



VINTAGE OAKS PHASE II

A SUBDIVISION IN PARKER COUNTY

DEED RESTRICTIONS

USE OF LAND

PREAMBLE

This Declaration is made on the date hereinafter set forth by Finney Estates LLC, a Limited Liability Company, hereinafter referred to as "Developer".

WITNESSETH

- A. WHEREAS Developer is the Owner of that certain tract of land located in Parker County, Texas, containing Lots 35-75, Block 2; Lots 3-7, Block 3; Lots 1-23, Block 4; Lots 1-6, Block 5; Lots 1-19, Block 6; Lots 1-24 & X, Block 7; & Lots 1-15, Block 8; 189.147 Acres out of the H. Thompson Survey, Abstract No. 2431 & The T&P RR. Co. Survey, Abstract No. 1435, Parker County, Texas and being more fully described on the map and plat recorded under Clerk's Instrument No. 202133379 in the Official Public Records of the Parker Court Clerk, Parker County, Texas, hereinafter referred to as "Vintage Oaks Phase II" or "Subdivision"; and
- B. Developer has devised a general plan for the entire Property as a whole ("Vintage Oaks Phase II"), a subdivision in Parker County, Texas, with specific provisions for particular parts and parcels of the Property including single family residential purposes. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period of time.
- C. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, Developer and each successive owner of an interest in the Property.
- D. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Developer desires to restrict the Property according to these covenants, conditions and restrictive in furtherance of this general development plan.

NOW THEREFORE, it is declared that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions.

Article I

DEFINITIONS

- 1.01 Developer. Developer means and refers to Finney Estates LLC, a Limited Liability Company, its successors and assigns who acquire a majority of the previously unsold, developed or undeveloped, lots from Developer for the purposes of development.

R

13

- 1.02 Development. Development means and refers to the subdivision of Vintage Oaks Phase II.
- 1.03 Lot. Lot means the plots of land shown on the plat and subdivision map recorded in the Plat Records of Parker County, Texas (the "Plat"), and identified as Lots 35-75, Block 2; Lots 3-7, Block 3; Lots 1-23, Block 4; Lots 1-6, Block 5; Lots 1-19, Block 6; Lots 1-24 & X, Block 7; & Lots 1-15, Block 8, on which there is or will be built residential or other structures.
- 1.04 Owner. Owner means the record owner or owners of the fee simple title to any lot or portion of a lot in the Property on which there is or will be built residential or other structures. "Owner" includes contract sellers but excludes persons having only a security interest. An "owner" may be (a) a "Lot Owner", if no residence has been built on the lot; (b) a "Builder Owner", if owned by a professional homebuilding company that is in the business of building homes and purchased the lot to build a home for sale; or (c) a "Homeowner" who owns a lot with an approved residential structure on the lot. An Owner will be considered a "Builder Owner" if so, designated by the Developer.

ARTICLE II

PLAN REVIEW AND APPROVAL

- 2.01 Plan Reviewer. Developer, his successors or assigns, shall review plans and specifications for residential structures, outbuildings and other structures as specified in this Article VI and for plan review purposes shall hereinafter be referred to as "Plan Reviewer".
- 2.02 Approval of Plans and Specifications. The Plan Reviewer must review and approve in writing all the following projects on the Property:
- (a) Construction of any residential dwellings, outbuildings, fence, wall, or other structure.
 - (b) Exterior additions or structural changes or alterations to residential dwellings, outbuilding, fences walls or other structures.
- 2.03 Application for Approval. To obtain approval to construct any project described in Paragraph 2.02 or elsewhere in this document, an Owner must submit an application to the Plan Reviewer including the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors and location of the proposed work on the lot and must include illustrations, photos, rendering, front side and rear elevations to scale. Plans must show the location of the work, drawn to scale on a survey or copy of the survey of the lot. It is the responsibility of the Owner to submit plans in advance of construction. If construction has begun, Developer may order the Owner to cease construction operations until such time that plans meeting the restrictions are submitted, reviewed and approved. Any structure started or completed without prior approval is subject to any remedies available under the law, including requiring the Owner, at the expense of the Owner, to make any and all changes necessary to bring the structure into compliance with these Covenants, Conditions and Restrictions.

