

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SIKES ESTATES, SECTION H, UNIT 1, INCLUDING PROVISION FOR  
EXPANSION AND HOMEOWNERS ASSOCIATION**

THE STATE OF TEXAS

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COUNTY OF WICHITA

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Recitals and Definitions

1. Robert Seabury (herein called "Declarant") does hereby place restrictions upon Sikes Estates, Section H, Unit One, an addition to the City of Wichita Falls, Wichita County, Texas. Also, the proposed plan (subject to modifications in the other Units of Section H thereto by Declarant from time-to-time hereafter as provided in Paragraph 10, on page 10, hereof) for the entire Sikes Estates, Section H residential development is herein set forth.
2. Declarant is contemporaneously (either shortly before, at the same time, or shortly after) herewith having "final platted" and filed for record the plat and dedication of such Unit One and shall hold and convey the subject property subject to the conditions, restrictions, liens and charges herein set forth. Also, attached hereto and marked Exhibit "A" is a "Preliminary Plat" of proposed Sections 1 and 2 and the proposed Common Area. Sikes Estates Section H is a planned single-family residential development to consist of Unit One, being proposed lots 1-5 inclusive of Block 2 and proposed lots 1-5 inclusive of Block 1; Unit Two shall consist of lots 1-36 of Block 3 and lots 1-29 of Block 4. All of such "Blocks" are of the proposed Sikes Estates Section H, an Addition to the City of Wichita Falls, Wichita County, Texas, and as shown on such Exhibit "A" attached hereto.
3. For purposes of this Declaration of Covenants, Conditions and Restrictions, unless the context indicates otherwise:
  - 3.1 "Association" shall mean the Sikes Estates Section H Homeowners Association, Inc. a Texas non-profit corporation, consisting of two classes of members, class "A" and class "B".
  - 3.2 "Board of Directors" shall be the Board of Directors of the Sikes Estates Section H Homeowners Association, Inc. The class "A" member shall designate the Board of Directors until 75% of the Lots in the entire Sikes Estates Section H have been sold to others by Declarant (and its specified successors), at which time the class "A" membership shall automatically be converted to class "B" membership (one membership unit for each Lot then owned by Declarant) and there shall only be one class of membership (the class "B" being the only one). Provided however, Declarant may at its option at any time prior thereto convert all such membership to Class B membership by notice to all members.
  - 3.3 "Common Area" shall mean those areas designated by the Board of Directors (and with such designations filed of record in the Official Public Records of Wichita County, Texas) from time-to-time as such "Common Area"; provided however, no part of the initial Common Area shall be removed from status as Common Area without first obtaining approval of those owning 75% of the Lots. Such Common Area shall be for the common benefit use, maintenance and expense sharing for all owners of Lots in Sikes Estates Section H and their permitted invitees. Such benefit, use, maintenance and expense sharing shall be as herein set out and pursuant to rules therefor as hereafter adopted (and subject to modification) from time-to-time by the Board of Directors.
  - 3.4 "Declarant" shall refer to Robert Seabury and his specified successors and assigns;
  - 3.5 "Declaration" shall refer to this Declaration of Covenants, Conditions and Restrictions;

