

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHILDRESS RANCH ESTATES, SUBDIVISION LOCATED IN
WASHINGTON COUNTY, TEXAS

THE STATE OF TEXAS

2696

COUNTY OF WASHINGTON

THAT this Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") is made on the date hereinafter set forth by CHILDRESS RANCH, LP, a Texas limited partnership company, (hereinafter referred to as "Declarant") acting herein by and through its duly authorized officers.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as Childress Ranch Estates, a subdivision in Washington County, Texas, according to the map or plat (hereinafter referred to as "Subdivision Plat") thereof recorded under Sheet 812A & 814B of the Plat Records of Washington County, Texas; and

WHEREAS, it is the desire of Declarant to place certain covenants, conditions, restrictions, stipulations, easements, and reservations upon and against Childress Ranch Estates in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners in said subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon all of the Lots in Childress Ranch Estates, the following reservations, easements, restrictions, covenants, and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property, which provisions of the declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

Section 1. "Architectural Control Committee" or "Committee" shall mean and refer to the Childress Ranch Estates Architectural Control Committee provided for in Article IV hereof.

Section 2. "Association" shall mean and refer to Childress Ranch Homeowners Association, Inc., a Texas non-profit corporation.

Section 3. "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

Section 4. "Declarant" shall mean and refer to Childress Ranch, LP its successors and assigns, if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all of Declarant's rights hereunder.

Section 5. "Living Unit" or "Residential Dwelling" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit, provided, however, the term "Living Unit" or "Residential Dwelling" shall not include a garage constructed on the Lot which is attached or detached from the other improvements on the Lot.

Section 6. "Lot" shall mean and refer to any of the numbered residential Lots shown on the Subdivision Plat or any replat thereof or which may become incorporated by annexation.

Section 7. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 8. "Restrictions" shall mean the covenants, conditions, restrictions, stipulations, easements, and reservations set out in this Declaration.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 10. "Property" and/or "Properties" shall mean and refer to Childress Ranch Estates, as identified in the subdivision plat.

Section 11. "Residential Dwelling" shall mean and refer to a single residential dwelling.

Section 12. "Subdivision" shall mean and refer to the real property contained within the perimeter boundaries of the subdivision plat and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 13. "Subdivision Plat" shall mean and refer to the map or plat of Childress Ranch Estates recorded in the Plat Records of Washington County, Texas.

**ARTICLE II
RESTRICTIONS, EXCEPTIONS AND DEDICATIONS**

The Subdivision Plat dedicates for use, subject to the limitations set forth therein, the streets and easements shown thereon and such Subdivision Plat further establishes minimum setback lines applicable to the Property. All dedications, limitations, restrictions conditions, easements, and reservations shown on the Subdivision Plat are incorporated and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed, conveying said Property or any part thereof, whether specifically referred to therein or not.

Section 1. Easements.

(a) Easements for the installation and maintenance of utilities, drainage facilities (which includes detention ponds), roads, and streets are reserved, as depicted on the recorded Subdivision Plat of the Subdivision. There are hereby dedicated easements for detention of surface water, as shown on the recorded Subdivision Plat, and the easements for detention are hereby reserved. Any of the Property within the Easements but which Easements are a part of a Lot, shall be owned by the owner of that Lot subject to the Easement.

(b) No building or any other improvement shall be located over, under, upon or across any portion of any easement of any kind, except improvements which may be reasonably necessary to utilize the easements for the purposes for which the easements were created.

(c) The Developer reserves reasonable access (for ingress to and egress from) for itself and for utility providers to the Easements over and across the Property for maintenance and other work required to be done within the Easements, which shall include reasonable access to and from the detention easements.

(d) All utility service lines, including, but not limited to, electric, telephone, water, and cable, shall be installed underground, other than at the point of delivery.

(e) The owner of a Lot shall regularly, so far as may be practicable, mow that part of his Lot within an Easement.

Section 2. Road and Street Easements.

(a) The roads and streets on the Property shall be operated as private roads and streets with each Owner, the Declarant, and the Association each having an easement for the use and benefit of such person and/or entity, which easement shall include rights of ingress, egress and passage over and along said roads and streets in favor of the Declarant, the Association, the Owners, and any other classes of persons for whose benefit the roads and streets are dedicated in the Subdivision Plat, and their respective legal representatives, successors and assigns, guests, invitees, licensees,

designees and the successors-in-title to each Owner and other such persons and/or entities, but not in favor of the public. Notwithstanding anything to the contrary contained herein, Declarant shall have the right to offer the roads and streets for public dedication and Declarant may assign this right to the Association or such other person or entity as may be reasonably necessary to complete the dedication.

(b) Subject to the terms and conditions of this Section, the roads and streets in Childress Ranch Estates are hereby dedicated as utility easements strictly for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electric power, telegraph and telephone lines, gas lines, sewer lines, if any, water lines, storm drainage (surface or underground), cable television, or other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Property. The dedication of the roads and streets as utility easements shall not affect operation of the roads and streets as publicly dedicated roads and streets.

