

THE STATE OF TEXAS

COUNTY OF HOUSTON

**STATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF AJ DILLON RANCHES**

AJ Dillon Ranches is the legal description of AJ Dillon Ranches tracts. This property is filed in the Real Property Records of Houston County, Texas, individual Declarations of Covenants, Conditions and Restrictions of AJ Dillon Ranches with these Declarations being respectively filed of record as follows:

STATEMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR AJ DILLON RANCHES, and that the entirety of AJ Dillon Ranches property is subjected to those restrictions, covenants, and conditions of record as amended, and are placed under the restrictions, covenants, and conditions as set forth in this document.

AJ Dillon Ranches is a private area for the use and benefit of the property owners and their guests. The individual properties are not public properties and are not for the use by the public except CR 4110.

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**ARTICLE I**  
**DEFINITIONS**

(This article refers to the commonly used terms in the Covenants and By-Laws)

Section 1.01 "Architectural Control Committee" (ACC) means a committee to approve or disapprove construction plans.

Section 1.02 "Association" means AJ Dillon Ranches Property Owners. Association.

Section 1.03 "Board" means the Board of Directors of the Association.

Section 1.04 "Commons" means any property reserved for or dedicated to the common use of all property owners such as roads, established through easements across tracts, or any properties leased for such purpose.

Section 1.05 "Development" means the real property described herein, and such additions as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 1.06 "Easements" means any easements or rights of way created by plats or instruments placed of record or as described in any deed for any purpose including but not limited to drainage, utilities, access, or commons.

Section 1.07 "Maintenance" means the exercise of reasonable care to keep buildings, roads on tracts, landscaping, lighting, drainage, irrigation systems, commons, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 1.08 "Member" means every person or entity that holds membership in the Association. Each purchaser of property becomes a member of the association upon such purchase.

Section 1.09 "Mortgage" means a bona fide mortgage, a Deed of Trust, or a Vendor's Lien.

Section 1.10 "Mortgagee" means a holder of a bona fide mortgage or a beneficiary under or holder of a Deed of Trust.

Section 1.11 "Owner" means the record owner whether one or more persons or entities, of fee simple title to any tract which is a part of the development, and shall include purchasers under contract for deed, but shall not include those holding title merely as security for performance of an obligation such as a mortgage company.

Section 1.12 "AJ Dillon Ranches Restrictions" means collectively (i) this Declaration, together with any Supplemental Declarations, as the same may be amended from time to time, (ii) the AJ Dillon Ranches Rules, (iii) and the Articles of Incorporation and Bylaws of the AJ Dillon Ranches Property Owners Association from time to time in effect, as the same may be amended from time to time.

Section 1.13 "AJ Dillon Ranches Rules" means the rules and regulations adopted by the Board of Directors of the Association pursuant to the authority of this Declaration, as they may be amended from time to time.

Section 1.14 "Specific Commons" means any property reserved or dedicated to the common use of a limited specified group of property owners in a designated section, block, tract, or group of lots as designated upon the plat or otherwise identified by recorded document

Section 1.15 "Tract" means any contiguous plot of land under single ownership used for single-family residential purposes.

Section 1.16 "Vote," where one vote per tract is stated herein, means one vote for each tract that is subject to an assessment fee.

## ARTICLE II

### EASEMENTS, ROADS, ACCESS, AND COMMONS

(This article refers to property or road easement access, common roads throughout the community, those areas and pieces of property deemed "common" for everyone's use and general access throughout the community)

Section 2.01 General.

Roads or access easements and easements for installation and maintenance of utilities, irrigation, and drainage are established by separate instruments of record in the office of the County Clerk and as hereinafter set forth. Within such easements, roads, and commons, no structure, planting, or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction or flow of drainage facilities in the easements, or which may interfere with passage along such common or private road easements, or which would interfere with maintenance.

The easement area of each tract and all improvements shall be continuously maintained by the owner, except for improvements or maintenance of which a public, private, or quasi-public authority or utility company is responsible.

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Section 2.02            Access.

No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation, or right of way, and easements, reservations, and rights of way shall at all times be open and accessible to representatives of the Association, to public and quasi-public utility corporations and their employees and contractors. They shall have the right and privilege of doing whatever may be necessary in, or under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 2.03            Right of Entry.

The Association, through its duly authorized Board, employees, and contractors shall have the right, after reasonable notice to the owner, to enter any tract at any reasonable time to perform such inspections and maintenance as may be authorized.

Section 2.04            Utilities.

The Association may take unto itself or execute unto any fresh water supply, electric utility, gas utility, telephone or other utility entity right of way easements in the form and under the conditions as may at that time be required by said entity as a prerequisite to service of this development with fresh water, electricity, gas, telephone, TV cable, or other utility or service.

Section 2.05            Drainage.

The Association may take unto itself or execute unto others right of way easements in the form and under the conditions, as at that time may be required to distribute to each and every tract water for the purposes of consumption, irrigation, or to provide drainage.

Section 2.06            Permanence.

It is understood and agreed that the easements granted herein and to be granted hereafter are reserved as permanent easements for the purpose set forth and are not subject to the time limit applicable to other restrictions.

**ARTICLE III**

**ARCHITECTURAL CONTROL COMMITTEE (ACC)**

(This article refers to a subcommittee under the guidance of the V.P. of Operations, AJDR Board of Directors, which is made up of neighbors who ensure the building covenants are followed before building begins and regarding any alterations to plans or building after the home is completed.)

**Section 3.01            Composition.**

The ACC is composed of three persons appointed by the Board. In the event of death, dismissal, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, subject to approval of the Board. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant except as is budgeted and approved by the Board.

**Section 3.02            Approval.**

No external improvements or changes shall be erected, placed, or altered on any tract until the construction plans and specifications and a plan showing the location of the structure, and a complete plan of sewer system showing relation to tract lines and water lines, water wells, or water sources, and a complete plan showing construction and location of water well and lines has been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, protection of the environment, and as to location with respect to topography and finish grade elevation. Approval shall be as provided herein.

