

# THE OLD FARM HOUSE ESTATES

## 2023 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ELLIS COUNTY, TEXAS

This document amends and restates in the entirety that certain Declaration of Restrictions, recorded in volume 1757, page 1281, in the official public records of Ellis county, Texas, as amended by that certain Declaration of Amended Covenants, Conditions and Restrictions for Old Farm House Estates, recorded in volume 2544, page 1338, in the official public records of Ellis county, Texas, as amended by that certain amendment to first amended Declaration of Covenants, Conditions, and Restrictions for Old Farm House Estates, recorded in volume 2579, page 0264, in the official public records of Ellis county, Texas. This Amended and Restated Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as Old Farm House Estates in Ellis County, Texas, and the operation of The Old Farm House Estates Homeowners Association, Inc., a Texas non-profit corporation.

FILED FOR RECORD - ELLIS COUNTY, TEXAS  
INST NO. 2320757 FILING DATE/TIME: JUN 18, 2023 at 03:54:00 PM

## ARTICLE I DEFINITIONS

Unless the context shall prohibit, certain words used in this Declaration shall have the definitional meaning set forth below:

- a) "Association" shall mean and refer to Old Farm House Estates Homeowners Association, Inc., a nonprofit Texas corporation, its successors, and assigns.
- b) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- c) "By-Laws" shall refer to the By-Laws of the Association.
- d) "Common Property" shall mean all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.
- e) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "A", attached hereto, and all real property and interests therein added to the Community after the date hereof.
- f) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association.
- g) "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.
- h) "Mortgage" means any mortgage, deed to secure debt, and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- i) "Mortgagee" shall mean the holder of a Mortgage.
- j) "Owner" shall mean and refer to the record owner, whether one or more Persons of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.
- k) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.
- l) "Rules" means such rules and regulations, use restrictions and architectural guidelines which are applicable to the Lot and Common Property.
- m) "Lot" shall mean a portion of the Community intended for ownership and use as an individual single-family residence (both the real property and the improvements located thereon) and as permitted in this Declaration and as shown on the plat, or amendments thereto, recorded in the Official Public Records of Real Property of Ellis County, Texas, for the real property described on Exhibit "A" attached hereto, and any such other portion of the Community shown on any plat or plats recorded in the Official Public Records of Real Property of Ellis County, Texas, when annexed into the Association and made subject to this Declaration. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether separately described, all the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association. Each Lot shall for all purposes constitute real property which may be owned

in fee simple, and which may be conveyed, transferred, or encumbered in the same manner as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his or her Lot, subject to this Declaration.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

**Section 1. Property Hereby Subjected to This Declaration.** The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "A", attached hereto and by reference made a part hereof, and any additional real property annexed into the Association and made subject to the terms of this Declaration.

## ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

**Section 1. Membership.** Every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

**Section 2. Management.** The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board of Directors pursuant to the procedures set forth in the Articles of Incorporation and Bylaws of the Association, subject to this Declaration.

**Section 3. Duties and Powers of the Board.** Through the Board, the Association shall have the following powers and duties:

- a) To adopt Rules and other regulations as previously agreed to by the association.
- b) To enforce this Declaration, the By-Laws, its Rules, and other regulations.
- c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, or such member is delinquent in the payment of an assessment for more than twenty (20) days, as set forth in the By-Laws.
- d) To enter into such contracts and agreements concerning the Property as the Board deems reasonably necessary or appropriate to maintain and operate the Property in accordance with the Declaration, including without limitation, the right to enter into agreements with adjoining

or nearby landowners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, streets, or other matters of mutual interest.

- e) To take any and all actions, and to cause to be taken any and all actions which are the responsibility of the Association and the Board pursuant to this Declaration and the By-Laws, including but not limited to duties relating to electing Directors, creating budgets, delegating power, establishing and collecting assessments, the enforcement of all of the obligations of the Owners, to receive complaints and make determinations about violations of this Declaration, the By-Laws, the Rules and regulations, the holding of annual and special meetings, the management and maintenance of Common Property, the performance of all maintenance obligations of the Association hereunder and the payment of all costs and expenses to be paid by the Association hereunder.

#### **ARTICLE IV ASSESSMENTS**

**Section 1. Purpose of Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association (the "Regular Assessments") which sets forth: (a) an estimate of the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Restrictions, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing any lighting, the cost of administering and enforcing the Restrictions; and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and any surplus from the prior year's fund. All such Regular Assessments will be due and payable to the Association annually. The Board will need to obtain community approval for any outside expenses that exceeds two thousand dollars (2,000.00) total maximum for the year.