(c) Declarant reserves the right to make changes in and additions to the above easements for the purpose of efficiently and economically installing the improvements, including utilities. Should any utility company or cable television company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on, under, and/or across the Property.

(d) Declarant reserves the right to grant additional ingress and egress easements along the roads and streets in the Properties and to grant the roads and streets to the Association, subject to such restrictions and conditions set forth in the deed conveying such roads and streets.

(e) Notwithstanding the operation of the roads and streets in the Property as private streets, Declarant hereby grants to Law Enforcement Agencies and Officers of Washington County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, vehicles and equipment, ambulances, school buses, Washington County officials and personnel and other governmental officials and personnel, and to the authorized agents of the Association for performance of the Association's duties ingress and egress and passage over and along said private roads and streets of the Subdivision in connection with the performance of their official functions.

(f) No Lot may be used for the purpose of providing ingress to lands located outside of Childress Ranch Estates over and across a Lot. Further, no Lot may be used for the purpose of providing egress from lands located outside of Childress Ranch Estates over and across a Lot to a public road, either directly or indirectly.

Section 3. Members' Easements of Enjoyment. Subject to the provisions of these Restrictions, every Member or every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a non-exclusive right and easement of use and enjoyment in and to the common areas, and such easement shall be appurtenant to and shall pass with the title of every Lot; provided,

however, such easement shall not give such person the right to make alterations, additions or improvements to the common areas. The rights and easements of enjoyment created hereby shall be subject to and limited by the following:

- (a) The right of the Board to prescribe regulations governing the use, operation and maintenance of the Common Properties;
- (b) Liens of mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by the Declarant to develop and improve the Common Properties or by the Association to improve or maintain all or any portion of the Common Properties;
- (c) The right of the Declarant and/or the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance for all or a portion of the Common Properties or providing materials or services consistent with the purposes of the Association;
- (d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;
- (e) The right of the Association, as may be provided in its Bylaws, to suspend the right of any individual to use any of the Common Properties for any period during which any assessment against a Lot owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;
- (f) The right of the Declarant or the Association, subject to approval by written consent by the Member(s) having a majority of the eligible votes of the Members, in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members;
- (g) The right of the Declarant or the Association, at any time, to make such reasonable amendments to the Plat, as it deems advisable, in its sole discretion; and
- (h) All Members are advised that a portion of the Common Properties may be located within the platted and dedicated public rights-of-way and in connection therewith the public shall have rights of use and enjoyment of Common Properties located within the public rights-of-way.

**ARTICLE III
USE RESTRICTIONS**

Section 1. Residential Use. All Lots within the Subdivision are hereby restricted exclusively to single-family residential use, unless otherwise provided for herein. No Lot shall ever be used for business or commercial use, unless otherwise provided for herein. Not more than one single-family residence may be constructed and located on a Lot. In addition, accessory structures and buildings may be located on a Lot. Accessory structures and buildings include barns, one guest cottage, shops, and other outbuildings. No Owner shall use or permit such Owner's Lot or any improvement on the Lot to be used for any purpose that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by this Declaration; (c) constitute a public or private nuisance, which determination may be made by the Board of Directors of the Association in its sole discretion; (d) constitute a violation of the Declaration or any applicable law or (e) unreasonably interfere with the use and occupancy of the Subdivision by other Owners. As used herein, the term "Residential Use" shall be construed to prohibit the use of Lots for garage apartments or other apartments or multi-family dwellings; and no Lot shall be used for any commercial or manufacturing purpose, unless otherwise provided for herein. The rental of a dwelling for occupancy as a residence shall not be construed as a commercial business; except that, such rental must be as a tenancy for a period of no less than six (6) months and, during the term of the tenancy, such tenancy shall be for principal residence of the tenant(s) and the entire Lot must be leased. No building, shed, or other similar type structure shall be moved onto any Lot within the Subdivision without written permission of the Committee. The use of a tent, travel trailer, motor home, or camper, either as a weekend, temporary or permanent residence is prohibited. Notwithstanding anything to the contrary contained herein, no manufactured homes and/or mobile homes may be located on the Property or on any Lot. No outbuilding, including guest cottage/quarters/house, may be occupied prior to occupancy of the residence. However, outbuildings may be utilized for storage purposes prior to occupancy of the residence.

Section 2. Size and Specifications. No building, structure or other improvements shall be commenced, erected, placed or maintained on any Lot, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a plot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved by the Architectural Control Committee. A residence may not be lived in or occupied until the residence is 100% complete as per the Architectural Control Committee approved plans. The main residence on any Lot shall not be less than 2,800 square feet of heated and air-conditioned space, exclusive of basement, garage, and porches. In the case of multi-story dwellings the minimum size shall be 2,800 square feet with not less than 2,500 square feet of heated and air conditioned space in the first floor.

