**9.02 Amendments.** Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority Vote of the Members. Copies of any records and/or amendments shall be retained by the Association permanently.

**9.03 Amendment by Developer.** Developer shall have and reserve the right at any time prior to the Transfer Control Date, without the joinder or consent of any owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions.

**9.04 Severability.** Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

**9.05 Liberal Interpretation.** The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

**9.06 Successors and Assigns.** The provisions hereof shall be binding upon and inure to the benefit of the owners, the developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors, and assigns.

**9.07 Effect of Violation on Mortgages.** No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand on this the 14th day of January 2021.

Blackburn Holdings, LLC.

RTB Construction, LLC.



OWNER  
Gilden B. Blackburn  
Member




DEVELOPER  
R. Tyler Blackburn  
Member

STATE OF TEXAS

COUNTY OF PARKER

This instrument was acknowledged before me on this the 14th day of January, 2021, by the above named individuals.

  
Notary Public, State of Texas

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



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02/08/2021 11:22 AM  
Fee: 105.00  
Lila Deakle, County Clerk  
Parker County, Texas  
RESTRICT

## FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Lila Deakle*

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Fee: \$114.00

Lila Deakle, County Clerk

Parker County, Texas

AMENDMENT