- 2.04 Standard for Review. The Plan Reviewer shall review applications for proposed work in order to (1) check conformity of the proposed work with these covenants, conditions and restrictions and (2) promote harmony of external design in relation to surrounding topography and the community. An application can be rejected for providing insufficient information.
- 2.05 Variance. The ACC or the Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision. The Developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own Tracts in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot.

Article III

USE RESTRICTIONS FOR TRACTS

- 3.01 Single Family. Only one single family residence and incidental outbuildings shall be constructed or permitted on any tract. All lots in the subdivision shall be for single family purposes only.
- 3.02 Minimum Square Footage. All residential dwellings must have a ground floor of not less than 2200 square feet (any two (2) story residence not to exceed two story in height shall have a ground floor of not less than 1200 square feet) exclusive of garages, open porches, patios, driveways to be completed within twelve (12) months from start of construction.
- 3.03 Garages. Must have at least a two (2) car garage with side entry only; front entry garages are not allowed, except for a three (3) car garage with two entries being on the side.
- 3.04 Setbacks. 50' Building Line from the front property line, 10' Building Line along all rear lot lines, 5' Building Line along all side lot lines, 20' Utility Easement/Drainage Easement along all roads, 10' Utility Easement/Drainage Easement inside all rear lot lines, 5' Utility Easements/Drainage Easement along all side lot lines.
- 3.05 Exterior Materials. The exterior material of any residence shall be a minimum of 80% masonry or similar construction (stucco, thin veneer stone). Windows, doors, cornices and columns are excluded from this requirement. Cement Fiber (Hardie back) does not qualify as masonry. Upper floor dormers and chimneys are exempted and may be cedar or cement fiber material. In no event will the undersigned allow log finish or dome type construction. Siding will not be allowed as an exterior finish material except as noted.

Any prospective buyer so desiring a deviation from the masonry rule must show a need due to architectural design and get permission from the Architectural Control Committee in writing before commencing with any deviation from the masonry rule. Cedar columns and entrances will be allowed but must be approved before construction. 30-year Dimensional Roofing Shingles Colors allowed: Weather Wood, Black, Georgetown Gray and Colonial State. Exterior Home Colors preferred are subdued earth or natural tones. Should any prospective buyer(s) desire to deviate from the preferred colors, approval from the Architectural Control Committee is needed.

- 3.06 Fences. Fences may be constructed on a Lot only with a site plan of the proposed fence, including materials list and approval in writing by the Architectural Control Committee. It may not create a safety hazard or create a sight line hazard and shall not exceed the front line of the residential dwelling. Acceptable fencing for the neighborhood is 5' pipe fencing with no-climb wire attached. Chain link fencing, barb wire or t-post fencing is strictly prohibited. Chain link fencing is only temporarily permitted for small dog runs, not to exceed 10'X20'. Cedar-stained privacy fencing with metal post 6' in height is only permitted around immediate backyard pool area and may not encompass more than the width of the residential dwelling and 55' back. If additional fencing is needed to enclose the swimming pool area, a drawing including measurements must be submitted for approval, along with your pool drawing. Any fence constructed without prior written approval or of prohibited materials will be subject to removal by the Architectural Control Committee at the homeowner's expense.
- 3.07 Driveways. All driveways must be set in concrete, no asphalt or other materials will be permitted as a substitute. All vehicles must be parked in a designated driveway or garage. Culvert sizes are to be determined by the County Commissioner, or by a licensed Civil Engineer at the request of the County Commissioner. Lot Owner or Builder Owner shall consult with County Commissioner before installing a culvert.
- 3.08 Prohibited Activities and Nuisance. No trade or business of any type shall be carried on upon any lot, nor shall anything be done on any lot which may be obnoxious or offensive or may become an annoyance or nuisance to the neighborhood.
- 3.09 Unregistered or Junked Motor Vehicles Prohibited. No inoperative or unregistered motor vehicle and/or machinery and/or equipment shall be kept on the property, no commercial vehicles such as buses, tractor/trailers, motor homes, campers, boats, boat trailers, motorcycles, lawn mowers or any other motorized recreational vehicle other than conventional automobiles shall be stored or parked on a lot other than within an enclosed garage or metal shop.
- 3.10 Signs. No signs, advertising, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee or Developer (prior to the transfer control date). Political signs for a political candidate or ballot item for election, as set forth in the Texas Election Code §259.002, may be displayed on a Lot but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed 11 days after the election. The sign must be ground mounted, 2'X3' in size and a Lot Owner may only display one sign for each candidate or ballot item. In addition to other signs which may be allowed by the Architectural Control Committee or Developer (prior to the