- 3.6 "Subject Property" shall refer to the property described as Lots 1-5 inclusive of Block 2 and proposed Lots 1-5 inclusive of Block 1, and the portions of the streets and common areas shown on the recorded Plat thereof -- all of Unit One, Sikes Estates, Section H, of the City of Wichita Falls, Wichita County, Texas, per the recorded Plat thereof. The "Subject Property" is the specific property being "final platted" contemporaneously herewith. It is recognized that as further Phases of Sikes Estates Section H are final platted that supplements to this Declaration will be filed to incorporate the Lots covered by such final plats as additional "Subject Property" covered hereby.
- 3.7 "Plat" shall refer to that part of the Subject Property prepared by Biggs and Matthews Engineering and filed for record in the office of the County Clerk of Wichita County, Texas, contemporaneously herewith and dated the 17th day of August, 2001, and recorded in Volume 27, Page 1136 of the Wichita County Plat Records.
- 3.8 "Street" shall refer to any street, drive, boulevard, road, terrace, circle or court reflected on the Plat;
- 3.9 "Lot" shall refer to any of the lots designated on the Plat or any replat thereof;
- 3.10 "Corner Lot" shall refer to a Lot which abuts on more than one Street;
- 3.11 "Building Limit Line" shall refer to the line so designated on the Plat (and being designated on such Plat as "B.L.L.");
- 3.12 "Outbuilding" shall refer to a covered structure not directly attached to the residence which it serves;
- 3.13 "Owner" shall refer to the owner, as reflected by the records of Wichita County, Texas, of any interest in the fee simple title to any Lot, or part thereof, except those persons (or other entities) whose interest in a Lot exists only as security for the performance of an obligation;
- 3.14 "Restrictions" shall refer to all easements, covenants, conditions, restrictions, liens and charges created in this Declaration.
- 3.15 "Member" shall be a member of the Association, with Declarant initially being the class "A" member, and all other Owners being class "B" members. There shall be one membership unit ownership for each Lot, and if there are multiple owners of one Lot they shall together have one vote.
4. The Restrictions are herein declared for the purposes of insuring the orderly and uniform development of the Subject Property by establishing minimum standards as to land use, building area, building setbacks, construction methods, architectural style and material quality and for the further purpose of protecting present investment values and future enhancement by home building schedules which aim for overall architectural harmony, interesting variety without bad taste, and adaptability and flexibility without regimentation.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That it is hereby declared that the Subject Property shall be sold, conveyed, developed and held in accordance with and subject to the following Restrictions:

Use of Subject Property

1.0 Single Family Dwellings. The only improvements which may be erected, altered, placed or permitted to exist on any Lot are one detached single-family dwelling and appurtenant structures and improvements authorized under Section 2.1 of this Declaration.

1.1 Height of Dwellings and any Structure. The single-family dwelling erected upon any Lot shall not be more than two stories above ground and shall not exceed a height of 36 feet

(from ground level to the highest point of the structure). Furthermore, no structure exceeding 36 feet in height shall be erected or maintained on any Lot.

1.2 Garages. Each single-family dwelling erected upon the Subject Property shall have a garage which will be able to house not less than two automobiles.

1.3 No Temporary Structures. Structures of a temporary character, including but not limited to, trailers, mobile homes, tents or outbuildings, shall not be used on any Lot at any time as a residence.

1.4 Moved Houses. Single-family dwellings constructed upon other real property shall not be moved onto any Lot.

1.5 Livestock. Animals or livestock shall not be raised, bred or kept on any Lot or part thereof, except dogs, cats or other animals customarily kept as household pets, provided that such pets are not kept, bred or housed for commercial purposes.

1.6 No Professional or Business Office or Commercial Structure. Except as set forth in Section 1.10 all Lots shall be used exclusively for residential purposes, and professional, business, trade or commercial activity of any nature shall not be conducted on any portion of the Subject Property; provided, however, any Owner may rent or lease his Lot and the improvements erected thereon for occupancy solely as a residence and further Declarant (and any builder authorized in writing by Declarant) may in the initial development of the Subject Property place construction and/or sales offices on the Subject Property.

1.7 Trash Containers. All trash, garbage and other waste containers located on any Lot shall at all times (except on garbage pick-up days when such containers may be placed by curb, not in the street) be either buried or concealed by landscaping or protective screenings, shall be located behind the Building Limit Line and shall be maintained by the Owner of the applicable Lot in a sanitary condition. No garbage or other waste shall be stored or permitted to exist upon any Lot except as may be kept in such containers.