**Section 3.03            Procedure.**

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it provided they do not violate these covenants, approval will not be required, and the related covenants shall be deemed to have been fully complied with; however, any building or improvements placed upon a lot that was not presented to the ACC for approval prior to start of construction or placement will be in violation of these restrictions and may be removed by the ACC at the property owner's expense. If the Association pays for such removal, the cost, plus interest will become a lien upon the property.



**Section 3.04            Enforcement.**

The ACC is authorized to enforce any building or fire codes or any rules, restrictions, or requirements having been made by any local, county, or state authority, or otherwise, having the legal authority to make such requirements concerning the construction of buildings, sewer systems, and water systems

**ARTICLE IV**  
**USE RESTRICTIONS**

(This article refers to guidelines and restrictions of homes and other dwellings or structures that may be built in the community. It also addresses trash, animals, vehicles or recreational vehicles, commercial activities, common areas at AJDR, property setbacks and sewage, etc.)

**Section 4.01            General.**

With the exception of commons, all tracts in this development are designated as residential home sites for single-family dwellings with optional guest houses or servants quarters. Multiple family dwellings are strictly prohibited.

**Section 4.02            Minimum Size Requirements.**

**A.        Primary Dwelling.**

Any dwelling constructed on tracts purchased must have a floor area of not less than 1,750 square feet for single story or 2,100 square feet for two-story of air conditioned space, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages, shops and shall be constructed of at least standard wood frame construction, light gauge steel or red iron. Any primary dwelling construction on any lot must include a minimum two (2) car garage or 1500 square foot shop space, which may be either attached or detached. This two-car garage or 1500 square foot shop space requirement is not a requirement for a guest house or servants quarters.

**B.        Servants Quarters.**

Servant's quarters for live-in hired help constructed on any tract will be of at least standard wood frame, light gauge steel, or red iron construction and designed in harmony with the primary dwelling. Servant's quarters will be subject to the same construction requirements set forth in this section except that servant's quarters must have a floor area of not less than 800 square feet.

C. Guest Houses.

Guest houses for temporary visitors will be subject to the same construction requirements set forth in this section except that guest houses must have a floor area of not less than 1,000 square feet. Guest houses may be constructed prior to the construction of the main or primary dwelling and may be occupied by the owner during the period of construction of the primary dwelling; however, guest houses will not be so occupied for a period that exceeds two years after occupancy begins.

Section 4.03 Exterior Beams.

If any building is set on blocks or piers, it shall have an outside or perimeter beam of brick or concrete on all sides of the building. Any such structure must be completely dried in within 6 months of beginning of construction. The ACC, however, will have broad discretion in waiving the exterior beam requirement for split-level homes or hillside homes.

Section 4.04 Temporary Residences.

No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding or storage building shall be used on any tract at any time as a residence, either temporarily or permanently, except for guest houses and servant's quarters constructed after the main dwelling unless otherwise conforming to these covenants. Any building of any type must be approved by the ACC.

A. Structures.

Stables and outbuildings will be constructed of a design and materials in keeping with the dwelling on the tract. Plans and specifications must be submitted to the ACC and approved for all buildings and structures including but not limited to: primary dwelling, guest house, servant's quarters, barns, stables, sheds, pool houses, well houses, and all other structures including pens, fences and gates.

B. Entrance.

Owner will install an ornamental entrance of rock, stone, brick, or other approved entrance constructed of masonry, wood, or metal at the entrance to the property. The entrance will be designed with provision for space to clear the paved roadway as turning into the property as approved by the ACC.

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C. Fence.

Owner will also construct a fence along the front line of the property between the roadway easement and the property. This fence will be of a design and material acceptable to the ACC, which shall be a 3-board fence or better.

D. Utilities.

All utilities must be underground between CR 4110 and any structure built on property. No overhead lines may be visible after completion of construction. All utility boxes attached to a structure must be painted to match the outside color of the structure/masonry/stonework.

E. Propane and fuel tanks.

Any bulk propane or other fuel tank shall be located underground or screened from CR 4110 and any neighboring property, behind a fence or structure.

Section 4.05 Debris.

No tract shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Section 4.06 Animals.

A. No animals may be raised commercially on any tract

B. No tract may be used to raise, house, or train dogs commercially, or keep any creature that may be noxious or offensive to the neighborhood as determined by the Association.

C. There may be no activity or condition on any property that is noxious or offensive to neighbors or the Association.

D. Noxious or offensive as used herein means a condition determined by the Association to be so.

E. Appeals Process.

Should an owner wish to appeal a designation made by a board or committee of the Association, that owner may call for a vote of the members of the Association. The owners will vote by ballot within 15 days of notice by the owner. Ballot may be by email, mail, or in person. At a called meeting members may give their proxy to other members with or without instructions

as how to vote. In case of such an appeal, the vote of the membership will decide and the membership may impose a penalty upon the violator of no more than \$ 50.00 per day for each day the violation continues after the vote.

F. Liens and Penalties.

Any penalty assessed will become a lien upon the property of the violator. Penalties will be paid, plus legal fees, to the Association for collection. All income from penalties will be used by the Association for construction of community improvements.

Section 4.07 Recreational and Inoperative Vehicles.

No abandoned or inoperative automobile, other vehicle or trailer shall be permitted to remain on any tract or in front of any tract. This is not to be construed to mean that personal campers, boats, tractors, trailers, recreational vehicles, etc. in good and usable condition may not be kept on premises; however, campers, trailers, boats, tractors and utility vehicles of every nature must be kept to the rear of the main house, in a garage, shed, or behind an approved fence or other suitable building obscured from view from the nearest roads.

Section 4.08 Commercial Activity.