Transfer Control Date), the Architectural Control Committee or Developer (prior to the Transfer Control Date) shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty six inches (36") advertising Owner's Tract for sale or rent and one (1) professionally made sign, not more than twenty four inches (24") by thirty six inches (36") identifying the name of the Tract Owner. The term "professionally made sign" does not include plastic or metal pre-made "for sale" signs. No signs shall be nailed to a tree. Signs erected on any Tract advertising Lots for sale shall not be permitted during the Developer's control of the Subdivision. However, a Builder can place two professional signs on a Lot advertising the property and/or residence for sale and legal description.

- 3.11 Animals. No obnoxious or offensive activity shall be conducted on any lot, nor shall anything be done thereof which may become an annoyance or nuisance within the property or any portion thereof. A total of three (3) dogs, cats or other household pets may be kept, provided that all owner(s) shall control pets by suitable fencing. No kennels of any kind shall be permitted. No swine of any kind. No large reptiles. No animal will be allowed to disturb the peace. No pets will be allowed to roam free on the property or in the neighborhood. No potentially dangerous pets such as snakes, lions, tigers, bears, wolves or any wild animal shall be permitted. Dog houses shall not exceed 42" in height X 36" in width X 42" deep. For poultry, please refer to Texas Bill 85(R) SB 1620. Chicken coops must be approved by the Architectural Control Committee.
- 3.12 Garbage and Trash Disposal. No lot shall be used or maintained for a dumping ground for rubbish, trash, garbage or waste. No incinerators or other equipment for the storage or disposal of rubbish, trash or other waste are allowed. No tract may be used as a racetrack of any kind. All residential lot homeowner(s) must subscribe to a trash service. No trash containers may be left adjacent to the street (only for pick up days). No burning of household trash is permitted. No metal cubic yard containers will be allowed to use for trash services.
- 3.13 Rainwater Harvesting. Rainwater harvesting is permitted with respect to property code Section 2002.007 (7). All rain barrels must not be visible from the street or surrounding neighbors and must not be placed any closer than 20' from the back and sides of the property line(s). Rain barrels must be buffered with shrubbery or cedar panels with like color stain the match the accents of the home (if applicable). A plan drawing must be submitted for record keeping, showing the location of the rain barrels placement on a survey or copy of the survey of the lot. It is the responsibility of the Owner to submit plans prior to installation. If installation has begun, Developer may order the Owner to cease construction operations until such time that plans meeting the restrictions are submitted, reviewed, and approved for record keeping.
- 3.14 Solar Panels. Solar panels may only be installed on the rear roof of the main residential dwelling. May not extend higher or beyond the roofline and non-visible to the road. Must conform to the slope of the roof, bronze or black tone elements are permitted only. Must be submitted for approval by the ACC prior to installation. It is the responsibility of the Owner to submit plans prior to installation. If installation has begun, Developer may order the Owner to cease construction operations until such time that plans meeting the restrictions are submitted, reviewed, and approved for record keeping.