1.8 Easements.

(a) Declarant reserves the right to locate, construct and maintain, or cause to be located, constructed and maintained within the areas designated on the Plat as "Easements", sewer or other pipelines, conduits, and wires and any other method of conducting or performing any public or quasi-utility function with the right of access at any time to and from such areas for such purposes. The surface of such easements shall be maintained by the Owner to the extent that they lie within the boundary of such Owner's respective Lot; provided further that should repair, replacement, construction, or maintenance of the underlying utilities require the removal of any fence, hedge, plant, or other object or improvement, the removal and replacement thereof shall be made by such Owner at such Owner's sole expense.

(b) Subject to Declarant's rights specified in (a) above, each Lot Owner (and as such ownership varies from time-to-time hereafter, thus with the rights and duties "running with title to the land") shall have the reasonable right through such Easements of ingress and egress to such Lot Owner's Lot for utility lines for utilities to service such Lot Owner's Lot. All of such easement rights herein granted are private (for the benefit of all the Lot Owners and their invitees only and are not for the benefit of the public, except to the extent such have been, or may be, dedicated to the public by Declarant) -- further in exercising and enjoying all such rights it shall be done with due regard for the correlative rights of all the other Lot Owners therein and for the beauty and safety of all the property covered by this Declaration.

1.9 Underground Connections. Overhead wires or poles shall not be used in transmitting power from the primary underground telephone, cable, electrical, and other utility distribution lines along such easement (or anywhere on the Subject Property) except that Declarant may do so for construction (and may allow other Owners to do so upon written application to Declarant) and until such time as such underground utilities are reasonably available. An exception to the above are overhead primary service lines constructed by TXU adjacent to the city sidewalk.

1.10 Display Signs. Advertising or display signs, billboards or structures of any kind shall not be constructed, maintained or permitted on any Lot except printed or painted signs not exceeding six square feet in area advertising that the Lot (with improvements thereof, if any) on which such sign is located is for sale; provided however, Declarant may have a larger sign upon the initial development of the area.

1.11 Oil, Gas and Mining Operations. Drilling, development, or other oil and/or gas operations, refining, quarrying or mining operations of any kind shall not be permitted upon or in any Lot, nor shall oil and/or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot; provided however, this shall not prohibit the drilling of a water well (and the installation of a water holding tank not exceeding 250 gallons in size) for water to serve a particular Lot.

1.12 Prohibited Uses. Activities or objects which subject an occupant of any Lot to noxious odors, unusual or loud noises, or aesthetically displeasing sights shall not be created, constructed or permitted to exist on any Lot.

1.13 Vehicles. Vehicles of any kind as well as those designated primarily for recreational uses or use off the highway, including but not limited to, boats, travel trailers, motor and mobile homes and commercial vehicles, shall not be continuously parked on any Lot or the adjoining Street where they can be viewed from the adjoining Streets or Lots for more than 24 hours continuous.

1.14 Landscaping. Sight lines above two feet from the surface of any corner lot shall not be obstructed within a radius of 25 feet from any corner formed by the intersection of the two Streets adjoining such Corner Lot. All landscaping must be compatible with standard landscaping styles in Wichita Falls and must be approved by Declarant. No fences are permitted nearer the street than any building limit line shown on a plat.

1.15 Maintenance and Upkeep. Each Lot Owner shall keep the grounds, shrubbery, lawn, landscaping and exterior of the improvements on such Owner's Lot in good repair and slightly condition at all times, mowing the yard, picking up litter and trash, and so as to provide a slightly appearance for the addition.

#### Development Control

2.0 Architectural Control Committee. Architectural control shall initially be under the authority of Declarant which may select a committee of three individuals to act for it; such committee shall be known as the "Architectural Control Committee". Declarant may, at its sole discretion, from time to time remove and replace any of the members of the Architectural Control Committee. Upon the initial sale by Declarant of 75% of the Lots, then thereafter the selection of the members of the Architectural Control Committee or replacement of any vacancy occurring in its membership, shall be made by the Owners of a majority of the fee simple interests in the Lots (with such voting to be non-cumulative, one vote for each Lot) -- with the calling of a meeting therefor, voting, and other matters relating thereto to be by a majority of the Lot Owners. The Architectural Control Committee shall not be responsible for its negligence or other failure to act or acts.

