

AMENDMENT OF RESTRICTIONS

THE STATE OF TEXAS,
COUNTY OF FAYETTE.

On December 22, 2010, HOWARD W. KONETZKE, JR. executed a certain document entitled "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR "THE VIEW" RESIDENTIAL SUBDIVISION", hereinafter referred to as "Restrictions", which document was filed for record on December 23, 2010, in Volume 1548, Page 704, Official Public Records of Fayette County, Texas. There is included in those Restrictions, paragraph 4.03 as follows:

Design, Minimum Floor Area, and Exterior Walls

4.03. Except in the case of home constructed on "Garden Home" Lots, any residence constructed on a Lot must have a ground floor area of not less than 2500 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Homes constructed on "Garden Home" Lots cannot exceed 2500 square feet including living area, garage and porches. The garage on a home constructed on a "Garden Home" Lot shall be situated at the rear of the home. The exterior building design shall be subject to the approval of the Developer or the Architectural Control Committee when empowered. The exterior walls of any residence shall consist of not less than seventy-five percent (75%) masonry construction. All roofs shall be constructed of fire resistant materials. All exterior colors, textures, and materials must be compatible with adjacent and surrounding Lots, and over-all community appearance. All construction shall comply with the applicable building codes of the City of La Grange, Texas, in effect at the time of commencement of construction.

In order to facilitate the continued development of "The View" it is necessary to amend Section 4.03 of the aforesaid Restrictions to hereafter read as follows:

Design, Minimum Floor Area, and Exterior Walls

4.03. Except in the case of home constructed on "Garden Home" Lots, any residence constructed on a Lot must have a living area of not less than 2500 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Homes constructed on "Garden Home" Lots must have a living area of not less than 1650 square feet. The garage on a home constructed on a "Garden Home" Lot shall be situated at the rear of the home. The exterior building design shall be subject to the approval of the Developer or the Architectural Control Committee when empowered. The exterior walls of any residence shall consist of not less than seventy-five percent (75%) masonry construction. All roofs shall be constructed of fire resistant materials. All exterior colors, textures, and materials must be compatible with adjacent and surrounding Lots, and over-all community appearance. All construction shall comply with the applicable building codes of the City of La Grange, Texas, in effect at the time of commencement of construction.

The amendment of such Restrictions as aforesaid is effective as of this date.

The current owners of the Lots in "The View" are as follows:

<u>OWNER</u>	<u>LOT</u>
Wayne and Margaret Lev	12
David Newcomb	18
Richard and Janet Schmidt	8
Howard W. Konetzke, Jr.	1-7, 9-11, 13-17, 19-21

Paragraph 7.05 of the Restrictions provides as follows:

Duration and Amendment

7.05. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Official Records of Fayette County, Texas, and all requisite governmental approvals, if any, have been obtained.

HOWARD W. KONETZKE, JR., as Developer and Owner of in excess of 75 percent of the Lots in "The View" consents to the amendment of the existing "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR "THE VIEW" RESIDENTIAL SUBDIVISION" as set forth. His consent is all that is necessary by virtue of the percent of ownership as hereinabove set forth.

Executed this the 19th day of MARCH, 2013.



HOWARD W. KONETZKE, JR.

INST. # 13-01529 Vol : 1640
Pg 396

THE STATE OF TEXAS,
COUNTY OF FAYETTE.

Subscribed, sworn to and acknowledged before me on the 19th day of March
2013, by HOWARD W. KONETZKE, JR., to certify which witness my hand and seal of office.



Betsy Guetter

Notary Public in and for The State of Texas.
Notary's Typed or Printed Name: Betsy Guetter
Notary's Commission Expires: 11-30-2016

March 28 2013 2:42 PM

STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the OFFICIAL RECORDS
of Fayette County, Texas as stamped hereon above time.