- 3.15 Air Conditioning Window Units. There shall be no window or wall type air conditioning units allowed to be used, placed, or maintained on or in any residential dwelling or any part of the properties approved structures.
- 3.16 Antennas. No radio or television aerial wires or antennas shall be maintained on the outside of any building, nor shall any free-standing antennas of any style be permitted, except radio or television aerial wires or antennas may be built within the main structure or must not be visible from the front side of such structure.
- 3.17 Pools. Only in ground pools are permitted, no above ground level swimming pools shall be permitted on any lot. Granted swimming pools shall be secured by approved fencing (see section 3.05).
- 3.18 Firearms. No hunting or the discharge of firearms of any kind, including crossbow and bow and arrow is not permitted within the subdivision.
- 3.19 Structures. No alternate structures shall be placed any closer than twenty (20) feet from the back and sides of the property line(s).
- 3.20 Residential Dwelling Location. All residential dwellings, except corner lots, must be built parallel to a street. Corner lots must have Architectural Control Committee approval to deviate from this rule.
- 3.21 The construction of a metal building and cedar utility shed is allowed under the following rules: **1)** Any one (1) lot shall be limited to two (2) structures with site plan and scale drawing or building data sheet from the manufacture. Example: You can have one metal building and one cedar utility shed on any one lot. **2)** Metal building must be of new construction and paint colors of similar or like to the main residence. Example: The building body color must look similar to the color of the main house and have the trim look similar to the fascia of the main house. **3)** The metal building or utility shed must be at the back end of the home or the back of the lot. **4)** The total floor square footage of the metal building cannot exceed 60% of the living square footage of the house (this includes awnings that are attached to metal building) and not exceed 15' in height. **5)** A copy of your floor plan that includes your homes total living square footage will need to be included for your metal building approval. **6)** The cedar utility shed cannot exceed 10'x12' in size and must be of like stain to the main residence and must be approved by the ACC. **7)** No construction can begin until the house is constructed. **8)** Please refer to the page 5, 3.16 for setbacks. **9)** All structure(s) must be approved in writing prior to construction by the Architectural Control Committee; not doing so could result in a civil court suit and forced removal at the homeowner's cost.
- 3.22 No alternate structure(s) erected on any lot shall at any time be used as a dwelling, temporary or permanently, nor shall any trailer, tent or shack be placed on any lot, nor shall any residence of a temporary character be permitted. Carports are NOT permitted or allowed on any lot/property.
- 3.23 Maintenance and Landscaping of Lots. Owners and occupants (including lessees) of any lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the lot so owned or occupied including metal buildings, cedar utility sheds, improvements, grounds or drainage easements/ditches or other right of way

incident thereto and vacant land in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- Prompt removal of all litter, trash, refuse and water.
- Lawn mowing on a regular basis.
- Tree and shrub pruning.
- Watering landscaped areas.
- Keeping lawn and garden areas alive, free of weeds and attractive.
- Keeping parking areas and driveways free from debris.
- Complying with all government health and police requirements.
- Repair of exterior damages to improvements.

The Builder shall sod the front, side and back yards of every residence prior to the home closing as follows:

- Sod shall cover the front yard, as specified by the Developer to each Builder and front ditch (and side ditch for corner lots).
- Sod shall cover five (5') feet of each side.
- Sod shall cover five (5') feet of the back yard.

The Builder or Developer is not responsible for weather caused damage/erosion to non-landscaped yards after final grades have been established. In order to maintain the final grade, there must be some type of vegetation to absorb the water; otherwise, the water will wash out the soil/dirt.

During the construction period, the Builder is responsible for maintaining drainage ditches and R.O.W. In addition, the Builder is responsible for all trash and debris that might be created during the building process. The Builder will provide a portable dumpster, porta pot and periodically mow as needed.