No commercial activity shall be conducted on any tract. Planting and growing trees or farm produce is not considered commercial provided that the tract is also being used as a residential home site.

Section 4.09 Rental.

It is specifically stated that to rent space to campers, recreational vehicles, trailers, or other units for occupancy or storage or to maintain stables, kennels, or space for rental to others is considered commercial operation for purposes of these restrictions and is not permitted.

Section 4.10 Setbacks.

AJ Dillon Ranches. No dwelling or garage shall be placed nearer to any property line than two-hundred (200) feet from the road edge or fifty (50) feet from adjacent owner's property line or as shown on the plat of this section. Furthermore,

No barn, shed, or outbuilding shall be placed nearer to the front or road edge line than two hundred (200) feet, nor nearer to the sideline than fifty (50) feet, nor nearer the front than the primary dwelling.

**Section 4.11 Sewage.**

All tract owners shall provide for the disposal of waste material through a sewer treatment system approved by the appropriate governmental authority and the ACC. Any system shall have an alarm system to notify the homeowner if the system malfunctions. Be advised that Houston County requires that the system be inspected by a qualified inspector and that a copy of the permit be on file with the county.

**Section 4.12 Subdividing Tracts.**

No tract, as platted, will be re-divided. No tract as platted or replatted will be utilized for more than one primary single family residence, one single family guest house and one servant's house. Single family residence means one detached, site-built residential house or barndominium designed to be occupied by one family only and one garage either attached or detached.

**Section 4.13 Second Family Dwelling.**

Any owner may petition the Association to allow the owner to construct a second primary dwelling on the property assuming the second dwelling conforms to the Covenants for a primary dwelling and is to be used for housing of a family member and is not to be rented as a rental property. A written waiver for such construction shall be allowed in some cases by majority vote and kept on file with the ACC.

**Section 4.14 Second Servants Quarters.** Should the owner of any tract have need for a second servants quarters and petition the Association, then the Association may grant a waiver allowing a second servants quarters.

**Section 4.15 Oil and Mining Operations.**

No oil drilling or development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any tract, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any tract.

**Section 4.16 Culverts.**

No culvert, bridge, or crossing may be installed by tract owners in the entrance to tracts to roadway intersections unless approved by the proper authorities and the ACC. Conformances to size and grade requirements are mandatory. All culverts will be installed with headers or retainers on each end to prevent erosion and to dress culvert ends and must be approved by the ACC prior to installation of culvert or wings.

**Section 4.17 Signs, Flags and Displays.**

No sign, advertisement, billboard, flag posts, or similar structure of any kind shall be displayed to public view without the prior written approval of the ACC on any tract except for the following:

- A. One (1) sign on each tract, which may not exceed six (6) square feet, for the purpose of advertising the property for sale or rent is permitted without approval of the ACC; and
- B. Political campaign and political endorsement signs placed and owned by owners or residents of any improvements on any tract are permitted but only on such owner's or occupant's property and only during the generally recognized election or referendum. All such political signs shall be further subject to the time, place, manner, size, and quantity limitations as the same may be uniformly implemented and uniformly imposed by the Board from time to time.
- C. There are no prohibitions or restrictions regarding the proper display of: 1. the flag of the United States of America; 2. the flag of the State of Texas; or 3. an official or replica flag of any branch of the United States armed forces.
- D. Religious objects on the front door of the owner's home is permitted unless the objects contain patently offensive language or symbols or the object is more than 25 inches in size.
- E. Article 13, Section 1 and Section 4 of the Bylaws cover these topics in detail to include proper displaying, materials and requirements for flying flags.

**Section 4.18 Solar Energy Devices**

- A. Owners may install solar energy devices only in an area on the property owner's property and when it does not cause unreasonable discomfort or annoyance to other property owners. Owners must have prior written approval by the association.
- B. Article 13, Section 3 of the Bylaws covers this topic in detail to include prohibited devices, limitations and solar shingles.

**Section 4.19 Rain Barrels and Rainwater Harvesting Systems.**

- A. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the association.
- B. Article 15, Section III of the Bylaws covers this topic in detail to included requirement to submit plans for locations, system and other restrictions.

Section 4.20            Driveways.

Prior to beginning construction on any house or building on any tract herein, owner will install a driveway from road to slab of at least four inches (4") of compacted rock, gravel, crushed limestone, or better to prevent tracking of mud onto the roads.

Section 4.21            Compliance.

Should any property owner violate these Covenants and restrictions, the Association, fifteen (15) days after notice, will have the power to file suit to enforce compliance. The Association will be empowered to charge as a special assessment all costs of time and expenditures, including legal fees and cost of removal of improvements in violation, and pay all related expenses. This special assessment will attach to the property upon which the violation rests and will become a lien as provided in these covenants for assessments and liens. Before the Association can suspend a member's right to use common areas, charge a member for property damage, fine a member or sue a member to enforce a restrictive covenant a member will be advised of his or her right to request a hearing in front of the Board. Additionally, a notice under Section 209.006(b) must also advise the member that he or she may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the lot owner is serving on active military duty.

Section 4.22            Violations.

Any on-going violation may be prosecuted on an on-going basis with the goal of the Association being to have the violation corrected by whatever legal means is necessary. Association removal of violations is authorized at the property owner's expense.

Section 4.23            Creek Access.

Each tract is subject to easements lying beneath the access roads, utilities, and the creeks. Tracts with property lines deeded to the center of the creek (Tracts 1, 2, 3, and 10) have access to the creeks.

Section 4.24            Flood Plain.

No dwelling will be constructed within 100-year flood plain unless said dwelling is elevated above the 100 year flood plain and is in conformance with the requirements of any authority over the creeks.

Section 4.25            Creek Piers.

Bulkheads and piers are allowed only if they are approved by an authority over the creek and by the Board.

Section 4.26 Commons.