Section 3. Location of Improvements on a Lot. No building or other improvement shall be located on any Lot:

- Within seventy-five feet (75') from property line along Childress Ranch

Drive.

- Within twenty-five feet (25') of the side and rear line of the Lot.
- Within ten feet (10') from any utility easement.
- All residences should be built square to the road.
- All storage buildings, sheds, barns, pens, and other outbuildings or enclosures shall be behind the main residence on the Lot. Outbuildings may not be built until the plan for the residence is approved.

Section 4. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited include, but are not limited to the following:

- (a) The performance of work on automobiles or other vehicles if such repair work may be viewed from any street or roadway within the Properties.
- (b) Storage of flammable liquids in excess of five (5) gallons.
- (c) Activities which may be offensive by reason of odor, fumes, dust, smoke, vision, vibration, and/or pollution which are hazardous by reason of excessive danger, fire or explosion.

Section 5. Construction Timeframe. Construction of the main residence must be completed within 18 months of receiving approval of the building plans. Construction of the main residence must be completed within 12 months of beginning construction. The exterior of the main residence must have a finished appearance within 6 months of beginning construction.

Section 6. Roofs. Roofing materials for all buildings (including garage, guest quarters and all outbuildings) shall be new and designed and manufactured specifically for roofs. Wood or wood shingle roofs and metal roofs not treated to prevent rust are prohibited on all buildings. The Board of Directors shall be entitled to adopt a Roofing Policy which specifies other types of acceptable roofing materials. Use of any materials which are not listed in the Roofing Policy or architectural guidelines shall be prohibited.

Section 7. Propane Tanks. If one or more propane tanks are installed, maintained, or located on any Lot, they must be installed and maintained behind the front Lot line of the main residence and shall be obstructed from view from Childress Ranch Lane and from

all other Lots through use of shrubbery or fencing made of wood or masonry. Underground installation is permissible anywhere on the lot that is not within a required setback.

Section 8. Buildings Moved to Property. No buildings may be moved onto a Lot to be used as a main residence, guest quarters, barn or other outbuilding without permission of the Architectural Control Committee and Board of Directors of the Association.

Section 9. Exterior Materials. The exterior materials of the main residential structure and any attached garage and any guest houses shall be constructed of masonry (including brick or rock), stucco, log, cement fiberboard, cedar, or other wood siding.

Section 10. Exterior Colors. The following colors shall be prohibited from use on the exterior: pink, coral, purple, bright blue, bright yellow-green, bright blue-green, bright yellow, bright orange and bright red.

Section 11. Signs and Flags. No signs, advertisements, billboards, or advertising structure of any kind may be erected or maintained in the Subdivision without the written consent of Developer, with the exception of one (1) "FOR SALE" sign, advertising a residence for sale, such sign not to exceed 34" x 46". Developer, or representatives, shall have the right to remove any such non-conforming sign, advertisements, billboards, or advertising structure which is placed in the Subdivision without consent and, in so doing, shall not be liable and is hereby expressly relieved from any liability for trespassing or other tort in connection with or arising from such removal. Political signs may be displayed as permitted by the Elections Code. The display of flags shall be permitted subject to the Board's right to restrict use via adopt of Rules or policies regarding display of flags, including regulation of flagpole and lighting locations. The Board shall have the right to require removal of any flags which are offensive.

Section 12. Outdoor Lighting. No unshielded lamp or light of any kind is permitted to be located on a Lot. A security light, or lights, mounted on a building is permitted so long as it has a shade or shield that prevents the light from shining directly onto the ground within sixty feet (60') of side or rear boundaries.

Section 13. Manufactured Homes and Mobile Homes. No manufactured homes and/or mobile homes may be located at any time on any Lot or on any part of the Property.

Section 14. Temporary Structures. No structure of a temporary character, whether recreational vehicle, travel trailer, tent, shack, garage, barn or other outbuilding, shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Properties in its sole discretion which may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, and signs.

Section 15. Oil and Gas and Mining Operations. So far as may be possible, considering the rights of the current owners of any interest in the oil, gas, and other minerals on, in and under the Property, no drilling for oil and gas, or development operations associated therewith, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or under any of the Property.

Section 16. Mowing, Trash and Debris. Each Owner of a Lot is responsible for cutting the grass on his/her Lot a minimum of quarterly between March and October each year prior to and following construction of a residence. The Board has the power to create rules and guidelines for cutting grass, including maximum height of grass, in order to assist in controlling potential problems with rodents, snakes, and other nuisances. No trash, garbage, or debris of any kind shall be dumped or permitted to accumulate on any Lot. Yard grass, leaves, and branches may be burned by the Owner of a Lot in a manner that is safe and does not result in creating a nuisance to other residences. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in construction may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. If, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall, after five (5) days notice, have the authority and right to go onto the Lot of such Owner for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum up to two (2) times the cost incurred by the Association for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, the Association shall have the right and authority to mow and clean the Lot, as aforesaid.

