AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WASHINGTON HEIGHTS AT CHAPPELL HILL

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF WASHINGTON §

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Washington Heights at Chappell Hill (this "**Declaration**"), dated as of October 13, 2022 the "**Effective Date**"), is made by AMELIA HOMES LLC, a Texas limited liability company ("**Developer**"), and amends and restates in its entirety the Original Declaration (as hereinafter defined).

RECITALS:

A. Developer is the owner of that certain tract of land known as "WASHINGTON HEIGHTS AT CHAPPELL HILL", a proposed subdivision of 104.712 acres of land, more or less, situated in the William Munson League, Abstract 90, the Simon Miller Survey, Abstract 88, and the Gibson Kuykendall League, Abstract 71, Washington County, Texas, being more particularly described by metes and bounds in Exhibit A attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as the "**Property**" or the "**Subdivision**").

B. Developer caused to be adopted, established, and imposed upon the Property that certain Declaration of Covenants, Conditions and Restrictions for Washington Heights at Chappell Hill dated as of October 3, 2022, a copy of which was filed of record in Volume 1862, Page 460 of the Official Public Records of Washington County, Texas (the "**Original Declaration**"). The Original Declaration has not been amended or modified prior to the date hereof.

C. Developer, as sole owner of the Property has the right and authority to enter into and make this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Washington Heights at Chappell Hill.

NOW, THEREFORE, Developer hereby adopts, establishes and imposes this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Washington Heights at Chappell Hill upon the Property and declares that the Property and all portions thereof are and shall be held, transferred, sold, conveyed and occupied subject to such reservations, easements, restrictions, covenants and conditions, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, all of which will run with the Property and be binding upon all parties having or acquiring any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner (hereinafter defined) thereof.

ARTICLE I
DEFINITIONS

Section 1.01 "Annexable Area" shall mean and refer to any additional property adjacent to or in the proximity of the Property which the Developer may wish to make subject to this Declaration pursuant to the provisions set forth herein.

Section 1.02 "Association" shall mean and refer to Washington Heights at Chappell Hill Property Owners' Association, Inc., a Texas non-profit corporation, its successors and assigns, which shall have jurisdiction over all real property encumbered by this Declaration, as it may be amended from time to time.

Section 1.03 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.04 "Budget" shall have the meaning set forth in **Section 6.02**.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase Lots to build speculative or custom homes or Model Homes thereon for sale to third-party purchasers.

Section 1.06 "Committee" and/or "**ARC**" and/or "**Architectural Review Committee**" shall mean and refer to the architectural review committee established for the Property as set forth in **Article IV** below, which shall initially, and during the Development Period, be controlled by the Developer.

Section 1.07 "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Association, if any, for the common use and enjoyment of the Owners, and those areas, if any, designated by Developer to be conveyed by deed or easement to the Association.

Section 1.08 "Composite Building Site" shall have the meaning ascribed to such term in **Section 3.02**.

Section 1.09 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.10 "Control Transfer Date" shall have the meaning ascribed to such term in **Section 4.02(b)**.

Section 1.11 "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Washington Heights at Chappell Hill.

Section 1.12 "Detention Access Easements" shall mean those easements within the Subdivision and shown on the plat created for the purpose(s) set forth in **Article II**.

Section 1.13 "Detention Areas" shall mean those areas located in the Subdivision and shown on the Plat which are established for the purpose of collecting and temporarily storing stormwater and other drainage from the Lots, roadways and other areas within the Subdivision. The Detention Areas also include the areas adjacent thereto for the construction, installation, operation, maintenance, repair, and replacement of wells, electrical meters/boxes and related facilities serving such Detention Areas.

Section 1.14 "Developer" shall mean and refer to AMELIA HOMES, LLC, and its successors and assigns to whom rights and powers reserved herein to Developer are expressly conveyed or assigned in writing and recorded in the Official Records but shall not include any person or entity merely purchasing one or more Lots, or portions thereof, from Developer, unless rights and powers of Developer are specifically conveyed or assigned. Developer's rights are personal to Developer, may be conveyed or assigned to any Person, in whole or in part, without the requirement that such Person be an Owner, and Developer's approval rights may be granted or withheld for any reason or no reason, in Developer's sole discretion and may be granted with any conditions established by Developer, its successors or assigns. In the event Developer's rights are allocated among more than one Person, the Person to whom the express rights of "Developer" under this Declaration are assigned, even if subject to limited rights previously assigned to others, shall be "Developer" for the purposes of this Declaration.

