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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EAGLE'S PERCH

[COOKE COUNTY, TEXAS]

NOTE: This document contains beneficial provisions for the perpetual maintenance and upkeep of a common roadway.

Declarant: Liberty Bankers Life Insurance Company, an Oklahoma corporation

This Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as Eagle's Perch in Cooke County, Texas.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EAGLE'S PERCH

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made by Liberty Bankers Life Insurance Company, an Oklahoma corporation (the "Declarant"), and is as follows:

RECITALS:

A. This Declaration is filed with respect to Lots 12 through 43 of Eagle's Perch, a subdivision according to the plat recorded in Document No. _____ of the Official Public Records of Cooke County, Texas (the "Property"). Declarant is the owner of the Property.

B. Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.

C. By the Recording of this Declaration, Declarant serves notice that the Property will be subjected to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared: (i) that the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Declaration uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Declaration, the text will control.

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made by the undersigned owners and is as follows:

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

"Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Restrictions is applied, and pertaining to the subject matter of the Restriction provision. Statutes and ordinances specifically referenced in the Restrictions are "Applicable Law" on the date of the Restrictions, and are not intended to apply to the Owners' Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"Assessment" or **"Assessments"** means assessments imposed by the Association under this Declaration.

"Assessment Unit" means each individual lot, of lots 12 through 43, identified in **Exhibit A**.

"Association" means Eagle's Perch Homeowners Association, Inc., a Texas non-profit corporation, which will be created by Declarant to exercise the authority and assume the powers specified this Declaration.

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

"Bylaws" means the Bylaws of the Association as adopted and as amended from time to time by a Majority of the Board.

"Certificate" means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"Common Area" means the roadway or driveway from FM 1201 to Lot 27 as depicted on **Exhibit A**.

"Lot" means each individual lot, of lots 12 through 43, shown on **Exhibit A**.

"Owner" means the person(s), entity or entities, including Organizers, holding all or a portion of the fee simple interest in any Lot, but does not include a mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its mortgage. An Owner is a "Member."

"Property" means the roadway or driveway from FM 1201 to Lot 27 and lots 12 through 43 shown on **Exhibit A**.

ARTICLE 2 GENERAL AND USE RESTRICTIONS

The Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.1 **General.**

2.1.1 Conditions and Restrictions. The Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Restrictions.

2.2 Compliance with Restrictions. Each Owner, his or her family, Residents of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time.

2.3 Liability of Owners for Damage to Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area without the prior written approval of the Board. Each Owner shall be liable to the Association for any and all damages to the Common Area.

2.4 Maintenance and Upkeep, Taxes. The Association is responsible for the maintenance, upkeep, and repair of the Common Area, including the roadway surface. The Association shall also pay any property taxes due on the Common Area.

ARTICLE 3

EAGLE'S PERCH ROAD MAINTENANCE ASSOCIATION, INC.

3.1 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 Membership.

3.2.1 Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot.

3.2.2 Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot.

3.3 Governance. As more specifically described in the Bylaws, the Board will consist of a single Director for each and every Lot, for a total of five (5) Directors.

3.4 Voting Rights. The Owner of each Lot will have one (1) vote for each Lot so owned.

3.5 Powers. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

3.5.1 **Rules.** To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules not in conflict with this Declaration, as it deems proper.

3.5.2 **Insurance.** To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

3.5.3 **Records.** To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

3.5.4 **Assessments.** To levy and collect assessments, as provided herein.

3.5.5 **Maintenance of Common Area.** To construct, repair, and maintain improvements, including, but not limited to, any driveways and roadways on Common Area Property.

3.6 Conveyance of Common Area to the Association. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property.

ARTICLE 4 ENFORCING THE RESTRICTIONS

4.1 Notice And Hearing. Before levying a fine for violation of the Restrictions (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Board may adopt procedures and requirements for notices and hearing, provided they are consistent with the requirements of Applicable Law.

4.2 Remedies. The remedies provided in this Article for breach of the Restrictions are cumulative and not exclusive. In addition to other rights and remedies provided by the Restrictions and by Applicable Law, the Association has the following rights to enforce the Restrictions:

4.2.1 Nuisance. The result of every act or omission that violates any provision of the Restrictions is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

4.2.2 Fine. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Lot if the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate a provision of the Restrictions. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Restrictions.

4.2.3 Suit. Failure to comply with the Restrictions will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

ARTICLE 5 COVENANT FOR ASSESSMENTS

5.1 Assessments.

5.1.1 Established by Board. Assessments established by the Board will be levied against each Lot equally.

5.1.2 Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Organizers to the Association against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

5.2 Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

5.3 Owner's Personal Obligation; Interest. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury

laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of one and one half percent (1 1/2%) per month), together with all costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Lot owned by such Owner.

5.4 **Assessment Lien and Foreclosure.** The payment of all sums assessed in the manner provided in this Article is, together with late charges, interest, and costs of collection, including attorney's fees, secured by the continuing Assessment lien granted to the Association, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for: (i) tax liens; (ii) all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question and (iii) home equity loans or home equity lines of credit which are secured by a second mortgage lien or second deed of trust lien of record; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien.

ARTICLE 6 GENERAL PROVISIONS

6.1 **Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Owners' Property, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Organizers, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is Recorded, and continuing through and including January 1, 2065, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution.

6.2 **Amendment.** This Declaration may be amended or terminated by the recording of an instrument executed and acknowledged by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast by members of the Association.

6.3 **Enforcement.** The Association and the Organizers will have the right to enforce, by a proceeding at law or in equity, the Restrictions. Failure to enforce any right, provision,

covenant, or condition set forth in the Restrictions will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future.

6.4 **Higher Authority.** The terms and provisions of this Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

6.5 **Severability.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Declaration, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

6.6 **Conflicts.** If there is any conflict between the provisions of this Declaration, the Certificate, the Bylaws, or any Rules and Regulations adopted pursuant to the terms of such documents, the provisions of this Declaration, the Certificate, the Bylaws, and the Rules and Regulations, in such order, will govern.

This instrument is effective as soon as it is filed of record in the real property records of Cooke County, Texas.

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

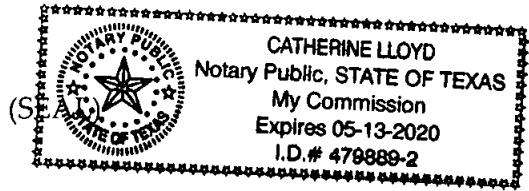
LIBERTY BANKERS LIFE INSURANCE COMPANY,
an Oklahoma corporation

By: *[Signature]*
Printed Name: Marcus Kujawa
Title: Authorized Signatory

THE STATE OF TEXAS §
 §
COUNTY OF COOKE §

This instrument was acknowledged before me this 11th day of February 2020, by Marcus Kujawa, Auth. Sign of Liberty Bankers Life Insurance Company, an Oklahoma corporation on behalf of said corporation.

Catherine Lloyd
Notary Public Signature



Filed for Record in:
Cooke County
On: Feb 24, 2020 at 10:59A

As a
No Fee Recording

Document Number: 00001412

Amount .00

Receipt Number - 122959

By:
Amber Schrader

STATE OF TEXAS COUNTY OF COOKE
I hereby certify that this
instrument was filed on the date
and time stamped hereon by me and
was duly recorded in the volume
and page of the named records of:
Cooke County
as stamped hereon by me.

Feb 24, 2020

PAM HARRISON, Cooke County Clerk
Cooke County Clerk