Section 17. Restrictions on Trash. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning trash removal from the Lots, as the Board deems reasonably necessary or appropriate. Owners shall be billed quarterly by the Association for the cost of trash removal. The cost of trash removal shall be in addition to assessments provided for herein and shall also be a lienable charge against the Lots. Trash shall be placed in an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such trash.

Section 18. Fences. Each Owner of a Lot shall maintain, in good condition, the painted corral fencing fronting each Lot on Childress Ranch Drive, unless the Architectural Control Committee authorizes other fencing to be used or authorizes the removal of the fencing of a Lot fronting Childress Ranch Drive. The plans for all fencing must be approved in advance by the Committee before installation of the fencing can begin. Barbed wire fences, metal T-bar post fences and hog wire type fences and privacy fences or walls of

any type are not allowed in front of any Residential Dwelling to the roads or streets.

Section 19. Mailboxes. The Declarant or the Committee, as the case may be, shall have the right to designate the exclusive location of a community mailbox. The Declarant shall also have the right to require installation of individual mailboxes upon a Lot, the appearance of which is subject to Committee approval.

Section 20. Lot/Yard Maintenance. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be reasonably necessary in conjunction with the landscaping of or construction on such Lot. Each Lot shall be regularly mowed and/or otherwise maintained by the Owner.

Section 21. Motor Vehicles. No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated on any of the Property, if, in the sole judgment of the Association, such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of any of the Owners of the Property, their tenants and/or their families. Further, dirt bike riding shall be prohibited on any of the Property. The operation of all-terrain vehicles shall be permitted on the Property; however, the operation of such all-terrain vehicles shall be prohibited if noise or fumes emitted constitutes a nuisance or jeopardizes the safety of any of the Owners of the Property, their tenants, and/or their families.

Section 22. Storage of and Repair of Motor Vehicles, Boats, and Trailers. No motor vehicles shall be parked or stored on any part of any Lot, easement, right-of-way, or any other areas unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans or pickup trucks that: are in operating condition; have current license plates and inspection sticker; are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six (6) feet, six (6) inches in height or seven (7) feet, seven (7) inches in width or twenty-one (21) feet in length, may be parked in the driveway on such Lot. No non-motorized vehicle, trailer, boat, marine craft, hover craft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such object is concealed from public view inside the garage or other approved enclosure. The term "approved enclosure" shall mean an enclosure that has been previously approved by the Committee. Owners, visitors and guests are encouraged not to park vehicles in the streets of the subdivision.

Section 23. Antennas. No exterior antennas, aerials, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, which is visible from any street, common area or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the Committee. The Committee may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master

antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Properties. No satellite dishes shall be permitted which are larger than three feet (3') in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No MMDS antenna mast may exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property.

Section 24. Commercial Livestock.

(a) No animals shall be raised, bred, or kept on any Lot, with the following exceptions permitted:

- domestic or household pets, includes cats and dogs
- horses (maximum 2)
- other livestock temporarily if a part of a 4-H, FFA, or other bonafide youth program
- Backyard laying hens (maximum 12)
- The number of animals permitted upon a Lot, including livestock and pets, is limited to four (4), excluding hens.

(b) Any livestock enclosure which is overcrowded or not adequately maintained and cleaned and which presents an unkempt appearance or produces noxious odors may be declared to be a nuisance and ordered removed from the Lot.

Section 25. Non-Commercial Livestock and Poultry. Rabbits, poultry, swine, and other livestock raised for non-commercial purposes, including a 4-H, FFA, and vocational agricultural projects, for personal use, shall be allowed only if maintained at least fifty feet (50') behind the back wall of the main residence in a fenced or penned area and located no less than sixty feet (60') from any Lot line. The number of livestock and pets on the property shall not exceed four (4), excluding hens.

Section 26. Crops. Raising of crops on any Lot is permitted.

Section 27. Dogs and Cats. Dogs and cats are permitted upon a Lot subject to the limitation identified in Sections 24 and 25 above. Dogs and cats shall not be allowed to roam freely and must be confined within a building or fenced area.

Section 28. Firearms. No pistol, rifle, shotgun, or any other firearms or explosives or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except for the protection of owners of the Lots and their property or the protection of animals from predators or to prevent nuisance varmints. Any discharge of firearms, as allowed herein, must be made in a lawful manner.