Section 1.15 "**Development Period**" shall have the meaning set forth in **Section 7.01**.

Section 1.16 "Drainage Easements" shall mean those easements within the Subdivision created for the purpose(s) set forth in **Article II**.

Section 1.17 "Drainage Easement Areas" shall mean those areas located in the Subdivision and shown on the Plat which are established for the purpose(s) set forth herein.

Section 1.18 "Easement" and "Easements" shall mean, individually and/or collectively, the Detention Access Easement, Drainage Easements, Emergency Access Easement, Landscape Easements, Pedestrian Easements, Monument Easements, Utility Easements, and other easements within the Subdivision created in the Plat, by Developer, and/or otherwise hereunder and from time to time as permitted herein for the purposes expressed herein and herein for the use and enjoyment of one or more Owners.

Section 1.19 "Emergency Access Easement" shall mean that easement within the Subdivision created for the purpose(s) set forth in **Article II**.

Section 1.20 "Emergency Access Easement Area" shall mean that area located in the Subdivision and shown on the Plat which is established for the purpose(s) set forth herein.

Section 1.21 "Landscape Easement" shall mean those easements within the Subdivision created for the purpose(s) set forth in **Article II**.

Section 1.22 "Landscape Easement Areas" shall mean those areas located in the Subdivision and shown on the Plat which are established for the purpose(s) set forth herein.

Section 1.23 "Landscaping" shall mean plants, such as but not limited to grass, vines, ground cover, trees, shrubs, flowers, mulch and bulbs; rocks; landscape edging; water features; berms; walkways; hardscape; lighting in landscaped areas; irrigation systems and related landscape improvements and materials.

Section 1.24 "Living Area" shall mean and refer to the area computed using exterior dimensions of the entire living area of a residence that is heated and cooled; e.g. both floors of a two-story residence, excluding attic, garage, basement, breezeway or porch.

Section 1.25 "Lot" shall mean and refer to any plot of land identified as a Lot on the Plat of the Subdivision. No Lot may be re-subdivided without the prior written consent of the Developer or Association.

Section 1.26 "Maintenance Charges" shall mean the regular annual charge levied against each Owner as described in **Article VI**.

Section 1.27 "Member" shall mean an Owner, as defined in this Article, provided there shall be only one Member for any Lot owned by more than one Person.

Section 1.28 "Model Homes" Refers to a fully constructed and completed home used to market and sell its homes in the surrounding area.

Section 1.29 "Monument Easement" shall mean those easements within the Subdivision created for the purpose(s) set forth in **Article II**.

Section 1.30 "Monument Easement Areas" shall mean those areas located in Lots 1 and 52 of the Subdivision, and shown on the Plat, which are established for the purpose(s) set forth herein.

Section 1.31 "Official Records" shall mean the Official Public Records of Washington County, Texas, for the recording of real property documents, as designated by the County Clerk or Commissioner's Court of such County from time to time.

Section 1.32 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.

Section 1.33 "Pedestrian Easements" shall mean those easements within the Subdivision created for the purpose(s) set forth in **Article II**.

Section 1.34 "Pedestrian Easement Areas" shall mean those areas located in the Subdivision and shown on the Plat which are established for the purpose(s) set forth herein.

Section 1.35 "Person" shall mean any natural person, corporation, limited liability company, partnership, trust or other legal entity.

Section 1.36 "Regulated Modification" shall mean and refer (without implication that any matter contained in this definition is permitted or prohibited by the terms of this Declaration) to the commencement, placement, construction, reconstruction or erection of or modification, alteration, or addition to, any building, structure, improvement, thing or device, and any usage thereof, whether temporary or permanent, excluding such matters and activities conducted wholly within the interior or a residence which does not affect the exterior appearance of the residence, structure or improvement, including (but not limited to) by way of illustration:

(i) Any residence, building, garage, outbuilding, porch, shed, greenhouse, gazebo, pergola, outdoor kitchen, covered or uncovered patio or deck, swimming pool, hot tub, radio or television or any other antenna, satellite dish, microwave and similar systems, fence, wall, screening device or improvement, curbing, paving, wall, landscaping of any kind, fountains, statuary, lighting, signs, forts, zip lines, play structures, other temporary or permanent modifications or alterations;

(ii) Any change to the design or appearance of the exterior of any residence or garage upon any Lot, or to any other approved outbuilding, including without limitation any change in the style, color grade or appearance of exterior brick or cladding, siding, shingles or other roof material, windows, doors, garages doors, external lighting, or other visible exterior features on a Lot;

(iii) Any demolition of a residence; garage or outbuilding upon any lot, (demolition must be approved by the ARC under Article IV herein);

(iv) Any excavation, fill, ditch, diversion, dam, drainage system, berm, pond, paving, hardscape or other thing, device or system which effects or alters the flow of surface or subsurface waters to, from, upon, across, or under any Lot or any other portion of the Subdivision.

