



Godley Vista Del Lago Homeowner's Association

Declaration of Covenants, Conditions, Restrictions and Easements

Godley Vista Del Lago Homeowner's Association

June 10, 2024

Declaration of Restrictive Covenants of the Godley Vista Del Lago Subdivision

Basic Information

Date: May 1, 2024

Declarant: BRM Realty, LLC

Declarant's Address: BRM Realty, LLC
Attn: Bobby Martin
3525 Northcrest Drive
Cleburne, Texas 76031
(817) 232-0239
Email: GodleyVistaDelLago@gmail.com

Property Owners Association: Godley Vista Del Lago Homeowner's Association,
a Texas nonprofit corporation

Property Owners Association's Address: P.O. Box 776
Waxahachie, Texas 75168

Property: See Exhibit "A"

Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means BRM Realty, LLC, and/or any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Dedictory Instruments" means this Declaration and the Certificate of Formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" shall mean and refer to any of the plots of land indicated upon any recorded subdivision map of the Property, and/or any additional property made subject to this Declaration, creating single-family homesites including specifically, but without limitation, the Plat, with the exception of any areas deeded to a governmental authority or utility, together with all improvements thereon. Notwithstanding the foregoing, however, the term "Lot" does not include the Common Area (defined below).

"Common Area" means and refers to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners, together with any entrance monuments, drainage facilities, detention ponds, right-of-way landscaping, walking trails and such other areas lying within dedicated public easements or right-of-way that the Board of Directors of the Association deems it necessary or appropriate to maintain for the common benefit of the Owners

"Member" means an Owner of the Property as of the date of purchase.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in the real property records of Johnson County, Texas, under file no. 2024-75, Slide E-789, filed on or about April 23, 2024 and any replat of or amendment to the Plat made in accordance with this Declaration, approved by the City Council of the City of Godley, Johnson County, Texas, is filed of record in the Plat Records, Johnson County, Texas.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Developer" means Declarant and its successors and assigns who are designated as such in writing by Declarant.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -

a. any activity that is otherwise prohibited by the Dedicatory Instruments;

- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of rubbish;
- e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure, operable automobiles on a driveway, or boats, RVs, motor homes, buses, aircraft, inoperable vehicles or utility trailers, except those stored behind in an enclosed garage or structure;
 - iii. commercial truck cabs, trucks with tonnage over one (1) ton, vehicles which are not customary personal passenger vehicles and any vehicle which the Board deems to be a nuisance, unsightly, or inappropriate (collectively, “Prohibited Vehicles”).
 - iv. no motor vehicles (truck, trailer, boat or bus (except a passenger van for personal use) shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, for a period not exceeding twenty-four (24) hours for residents and/or lot owners and/or their invited guest.
 - v. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. The Association may effect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle.
 - vi. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed three (3) confined to a fenced yard or within the Residence;
- h. any commercial or professional activity except reasonable home office use;
- i. the display of any sign except –

- i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
- ii. political signage not prohibited by law or the Dedicatory Instruments;
- j. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- k. moving a previously constructed house onto a Lot;
- l. interfering with a drainage pattern without ACC approval; and
- m. occupying a Structure that does not comply with the construction standards of a Residence.
- n. any visible clothes line
- o. no buildings constructed off site shall be moved onto a Lot
- p. no above-ground pools or metal storage containers may be constructed or located on any Lot.

3. *Leasing of Homes.* All Owners and Residents are strictly prohibited from engaging in any form of short-term (less than 90 days consecutive rental to one party) rental activity in connection with the Property or Lots thereon. This prohibition applies to all lease agreements, whether verbal or written, vacation rentals, home-sharing platforms, and other similar services. Further, no Owner may lease any portion of that Owner's Lot unless said Owner has personally resided on such Lot for a period of at least one (1) year. The Association shall have the authority to enforce this prohibition. Violations may result in penalties, fines, legal actions, or any other remedies as permitted by law. In the event that tenants reside on any Lot, whether in violation of this provision or not, the Owner of each respective Lot remains absolutely responsible for all costs and expenses, including attorney's fees, incurred by the Association in connection with the enforcement of the Declaration against any tenant or Lot Owner;

4. *Oil Development and Mining Prohibited.* Except as set forth herein, no oil or gas well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil or gas well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot. Notwithstanding the foregoing provisions of this section 4.10 or any other provisions herein; one or more horizontal well bores below the surface of the Property shall be permitted in connection with the exploration for oil and gas in and around the Property, including development and production of such oil and gas by fracturing or otherwise, by the owners of such minerals or their

lessees; provided, however, that no drill sites shall be allowed on any part of the surface of the Property.