Section 29. Drainage. Each Owner of a Lot shall not in any way interfere with the

established drainage pattern over his Lot from adjoining Lots or other Lots in the Properties. Any changes necessary in the established drainage pattern must be included on the Owner's plans and specifications when submitted to the Committee. Such drainage plans shall be subject to the Committee's approval. Each Owner agrees that he will take all necessary steps to provide for additional drainage of his Lot in the event it becomes necessary. Established drainage shall be defined as drainage that exists at the time the Declarant completes street construction. In the event of construction on any Lot, the Owner must provide a drainage plan to the Committee for approval. No pockets or low areas may be left on the Lot where water will stand following a rain or during normal yard watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or other such methods as approved by the committee. No obstruction of the creeks on the Property shall be permitted. Construction of ponds, driveways, and buildings shall be done in such a manner that water shall not be caused to pool on any other Lot. Culverts installed by the Owners of Lots from a road within the Subdivision to their driveways shall be reinforced concrete, or corrugated steel and shall have a minimum diameter of eighteen inches (18") and meet requirements as set out on the recorded plat of Childress Ranch Estates then in effect and specifications required by Washington County or any other governmental entity, as may be applicable to Childress Ranch Estates.

Section 30. Swimming Pools. No swimming pool may be constructed on any Lot without the prior written consent of the Committee. Plans and specifications for the proposed pool shall be submitted to the Committee including a plot plat showing the location and dimensions of the pool and related improvements together with the plumbing and excavation disposal plan. Excavation required for swimming pools shall be hauled from the site to a place outside of Childress Ranch Estates, unless used as fill on the same lot; or on another lot within, by agreement with that other lots owners. The Board shall have the right to adopt rules or policies regarding pool enclosures.

Section 31. Clothes Drying Facilities. Outside clotheslines or other facilities for drying clothes or airing clothes shall not be erected, placed, or maintained on any Lot unless they are concealed in such a manner so as to not be visible from the streets.

Section 32. Playground Equipment and Basketball Goals/Hoops. Playground equipment shall be placed behind or beside the Residential Dwelling. No tether pole, play net, tents or any other recreational facility shall be permanently erected in front of any residence without the prior written approval of the Committee. Temporary placement of such items is permitted so long as such placement does not exceed more than forty-eight (48) hours during any seven (7) day period. One (1) trampoline shall be permitted per Lot. With the prior written consent of the Committee, basketball goals, hoops, backboards and nets shall be permitted; provided, however, in no event shall such structure be allowed in the area between the front of the dwelling and the street adjacent thereto.

Section 33. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to maintain, during the period of construction and sale of Lots within the Subdivision, upon

any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots.

Section 34. Septic Systems and Water Wells. Prior to occupancy of a residence any livable building located on a Lot, there shall be constructed and installed on the Lot a septic tank and soil absorption system in accordance with the specifications for the same, as established by applicable law, including the laws of the State of Texas and the rules and regulations of Washington County, Texas. Such septic tank and soil absorption system shall be regularly maintained; but if such septic system, even though in compliance with the required specifications, but still emits foul or noxious odors or unsafe liquids onto streets, ditches or any part of the Property, such system shall be modified to eliminate such foul or noxious odors or unsafe liquid. When a water well is drilled, it shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas.

Section 35. Seasonal Decorations. A Lot and/or the improvements thereon may be decorated with seasonal decorations provided that the seasonal decorations are not placed on the Lot within 30 days prior to the holiday and are removed within 30 days after the holiday.

Section 36. Additional Guidelines and Policies. The Board of Directors shall have the right to adopt guidelines and policies to regulate improvements regulated in the Texas Property Code. Such guidelines and policies may include, but are not limited to, a roofing policy, religious display policy, rainwater barrel policy, solar device policy, generator policy, flag policy, lot combination policy, and xeriscaping policy,

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Improvement Plan. No improvements shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvements have been approved in writing by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such other information as may be deemed pertinent, shall be submitted to the Committee or its designated representative prior to commencement of construction. The Committee may charge a reasonable fee to cover the administrative expense of its review and comment, such fee to be payable to the Architectural Control Committee. A form survey prepared by a registered surveyor in the State of Texas shall be submitted to the Committee prior to pouring the foundation of any building or other improvement that is to be erected, placed or altered on any Lot.

Section 2. Committee Membership. The Declarant, in its sole discretion and for so long as the Declarant owns one (1) or more Lots, shall appoint the members of the Committee which will consist of a minimum of three (3) members, none of whom shall be required to be residents of Childress Ranch Estates. The Committee shall and will act independently of the Association. Any two (2) of the members of the Committee shall have the full authority

and power to act for the Committee. No member of the Committee or its designated representatives shall be entitled to any compensation for services performed pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee. A majority of the Committee may designate one or more representatives to act for it and such representatives shall have the full right, authority, and power to carry out the functions of the Committee.

Section 3. Replacement. Any member of the Committee may be removed, with or without cause, by the Declarant. In the event of death or resignation of any member or members of said Committee, the Declarant shall appoint its successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plat plans submitted or to designate a representative with like authority. In the event the Declarant fails to appoint successor members, the Board shall make such appointments. Upon the sale of the last Lot owned by the Declarant, the Board shall succeed to all rights of the Declarant as to appointment and removal of the Committee under this Article.