JULIE KARSTEDT
COUNTY CLERK, FAYETTE COUNTY, TEXAS

Stamp: 3 Page(s)

JP

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR "THE VIEW" RESIDENTIAL SUBDIVISION**

Preamble

This Declaration of Covenants, Conditions, and Restrictions for that subdivision named "THE VIEW" is made on December 17, 2010, at La Grange, Texas, by HOWARD W. KONETZKE, JR., a single man ("Declarant"), whose mailing address is 3541 St. Hwy. 159, La Grange, Texas 78945.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Fayette County, Texas, described as follows:

Field notes description of a 12.16 acre tract of land situated approximately 1.3 miles S 17° E of La Grange, in Fayette County, Texas. The said tract being a portion of Abstract 15, David Berry, original grantee; being a portion of that certain 12.276 acre tract of land conveyed to Summit Care Texas, L.P. by an instrument (1019/335) recorded in the Fayette County Official Public Records (FCOPR); and being more particularly described by metes and bounds as follows:

BEGINNING at a point on the north right-of-way line of State Highway 92 Spur (record 80' R.O.W., 322/580 Fayette County Deed Records [FCDR]), for the southeast corner of that certain 35.96 acre tract of land conveyed to the State of Texas by an instrument (501/591 FCDR), same being the southwest corner of the said Summit tract and of the herein described tract;

Thence, N18°41'20"E, leaving the said north right-of-way line, with the common line between the said Summit and State of Texas tracts, at a distance of 0.53 feet pass a concrete monument ("concrete monument" denotes a concrete monument with a brass disc stamped "Texas Parks and Wildlife") found for witness, and continuing for a total distance of 645.74 feet to a concrete monument found for an angle point;

Thence, N04°56'32"E, 661.86 feet continuing with the said common line to a concrete monument found on the southwest line of that certain 59.44 acre tract of land conveyed to James F. Tiemann, D.V.M., et ux, Nita, by an instrument (640/733 FCDR), for the east corner of the said State of Texas tract, same being the north corner of the said Summit tract and of the herein described tract;

Thence, S45°19'17"E, 871.04 feet with the common line between the said Summit and Tiemann tracts to a 1/2 inch iron rod found on the west right-of-way line of U.S. Highway 77 (record right-of-way varies, [148/19 FCDR]) for the south corner of the said Tiemann tract, same being the east corner of the said Summit tract and of the herein described tract;

Thence, S14°39'52"W, 464.52 feet with the said west right-of-way line to a 5/8 inch iron rod found for an angle point;

Thence, continuing with the said west right-of-way line, along a non-tangent curve to the left having a radius of 517.49 feet, a central angle of 22°19'07", a chord bearing S41°32'47"W, 200.31 feet, for an arc distance of 201.58-feet to a point for the east corner of SHG tract, same being the most easterly, south corner of the said Summit tract and of the herein described tract, whence a 1/2 inch iron rod found for witness bears, S31°37'22"E, 0.26 feet;

Thence, leaving the said west right-of-way line, with the common line between the said Summit and SHG tracts, the following two calls:

- 1) N31°07'22"W, 236.53 feet to a 1/2 iron rod found leaning;
- 2) N73°05'52"W, 120.16 feet to a 1/2 inch iron rod found;

Thence, N88°48'31"W, 133.55 feet across the said Summit tract to an iron rod set ("iron rod set" denotes a 5/8 inch iron rod set with an orange plastic cap stamped "ABSOLUTE GEOMATICS") for an interior corner of the herein described tract:

Thence, S19°04'38"W, 73.69 feet, continuing across the said Summit tract to an iron rod set on the northwest line of the said SHG tract for a corner of the herein described tract;

Thence, S67°00' 40"W, 50.51 feet with the common line between the said Summit and SHG tracts to a 1/2 inch iron rod found for a common corner between same;

Thence, S18°38'45"W, 241.60 feet continuing with the common line between the said Summit and SHG tracts to a point on the curving north right-of-way line of State Highway 92 Spur for the west corner of the said SHG tract, same being the most westerly, south corner of the said Summit tract and of the herein described tract, whence a 1/2 inch iron rod found for witness bears S18°38'45"W, 0.17 feet;

Thence, with the said north right-of-way line, along a curve to the left having a radius 1472.47 feet, a central angle of 04°11'47", a chord bearing N80°32'18"W, 107.82 feet, for an arc distance of 107.85 feet to a 1/2 inch found at the end of the said curve (non-tangent);

Thence, N82°39'53"W, 7.99 feet continuing with the said north right-of-way line to the POINT OF BEGINNING, and containing within these metes and bounds, 12.16 acres of land. The basis of bearing is grid north, Texas State Plane Coordinate System of 1983. Central Zone (convergence angle: [+] 01°46'58"). The distances contained herein are grid distances (combined scale factor: 1.000 052 529).