2.1 Approval of Plans and Specifications. Improvements (of any kind, being the main structure as well as Outbuildings) shall not be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or alteration of any such improvement be made, nor shall any landscaping of any Lot be undertaken, until the plans and specifications of such improvement, addition, alteration or landscaping (showing its nature, colors, kind, shape, height, materials and location) have been submitted to, and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have the power to adopt such rules and procedures as it may deem necessary or advisable in the performance of its duties set forth in this Declaration. The standards to be considered by the Architectural Control Committee shall be such as, in the discretion of such Committee, establish and preserve architectural harmony.

2.2 Construction. All improvements constructed upon the Subject Property shall be so constructed in a good and workmanlike manner in accordance with the plans and specifications

thereof approved by the Architectural Control Committee and in accordance with all applicable ordinances and law.

2.3 Failure of Committee to Act. In the event the Architectural Control Committee should fail or refuse to either approve or reject any plans and specifications submitted to it within 20 days immediately following the date of such submission, such plans and specifications shall be deemed to have been approved by the Architectural Control Committee.

2.4 Building Location. A single-family dwelling, or part thereof, shall not be erected or maintained on any Lot nearer to the Street than the Building Limit Line nor shall such dwelling, or any part thereof, be erected or maintained on any such Lot between the Building Limit Line and the Lot boundary line. Provided, however, for the purposes of this Section 2.5, cornices, overhangs, eaves, chimneys or ornamental structural additions shall not be construed as being a part of such dwelling; and further provided that Declarant may in its sole discretion authorize minor encroachments of such dwelling inside the Building Limit Line, No dwelling, or part thereof, shall be erected or maintained within 5 feet of any Lot boundary line for any boundaries where building limit lines are not shown on the Plat.

2.5 Resubdivision. The Lots shall not be subdivided or consolidated with other Lots after the date of this Declaration without the prior written permission of the Architectural Control Committee.

2.6 Minimum Living Area and Roof Construction.

(a) Single-family dwellings constructed on Lots 1-5, Block 2 and 3-5, Block 1 shall have at least 1800 square feet. Single family dwellings constructed on Lots 1-2, Block 1 shall have at least 1500 square feet. This includes -- all of living space (being that space that is air-conditioned), exclusive of breezeways, garages, open porches, and outbuildings. All Lots (presently being platted as per the Plat as well as proposed Lots) will have a 25-foot front building set back line.

(b) All roofs shall be constructed of materials approved by the Architectural Control Committee, which shall include slate, shake, tile, raised metal, and heavy (as determined by such Committee) fiberglass composition.

2.7 Sidewalks. Sidewalks shall be required on any, or all, of the Lots at the discretion of the Architectural Control Committee; provided however, it is recognized that applicable City of Wichita Falls ordinances in effect at the time may require sidewalks.

2.8 Exterior Walls Construction Materials. At least 60% of the exterior area of each exterior wall (exclusive of the area of doors and windows) of any residence or garage constructed on any Lot shall be constructed of brick, stone, dryvit, or masonry approved by the Architectural Control Committee.

Sikes Estates Section H Homeowners Association, Inc.

3.0 Association. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name Sikes Estates Section H Homeowners Association, Inc., is charged with the duties and vested with the powers prescribed by law and set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws.

3.1 Membership. Membership in the Association is automatically granted (and required) to the Owner or Owners of each Lot in the Subject Property. On the transfer of any title to any Lot, the membership of the transferor automatically ceases and each new Owner becomes a member. Such membership shall originally be class "A" and class "B" as herein above provided. So long as the class "A" membership exists it shall be the sole voting class of membership and class "B" members may not vote, but shall be given notice of all membership meetings and an opportunity to attend.