Section 1.37 "Restrictions" shall mean the reservations, easements, restrictions, covenants and conditions adopted, established, and imposed upon the Property pursuant to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Washington Heights at Chappell Hill.

Section 1.38 "Utility Easements" shall mean those easements within the Subdivision created for the purpose(s) set forth in **Article II**.

Section 1.39 "Utility Easement Areas" shall mean those areas located in the Subdivision and shown on the Plat which are established for the purpose(s) set forth herein.

Section 1.40 "Washington Heights at Chappell Hill" shall mean and refer to this Property and any Annexable Area hereafter made subject to the terms of this Declaration, if any.

Other terms used in this Declaration may be defined in various provisions of this Declaration.

ARTICLE II
EASEMENTS, RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Map of the Property. The Plat of the Subdivision dedicates for use as such, subject to the limitations as set forth therein and herein, the roads, streets and Easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All Easements, dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded in the Official Records, shall be incorporated herein and made a part hereof and shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer or any Owner conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer, subject to the provisions of **Section 3.02** for Composite Building Sites, reserves for public use the Utility Easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Official Records, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All Utility Easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Lots; provided the same do not materially interfere with or impair the use of the Utility Easements for their express purposes. The Developer, for itself and on behalf of the Association, further expressly reserves the right, but does not have the obligation, to enter upon any Lot for the purpose of improving, constructing or maintaining any natural drainage pattern, area or easement. Should any

utility company furnishing a service covered by the general Utility Easement herein provided request a specific easement by separate recordable document, Developer and/or the Association, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or any Utility District serving the Subdivision shall have the right to enter upon any Utility Easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer, the Association nor any utility company, water district, political Subdivision or other authorized entity using the Easements herein referred to shall be liable for any damages done by them or their assigns, agents, or employees, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements.

(a) It is expressly agreed and understood that the title to the Lots conveyed by Developer by contract, deed or other conveyance shall be subject to those Easements affecting same (including, without limitation, those for roadways, detention, drainage, emergency access, pedestrian access, landscaping, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes) and other Easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Developer may convey title to said Easements to the public, a public utility company or the Association.

(b) The Developer (prior to the expiration of the Development Period) and the Association (after the expiration of the Development Period), by vote of its Board of Directors, without necessity of obtaining consent from any Owner, shall have the right to grant, dedicate, reserve or otherwise create, at any time or from time to time, additional Easements for public, quasi-public or private utility purposes, including without limitation gas, electricity, telephone, sanitary or storm, cable television and similar services, along, over, above, across and under the Subdivision and/or any Lot (regardless of ownership at the time of the granting of the Easement) expressly including and not limited to any side of any Lot (front, side or back); provided such additional Easement(s) shall not be located in such manner as to encroach upon the footprint or foundation of any then existing building (including any residence) or any swimming pool. Any such Easement shall not be effective unless and until notice thereof is filed in the Official Records. Title to any Lot may not be held or construed in any event to include title to any Easement established by this **Section 2.03** or title to any utility improvement constructed or placed in the Easement.

(c) Easements established or obtained pursuant to this **Section 2.03** may not, once established or obtained, be adversely affected by any subsequent amendment of this Declaration. The foregoing does not limit the subsequent abandonment or other modification of easement rights in accordance with applicable instruments covering any easement, by consent or agreement of the impacted parties.

Section 2.04 Utility Easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat and/or by separate recorded easement documents. Utility Easements on side lot lines may be eliminated and canceled along adjoining Lot lines in a Composite Building Site in accordance with **Section 3.02** hereof.

(b) No building, swimming pool bowl or other structure or Regulated Modification shall be located over, under, upon or across any portion of any Utility Easement. The deck and/or patio area adjacent to a swimming pool may encroach over, under, upon or across any portion of any Utility Easement with prior written consent from the applicable utilities. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, walkways, fences, and similar improvements across any Utility Easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, walkways, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of

installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

(c) The Owner of each Lot hereby indemnifies and holds harmless Developer, the Association, and public utility companies having facilities located over, on, across or under Utility Easements from any loss, expense, suit or demand resulting from death, injuries to persons or damage to property in any way occurring, incident to, arising out of or in connection with said Owner's installation, maintenance, repair or removal of any permitted improvements located within Utility Easements, expressly including where such death, injury or damage is caused or alleged to be caused by the sole or contributory negligence of such public utility, the Developer or the Association and their respective employees, officers, contractors, and agents.