Use of all commons is subject to Association Rules. Any owner may delegate his right of enjoyment to the common areas and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property. Designated common areas may be used for any purpose required or deemed by the Association advantageous to the owners. Such purposes include, but are not be limited to, the installation of utilities and dedication of such easements and rights of way as deemed necessary by the Association. Such dedications may be made upon a plat or by separate instrument in writing and such dedication may be made at the discretion of the Association at any time, present or future. The Association may allow the installation of any main or service extensions in commons by letter to or formal agreement with the utility company or may allow installation of service lines from main to dwelling or outlets by oral approval. Any such installations made will be considered approved if the Association has not ordered such installation halted prior to completion.

Commons may be of several categories:

- A. Dedicated commons are those commons owned or to be owned by the Association through dedication upon the plat or by separate dedication by other recorded instruments of conveyance.
- B. Easements as commons for community use by the owners are those commons dedicated upon and across various tracts shown as easements or commons on the plats or as cited in separate instruments of record or to be placed of record.
- C. Specific commons or limited commons are those commons or easements or licenses limited to a common area servicing a specific area in the project including without limitation water supply commons.

**ARTICLE V**

**OWNER'S OBLIGATION TO REPAIR**

(This article refers to maintenance requirements of homes, tracts, and other structures)

Section 5.01 Maintenance of Residence.

Each owner shall, at his sole cost and expense, repair and maintain his residence and other buildings on his tract, keeping the same in a condition comparable to the condition of such building at the time of its initial construction, excepting only normal wear and tear.



**Section 5.02 Maintenance of Tracts.**

The owner of a tract will be required to keep the property free of any unsightly or offensive accumulation of trash, garbage, or unsightly debris of any nature or kind from the date of purchase. This requirement is effective on occupied and unoccupied tracts. Ten (10) days after notice to owner of such situation existing, the Association or its contracted employees will have the right and authority to enter upon said premises and correct any existing violation of this section. The Association will charge owner a reasonable fee for such work accomplished and bill owner for this fee, plus a reasonable service charge per month, for each instance until owner pays the Association in full as billed. All monies so owed the Association will become a special assessment against the property of owner and will be secured by a lien on the property in the same manner as a lien for special assessments.

**Section 5.03 Exterior Maintenance of Buildings.**

In the event the owner of any building should allow such building to fall into disrepair, or to become in need of paint, repair, or restoration of any nature, or to be in need of other corrective measures, or to become unattractive and not in keeping with the quality of the neighborhood, then the Association will give the owner written notice of such conditions. Fifteen (15) days after notice of such condition to owner, and failure of owner to begin and continue at a reasonable rate of progress to correct such condition, the Association may enter upon said premises to do or cause to be done any work necessary to correct the situation. The owner shall be billed for the cost plus ten percent (10%). All monies so owed the Association will become a special assessment against the property of owner and shall be secured by a lien on the property in the same manner as a lien for special assessments.

**ARTICLE VI**

**MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS**

(This article explains who comprises the membership of the association and the Board of Directors, meetings and all aspects of voting.)

**Section 6.01 Membership.**

Every owner of a tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a tract.

**Section 6.02 Annual Meeting of Members.**

**Meeting Date.** The first annual meeting of the Members, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting, shall be held within one year from the date of incorporation of the Association, and subsequent annual meetings of the Members shall be held within one hundred twenty (120) days after the end of

the fiscal year of the Association at such hour as shall be determined and stated in the notice of said meeting. After the first annual meeting, each succeeding annual meeting of the Members shall be held in January on a date to be determined by the Board of Directors. If the Board does not call an annual meeting of the POA's membership on or before the 30th day after the date of a written demand from a lot owner, three or more lot owners may form an election committee for purposes of calling an annual meeting of the POA's membership. The election committee shall file written notice of the election committee's formation with the Houston County Clerk for the sole purpose of electing Board Members.

**Section 6.03                      Votes Per Tract.**

All owners shall be entitled to one vote for each tract owned for which an annual assessment is paid. When more than one person, such as a husband and wife, holds an interest in a given tract, all such persons shall be members and the vote for such tract shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any tract owned by such members.

**Section 6.04                      Voting Procedure.**

No member may be disqualified from voting on any matter subject to a vote by the Association.

Notice of an association election or vote will be given to the appropriate tract owners no earlier than 60 days or later than 10 days before the date of the election or vote.

Voting by the members on any matter subject to a vote may be at a duly called meeting (either at the annual meeting or a specially called meeting) or voting may be by petition as prescribed for certain specific procedures.

Votes may also be by:

**1. Absentee ballots**

In the alternative all votes will be by ballots mailed or emailed to the last known address of each member per the records of the Association.

These ballots must be mailed or emailed back by the member to a certified public accountant designated by the Board. The public accountant will tally all votes and certify the results to be true. Each vote will be identified by a lot, block, and section number, stating the tracts owned and the number of votes represented.

A solicitation for votes by absentee ballot must include an absentee ballot form that contains each proposed action and provides an opportunity for the lot owner to vote for or against each proposed action; instructions for delivery of the completed absentee ballot, including the delivery location; and the following language:

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"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

2. Electronic ballots

"Electronic Ballot" is a ballot cast by e-mail, facsimile, or posting on an Internet website. The electronic balloting system employed must ensure that electronic votes are cast in a manner in which the identity of the member submitting the ballot can be confirmed; and the member receives a receipt of the electronic transmission and receipt of the ballot. If an electronic ballot is posted on an Internet website, a notice of the posting must be sent to each tract/member that contains instructions to obtain access to the posting on the website.

The Board shall have the authority to determine the method of voting, unless a petition signed by at least 20% of the members requests a particular voting method, in which case the method requested by the members shall apply. Any ballot vote must allow no less than a 30-day period between mail out of ballots and the return of mailed ballots.