3.2 Voting Rights. Voting shall be one vote for each Lot. If a Lot; has more than one Owner, the aggregate vote of the majority in interest of the Owners of the Lot shall constitute the vote for the membership unit represented by such Lot if the Owners cannot otherwise decide.

3.3. Membership Meetings. Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

3.4. General Powers and Authority. The Association shall have all of the powers provided herein, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in its Articles of Incorporation and Bylaws. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and its Articles of Incorporation and Bylaws. The powers of the Association shall include, but are not limited to, the following:

(a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.

(b) The power to adopt reasonable operating rules governing the use of the Common Area and any facilities located on the Common Area, as well as the use of any other Association property.

(c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Articles of Incorporation or Bylaws or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.

(d) The right to discipline Owners for violation of any of the provisions of this Declaration, the Articles of Incorporation, Bylaws, or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Area or by imposition of monetary penalties, subject to the following limitations:

(i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the board of Directors within thirty (30) days of the notice.

(ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

(iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.

(iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

(e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to committees, officers, or employees.

(f) The right, through its agents or employees, to enter any Lot when reasonably necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is reasonably practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

3.5. Board of Directors and Officers of the Association. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association. The Board shall elect officers, which shall include a President, Treasurer, Secretary, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

3.6 Duties of the Association. In addition to the duties delegated to the Association or its agents and employees elsewhere in this Declaration, the Association shall be responsible for the following:

(a) Operation and maintenance of the Common Area and the facilities located on the Common Area. This duty shall include, but shall not be limited to, paving, maintenance, repair, and landscaping of the Common Area and of the furnishings and equipment for the Common Area as the Board shall determine are necessary and proper.

(b) Acquisition of and payment from the maintenance fund for the following:

(i) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Area.

(ii) A policy or policies, to the extent only the Board deems necessary, of fire insurance with extended coverage endorsement for the full insurable replacement value of the Common Area improvements, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection.

(iii) A policy or policies, to the extent only the Board deems necessary, insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Common Area, including the personal liability exposures of the Owners. Limits of liability under such insurance shall be as determined by the Board of Directors. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion.

(iv) Worker's compensation insurance to the extent desired by the Board of Directors.

(v) The services of personnel that the board shall determine to be necessary or proper for the operation of the Common Area.

(vi) Legal and accounting services necessary or proper for the operation of the Common Area or the enforcement of this Declaration.

(c) Preparation and maintenance of proper financial records showing all the receipts and disbursements of the Association.

(d) Arrangement for an annual independent audit of all books and records of the Association, if such an audit is deemed appropriate by the Board of Directors of the Association.

3.7 Declarant's Control Period. Declarant shall have the power to appoint and remove officers and members of the Board until the earlier of (a) Declarant has conveyed seventy-five (75) percent of the Lots (or Declarant notifies all members of a sooner conversion, as Declarant may elect) in all two Sections of all Phases of Sikes Estates, Section H, Unit One to Owners other than Declarant or (b) 5 years from the date hereof.

(a) Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.

(b) Payment of taxes and assessments that are or could become a lien on the Common Area or a portion of the Common Area.

(c) Contracting for casualty, liability, and other insurance on behalf of the Association.

(d) Contracting for goods and services for the Common Area, facilities, and interests of the Association.

(e) Delegation of its powers to such committees, officers, or employees of the

Association as are authorized herein and in the Bylaws.

(f) Preparation of budgets and financial statements for the Association.

(g) Formulation of rules of operation and use for the Common Area and facilities owned or controlled by the Association.

(h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of this Declaration in accordance with procedures set forth in this Declaration.

(i) Authorizing entry into any Lot as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Area or the Owners in the aggregate.