The aforesaid Property has been subdivided into twenty-one (21) Lots with access by two streets being Kathleen Avenue and Delores Avenue.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and Lots that constitute the Property, the Declarant, and each successive Owner of an interest in the Property. It is contemplated that this be a gated community.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions 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 1. Definitions

Developer

1.01. "Developer" means Declarant.

Lot

1.02. "Lot" means any of the plots of land shown on the plat and subdivision map recorded in Volume 2 at Pages 166-167, Slides 233-234, of the Map or Plat Records of Fayette County, Texas (the "Map"), on which there is or will be built a single family dwelling.

Owner

1.03. "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 a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

Qualified Person

1.04. A "qualified person" means a person who is a licensed architect, landscape architect, licensed general contractor, city planner, or member of the Board.

Common Area

1.05. "Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration and as shown on the map of The View Subdivision including, without limitation, the streets.

Association

1.06. "Association" means an incorporated association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind. The Association shall not be empowered to act under this Declaration until such time as empowered by Developer which will be by written declaration of empowerment in which Developer relinquishes his authority hereunder filed in the Official Records of Fayette County, Texas. Until such empowerment, the Association shall serve in an advisory capacity to the Developer.

Board

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

Garden Home

1.08. "Garden Home" Lots are those Lots numbered 17, 18, 19, 20 and 21 on the Map or Plat of The View Subdivision.

Map

1.09. "Map" shall also mean "Plat" as filed for record in the Map or Plat Records of Fayette County, Texas.

ARTICLE 2. Architectural Control

Architectural Control Committee

2.01. Developer shall designate and appoint an Architectural Control Committee consisting of not less than three (3) persons, which shall serve at the pleasure of the Developer. The Architectural Control Committee, when appointed by Developer, will serve only in an advisory manner until such time Developer empowers the Association when it shall then serve at the pleasure of the Board. Until that occurrence, Developer retains all power of the Architectural Control Committee.

Approval of Plans and Specifications

2.02. Until such time as the Architectural Control Committee is empowered, the Developer must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) Any landscaping or grading of any Lot or Lots.

Application for Approval

2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Developer or the Architectural Control Committee, as the case may be, showing 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.

Standard for Review

2.04. The Developer or the Architectural Control Committee, as the case may be, shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Developer or the Committee when empowered shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Developer or the Committee, as the case may be, should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

ARTICLE 3. Exterior Maintenance

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee when empowered shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE 4. Use Restrictions and Architectural Standards

Residential Use Only

4.01. All Lots shall be used for single-family residential purposes only. Single family use consists of use as a dwelling by one or more natural persons who are related by marriage or kinship or by not more than four (4) natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

Type of Buildings Permitted

4.02. Except in the case of Lot 5 which is not restricted as to building height, no building shall be erected, altered, or permitted on any Lot other than one detached single-family dwelling not to exceed two stories in height, with a private garage for not more than three (3) automobiles and at least two (2) automobiles. No manufactured homes shall be permitted. However, Developer, as

well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas. Construction on a dwelling unit shall be completed within one (1) year of framing of the foundation.

Design, Minimum Floor Area, and Exterior Walls

4.03. Except in the case of home constructed on "Garden Home" Lots, any residence constructed on a Lot must have a ground floor area of not less than 2500 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Homes constructed on "Garden Home" Lots cannot exceed 2500 square feet including living area, garage and porches. The garage on a home constructed on a "Garden Home" Lot shall be situated at the rear of the home. The exterior building design shall be subject to the approval of the Developer or the Architectural Control Committee when empowered. The exterior walls of any residence shall consist of not less than seventy-five percent (75%) masonry construction. All roofs shall be constructed of fire resistant materials. All exterior colors, textures, and materials must be compatible with adjacent and surrounding Lots, and over-all community appearance. All construction shall comply with the applicable building codes of the City of La Grange, Texas, in effect at the time of commencement of construction.