Section 2.05 Roads and Streets. Subject to the terms and conditions of **Section 2.01** and this **Section 2.05**, the roads, streets, and rights-of-way in this Subdivision shown on the Plat are hereby dedicated, in addition to use as roadways, as Utility Easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Developer or the Association elects to install (or permit to be installed) in, across and/or under the Property from time to time.

Section 2.06 Drainage Easements/Detention Areas. The Drainage Easements are hereby reserved, granted, and created by Developer on, under, over and across the Drainage Easement Areas, the Detention Access Easements and the Detention Areas for the construction, installation, maintenance, repair, and replacement of stormwater and/or drainage pipes, connections and other related improvements (collectively, the "**Drainage Facilities**") for the purpose of conveying stormwater and other drainage from the Lots, roadways and other areas within the Subdivision to the Detention Areas. Upon completion and installation of such Drainage Facilities, the operation, maintenance and repair of the Drainage Easements, Detention Access Easements, Detention Areas, and such Drainage Facilities shall be the sole and exclusive responsibility of the Association, the cost of which shall be included in the Budget(s) and the Maintenance Charge to be paid by the Owners hereunder. Such maintenance shall include the removal of all accumulated silt from the Drainage Easements and the regrading of the Drainage Easements as may be necessary to maintain roadside drainage and prevent damage to the roadside. The Association shall have the right to enter upon any Lot herein for the purpose of operating and maintaining the Drainage Facilities in the Drainage Easements. Notwithstanding anything contained herein to the contrary, the Detention Access Easement Areas may be used by Owners and their guests for pedestrian access to/from Detention Areas.

Section 2.07 Emergency Access Easement. The Emergency Access Easement is hereby reserved, granted, and created by Developer on, under, over and across the Emergency Access Easement Area for the construction, installation, maintenance, repair, and replacement of a gate and paved roadway for emergency access to the Property from FM 1371 by fire, police, ambulance, and other emergency personnel only. The Emergency Access Easement shall not be utilized by Owners, or their guests, invitees, or contractors as a secondary entrance or exit to and from the Subdivision, except in the event of any emergency. Upon completion and installation of the Emergency Access Easement Area and the gate and roadway thereon, the operation, maintenance and repair of same shall be the sole and exclusive responsibility of the Association, the cost of which shall be included in the Budget(s) and the Maintenance Charge to be paid by the Owners hereunder.

Section 2.08 Landscape Easement. The Landscape Easement is hereby reserved, granted, and created by Developer on, under, over and across the Landscape Easement Areas for the installation. maintenance, removal, and replacement of Landscaping from time to time. The maintenance and repair of the Landscaping Easement Areas and the Landscaping shall be the sole and exclusive responsibility of the Association, the cost of which shall be included in the Budget(s) and the Maintenance Charge to be paid by the Owners hereunder.

Section 2.09 Pedestrian Easements. The Pedestrian Easements are hereby reserved, granted, and created by Developer on, under, over and across the Pedestrian Easement Areas for the construction, installation, maintenance, repair, and replacement of walking trails and related signage, if any, for pedestrian use only by Owners and their guests and invitees on, along, over, and through the Pedestrian Easement Areas. Upon completion and installation of such pathways, the operation, maintenance and repair of same shall be the sole and exclusive responsibility of the Association, the cost of which shall be included in the Budget(s) and the Maintenance Charge to be paid by the Owners hereunder.

Section 2.10 Monument Easement. The Monument Easement is hereby reserved, granted, and created by Developer on, under, over and across the Monument Easement Areas for the installation, operation, maintenance, repair, removal, and replacement of monument signage for the Subdivision from time to time. The operation, maintenance and repair of the Monument Easement Areas and the monument signage thereon shall be the sole and exclusive responsibility of the Association, the cost of which shall be included in the Budget(s) and the Maintenance Charge to be paid by the Owners hereunder.

Section 2.11 Developer's Right to Grant Additional Easements Revise. Prior to the expiration of the Development Period defined in **Article VII**, Developer reserves the express right and grant such other and additional Easements on, under, above, across and over any Lot owned by Developer without necessity of approval, or consent of any owner, the Association, or any other party.