3.8 Limitations on Powers of Board of Directors. Notwithstanding the powers set forth in Paragraph 3.7 above of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Association residing in all the Owners (including Declarant to the extent it is an Owner), with one vote for each Lot Owned:

(a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one year, except for a management contract approved by the Federal Housing Administration or Veterans' Administration; (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of not more than three (3) years' duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of twenty (20) percent of the budgeted gross expenses of the Association for that fiscal year.

(c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of twenty (20) percent of the budgeted gross expenses of the Association for that fiscal year.

(d) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Board may cause a Director or officers to be reimbursed for expenses incurred in carrying out the business of the Association. Also the Board may employ those who are also officers or Directors to perform separate services for the Association.

3.9 Limitations on Liability of Directors and Officers of Association. It is recognized that neither the officers nor the Directors of the Association will receive, customarily, any salary or other such compensation, for their service in such capacities other than reimbursement of expenses. Accordingly, the officers and Directors shall not be responsible nor liable for any damages to the Association or any Owner or any Owner's invitee for any act or omission, and even though constituting negligence, of any officer or Director unless such act or omission is done in bad faith. Each Owner by acquiring ownership of a Lot or interest therein agrees to be bound by the terms of this Section 3.9 to the maximum extent legally possible. Also, each Owner agrees to indemnify and hold harmless each officer and Director from any claims made by such Owner's invitees against an officer or Director for any act or omission except those constituting bad faith.

#### Assessments

4.0 Covenant to Pay. The Declarant covenants and agrees for each Lot (as it becomes a "final platted" Lot for a single family residence) owned by it in the Sikes Estates, Section H, and each Owner by acceptance of the deed to such Owner's such Lot is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the



Association. The Owner may not waive or otherwise escape liability for these assessments by non-use of the Common Area or by abandonment of the Owner's Lot. Declarant does, however, agree to pay all Common Area expenses until 75% of the lots in Sikes Estates, Section H have been sold and the Class "A" membership converted to Class "B" membership, or until Declarant sooner so converts all membership units to Class "B".

4.1 Regular Assessments. Regular assessments shall be made in accordance with the following: Within sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of final platted single family residential Lots in Sikes Estates, Section H, owned by said Owner in each category to the total number of final platted single-family Lots in Sikes Estates, Section H, subject to assessment in such category. Each Owner is obligated to pay assessments to the Board in annual installments on or before the first day of each year (or the Board may, by notice to all Owners, require such to be paid in equal monthly installments on the first of each month).

4.2 Special Assessments. Special assessments shall be made in accordance with the following. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed.

4.3 Limitations on Assessments. The Board may not, without the approval of a majority of the voting power of the Association residing in Owners other than Declarant, impose a regular annual assessment per final platted Lot that is more than twenty (20) percent greater than the regular annual assessment for the preceding year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner into compliance with the provisions of this Declaration Association's Bylaws.

4.4 Commencement of Assessments. Regular assessments shall commence on the date of closing of the first sale of a final platted single-family residential Lot in Sikes Estates, Section H, by Declarant once the Class A memberships have been converted to Class B memberships.

4.5 Liability for Assessments. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

4.6 Payment of Assessments on Conveyance of a Lot. On the sale or conveyance of a Lot, all unpaid assessments against an Owner for the Owner's share in the expenses to which Articles 4.1 and 4.2 of this Declaration refer shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Lot.

(b) Amounts due under bona fide mortgage instruments duly recorded.

4.7 Lien and Foreclosure for Delinquent Assessments. The Association shall have a lien on each Lot for any delinquent assessments attributable to that Lot. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.

### Term

5.0 Term. The Restrictions shall continue for a period of 21 years from and after the date of this Declaration and shall be extended without further action for successive periods of 21 years each unless modified or released at the end of the preceding 21 year period by the affirmative action of the Owners of at least 75% of the total fee simple interests in the then final platted Lots by written instrument fully executed and acknowledged by such Owners and filed in the office of the County Clerk of Wichita County, Texas, at least one year prior to the expiration of such immediately preceding 21-year period. The easements created herein, however, shall run in perpetuity.