**Section 2. Creation of the Lien and Personal Obligation for Assessments.** Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges assessed against said Lot; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reimbursement assessments and reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing vendor's lien upon the Lot against which each assessment is made for the benefit of the Association. Each such assessment, together with late charges, fines, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

Assessments shall be paid at a uniform rate per Lot, regardless of where such Lot is located, in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon twenty (20) days' written notice of the annual assessment for delinquents.

**Section 3. Computation.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may provide for an increase over the previous year's budget, and which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. In the event the association does not approve a new budget the previous approved budget will stay in effect. The general assessment per Lot shall be \$300.00 annually.

**Section 4A. Special Assessments. Capitalization Fee. Insurance Fee.** In addition to the other assessments authorized herein, the Association may levy special assessments in any year for the purpose of defraying in whole or part, unusual or extraordinary tax assessments, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement or such other addition to the Common Property, and/or for the operation of the Common Property. Any special assessment shall be effective only if approved by two-thirds (2/3) of the members present in person or by proxy at a meeting of the members held for this purpose. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. The proper purpose of a special assessment hereunder shall be any purpose determined by the Board of Directors to be in the best interests of the Association.

**Section 4B. Reimbursement Assessments.** The Board, subject to the provisions hereof, may levy a reimbursement assessment against any Owner (or Lot) if the failure of the Owner (or Lot), or of the Owner's family, guests or tenants to comply with this Declaration, the By-laws, or any rules applicable to such Owner and/or Lot shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The amount of such reimbursement assessment shall be due and payable to the Association ten (10) days after notice to the Owner (or Lot) of the decision of the Board that such reimbursement assessment is owing. Any fines assessed for non-compliance will also be deemed to be reimbursement assessments, to be collected as such.

**Section 5. Lien for Assessments.** All sums assessed against any Lot pursuant to this Declaration, together with late charges, fines, interest, costs and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a continuing vendor's lien on such Lot in favor of the Association. Such continuing vendor's lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether prior consent is specifically set forth in the instruments creating such liens or encumbrances.

**Section 6. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days will incur a late charge in the amount of \$50.00.

**Section 7. Date of Commencement of Annual Assessments.** The annual assessments procedure provided for herein shall commence on January 31. There will be a \$50.00 late fee if assessment is not received by the 15<sup>th</sup> of February. The date any specific Lot becomes subject to assessment hereunder shall be the date on which the Lot is conveyed by member from the date of execution of this Declaration forward.

**Section 8. Assessment Certificate and Transfer Fee.** Upon written request by an Owner, the Association shall within a reasonable period of time, issue to an Owner a written certificate stating that all assessments (including interest and costs), have been paid with respect to any specified Lot, and if all assessments and charges have not been paid, setting forth the amount of such assessments and charges (including interest and costs, if any) due and payable as of the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding regarding any matter therein stated as between the Association and any bona fide purchaser or lender on the Lot specified in such certificate. The Association shall have the right to charge any Owner selling or otherwise transferring title to a Lot, a fee of \$50.00 which is reasonable compensation for the costs incurred by the Association in changing its records to reflect the transfer of ownership.

## **ARTICLE V MAINTENANCE**

**Section 1. Association's Responsibility.** The Association shall:

- a) maintain and keep in good repair the Common Property and any Association perimeter fencing.
- b) maintain and keep in good repair all improvements located on the Common Property, including but not limited to, the mailboxes, any paved or concrete walkways, driveways, parking areas, patios, gazebos, and park benches, if any, which are part of Common Areas, as well as any other improvements that may be later made on any part of the Common Areas. Any paved or concrete walkways, driveways, parking areas and patios located within the boundaries of a Lot shall be the responsibility of the Owner of such Lot.

There are hereby reserved to the Association easements over the Community as needed to enable the Association to fulfill its maintenance and other responsibilities and obligations set out in this Declaration.

The Association shall have the right but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. Except as otherwise provided herein, all costs associated with maintenance, repair and replacement of the Common Property, shall be a common expense to be allocated among the Lots as part of the annual assessments.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

## ARTICLE VI USE RESTRICTIONS AND RULES

**Section 1. General.** Regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified by 2/3 vote of the community. Such Rules and other regulations may apply to activities in the Community, including but not limited to, the use of the Common Property and the leasing of residences by the Owners thereof.

**Section 2. Occupants Bound.** All provisions of the Declaration and of any Rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lot.