D. Construction and Maintenance Standards

1. *Lots*

a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.

b. *Subdivision Prohibited.* No Lot may be further subdivided.

c. *Easements.* No easement in a Lot may be granted without ACC approval.

d. *Elevation.* All Field Elevation guidelines must be followed. Finished pad elevations on each lot will be provided.

e. *Maintenance.* Each Owner of each Lot shall have the obligation to maintain the Lot in a neat and orderly manner, including mowing the grass regularly so that it does not exceed a reasonable height. If an Owner of any Lot fails to maintain the Lot in a neat and orderly manner, including mowing the grass regularly so that it does not exceed a reasonable height, the Developer or the Association shall have the right, but not the obligation, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

f. *Culverts and Ditches.* Each Owner must keep all culverts and roadside drainage ditches, which are located on Owner's Lot, or in the Right of Way that is contiguous with Owner's Lot, mowed, clean and free of debris and trash at all times up to the edge of the roadway pavement. It shall be Owner's responsibility to maintain the designed slopes of any roadside ditches along any and all street frontages. The HOA shall not be responsible for grading or re-grading due to lack of maintenance by Owner. The HOA shall be responsible for any and all roadside ditches along the frontages of HOA owned lots.

f. *Sodded Yards.* Each Owner must have fully sodded grass installed on all areas of the Owner's Lot located from the Residence to the street within thirty (30) days from the completion of construction.

g. *Erosion Control.* Further, each Owner is responsible for adequate erosion control in or on their Lot, including but not limited to all drainage ditches, if any, located on each owner's Lot. Erosion control shall include installation and maintenance of sod, or another acceptable root system, on the entire Lot within thirty (30) days from the date that Owner takes ownership of the Lot. If, after fourteen (14) days following Notice to the Owner that erosion control installation

or maintenance is required, or that associated cleanup is required, and Owner has not completed said installation, maintenance or cleanup to the satisfaction of the Board, the Board may arrange for same to be completed and the cost of said installation, maintenance or cleanup shall be charged to Owner as an Assessment and will be due and payable immediately.

2. *Residences and Structures*

a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC. The exterior building design shall be of new construction with a minimum of eighty percent (80%) rock or brick veneer exterior except as approved by the ACC. The ACC may, in its sole discretion, approve plans and specifications for any residence not in conformity with the rock or brick requirements of this section, such as attractive, genuine log homes, underground homes, or other styles of construction determined by such ACC as not being detrimental to the subdivision.

b. *Maximum Height.* The maximum height of a Residence is two-stories.

c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 2,200 square feet. The maximum total area of any Structure, which is not a Residence, is 5,000 square feet.

d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines as shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.

e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage must be attached to the Residence and shall be rear or side entry, and must be designed for use by a minimum of two (2) vehicles. Further, the garage door must not face the street.

f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 180 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Lot restored to a clean and attractive condition.

g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC. No wood, chain link or plywood fencing is allowed. Fences must be a minimum of four (4) feet high and a maximum of six (6) feet high measured from the ground. All fences or walls shall be constructed of wood, masonry, pipe, pipe-and-sucker-rod, or pipe-and-cable. Side and rear lot

perimeter fencing may be constructed of multi-strand wire and metal posts. All fencing shall be approved in advance by the ACC. All metal fences are to be painted and all wood fences are to be treated or painted. No wire fencing shall have any barbs. No privacy fences, whether metal or wooden, shall be allowed. All fencing must be able to be seen through.

h. *Landscaping.* General landscaping must be completed at the time the builder completes the structure. Lot owners must complete any additional landscaping within thirty (30) days after occupancy. The minimum landscaping is specified in the standards of the ACC.

i. *Maximum Time to Complete Construction.* The construction of any Structure must be completed no later than eighteen (18) months after the commencement of construction. If construction is not completed within the maximum time to complete construction, the Declarant or the Property Owners Association is authorized to take measures that they deem necessary in their sole discretion to complete the Construction at the Owner's expense. The Declarant or the Property Owners Association shall have a lien on the Owner's Lot for the costs incurred in completing construction that the Owner has failed to complete within the Maximum Time to Complete Construction.

j. *Lights.* No lights shall be constructed or installed on any Lot in such a manner that the source of the lighting — the bulbs or lens that refracts the light from the bulb — may be seen from off of the Lot on which such light is installed. Additionally, no light shall be constructed or installed on any Lot which allows lighting to project above the height of the main dwelling unit on the Lot on which the lighting is installed.