Any person who is a candidate in election or who is otherwise the subject of an association vote or related to such candidate are not allowed to tabulate or to have access to the ballots cast

To compel a recount of votes, a Lot Owner must submit a written demand for a recount of the vote within fifteen (15) days following the date of the meeting at which the challenged election was held. The written demand for a recount must be submitted either by certified mail or by delivery by the U.S. Postal Service with signature confirmation service to the Association mailing address as reflected on the most recently recorded management certificate; or in person to the Association managing agent as reflected on the most recently recorded management certificate or to the address to which absentee and proxy ballots are mailed.

A recount will be by independent third-party who must be either:

a. Current or former:

- (a) County judge;
- (b) County elections administrator;
- (c) Justice of the peace; or
- (d) County voter registrar; or

b. a person agreed on by the association and the persons requesting the recount. Board must provide the results of the recount to each member who requested the recount. If the recount changes the results of the election, the Association is required to reimburse the requesting lot owner for the cost of the recount.

Section 6.05 Board.

The Association shall be governed by and act through a Board of Directors. Board Members must be elected and may only be appointed for the purpose of filling a vacancy caused by resignation, death, or disability. Any member of the association is qualified to run for a position on the Board of Directors; there are no eligibility requirements. Notwithstanding, if the Board of Directors is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a felony or crime involving moral turpitude, the Board Member is: 1. immediately ineligible to serve on the Board of the Association; 2. automatically considered removed from the Board; and 3. prohibited from future service on the Board. The Board of Directors shall have the full powers and duties as may be reasonably necessary to carry out the purposes and duties of the Association as provided herein. All Board members' terms shall be for one (1) year. The term and election date may vary fifteen (15) days before or after this date at the option of the Board. Mail ballots will be provided for all voters who may return the ballots within the prescribed time and manner or who may bring the completed ballots to the above-mentioned meeting. The person receiving the most votes shall be declared the winner.

**ARTICLE VII**

**ASSESSMENTS AND NOTICE OF AUTHORITY FOR ASSESSMENTS**

(This article reviews all components of Assessments, Discounts, Payment Plan Guide, Penalties, Collections and Liens, and handling of funds)

Section 7.01 Owner's Assessments and Obligations.

A. Need for Assessments. Each interested party or purchaser of a tract is made aware of the fact that the roads within the commons are dedicated or will be dedicated to the use of the public and are dedicated to the county. Such purchaser or other interested party is given notice that the maintenance of the commons and county roads, where deemed necessary by the Association, and of other designated areas and facilities, called common areas, and the payment for security guards and patrols, if any, garbage pick-up, and other conveniences deemed necessary and requisite to the pleasure, comfort, security and enjoyment of the owners, may be provided for through an assessment or assessments, as the case may be, to be levied against each and every tract that will benefit from the use of common areas and common facilities, such determination to be made by the Association's majority vote of the members. Determination of pro-rata assessment will be on a tract basis.

B. Owner's Obligations. Each owner of a tract is deemed to covenant by acceptance of his contract or deed for that tract, whether or not it shall be so expressed in his contract or deed, to pay the Association (1) annual assessments, and (2) special assessments for capital improvements. These assessments will be established and collected by the Board as provided. The annual and special assessments, together with interest, costs, and reasonable

attorney's fees, shall be a charge on the land and a continuing lien on each tract against which such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or persons who owned the tract at the time that payment of the assessment is due. By acceptance of a contract or deed for such tract, such personal obligation shall pass to the successors in title of such person or persons whether or not expressly assumed by them. However, the first owner liable will not be relieved of liability.

Section 7.02                      Owner's Agreement of Authority.

Each owner of a property agrees that the Association, existing under the laws of the State of Texas, has the authority, and in consideration of the necessity of such an authority, to administer the funds and attend to the management and maintenance of all common areas, services, and facilities. Each owner also grants and gives unto the Association, its successors and assigns, the authority to levy and collect assessments as necessary by majority vote of tract owners, and to expend funds as necessary, subject to the requirements as set forth, for the purpose of the maintenance of all facilities, areas and services described.

Section 7.03                      Annual Assessments.

The annual assessments levied by the Board shall be used exclusively to promote the health, safety, welfare, and recreation of the residents, and for the construction, improvement, and maintenance of the commons, drainage and irrigation systems, community facilities, and roads and easements or rights of way. The provision for maintenance of public roads is made only in the case that the responsible county, city, state or other public entity should fail to maintain said roads properly. However, there may be an assessment for maintenance of roads in this section as set forth herein.

The AJDR Assessment Policy, which contains current information on the annual assessment fee and discounts as well as where to mail the assessment is posted on the AJDR Website. The below is an excerpt from the policy:

Each owner of a tract is hereby deemed to covenant by acceptance of his contract or deed for such tract, whether or not it shall be so expressed in his contract or deed, to pay the Association annual assessments if any exist. Such assessments may be established and collected by the Board as hereinafter provided. Multiple tract owners must pay an assessment on each tract owned. The fiscal year of the Association shall consist of the calendar year, January 1st to December 31st.

**Section 7.04                      Special Assessment.**

In addition to the annual assessments authorized above, authorized by majority vote of tract owners, the Association may levy in any assessment year a special assessment applicable to that year, but only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the commons or a capital improvement or any designated roads within or giving access. Any such assessment must be approved by a majority of votes cast by members/tract owners in a manner of voting as herein prescribed. In the event that all tracts are not yet sold, the developer has voting rights based on the number of tracts retained.

The Association will have the right, privilege, and powers to levy special assessments as may become necessary for purposes as required and authorized. Special assessments will be made on the same pro-rata basis as hereinabove set forth and paid to the Association as prescribed by the Association. Upon the approval of the owners of fifty-one percent (51%) of the tracts subject to any special assessment, such special assessments could be made for the purpose of the construction or reconstruction of any desired improvements in the common areas for the use and benefit of owners of all of the tracts subject to such special assessment. In the event of a "tie" vote, the developer will have the swing vote.