**Section 3. Nuisance.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

**Section 4. Parking.** Must follow the city ordinances on parking regulations.

**Section 5. Satellite Dishes.** Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted.

**Section 6. Occupancy.** Each Lot shall be used as a residence only, except as otherwise herein expressly provided. Each Lot owned by an individual, corporation, limited liability company, partnership, trust or other fiduciary may only be occupied by the following persons and such persons' families and guests:

- a) the individual Owner,
- b) an officer, director, stockholder or employee of such corporation or company,
- c) a partner or employee of such partnership,
- d) the fiduciary or beneficiary of such fiduciary, or
- e) permitted occupants under an approved lease or sublease of a Lot (as described below), as the case may be.

Occupants of leased or subleased Lot will be deemed approved occupants if they are the following persons, and such persons' families and guests:

- a) an individual lessee or sublessee,
- b) an officer, director, stockholder or employee of a corporate lessee or sublessee, or

- c) a fiduciary or beneficiary of a fiduciary lessee or sublessee.

Under no circumstances may more than one family reside in a Lot at one time.

In no event shall it be occupied as a short-term rental.

**Section 7. Leasing of Lots.**

- 1) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- 2) Leasing Provisions.
  - a) General. Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than one hundred eighty-three (183) days, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board of Directors, shall be given to the Board of Directors by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and regulations. The Board of Directors may adopt reasonable rules regulating leasing and subleasing.
  - b) Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By- Laws and the rules Fed pursuant to the foregoing and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any such violation.

**Section 8. Use of Temporary Structures.** No structure of a temporary character, whether trailer, tent, shack, garage, barn, shed, or other outbuilding shall be maintained or used on any Lot at any time as a permanent residence, or temporary housing for more than 2 weeks. All permitted temporary structures shall always be reasonably maintained.

**Section 9. Drainage.** No Owner of a Lot shall be permitted to construct improvements on such Lot or grade such Lot or permit such Lot to remain in or be placed in such condition that surface water on such Lot drains to any other Lot or the Common Property.

**Section 10. Exterior Lighting.** No exterior lighting may shed light onto other property in the Community or into residential dwellings in such a manner that creates a nuisance.

**Section 11. Sound Devices.** No external horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the residence, shall be placed or used on any Lot. This paragraph shall not preclude the use of outdoor speakers, stereos, home entertainment systems, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

**Section 12. Playground.** Any jungle gyms, swing sets or similar playground equipment or athletic equipment must be placed on the rear or side of the Lot no closer than ten feet (10') to the property line, not beyond the front facia of the home, and shall be no taller than the home's roof line. Any playground or other play areas or equipment furnished by the Association or erected within the



Community shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.

**Section 13. Residence.** Any single-story residence constructed must have a ground floor area of not less than 2,500 square feet of living area, exclusive of open or screened porches, terraces, patios, driveways, or garages. Any residence other than a single-story residence must have at least 3,000 square feet of living area, exclusive of open or screened porches, terraces, patios, driveways, or garages. No building or structures shall be moved from another location to one of these tracts.

The existing residential structures located on Lot 4 Block 10 predate this rule and are exempt, as they are their original homesteads of the Old Farm House Estates development. Any new residential structure(s) built on this lot is/are not exempt.

**Section 14. Landscaping.** Lot owner shall maintain the landscaping and yard for the Lot in an attractive manner, consistent with the Community-Wide standard, including but not limited, to regular mowing and edging, adequate weed control, and trimming of shrubs, trees, and bushes.

**Section 15. Division of Lots.** No lot may be subdivided in any fashion or manner, except 4031 and 4021 Wisteria Trl may be subdivided into their original configuration of Lot 16 Block 2 and Lot 15 Block 2; and Lot 4 Block 10 (4410 Morninglory Pkwy) which may be subdivided into not more than 2 lots at the owner's discretion.

## ARTICLE VII INSURANCE AND CASUALTY LOSSES

**Section 1. Insurance.** The Association's Board of Directors or its duly authorized agent may obtain insurance for all insurable improvements on the Common Property. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall obtain a liability insurance policy, which includes premises liability coverage applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance.

Premiums for all insurance which it is the obligation of the Association to provide shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

In addition to the other insurance required by this Section, the Board may obtain, if and to the extent necessary, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

## **Section 2. Damage and Destruction.**

- a) **In General.** Immediately after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.
- b) **Repair and Reconstruction.** Any damage or destruction to any Common Property shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members agree otherwise.

Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

If it should be determined by the Association in the manner described above that the damage or destruction to the Common Property shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Property by the Association in a neat and attractive condition.

## **ARTICLE VIII GENERAL PROVISIONS**

**Section 1. Enforcement.** Each Owner and every occupant of a Lot shall comply strictly with the By-Laws, the Rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose a fine of \$50.00 per month after 3 documented and written warnings, which shall be collected as provided herein for the collection of assessments. Further, the Board may cause the rule, regulation, use restriction, covenant and/or condition to be complied with and bill the Owner the costs incurred by the Association to do so, along with an administrative fee as the Board may determine. Failure to comply with this Declaration, the By-Laws, or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Amendment.** This Declaration may be amended by 2/3 vote of the community. Amendments to this Declaration shall become effective upon recordation in the Official Public Records of Real Property of Ellis County, Texas, unless a different effective date is specified therein.

- a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith.
- b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration.

**Section 3. Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

**Section 4. Captions.** The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the Article or Section to which they refer.

**Section 5. Books and Records.** This Declaration, the By-Laws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the community meetings, Board meetings, and of all committees shall be made available for inspection and copying by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

**Section 6. Notice of Sale or Lease.** In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

**Section 7. Arbitration.** In the event of any dispute arising between, among, against or on behalf of Owners relating to this Declaration, including without limitation, each party shall appoint one (1) arbitrator. Should any such Owner refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board of Directors, the Board shall appoint an arbitrator for the refusing Owner. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) (or more) arbitrators shall be binding upon the Owners and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof and located in Ellis County, Texas.

**Section 8. Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

**Section 9. Litigation.** Except as provided below, the Association shall not commence any judicial or administrative proceeding without the approval of 2/3 vote of the community. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration and/or the Rules (including without limitation the foreclosure of liens); (b) the imposition and collection of assessments as provided for in Article IV; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved the percentage of votes necessary to institute proceedings as provided above.

**Section 10. Conflicts Among Documents.** To the extent there are in conflicts between this Declaration, the Bylaws and the Articles of the Incorporation for the Association, the Declaration is the primary controlling document, the Bylaws have secondary authority, and the Articles of Incorporation have the least authority.

EXECUTED to be effective on the date this instrument is Recorded.

ASSOCIATION:  
THE OLD FARM HOUSE ESTATES  
HOMEOWNERS ASSOCIATION, INC.,  
a Texas non-profit corporation

By: John Fornero

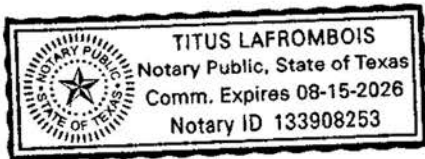
Name: John Fornero

Title: President

THE STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on this day of 18<sup>th</sup> of July, 2023,  
by John Fornero, President of  
The Old Farm House Estates Homeowners Association, Inc.,  
a Texas non-profit corporation, on behalf of such corporation.



Titus Lafrombois  
Notary Public, State of Texas

EXECUTED to be effective on the date this instrument is Recorded.

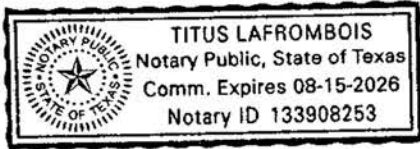
ASSOCIATION:  
THE OLD FARM HOUSE ESTATES  
HOMEOWNERS ASSOCIATION, INC.,  
a Texas non-profit corporation


By: 

Name: Steve Walsh  
Title: Secretary

THE STATE OF TEXAS        §  
COUNTY OF ELLIS        §

This instrument was acknowledged before me on this day of 18<sup>th</sup> of July, 2023,  
by Stephen Walsh, Secretary of  
The Old Farm House Estates Homeowners Association, Inc.,  
a Texas non-profit corporation, on behalf of such corporation.