3. *Building Materials for Residences and Structures*

a. *Roofs.* Only 30-year composition roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color. All roofs must have at least a 4/12 pitch and no more than an 14/12 pitch.

Nothing herein shall be interpreted to prohibit or restrict a property owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that are (1) of better quality than 30-year composition shingles and designed primarily to be wind and hail resistant, (2) provide heating and cooling efficiencies greater than those provided by customary 30-year composite shingles or (3) provide solar generation capabilities; and that, when installed: (A) resemble the shingles used or otherwise authorized for use on property in the subdivision; (B) are more durable than and are of equal or superior quality to the 30-year composite shingles used or otherwise authorized for use on property in the subdivision; and (C) match the aesthetics of the property surrounding the owner's property.

b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

c. *Exterior Walls.* All Residences and Structures must either have brick or stone from the foundation to at least a 4 feet height on their exterior walls facing the street, excluding exposed foundation, windows and doors or at least 25% brick or stone on the exterior walls facing the street, unless otherwise approved by the ACC. No Residence shall be of metal construction.

d. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.

E. Property Owners Association

1. *Establishment and Governance.* The Property Owners Association is established by filing its Certificate of Formation and is governed by the Certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

b. *Class B.* The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A when the Class A Members' votes exceed the total of Class B Member's votes.

F. ACC

1. Establishment

a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.

b. *Members.* The ACC consists of at least three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.

c. *Term.* ACC members serve until replaced by the Board or until they resign.

d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

2. *Plan Review*

a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require. The HOA charges a fee to process and/or review architectural plans for new construction, additions, external structures, or conversion or remodeling of existing structures. The fee for the ACC to process and/or review any initial plans is \$400 and must be paid in advance directly to the HOA. No plan is considered submitted for review until payment is made. The fee for the ACC to process and/or review any secondary or subsequent plans is \$200 and must be paid in advance directly to the HOA.

b. *Procedures*

i. *Complete Submission.* Within twenty-one (21) days after the payment of required fees, complete submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Form Board Survey.* Prior to commencing plumbing rough installation, Property Owners and/or Builders are required to submit a Form Board Survey to the Architectural Control Committee (ACC) for review and approval. Please note the following requirements for each submitted Form Survey:

1. The survey must accurately depict all relevant Form Board Locations in relation to Property Lines and Building Setback Lines as depicted on the Finalized Subdivision Plat.

2. The Finished Form Elevation must be clearly indicated in reference to the Finished Pad Elevation as depicted on the Finalized Subdivision Plat.
3. The Finished Form Elevation may not be set lower than the Finished Pad Elevation as depicted on the Finalized Subdivision Plat.
4. The Finished Form Elevation may not exceed 12 inches above the Finished Pad Elevation as depicted on the Finalized Subdivision Plan.

Failure to comply with these requirements may result in delays or rejection of the construction plans.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within forty-five (45) days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within five (5) days after the ACC's action. The Board shall determine the appeal within seven (7) days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G. Assessments

1. *Authority.* The Property Owners Association may levy Assessments or Fines to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment or Fine is a personal obligation of each Owner when the Assessment or Fines accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

5. *Regular Assessments*

a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$650.00 and shall be paid at the time of purchase.

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

c. *Collections.* Regular Assessments will be collected yearly in advance, upon initial closing on the property. Thereafter, Assessments will be payable on the first day of January of each year or on the same day of each succeeding year.

6. *Maintenance & Reserve Fund Assessments.* The Board will establish a maintenance fund and a self-sustaining reserve fund; all moneys paid to the Association for this Fund will be deposited into these accounts, and disbursements will be made from them in performing the functions of the Association under this Declaration. The reserve fund will be maintained and used for the operation, management fees, repair, and maintenance of all Common Area and/or Facilities. The funds of the Association deposited into the maintenance and reserve funds must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

Upon acquisition of record title to a Lot, a contribution shall be made by, or on behalf of, such Owner to the Maintenance and Reserve Fund (also referred to as Capital Contribution) of the Association in an amount equal to Nine Hundred Dollars (\$900.00). This contribution is not refundable, shall be in addition to, and not in lieu of, the regular and/or special assessments levied on the Lot and Owner and shall not be considered an advance payment thereof. This contribution shall be used for covering operating and other expenses incurred by the Association. This contribution shall be considered an Assessment under this Agreement. The Board may at any time increase this amount if reasonably necessary.

7. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

8. *Approval of Special Assessments.* Any Special Assessment must be approved by a 2/3 vote at a meeting of the Members in accordance with the Bylaws.

9. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law. The levying of fines is based on the following:

- a. Violation No. 1 (First Notice) - \$100.00
- b. Violation No. 2 (Second Notice) - \$150.00
- c. Violation No. 3 (Third Notice) - \$200.00
- d. Violations – Attorney Involvement – all fees and/or expenses associated with attorney actions will be assessed against the property owner.

10. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

11. *Delinquent Assessments.* Any Assessment not paid within ten (10) days after it is due is delinquent and subject to additional fees for collections.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of \$100.00 of the delinquent amount is assessed for delinquent payment. Delinquent Assessments accrue interest at the rate of 18% percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

3. *Judicial Enforcement.* The Declarant or the Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments. Upon proof of an Owner's actual or threatened violation of the Dedicatory Instruments, the Declarant or the Property Owners Association shall be entitled to an injunction without bond to enforce or enjoy the violation of the Dedicatory Instruments.

4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments. See § G.9. above.

5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

7. *Lien to Include All Fines, Late Charges, Interest, Fees, Attorney's Fees, Costs and Expenses.* The Property Owners Association's lien hereunder shall include not only unpaid assessments but shall also include all fines, late charges, interest, fees, attorney's fees, costs and other expenses allowed under the Dedicatory Instruments.

8. *Assessment Lien and Foreclosure.* All amounts assessed in the manner provided in this Article but unpaid will, together with interest as provided in Section 6.06(k) and the cost of collection, including attorney fees as provided in this Declaration, become a continuing lien and charge on the Lot covered by the Assessment that will bind the Lot in the hands of the Owner and the Owner's heirs, devisees, personal representatives, successors, or assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of Johnson County, Texas. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

- (i) Foreclosure of the assessment lien under the rules adopted by the Texas Supreme Court for expedited foreclosure proceedings. The Association's assessment lien may not be foreclosed, however, until the Association has
 - a. provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and
 - b. provided each such lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the lienholder receives the notice. TEX PROP. CODE § 209,0091(a)(1), (a) (2). The notice to lienholders must be sent

by certified mail, return receipt requested, to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien. TEX PROP. CODE § 209. 0091 (b).

- (ii) Recovery of a personal judgment against the Current Owner and, where different, from the Delinquent Owner or from the Current Owner only, for all amounts owing arising from the unpaid Assessments and their collection, including all attorney fees and costs.

9. The Association will have the power to bid on the property at a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with it. On the written request of any Mortgagee, the Association will report to the Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.

10. *Nonjudicial Foreclosure of Lien.* The Association may foreclose the Association's lien against a Lot by power of sale as permitted by Applicable Law if the Owner has agreed in writing to waive the judicial foreclosure process set forth above. The Association may designate a person to act as trustee or otherwise enforce the power of sale on the behalf on the Association.

11. *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents and/or this Declaration.

12. *Remedy of Violations.* The Association may access an Owner's Lot to remedy a violation of the Governing Documents and/or this Declaration.

13. *Suspension of Voting.* An Owner delinquent in payment of any Assessment may not vote.

14. *Suspension of Other Rights.* If an Owner violates the Governing Documents or this Declaration, the Association may suspend the Owner's rights under the Governing Documents until the violation is cured.

15. *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's employees, agents, independent contractors, tenants, and invitees in accordance with APPLICABLE Law.

I. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to -

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;

- b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of 2/3 of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

J. General Provisions

1. *Term.* This Declaration runs with the land and is binding for a term of 25 years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within twelve (12) months before the end of a term seventy-five percent (75%) of the Members at a meeting in accordance with the Bylaws elect not to extend the term. An instrument reflecting the extension will be signed by the Property Owners Association and recorded.

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of sixty-seven percent (67%) of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than 75 percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

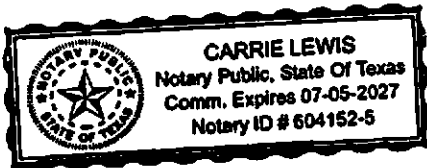
BRM Realty, LLC

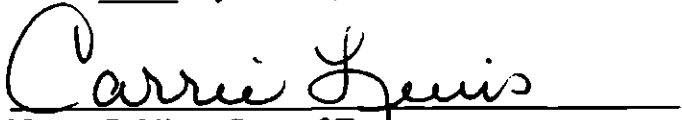

Bobby Martin, Managing Member

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Before me, the undersigned notary, on this day personally appeared Bobby Martin, Managing Member of BRM Realty, LLC known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of June, 2024.