**Section 7.05                      Discounts, Penalties, and Collection.**

The Association will have the sole responsibility and authority to collect all assessments. The Association will have the power to add to such assessments appropriate and reasonable penalties against owners for delinquency in payment of assessments, as well as the other remedies set forth herein.

**Section 7.06                      Notice, Certificates, and List of Delinquencies.**

A.        The Board shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of the due date and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every owner.

B.        The Association shall on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment against a specific tract has been paid.

C.        On or before February 15th of each year the Association shall record in the office of the County Clerk of the County, a list of delinquent assessments as of that date setting forth and establishing the amount of the lien. Failure to record such list by this date shall not affect the validity of such lien. This lien shall arise and become effective on the day after the due date for any assessment not paid by that due date and shall be filed by the Association as directed by the Board.

D. The Association will publish a "Payment Plan Guideline" for delinquent assessment payments. A copy of the plan will be recorded in the Official Public Records of the county. Administrative costs and interest to be imposed during a payment plan are expressly stated in the Payment Plan Guideline. The Payment Plan Guidelines expressly state the priority of payment schedule that will be applied in the event of a default of a payment plan by a lot owner. Any owner being delinquent in the payment of any assessment will have filed against his property a lien for such assessment plus any penalties and costs. This lien shall remain in effect until all past due assessments, penalties, and costs have been paid or satisfied.

E. Any assessment not paid by its due date shall be deemed in default. Any assessment not paid within thirty (30) days after the due date shall bear interest from the thirtieth (30th) day after the due date at the highest legal rate per annum. The Association may also charge a reasonable one-time late fee on delinquent assessments. The owner of each tract against which an assessment is levied shall be personally responsible for each unpaid assessment together with all late fees, interest, and costs of collection including attorney's fees and costs of Court as required. The Association, acting through its Board, may bring an action at law against the owner personally obligated to pay the same, and may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for nonuse of the common areas, community facilities, roadway, easements, or abandonment of his tract.

Section 7.07            Liens.

A lien, lien affidavit, or other instrument evidencing the nonpayment of assessments or other charges owed to the association and filed in the official public records of the county is a legal instrument affecting title to real property and will be prepared by the Association attorney. The assessment lien shall be superior to the lien of any mortgage hereafter created provided that if this document is an amendment or supplement to a prior Declaration, then this document extends and renews the priority or perfection of such assessment lien created in such prior Declaration. A sale or transfer of any tract shall not affect the assessment lien. The sale or transfer of any tract pursuant to a mortgage foreclosure or any proceeding in lieu of shall not extinguish the assessment lien as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof, except as otherwise provided in Section 8.12. However, any lender, investor, or purchaser may accept without further pursuit of diligence a certificate executed by the president and attested by the secretary of the Association certifying the status of dues, assessments, or liens.

Section 7.08            Enforcement of Liens.

Each lien established by the Association pursuant to the provisions of this instrument may be enforced by recording with the Houston County Clerk a notice of delinquency, default of a payment plan, and lien upon the property and may be foreclosed in the manner as provided by obtaining a court order through a judicial procedure called an "Application For Expedited Foreclosure" under the laws of the State of Texas.

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The Association will provide junior "Deed of Trust" lien holders with notice of a tract owner's delinquency and a 60-day period in which to pay such delinquency before it can foreclose its Assessment Lien.

Prior to foreclosing the Association will send the tract owner a notice of the debt with a 20-day cure period and a notice of the foreclosure sale. Both letters will include the following advisory of military service member rights: "Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately."

If the Board so directs, the lien may instead be enforced through judicial foreclosure should the Board determine that such a method is appropriate in the sole and reasonable discretion of the Board. In any action to foreclose any such lien, the Association shall be entitled to costs including reasonable attorney's fees and other allowed costs and penalties. The Association may employ any other process available under the law for collection.

Section 7.09                      Reservation of Liens.

The Association does reserve unto itself, establish and impose upon the property a lien securing each assessment imposed or to be imposed, or in any way provided for herein, and further securing any costs, interest, or penalties including attorney's and expert's fees, subject only to any limitations and provisions in this instrument.

Section 7.10                      Order of Liens.

Each and every assessment and lien, together with any costs, penalties, or interest related thereto, established, reserved, or imposed under this instrument and authority shall be subordinate to any prior, recorded, valid, bona fide mortgage or trust deed (and the lien or title) which has been given in good faith and for value on any interest covered by this instrument and authority. Any subsequent owner of any property so covered, purchased at foreclosure or otherwise, shall be bound by restrictions, conditions, covenants, reservations, assessments, and liens set out in this instrument, excluding any assessment or lien arising prior to a foreclosure sale brought about by a lender under any valid, bona fide mortgage or trust deed. A valid, bona fide mortgage or trust deed for purposes of this document is one given for funds applied to the purchase of, or improvements of, the property upon which the lien is created.



Section 7.11                      Effective Date.

Liens may be made and begun at an appropriate time as will be determined by the Association. Actions may be made to affect, at different times, any sections or tracts, and levies for maintenance of various areas may be made or begun at different dates, and are not required to be made simultaneously. When the Association makes such determination, notice will be given to the owners of properties affected and all owners would then be required to pay assessments to the Association.

Section 7.12                      Costs to Association and Owner(s).

A.        Costs to Association. Any expenses of suit brought by the Association and any expenses of defense of any suit brought against the Association, its officers, or directors in regard to the functions in the administration or enforcement of these Covenants shall be borne by the Association, and the Association shall have and hold any rights to recovery of such expenses. If the Association, its officers, or directors prevail in any suit brought against them by any owner with regard to the Association's administration or enforcement of these Covenants, prevail, then defendants are entitled to recovery and judgment against the suing owner for their costs of suit including, but not limited to, expert witnesses, attorneys, appraisers, surveyors, and litigation expenses. The amount of any judgment obtained for damages or cost shall automatically become a lien against the judgment debtor's property upon entry of such judgment. Otherwise, this lien will attach to such property as prescribed by law.