Section 4. Minimum Construction Standards. The Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and may be amended from time to time. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision. No building, fence, wall, or other structure or improvement of any nature shall be placed, constructed, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of external design, coloration, and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, color scheme, and materials of the proposed improvements or alterations.

Section 5. Committee Approval. Any approval or disapproval by the Committee or its designated representatives on any of the above matters shall be in writing and either conveyed in person or U. S. Mail, postage prepaid. In the event said Committee or its designated representatives fail to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed disapproved. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the Committee shall approve a request for variance, the

Committee may evidence such approval, grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by majority of the then members of the Committee. If any such variances are granted, no violation of the provisions hereof shall be deemed to have occurred with respect to the matter for which the variance is granted; however, the granting of a variance shall not operate to waive any of the provisions hereof for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Subdivision Plat. Failure by the Committee to respond within sixty (60) days to a request for a variance shall operate as denial of the variance.

Section 6. Disclaimer. No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans specifications will result in a properly designed structure or satisfy any legal requirements. Further, no person exercising any prerogative of approval or disapproval by the Committee shall incur any liability by reason of the good faith exercise thereof.

Section 7. No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

Section 8. Non-Liability for Committee Action. No member of the Committee, the Association Board of Directors, their successors or assigns, or the Declarant shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee. The Committee's approval of any improvement shall not imply approval of the improvement from the standpoint of safety, whether structural or otherwise, or a determination of compliance with building codes or other governmental laws or regulations.

ARTICLE V CHILDRESS RANCH HOMEOWNERS ASSOCIATION, INC.

Section 1. Organization. The Association shall be organized as a non-profit corporation or other entity under the laws of the State of Texas. The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare to the Members, to collect the assessment charges, to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep and protection of the common areas and

facilities of the Subdivision and such other purposes as are stated in the certificate of formation or other governing document of the Association which shall be consistent with the provisions of the Declaration, Plat of Childress Ranch Estates, and supplements and amendments to the Declaration and Plat of Childress Ranch Estates. The Board may adopt rules and regulations for the Property as it deems appropriate and consistent with the Restrictions.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Subdivision, through judicial or non-judicial foreclosure, shall be a Member of the Association.

Section 3. Board of Directors. The Association shall act through a Board of Directors who will manage the affairs of the Association as specified in the Bylaws of the Association. The Declarant shall name and select the initial members of the Board of Directors.

Section 4. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision and they shall be as follows:

(a) Class A. All Owners other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors. When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine. No cumulative voting shall be permitted.

(b) Class B. Class B Members shall be the Declarant, and for such Lot owned it shall be entitled to ten (10) votes per Lot on each matter coming before the Members at any meeting or otherwise. . All Class B Membership with respect to the Subdivision shall cease and be automatically converted into Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (i) When the total number of votes entitled to be cast by the Class A Members, with respect to the Subdivision, at any meeting of the Members or otherwise, equals the total number or votes entitled to be cast by the Class B Member, with respect to the Subdivision;
- (ii) January 1, 2043; or
- (iii) At such earlier time as the Class B Member, in its sole discretion,

shall elect.

(c) Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the twentieth (20th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Washington County, Texas, whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

ARTICLE VI ASSESSMENT CHARGES

Section 1. Childress Ranch Estates - Assessment. Commencing with the year beginning January 1, 2024, and each year thereafter, each Member shall pay to the Association an annual maintenance assessment in such amount as set by the Board of Directors, at its annual meeting next preceding such January 1, 2024, and each successive January 1 thereafter.

Section 2. Rate. Subject to the provisions of this Article VI, the rate of annual maintenance assessments may be increased by the Board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year. An increase in the rate of the annual maintenance assessments as authorized herein in excess of twenty percent (20%) of the preceding year's annual maintenance assessments must be approved by a majority of the Members. When the annual maintenance assessment is computed for all Lots, all or a portion of such annual maintenance assessment shall be payable to the Association by the Member according to the status of the Lot owned by such Member as follows:

(i) As to a Lot owned by a Class A Member, the full annual maintenance assessment shall be payable.

(ii) As to a Lot owned by a Class B Member, no assessments shall be paid or required.