### Right to Enforce Restrictions

6.0 Declarant or any Owner shall, without the joinder of any other party, have the right to file a legal action for and obtain an injunction to prevent the breach of, or to enforce the observance of any one or more of the Restrictions, this in addition to any legal action for damages which may be sustained by reason of the breach of one or more of the Restrictions. The failure of Declarant or any Owner to enforce any of the Restrictions at the time of its violation, or during the continuation thereof, shall in no event be deemed a waiver of any right or rights of enforcement thereafter taken. Declarant shall not be obligated to take any actions to enforce any of the Restrictions.

### Right to Assign

7.0 Declarant shall have the right to assign, transfer and convey or release itself from any or all of the rights created in this Declaration and following such assignment, transfer or conveyance Declarant shall be relieved of any duties or obligations imposed upon it in connection with the Subject Property. Provided however, in order to relieve Declarant of any such duties or obligations such assignee must have a net worth of at least \$500,000.00 at the time of such assignment.

### Severability

8.0 Invalidation of one or more of the Restrictions or other provisions contained in this Declaration shall not affect any of its other provisions.

### Modification of Restrictions

9.0 The Restrictions may be amended, modified, extended, changed or canceled, in whole or in part, in a written instrument signed and acknowledged by the Owners of at least 75% of the final platted Lots, and the provisions of such instrument shall be effective as of the date on which it is filed for record in the office of the County Clerk of Wichita County, Texas.

### Expanding Restricted Area And Adding Other Areas To Declaration

10.0 It is contemplated and agreed that the Subject Property is simply the initial Phase or section of property to be developed in harmony. Declarant shall have the right by subsequent instrument or instruments recorded in the Official Public Records of Wichita County and referring to this Declaration to add additional property or properties to the Subject Property. Such future instruments may have different requirements for minimum square footages, building set back lines, and other such developmental provisions for the particular areas added by such instruments. It is now contemplated that the scheme set forth in Exhibit "A" shall be used for layout of Lots, Blocks, streets, etc.; however, It is expressly understood that Declarant may vary the configuration of such future Lots (but not vary the configuration of the Lots in the present Subject Property) street layout or other features of Exhibit "A" before "final plotting" any such areas. The Owners of Lots in such other added areas may enforce the provisions hereof (as so modified) and the Owners of Lots in the present Subject Property may enforce the provisions hereof (as so modified) with respect to such other areas.

DECLARANT:

Robert Seabury

By: \_\_\_\_\_  
Robert Seabury

STATE OF TEXAS     \*  
                              \*  
COUNTY OF WICHITA \*

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2002, by Robert Seabury.

\_\_\_\_\_  
Notary Public for the State of Texas

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SIKES ESTATES, SECTION H, UNIT 3, INCLUDING PROVISION FOR  
EXPANSION AND HOMEOWNERS ASSOCIATION**

THE STATE OF TEXAS  
  
COUNTY OF WICHITA

\*  
\*  
\* KNOW ALL MEN BY THESE PRESENTS:

Recitals, Definitions, and Declaration

1. Robert Seabury (herein called "Declarant") has heretofore placed restrictions upon Sikes Estates, Section H, Unit One, an addition to the City of Wichita Falls, Wichita County, Texas, and has placed such Declaration thereof, which instrument is dated January 5, 2002, and recorded in Volume 2328, Pages 189 et seq of the Official Public Records of Wichita County, Texas, reference to such being hereby made. Thereafter, by instrument dated January 24, 2003, and recorded in Volume 2439. Pages 69 et seq, reference to such being hereby made, Declarant executed and filed of record that "Declaration Of Covenants, Conditions And Restrictions For Sikes Estates, Section H, Unit 2, Including Provision For Expansion And Homeowners Association" whereby he committed certain Lots as an additional phase to such development, the restrictive covenants therefor, and the Homeowners Association therefor. And Robert Seabury Company (an affiliate of Declarant) is also involved in such development and, consequently, to make certain the proper patty is executing this instrument both Robert Seabury and Robert Seabury Company are executing this instrument (1) not only ratifying and confirming such prior action with respect to Unit 2, but (2) also hereby committing a new Unit 3 (as hereafter described) to such development, such Declaration, and such Homeowners Association. Thus there is such ratification and confirmation.