B.        Costs to Owner. Before the Association will hold a lot owner liable for fees of a Collection Agent retained to collect delinquent assessment fees, it will first provide written notice to the tract owner by certified mail, return receipt requested, that 1. specifies each delinquent amount and the total amount of the payment required to make the account current; 2. describes the options the lot owner has to avoid having the account turned over to a Collection Agent, including information regarding availability of a payment plan under the Association Payment Plan Guidelines; 3. and provides a period of at least 30 days for the lot owner to cure the delinquency before further collection action is taken.

Each owner agrees that should suit be brought by the Association to enforce performance of the covenants or to collect assessments, the suing party will be and is entitled to judgment for damages and all costs of suit, including but not limited to expert witnesses, attorneys, appraisers, surveyors, and court costs, should the action prevail. The amount of any judgment obtained for damages or cost shall automatically become a lien against defendant's property upon entry of such judgment. Otherwise this lien will attach to such property as prescribed by law.

C.        Payments. A payment received by the Association from a tract owner will be applied to the tract owner's account in the following order of priority: 1. any delinquent assessment; 2. any current assessment; 3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could

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provide the basis for foreclosure; 4. any other attorney's fees incurred by the Association; 5. any fines assessed by the Association; and 6. any other amount owed to the Association.

Any Private Transfer Fee Obligations are unenforceable and void.

Section 7.13 Handling of Funds.

A. Itemization of Funds. All funds collected by the Association for maintenance and services of commons will be kept in a special bank account or savings account to be used only for the purposes stated, and an itemized account of all receipts and disbursements will be provided annually to all property owners. Funds may only be expended for the purposes and amounts approved by the members in the annual budget. Absent a genuine and documented emergency, The Board may not expend funds for purposes or amounts not approved in the annual budget without additional POA members' notice and approval.

B. Auditing of Funds. If, at any time, the owners of fifty-one percent (51%) or more of the tracts affected by an assessment desire that the fund so established and the books and records pertaining thereto be audited, then the owners may, by affixing their signatures to a petition, cause this audit to be made by delivery of the petition to the president of the Association. This petition will cite the account by its proper identification and shall stipulate the name of a certified public accountant who shall conduct the audit and the date that these records shall be made available to the accountant. The Association will then be compelled to make such records available to the named certified public accountant and will be authorized to pay to the accountant, reasonable accounting fees for the audit from the funds of the account audited.

Section 7.14 Establishment of Amount.

The Association, in initially setting the quarterly lien or assessment for any purpose stated herein, will do so on an estimated basis determined by a study of the requirements of the purposes. The amount so levied may be changed from time to time as necessary to pay the allowed expenses as herein set forth. Should the assessment prove to be more than needed for such purposes, then the Association may reduce said levy accordingly or carry forward such excess to be used to decrease the amount of future assessments.

**ARTICLE VIII**  
**ADOPTION OF RULES AND REGULATIONS**  
(This article reviews commons and rules)

Section 8.01            Use of Commons and Facilities.

Rules and regulations governing the use of all commons and facilities will be made and enforced by the Association to ensure the best and mutual enjoyment of all owners and their guests. Any owner who fails to pay assessments or fails to comply with any requirements or rules and regulations governing the use of said commons and facilities will be denied their use. These rules and regulations will include, but not be limited to, rules concerning guest privileges to use of commons and any recreation facilities; speed limits on roads, type of vehicles on roads and other commons; control of noise; use of irrigation water, channels or canals; use of any lakes, ponds or streams within the commons; and use of water from a limited commons.

Section 8.02            AJ Dillon Ranches Rules.

In addition to the rights set out in Section 9.01, the Board shall have the right to make, establish, and promulgate, and in its discretion to amend, repeal, or re-enact, such AJ Dillon Ranches Rules, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

**ARTICLE IX**  
**GENERAL PROVISIONS**

(This article reviews enforcement of covenants, bylaws, meetings, records and notice)

Section 9.01            Covenants, Bylaws, and Rules.

A.        Bylaws.

Bylaws may not be amended in a manner so as to conflict with the Covenants.

B.        Right of Enforcement.

The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. The Association shall have the right to enforce, by proceeding at law or in equity, all reservations, liens, assessments, and charges imposed by the Declaration. Failure by the Association or by any owner to enforce any covenant, or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter.

C.        Right to Levy Fines.

The Board shall have the authority to levy fines, not to exceed \$50.00 per violation per day, against an owner who violates one or more of the AJ Dillon Ranches Restrictions as defined herein. The Board shall implement a schedule of fines, procedure for notice of violations, implementation of fines, and appeal to the Board of any fine levied against an owner. Failure of an owner to pay any fines may result in the suspension of an owner's rights to use the Association common areas and the loss of the rights of a member of the Association, including the right to vote and to serve as an officer of the Association. The payment of such fines may be enforced in the same manner as the payment of delinquent assessments, including the filing of a lien against the property, except that the Association may not enforce the lien for fines only through foreclosure.

#### Section 9.02            Open Board Meetings

Regular and special Board Meetings will be open to members/tract owners, subject to the right of the Board to adjourn a Board Meeting and reconvene in closed executive session. The Board may adjourn a Board Meeting and reconvene in closed executive session only for the purpose of considering actions involving: 1. personnel; 2. pending or threatened litigation; 3. contract negotiations; 4. enforcement actions; 5. confidential communications with the Association attorney; 6. matters involving the invasion of privacy of individual owners; and/or 7. matters that are to remain confidential by request of the affected parties and agreement of the Board.

Following an executive session, the Board of Directors will reconvene in the open Board Meeting. If any decisions were made by the Board during the executive session, such decisions will be summarized orally and placed in the minutes, in general terms, without: 1. breaching the privacy of individual lot owners; 2. violating any legal privilege (such as attorney-client privilege); or 3. disclosing information that was to remain confidential at the request of the affected parties. The oral summary will include a general explanation of any expenditures approved in executive session.