Setbacks

4.04. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the Map. Buildings shall be situated to comply with side and rear yard setback lines as shown on the Map. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with Paragraph 4.05, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

Resubdivision or Consolidation

4.05. No Lot shall be resubdivided or split except as follows. Any person owning two or more adjoining Lots may subdivide or consolidate those Lots into building sites, with the privilege of constructing improvements, as permitted by this Declaration, on each resulting building site, provided that such subdivision or consolidation does not result in any building site having front lines of less than that otherwise required by the map as to adjoining Lots.

Easements

4.06. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents,

employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

Noxious or Offensive Activities Prohibited

4.07. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.08. No structure not approved for residential use by the Developer or Architectural Control Committee when empowered by Developer, including but not limited to trailers, mobile homes, motor homes, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs

4.09. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Oil Development and Mining Prohibited

4.10. Developer reserves all oil, gas and minerals as well as sand, gravel and other materials as such may be situated upon the premises, but WAIVES all rights of ingress and egress (access) for purposes of mining, production and development of oil and gas and such minerals or materials. All Lots shall be conveyed subject to the aforesaid reservation.

Rubbish, Trash and Garbage

4.11. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

Sewage Disposal

4.12. No individual sewage-disposal system shall be permitted on any Lot.

Water

4.13. The Developer shall install a water supply system in the subdivision. Developer reserves the ground water relating to the Property. Developer shall have the exclusive right to transfer, assign, sell and/or lease the groundwater and any transferable and severable permits or authorizations relating thereto without the joinder or consent of Owner or any other party and to retain all royalties

in such groundwater. Developer waives ingress and egress to the Property for the drilling and production of water. No water well or device for the production of ground water on the Property shall otherwise be permitted. All Lots shall be conveyed subject to the aforesaid reservation.

Slope Control Areas

4.14. No structure, planting, or other material shall be placed or shall be permitted to remain and no other activities shall be permitted to be undertaken that may damage or interfere with established slope ratios, create erosion or sliding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each affected Lot, and all improvements located in those areas, shall be maintained continuously by the Owner of the affected Lot, except for those improvements for which a public authority or utility company is responsible.

Sight Distance at Intersections

4.15. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot in the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above.

Animals

4.16. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. A reasonable number of animals shall be that number determined by the Association

Fences, Walls, Hedges, and Utility Meters

4.17. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

Trucks, Buses, and Trailers

4.18. No truck or bus (except a passenger van for personal use), recreational vehicles, boats and/or trailer shall be left parked in the street in front of any Lot or in driveway or yards, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity or for the purpose of loading or unloading which shall take place without material interruption. No truck or bus (except a passenger van for personal use) or boat or trailer

shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities

4.19. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

Wood-Burning Stoves and Fireplaces

4.20. No fireplace or wood-burning stove shall be installed or used on any Lot unless it meets the requirements, standards, and recommendations of the applicable codes of the City of La Grange, Texas.

Poles, Masts, and Antennas

4.21. No poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed on any Lot unless within the envelope of a building approved by the Developer or Architectural Control Committee when empowered. Small dish antennas as commonly furnished by Direct TV and Dish Network are permitted.

Water Softeners and Air Conditioning Equipment

4.22. No water softener shall be installed or used that discharges effluent brine into the sewage system. Location, type, and screening of water softeners and air conditioning units shall comply with the Code of Ordinances of the City of La Grange, Texas, and, if not so governed, shall be approved by the Developer or Architectural Control Committee when empowered before installation or use.