Notwithstanding the foregoing for a period of twenty (20) years after the date hereof or until the expiration of the Development Period, whichever occurs first, at Declarant's option, Declarant shall not be required to pay any assessments with respect to any Lot owned by Declarant which has not been improved with a completed dwelling structure thereon; provided, however, that in the event Declarant elects not to pay any such assessments during such period for so long as Declarant is the Owner of any Lot, Declarant may subsidize the Association to the extent, determined by budgets approved by the Association to be necessary to cover all net operating losses incurred by the Association in the operation or maintenance of the Properties, but Declarant shall not be required to subsidize the Association in an amount in excess of the assessments which Declarant would otherwise have been required to pay hereunder. If Declarant subsidizes the Association, all of such

excess amounts shall, at the option of Declarant, constitute loans from Declarant to the Association which shall be payable by the Association to Declarant on demand, but shall not accrue interest. After the expiration of such period, Declarant shall be required to pay assessments in accordance with the provisions hereof, but Declarant shall not be required to subsidize the Association in an amount in excess of the assessments which Declarant would otherwise have been required to pay hereunder.

The initial annual maintenance assessment chargeable against Lots, excluding those owned by Declarant, is \$1,500.00 per year.

The Board of Directors may provide that annual maintenance assessments shall be paid quarter-annually, semi-annually or annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual maintenance assessments to be paid by each Member, and (iii) establish the date of commencement of the annual maintenance assessments. Written notice of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.

The annual maintenance assessments may include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Properties and/or for fulfillment of future obligations of the Association. All amounts collected as reserves, whether pursuant to Article or otherwise, shall be deposited in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments.

Section 3. Collection after Default by Purchase. It is specifically stated and agreed that any Lot sold to persons or entities by the Declarant by contract for sale of land, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manner and said Lot is repossessed, foreclosed or such contract canceled by Declarant, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such Lots from the Declarant. Nothing herein contained shall relieve the purchaser in default from whom the Lot was repossessed from his personal obligation to pay such delinquent charges, assessments and penalties to the Association.

Section 4. Special Capital Assessments and Special Individual Assessments.

(a) In addition to the annual maintenance assessments authorized in this Article, the Board of Directors of the Association may levy in any assessment year a special capital

assessment for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Properties, including the necessary fixtures and personal property related thereto (ii) maintaining' portions of the Properties and improvements thereon, or (iii) carrying out other purposes of the Association; provided, however, that any such special capital assessment levied by the Association shall have the approval of at least a majority of the Members. Any special capital assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors.

(b) The Board of Directors of the Association may levy special individual capital assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Properties and improvements thereto occasioned by the willful or negligent acts of such Owner or Owners and not ordinary wear and tear, or (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws of the Association or any rules or regulation promulgated hereunder. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association.

Section 5. Uniform Rate of Annual Maintenance Assessments and Special Capital Assessments. Other than as specifically set forth above for special individual assessments, both annual maintenance assessments and special capital assessments (excepting therefrom special individual capital assessments) must be fixed at a uniform rate for all Lots, and be payable as set forth herein.

Section 6. Date of Commencement of Assessments; Due Dates; No Offsets. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors to be the date of commencement and, except as hereinafter provided, shall be payable quarter-annually, semi-annually or annually, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided above as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under shall be fixed in the respective resolution authorizing such assessment. Annual maintenance, special capital and special individual assessments may be established, collected and enforced by the Declarant at any time prior to the incorporation of the Association. All assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

Section 7. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon no less than 48 hours notice, at such Owner's sole cost and expense, during normal business hours.

(b) Written notice of all assessments shall be delivered or mailed to every Owner at the address of the Lot owned by such Owner unless an alternate address is provided to the Association in writing specifically directing the Association where such notices are to be delivered. Each Owner is also required to provide the Association with the name of any tenant residing in the residence situated on the Lot owned by such Owner.

(c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

Section 8. Non-Payment of Assessment.

(a) Delinquency. Any assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate. In addition to the foregoing, if any assessment remains unpaid at the expiration of fifteen (15) days after the due date established by the Board, a late charge in the amount of \$25.00 may be assessed against the non-paying Owner for each month that any portion of any assessment remains unpaid. A service charge in the amount of \$25.00-\$35.00, plus any applicable bank charges or fees, shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of regular or special assessments.

(b) Lien. The unpaid amount of any assessment not paid by the delinquency date is and shall be, together with the late fees, interest, and the cost of collection thereof, including reasonable attorneys' fees, a continuing debt, secured by, and there is hereby impressed upon and created against each Lot, a lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such

Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such assessment. The Board shall have the power to subordinate the lien securing the payment of any assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such assessment to pay such assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such assessments or waive or otherwise escape liability for the assessments by non-use of the common areas or abandonment of his Lot.

To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Washington County, Texas.

(c) Remedies. The lien securing the payment of all assessments described herein shall attach to the Lot belonging to such non-paying Owner upon recordation of this Declaration with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the assessment there shall be added to the amount of any such assessment: (i) the interest provided in this Section, (ii) the costs of preparing and filing the complaint in such action, (iii) the reasonable attorneys' fees incurred in connection with such action, and (iv) any other costs of collection; and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided in this section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens.

(d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties shall, report to said mortgagee any assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such assessment.