- 3.24 The Builder is exclusively responsible for engineering and construction of site drainage and finished ground elevation, per the engineering plan provided by the Developer, up until the homeowner(s) takes possession of said property.
- 3.25 Drainage. Each lot owner(s) shall repair, clean, and maintain all drainage condition. Such duty may be enforced by anyone who may be harmed by a failure to maintain and repair. Each lot owner(s) shall repair, clean, and maintain all drainage condition. Such duty may be enforced by anyone who may be harmed by a failure to maintain and repair.
- 3.26 Propane Tanks. All propane tanks must not be visible from the street or surrounding neighbors. Propane tanks may be buried or buffered with shrubbery or cedar panels with like color stain to match the accents of the home (if applicable).
- 3.27 Postal Service. A centralized receptacle system, per the United States Postal Service will be the main source of mail delivery for the neighborhood.

- 3.28 Sewage Disposal. Each Owner must install an aerobic septic system for sewage disposal or any other system that complies with Applicable Law. All septic systems must be installed by a state certified licensed installer and must be permitted and inspected by authorized representatives of Parker County. Septic Systems must be inspected by a state certified licensed installer every three years and must be regularly maintained so as to remain fully functional. No outside toilets or cesspools will be permitted.
- 3.29 Utilities.
- Each residence will be served by Walnut Creek Water Special Utility District. In the event that regional water shortages develop and/or excessive water outages are causing water shortages to adjacent landowners, Walnut Creek Water Special Utility District reserves the right to restrict water usage until the shortage has subsided.
 - Each residence will be served by Tri County Electric.
- 3.30 Internet, Television & Phone Service. Fiber optics will be offered by Spectrum.
- 3.31 The buyer(s) shall comply with all county, state and federal ordinance, laws rules and regulations in all activities within this subdivision, including drainpipes, road culverts, drainage easement, and utility easements as shown on subdivision plat.

Article IV

FEES & ASSESSMENTS

- 4.01 FEES. Each Owner of a residence shall pay an annual fee of Three Hundred Dollars (\$300.00) for maintenance of the entrance and utility bills for streetlights, front entry lights, sprinkler system, mowing, landscape maintenance, repair, and periodic painting of fence at entries, sprinkler system and any expenses needed. Payment shall be made payable to Finney Estates LLC and mailed to PO Box 483, Haslet TX 76052.
- 4.02 Purpose of Assessments. The Annual Assessments provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of the Development and otherwise for the general upkeep and maintenance of the Development, including, specifically, the Common Areas and any Improvements thereto, all as may be more specifically authorized from time to time by the Developer.
- 4.03 Computation of Annual Assessments. Commencing with the fiscal year which begins January 1, 2021 (i.e., from January 1, 2021, through December 31, 2021, which period is hereinafter referred to as the "Base Year"), and annually thereafter, Developer shall determine and approve annually an annual budget covering the estimated expenses for the Common Areas of the Development for the upcoming year. Each Owner shall pay his prorated share.
- 4.04 Interest of Assessments. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

- 4.05 Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Owner by recording a Notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.
- 4.06 Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence as to each Lot or Dwelling on the day on which such Lot or Dwelling is conveyed to a person other than the Developer and shall be due and payable in such manner and on such schedule as may be established from time to time by Developer. Annual Assessments shall be adjusted for each Lot or Dwelling according to the number of months then remaining in the fiscal year and the number of days then remaining in the month in which such Lot or Dwelling is conveyed. Annual Assessments for Lots and Dwelling within any portion of the Additional Property hereafter submitted to the terms of this Declaration shall commence with respect to each such Lot or Dwelling on the date on which such Lot or Dwelling is conveyed to a person other than Developer, subject to proration and adjustment according to the number of months then remaining in the fiscal year and number of days then remaining in the month in which such Assessments commence. Notwithstanding anything provided herein to the contrary, Developer shall not be responsible for the payment of Annual Assessments on any Lots or Dwellings which it owns in the development. Furthermore, for so long as Developer is the Owner of any Lot or Dwelling within the Development, except for a Dwelling used for a personal residence, Developer shall have no further obligation of any nature to pay any Assessments or otherwise find any deficits relating to the Common Expenses or the Common Areas.
- 4.07 Certificates. Developer shall, upon request and at such reasonable charges as may from time to time be adopted by Developer, furnish to any Owner a certificate in writing setting forth whether the Assessments for which such Owner is responsible have been paid and, if not paid, the outstanding amount due and other costs and expenses due from such Owner. Such certificate shall be conclusive evidence of payment of any Assessments stated therein.
- 4.08 Reservations.
- The undersigned Developer reserves the right from time to time as it may see fit by amended dedication or otherwise to re-divide and replat any property shown on the attached plat and owned by Developer; to change the size of any tract or tracts shown in this or any subsequent dedication or plat of said property; to change the