  
Notary Public, State of Texas

## EXHIBIT A

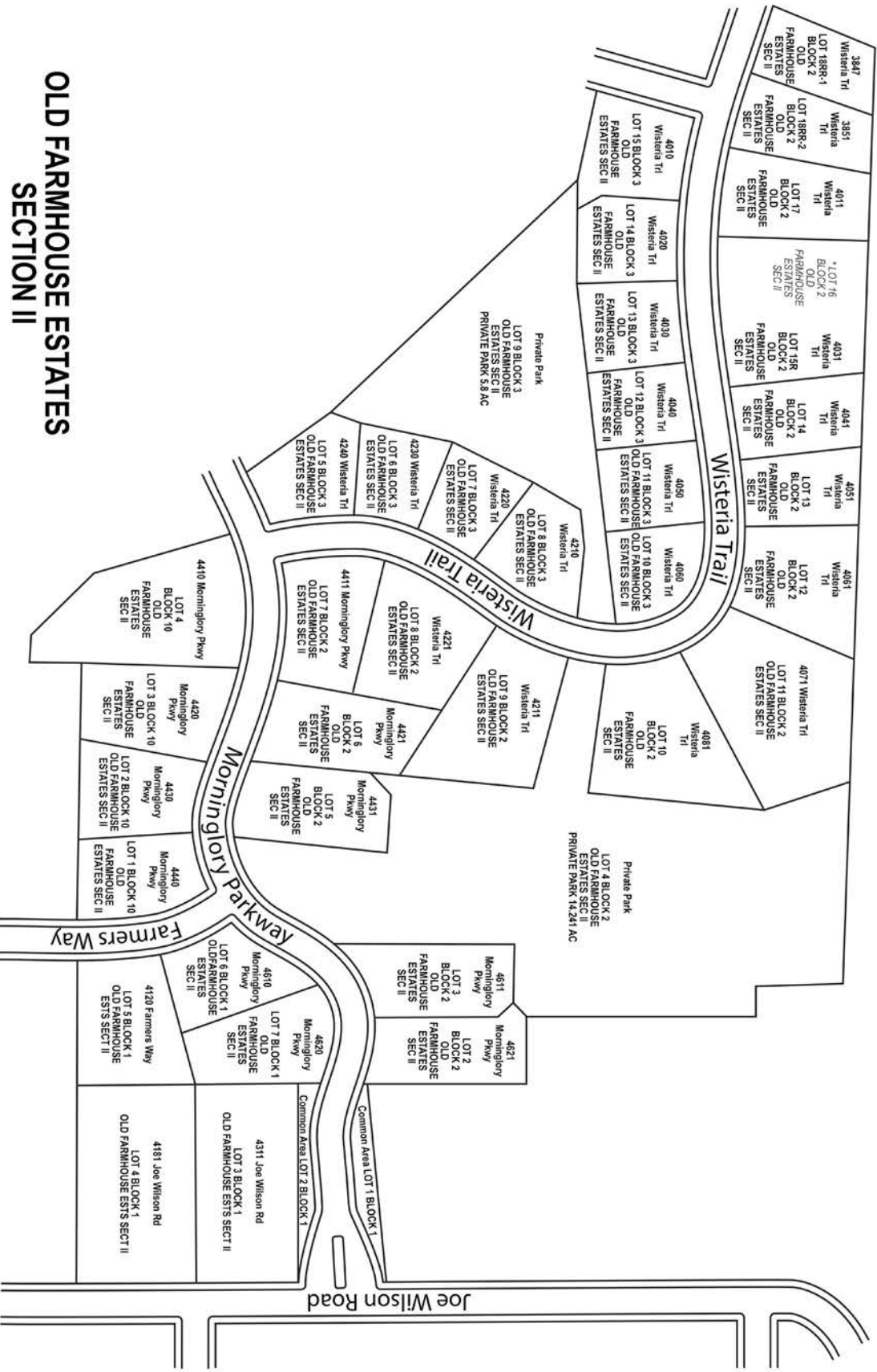
Property Subject to this Declaration

Old Farmhouse Estates Section Two as described in the Final Plat of Old Farmhouse Estates Section Two as recorded in the Ellis County Clerk's Office  
Book E Page 130 Instrument #0018543

Private Park and 5.8 ac. Open Space as described in the deed as recorded in the Ellis County Clerk's Office  
Vol 02414 Page 1128 instrument #0825184

Old Farmhouse Estates Section Two Block 2 Lot 18 Replat as recorded in the Ellis County Clerk's Office  
Vol 1267 Page 259 Instrument #0704202

See attached drawing.



# OLD FARMHOUSE ESTATES SECTION II

\* Denotes original lot information that was superseded by the revised survey.



FILED FOR RECORD - ELLIS COUNTY, TX  
INST NO. 2320757  
on Jul 18, 2023 at 03:54:00 PM

STATE OF TEXAS                      COUNTY OF ELLIS  
I hereby certify this instrument was filed on the date  
and time stamped hereon and was duly recorded in  
the records of Ellis County, Texas as stamped hereon.



*Hugo Velazquez*

COUNTY CLERK, ELLIS COUNTY, TEXAS