Landscaping

4.23. All landscaping is to be approved by the Developer or the Association when empowered.

ARTICLE FIVE

Easements

Reservation of Easements

5.01. All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

Underground Electrical System

5.02. An underground electricity distribution system shall be installed to serve all Lots in the subdivision. The Owner of each Lot, at the Owner's cost, shall furnish, install, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed on the Lot by the electric company to such point as may be designated by the company on the property line of the Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner, at the Owner's cost, shall install, furnish, and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the residence constructed on the Lot. For as long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

ARTICLE SIX

Association

Creation

6.01. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

Transfer of Membership

6.02. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

6.03. The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

Membership Voting, Elections, and Meetings

6.04. Each Owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Duties and Powers of Board

6.05. Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner.
- (g) The Association shall collect an assessment annually as necessary for maintenance of the streets, easements and Common Areas of The View and for the expenses incurred by the Association in fulfilling its purpose. Such sum shall be billed the first business day of the calendar year and no later than January 4 of the year and shall be payable on or before thirty (30) days thereafter at the office of the Association or its mailing address as it shall designate. The first purchaser of any Lot shall have such maintenance fee prorated for the time of ownership. Thereafter, upon sale by the first purchaser of a Lot the maintenance fee shall be paid for the entire year at the time of conveyance. The initial assessment is determined to be the sum of \$400.00 per year.
- (h) To file liens against Lot Owners because of nonpayment of assessments duly levied. The lien to secure payment of maintenance fees and subsequent assessments levied by the Association shall be deemed to exist and lie against each Lot in The View at the recording of the map of The View and this Declaration of Covenants, Conditions and Restrictions in the Official Records of Fayette County, Texas. The lien shall be prior and superior to any claim of homestead or any lien claim or right whether or not given voluntarily or in equity with the exception, however, that said lien for assessments is subordinate to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot.
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.

- (l) To hold regular meetings of the Board at least quarterly.
- (m) To manage and maintain all of the Common Area in a state of high quality and in good repair.
- (n) To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board. Board members shall be entitled to reimbursement of out of pocket expenses incurred in the advancement of the interest of the Association and enforcement of the Declaration of Restrictions of The View and then only upon approval of a majority of the Board at open meeting .

ARTICLE SEVEN

General Provisions

Enforcement

7.01. The Developer or the Association, when empowered, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. 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. All waivers must be in writing and signed by the party to be bound.

Until the Developer files his declaration of empowerment relinquishing his reserved power hereunder, the authority of the Owners Association and the function of the Architectural Control Committee are reserved in the entirety by Developer irrespective of any provision herein to the contrary.

Plat

7.02. Developer makes a part of this Declaration of Covenants, Conditions and Restrictions for "The View" Subdivision, all matters set forth on the plat of the subdivision titled "The View" prepared by Befco Engineering, Inc. under their Job Number 10-5175, as filed for record in the Map or Plat Records of Fayette County, Texas.

Severability

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

Covenants Running With the Land

7.04. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall

be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

7.05. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Official Records of Fayette County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

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

Liberal Interpretation

7.07. The Developer by this Declaration intends to create an exclusive subdivision to insure development from inception and planning through sales and construction. Developer deems it necessary and in the protection of property interests to retain those powers to be exercised by the Association and the Architectural Control Committee until Developer relinquishes such power by formal written declaration. That relinquishment shall be given at such time as Developer deems the number of Lots sold and homes constructed establish the contemplated character of the subdivision. Until such time and thereafter this Declaration shall be liberally construed to effectuate its purpose and plan for the Property and to comply with applicable statutes, ordinances or regulations.

This Declaration is executed this 22nd day of December, 2010, at La Grange, Texas.


HOWARD W. KONETZKE, JR.

ACKNOWLEDGMENT

STATE OF TEXAS,
COUNTY OF FAYETTE.

This instrument was acknowledged before me on December 22, 2010, by HOWARD W. KONETZKE, JR.



Betsy Guettler

Notary Public in and for the State of Texas
Notary's Typed or Printed Name: Betsy Guettler
My commission expires: November 30, 2012

\$68.00 Pd.
Filed by & Hand To:
OS&K, Attys.

FILED
9:15 a.m.
DEC 23 2010

Carolyn Kubos Roberts

CAROLYN KUBOS ROBERTS *SC*
CO. CLERK, FAYETTE CO., TEXAS

STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the date and
at the time stamped hereon by me; and was duly RECORDED in
the Volume and Page of the Named RECORDS of Fayette
County, Texas as stamped hereon by me on

DEC 23 2010



Carolyn Kubos Roberts

CAROLYN KUBOS ROBERTS
COUNTY CLERK, FAYETTE COUNTY, TEXAS