location of streets and easements prior to the time the same shall actually have been opened for public use or availed of by the public or public utilities, all without the consent of any person owning any of the property described hereinabove; provided, however, that no change shall operate to deprive any then owner of property in said addition of reasonable access to its property or shall result in reducing the frontage or depth of any tract or plot now shown on the attached plat to a number of feet less than the footage and depth of the smallest tract or plot shown on the attached plat.

- The undersigned may include restrictions other than those set out herein, in any contract or deed to any tract or lot without otherwise modifying the general plan above outlined, and such other restriction shall inure to the benefit of and bind the respective parties in the same manner as though they have been expressed herein.

4.09 Enforcement. No covenant, condition, restriction, reservation, recommendation, or anything else contained herein is deemed in any way to change, alter, or amend the law of the United States of America, the State of Texas, the County of Parker, or any other governmental body having jurisdiction. The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, and reservations imposed by this Declaration. Enforcement may be against any person or persons violating or attempting to violate any covenant, condition, restriction, or reservation either to restrain such violation or to recover damages. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation thereafter. All waivers must be in writing and signed by the party bound.

4.10 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

4.11 Covenants Running with the Land. These covenants, conditions, restrictions, and easements are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having right, title, or interest in property in whole or in part, and their heirs, successors, and assigns. These covenants, conditions, restrictions, and easements shall be for the benefit of the Property, each lot, and each Lot Owner. Further, they shall be referred to, adopted and made part of each and every contract and deed executed by and on behalf of the undersigned or from an Owner to a future Owner conveying said property or any part thereof to all such intents and purposes as though incorporated in full therein; and each such contract and deed shall be conclusively held to have been so executed and delivered and accepted upon the expressed conditions herein stated.

4.12 Duration and Amendment. The covenants, conditions, and restrictions of the Declaration shall be effective for a term of twenty (20) years from the date the Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than fifty percent (50%) of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an

instrument signed by more than seventy-five percent (75%) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the deed/subdivision records of Parker County, Texas, and all requisite governmental approvals, if any, have been obtained.

- 4.11 Attorney 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, attorney's fees, and costs.
- 4.12 Liberal Interpretation. The Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

{Contact information and Signature page follow.}

Architectural Control Committee:

Finney Estates, LLC

PO Box 483, Haslet TX 76052

finneyestatesllc@gmail.com

Please include the following information in all emails:

- Homeowners Name(s)
- Address
- Subdivision Name
- Daytime and Evening phone numbers
- Any necessary attachment(s) needed

Executed this 19th day of August, 2021

Finney Estates, LLC

Developer of Vintage Oaks Phase II

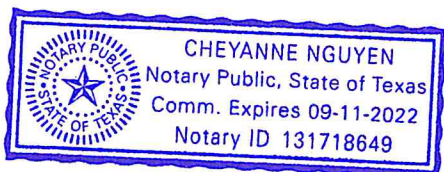
By: 

The State of Texas

County of Tarrant

Before me, the undersigned authority on this day personally appeared Henry Lopez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Developer of Vintage Oaks Phase II, and that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 19th day of August, 2021.




Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

202133380

08/25/2021 08:43 AM

Fee: 74.00

Lila Deakle, County Clerk
Parker County, Texas

RESTRICT