(e) Notice to Owners. Notwithstanding anything to the contrary contained in this Declaration, before the Association may suspend an Owner's right to use common areas, file a suit against an Owner other than a suit to collect the regular maintenance assessments or any special assessment or foreclosure under a lien granted to the Association, charge an Owner for property damage or levy a fine for a violation of the restrictions or bylaws or rules of the Association, the Association or its agent shall give written notice to the Owner in accordance with Section 209.006 of the Texas Residential Property Owners Protection Act.

Section 9. Subordination of the Lien to Mortgages. The lien securing the payment of the assessments described herein shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter recorded against any Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All common areas.

Section 11. Estoppel Information from Board with Respect to Assessments. The Board shall upon demand at any time furnish to any Owner liable for an assessment, such Owner's agent, a title company or such title company's agent, a resale certificate signed by an officer or agent of the Association, setting forth whether said assessment has been paid and any and all other information requested and to which such parties are entitled under Section 207 of the Texas Property Code. The Association and/or its agent may charge a reasonable fee to assemble, copy, and deliver the information required by Section 207 of the Texas Property Code and may charge a reasonable fee to prepare and deliver an update of any resale certificate.

Section 12. Transfer Fees and Fees for Issuance of Resale Certificates. The Association may, at its sole discretion, enter into contracts with third parties to oversee the daily operation and management of the Association. These third parties may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a resale certificate. Transfer fees and fees for the issuance of a resale certificate are not refundable and may not be regarded as a prepayment of or credit against annual maintenance assessments or special capital assessments. This section does not obligate the Association or any third party to levy such fees.

**ARTICLE VII
GENERAL PROVISIONS**

Section 1. Term. This Declaration shall run with the land and shall be binding upon all parties and persons claiming under them for a period of forty (40) years from the date the Declaration is recorded at which time said Declaration shall be automatically extended for successive periods of ten (10) years each.

Section 2. Amendment. This Declaration may be amended at any time after the expiration of ten (10) years from the date hereof by the vote of sixty-seven percent (67%) of the then Owners of the Lots. Such amendment shall be incorporated in an instrument executed and acknowledged by the President and Vice President of the Association confirming the approval of sixty-seven (67%) of the Lot Owners and shall become effective when such instrument is duly filed for record.

Section 3. Enforcement. The Association, the Architectural Control Committee or any Lot Owner is authorized to prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any part of this Declaration and to prevent him or them from doing so and/or to recover damages or other dues for such violations. The Declarant also reserves the right to enforce these restrictions.

Section 4. Severability. Invalidation of any one of these restrictions by judgment or further court order shall in no way affect any of the other provisions.

Section 5. Merger and Subdivision of Lots. Upon application in writing by an Owner or Owners of adjoining Lots, the Committee may authorize the merger of adjoining Lots; provided, however, such merger or subdivision shall be in accordance with these Declarations, including provisions which may further regulate the merger or subdivision. No merger or subdivision of Lots shall be allowed unless approved by the Committee. The Committee's decision shall be final. Such plats and plans as may be necessary to show the merger of Lots shall be thereafter prepared at the expense of the requesting Owner or Owners, who shall additionally be responsible for all costs, including legal fees, associated with the merger or subdivision of such Lots. In addition, the side Lot utility easement, if any, must be abandoned or released in accordance with applicable law. The Committee may impose conditions for use of the merged or subdivided Lots as a condition precedent to granting approval of such a merger or subdivision. From and after the time a merger or subdivision of Lots is approved, such Lots shall, for all purposes, be considered Lots in accordance with their new boundaries.

Section 6. Development Period. A Development Period, as such term is described in the Texas Property Code, shall remain in effect until January 1, 2044. The Declarant may assign some, but not all, of its rights during the Development Period to the Board of Directors by written and signed instrument.

Section 7. Amendment by Declarant. During the time Declarant is the Owner of two (2) or more Lots, the Declarant may amend or change this Declaration without the joinder of any

Owner or any other party.

EXECUTED this 16th day of March, 2023.

CHILDRESS RANCH, LP

By:

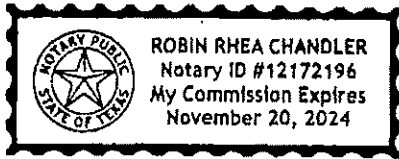


CURTIS R. JOSLIN, JR.,
GENERAL PARTNER

STATE OF TEXAS

COUNTY OF ^{Harris} WASHINGTON

BEFORE ME, the undersigned authority, on the 16th day of March, 2023, personally appeared CURTIS R. JOSLIN, JR., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was signed by him, as General Partner of CHILDRESS RANCH, LP, and that he executed the same as the act of such corporation for the purposes and considerations therein expressed, and in the capacity therein stated.



Robin R Chandler
Notary Public, State of Texas

Beth A. Pothornel
WASHINGTON COUNTY CLERK

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