Association members will be given notice of the meeting at least 72 hours before the start of the meeting by: Posting the meeting notice in a conspicuous manner in a place located on the Association common property or, on the internet website maintained by the Association or other internet media; and sending a copy of such meeting notice by e-mail to each lot owner who has registered an e-mail address with the Association. It is an Association member's duty to keep an updated e-mail address registered with the Association for purposes of receiving notices of Board Meetings.

Board may meet by any method of communication, including electronic and telephonic, without prior notice to lot owners, if each Director may hear and be heard by every other Director.

Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action without calling a meeting or providing advance notice of such actions to the lot owners. Any action taken by the Board without notice to lot owners must be summarized orally,

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including an explanation of any known actual or estimated expenditures approved at the meeting, at the next regular or special Board Meeting and documented in the minutes of such meeting.

The Board may not, however, without prior notice to lot owners consider or vote on: 1. fines; 2. damage assessments; 3. initiation of foreclosure actions; 4. initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; 5. increases in assessments; 6. levying of special assessments; 7. appeals from a denial of architectural control approval; or 8. a suspension of a right of a particular lot owner before the lot owner has an opportunity to attend a Board Meeting to present the lot owner's position, including any defense, on the issue.

The Board will keep a record of each regular or special Board Meeting in the form of written minutes of the meeting. The Board must also make meeting records, including approved minutes, available to a member of the Association for inspection and copying.

#### Section 9.03            Records

The Association will make the books and records of the Subdivision HOA, including financial records, open to and reasonably available for examination by a member, or a person designated in a writing signed by the member as his or her agent, attorney, or certified public accountant. A member is also entitled to obtain from the Association copies of information contained in its books and records in accordance with its Record Reproduction and Copying Policy.

The Association Document Retention Policy includes, at a minimum, the following requirements:

- a. Certificates of Formation (Articles of Incorporation), Bylaws, Restrictive Covenants, and all amendments to such documents will be retained permanently;
- b. Financial books and records will be retained for a minimum of 7 years;
- c. Account records of current lot owners will be retained for 5 years;
- d. Contracts with a term of one year or more will be retained for 4 years after the expiration of the contract term;
- e. Minutes of Board Meetings and Membership Meetings will be retained for 7 years; and
- f. Tax returns and audit records for the Association will be retained for 7 years.

#### Section 9.04            Invalidation.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

#### Section 9.05            Amendments.

Covenants and restrictions of this declaration may be amended by duly recording an instrument with the Houston County Clerk executed and acknowledged as approved by the Board by not

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less than sixty percent (60%) of the tracts set forth on ballots received by the deadline. All votes will be as prescribed in Article 6.

Covenants and restrictions of this declaration may be modified to either grant or remove authority of the association to foreclose an Assessment Lien on lots in the development by a vote of sixty percent (60%) of the tracts set forth on ballots received by the deadline.

If presented with a petition calling for a vote to amend a Declaration so as to modify the association foreclosure authority that is signed by lot owners holding at least ten percent (10%) of all voting interests in the association, the Board must call a special meeting of the association membership for the purpose of voting on such an amendment to the Declaration.

Section 9.06            Prior Lien.

No breach of any of the conditions herein contained by reason of such breach shall defeat or render invalid the prior lien of any mortgage made in good faith and for value as to the development or any tract; provided however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 9.07            Duration of Covenants.

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any member for a period of twenty-five (25) years from the date recording of the original Declaration and thereafter shall continue in effect for additional, successive, and recurring periods of ten (10) years unless they are canceled or amended by written vote by the then owners of at least sixty-seven percent (67%) of the tracts in the development as set forth herein under Article 6 and elsewhere.

Section 9.08            Notice.

In all instances where notice is required, notice will have been given upon depositing notice in the United States mail, proper postage prepaid, addressed to the last known address of such person or party according to the records of the Association.

Whereas, a duly called meeting of the Board of Directors (the Board) of the AJ Dillon Ranches Property Owners Association Inc (the Association) was held on \_\_\_\_\_;  
and

Whereas, a quorum of the members of the Board attended this meeting; and Whereas, the purpose of the meeting included a review of changes previously posted on the POA web site and members were notified to review it and whereas there was a quorum of the membership and all Board of Directors members present at the 2021 Annual Meeting concerning the proposals to approve a comprehensive Declarations of the Covenants; and

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Whereas, pursuant to a motion duly made and approved by the Board the following resolution was adopted:

In witness whereof, the Notice accompanying this Resolution adopted by the Board of Directors of the Association will be filed with the Houston County Clerk and will become effective as of the date of filing. Copies will be provided to members of the Association and posted on the Association website by the Secretary of the Association.

Date: \_\_\_\_\_

\_\_\_\_\_

CHARLES M. STOCKTON, President ProTem

\_\_\_\_\_ IN WITNESS WHEREOF THE ASSOCIATION  
EXECUTED THIS Statement of Declaration of Covenants, Conditions and Restrictions of AJ  
Dillon Ranches, this \_\_\_\_\_ day of \_\_\_\_\_.

AJ DILLON RANCHES PROPERTY OWNERS' ASSOCIATION

\_\_\_\_\_

President ProTem

STATE OF TEXAS  
COUNTY OF HOUSTON

ACKNOWLEDGMENT

This STATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF AJ DILLON RANCHES was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_ by the President of AJ Dillon Ranches Property Owners' Association.

My Commission Expires:

\_\_\_\_\_

Notary Public, State of Texas

Printed Name of Notary

\_\_\_\_\_  
President of the Board of Directors of  
AJ Dillon Ranches Property Owners'  
Association, Inc.

ACKNOWLEDGMENT

This STATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AJ DILLON RANCHES was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, President ProTem of AJ Dillon Ranches Property Owners' Association.

My Commission Expires.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name of Notary