2. Also, Declarant (joined by Robert Seabury Company as necessary to accomplish such) does herewith add to the definition of Subject Property contained in Section 3.6 of the Recitals and Definitions the following property, which is to constitute Unit Three of Sikes Estates. Section H, to-wit: Lots 12 through 24, Block 3, and Lots 7 through 20, Block 4, Sikes Estates, Section H, Unit 3.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Robert Seabury

Robert Seabury Company

By: \_\_\_\_\_  
Robert Seabury, President

STATE OF TEXAS       \*  
                                  \*  
COUNTY OF WICHITA   \*

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Robert Seabury.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS       \*  
                                  \*  
COUNTY OF WICHITA   \*

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Robert Seabury, President of Robert Seabury Company, a Texas corporation, on behalf of said Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIKES ESTATES, SECTION H, AN ADDITION TO THE CITY OF WICHITA FALLS, WICHITA COUNTY, TEXAS**

WHEREAS, Robert Seabury (as "Declarant") has heretofore recorded that "Declaration Of Covenants, Conditions And Restrictions For Sikes Estates, Section H, Unit 1, Including Provision For Expansion And Homeowners Association" in Volume 2328, Pages 189 et seq of the Official Public Records of Wichita County, Texas, and thereafter that Declaration Of Covenants, Conditions And Restrictions For Sikes Estates, Section H, Unit 2, Including Provision For Expansion And Homeowners Association, recorded in Volume 2439, Pages 69 et seq of the Official Public Records of Wichita County, Texas, and thereafter that Declaration Of Covenants, Conditions And Restrictions For Sikes Estates, Section H, Unit 3, Including Provision For Expansion And Homeowners Association recorded in Volume 2570, Pages 447 et seq of the Official Public Records of Wichita County, Texas, reference being hereby made to such recordations; and

WHEREAS, Declarant has platted two new additional phases for such Sikes Estates Addition, being a portion of Sikes Estates Unit 4 (consisting of Lots 25 through 29, both inclusive, of Block 3, and Lots 20 through 23, both inclusive, of Block 4, both of Sikes Estates Addition, so reflected in that recordation in Volume 28, Page 13, of the Plat Records of Wichita County, Texas), and also, another phase, being Sikes Estates Addition Section H, Unit 5 (consisting of Lots 30 through 38, both inclusive, Block 3, and Lots 24 through 29, both inclusive, of Block 4, of Sikes Estates Addition, so reflected in that recordation in Volume 28, Pages 323 and 324 of the Plat Records of Wichita County, Texas), reference to all such records being hereby made;

NOW, THEREFORE, Declarant does hereby, as owner of all such new, additional properties, hereby commit such respective properties to such original Declaration with such to be part of the Subject Property contained in Section 3.6 of the Recitals and Definitions in such original Declaration.

Robert Seabury Company does also join herein to the extent necessary to so reasonably effectuate the purposes stated herein.

Dated as of this the \_\_\_\_\_ day of October, 2007.

Robert Seabury Company

\_\_\_\_\_  
Robert Seabury, Individually

By: \_\_\_\_\_  
Robert Seabury, President

STATE OF TEXAS  
COUNTY OF WICHITA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2007, by Robert Seabury, President of Robert Seabury Company, a Texas corporation, on  
behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS  
COUNTY OF WICHITA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2007, by Robert Seabury, Individually.

\_\_\_\_\_  
Notary Public in and for the State of Texas