Notary Public, ~ State of Texas
My Commission Expires: 7/5/2027

After recording, please return to:
Godley Vista Del Lago Homeowner's Association
P.O. Box 776
Waxahachie, Texas 75168

Exhibit A

BEING a 109.609 acre (4,774,555 square foot) tract of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract No. 82, Johnson County, Texas, and being all of the called 109.939 acre tract of land described in Warranty Deed with Vendor's Lien to BRM Realty, LLC, recorded in Instrument No. 2020-31889 of the Official Public Records of Johnson County, Texas, and being more particularly described as follows:

BEGINNING at a mag nail with "REALSEARCH RPLS 5698" washer found for the northwest corner of the said called 109.939 acre tract;

THENCE North 89°48'27" East, along the north line of the said called 109.939 acre tract, a distance of 2525.63 feet to a 1/2-inch iron rod with cap found for the northernmost northeast corner of the said called 109.939 acre tract;

THENCE along the east line of the said called 109.939 acre tract, the following five (5) calls:

South 00°14'14" East, a distance of 494.01 feet to a 1/2-inch iron rod with cap found for corner;

South 80°57'22" East, a distance of 394.76 feet to a 1/2-inch iron rod with cap found for corner;

South 00°13'03" West, a distance of 380.36 feet to a 1/2-inch iron rod found for corner;

North 89°48'27" East, a distance of 527.86 feet to a 1/2-inch iron rod with cap found for corner;

South 00°13'29" West, a distance of 680.84 feet to a 5/8-inch iron rod with "KHA" cap set for corner, being on the north line of a called 235.23 acre tract of land described in the Warranty Deed to L.D. Roden, Jr., et ux, Mary Ann Roden, recorded in Volume 614, Page 87, Deed Records, Johnson County, Texas, from which a 1/2-inch iron rod found bears South 0°09'28" West, a distance of 7.07 feet;

THENCE South 89°41'37" West, along the north line of the said called 235.23 acre tract, at a distance of 889.09 feet passing a 1/2-inch iron pipe found, and at a distance of 2572.13 feet passing the northeast corner of a called 5.01 acre tract of land described in Warranty Deed with Vendor's Lien to Heather L. Dicus, recorded in Instrument No. 2013-1113, said Official Public Records, and continuing along the north line of the said called 5.01 acre tract in all a total distance of 3434.94 feet to a mag nail with "KHA" washer set for corner, being the southwest corner of the said called 109.939 acre tract, from which a 1/2-inch iron rod found bears South 0°45'01" West, a distance of 1.20 feet;

THENCE North 00°13'46" West, along the southernmost west line of the said called 109.939 acre tract, a distance of 1142.01 feet to a 5/8-inch iron rod with "REALSEARCH RPLS 5698" cap found for corner;

THENCE North 89°15'00" East, at a distance of 25.00 feet passing a 1/2-inch iron rod with "CBG SURVEYING" cap found for the southwest corner of a called 1.00 acre tract of land described in the Warranty Deed to G4 Equity, LLC, recorded in Instrument No. 2018-16717, said Official Public Records, continuing in all a total distance of 289.41 feet to a 5/8-inch iron rod with "CBG SURVEYING" cap found for the southeast corner of the said called 1.00 acre tract;

THENCE North 00°32'38" West, along the east line of the said called 1.00 acre tract, a distance of 164.05 feet to a 1/2-inch iron rod with "CBG SURVEYING" cap found for the northeast corner of the said called 1.00 acre tract;

THENCE South 88°37'06" West, along the north line of the said called 1.00 acre tract, at a distance of 264.88 feet passing a 1/2-inch iron rod with "CBG SURVEYING" cap found for the northwest corner of the said called 1.00 acre tract, continuing in all a total distance of 288.50 feet to a 5/8-inch iron rod with "REALSEARCH RPLS 5698" cap found for corner;

THENCE North 00°13'48" West, along the northernmost west line of the said called 109.939 acre tract, a distance of 297.45 feet to the **POINT OF BEGINNING** and containing 4,774,555 square feet or 109.609 acres of land, more or less.

**Johnson County
April Long
Johnson County
Clerk**

Instrument Number: 2024 - 15836

eRecording - Real Property

Restrictions

Recorded On: June 10, 2024 08:10 AM

Number of Pages: 19

" Examined and Charged as Follows: "

Total Recording: \$93.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024 - 15836
Receipt Number: 20240608000004
Recorded Date/Time: June 10, 2024 08:10 AM
User: Amanda T
Station: ccl83

Record and Return To:

Corporation Service Company



**STATE OF TEXAS
COUNTY OF JOHNSON**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Johnson County, Texas.

April Long
Johnson County Clerk
Johnson County, TX

April Long