Section 2.12 Term of Easements. The term of the Easements created herein shall continue until terminated upon the earlier occurrence of either (i) the termination of this Declaration as permitted herein or (ii) the dedication by Developer or the Association of the Easement Area(s) to the use of the general public pursuant to which dedication the purposes thereof shall be preserved and maintained.

ARTICLE III
USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No residence shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling unit ("**Main Dwelling**") per each Lot or Composite Building Site to be used solely for residential purposes. Minimum square footage of living space for the Main Dwelling is **1,800 square feet**. Living space excludes porches and garages and must be built with new construction materials. As used herein, the term "**residential purposes**" shall be construed to prohibit the use of Lots for duplex houses, churches, condominiums, townhouses, or apartment houses; and no Lot shall be used for business, educational or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes with the exception of use as a Model Home pursuant to **Section 3.37** below. There shall be no workshops or barns constructed, erected, placed or permitted in the Subdivision. The term "**Main Dwelling**" does not include single or double wide manufactured or mobile homes, trailers, or any old or used houses to be moved on the Lot and the same are expressly prohibited and not permitted within the Subdivision.

All dwellings must be approved in writing by the Architectural Review Committee prior to being erected, altered or placed on the property and according to the guidelines adopted by the Committee. A Main Dwelling commenced on any Lot shall be completed as to exterior finish and appearance within six (6) months from the setting of forms for the foundation of said building or structure.

Occupancy of any Main Dwelling shall be limited to one (1) family, which shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit. It is not the intent of the Developer to exclude any individual from a dwelling who is authorized to so remain by any state or federal law. If it is found that this section, or any other section, of this Declaration are in violation of any law, then the prohibited section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

An Owner may maintain a home office in a dwelling so long as: (a) the existence or operation of the business activity does not involve persons coming onto the property who do not reside on the property, or door-to-door solicitation of residents of the property; (b) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the property; and (c) the existence or operation of the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the property, as may be determined in the sole discretion of the Board.

Garages: Each Main Dwelling shall have a fully enclosed garage for not less than two (2) cars or more than five (5) cars. Recreational vehicle Garages are permitted and if detached must meet Outbuilding specifications below. A carport is not an acceptable substitute for the garage

requirements herein, although the Committee may consider supplemental carports constructed of the same design, materials and colors as the residential structure and which is integrated with the residential structure (and not free standing). No carport shall be erected or permitted to remain on any lot without the express written approval of the Committee through the process described in **Article IV** of this Declaration.

Outbuildings: An "**Outbuilding**" is defined as any structure which is not attached to the main structure. This may include guest houses, pool houses, gazebos, greenhouses, arbors/pergolas, playhouses/forts, animal cages/runs, storage sheds/workshops, barns, barndominiums, recreational vehicle garages, or other similar structures. Outbuildings must be one hundred feet (100') from the front property line. If on a corner lot, outbuilding must also be fifty feet (50') from the side property line closest to the street. One or more outbuildings may be permitted per lot, if (a) it is situated in the rear yard; (b) it is partially concealed from the view of the public or adjacent property owners using vegetation of 45-gallon trees or bushes that are no less than 6 feet in height (excluding guest houses, pool houses, and recreational vehicle garages); and (c) the plans for the Outbuilding are approved in writing in advance by the Architectural Review Committee.

Section 3.02 Composite Building Site. Any Owner of one or more adjoining Lots may, with prior written approval of the Architectural Review Committee, consolidate such Lots into one building site, with the privilege of placing or constructing improvements on such resulting composite site, in which case the side set-back lines along the common lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Owners must submit for Composite Building Site only at the time of building. Fifty percent (50%) proration of assessments will be authorized when Composite Building Site approval is granted. Further, any Utility Easements along said common lot lines shall be eliminated and abandoned upon approval of a Composite Building Site provided such Easements are not then being used for utility purposes. Any such Composite Building Site must have a front building set-back line of not less than the minimum front building set-back line of all Lots in the same block and the Main Dwelling must cross at least one of the original common Lot lines. Following approval of a Composite Building Site, the site will be considered as one (1) Lot for purposes of voting rights in the Association and the Owner will pay a Maintenance Charge for each Lot to the Association.

Section 3.03 Location of the Improvements upon the Lot. No building of any kind shall be located on any Lot nearer to any side or rear property line, or nearer to any public road or waterway than as may be indicated on the Plat; provided, however, as to any Lot, the Architectural Review Committee may waive or alter any such setback line if the Architectural Review Committee, in the exercise of the Architectural Review Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a Lot. Any such waiver or alteration must be in writing and recorded in the Official Records. All dwellings constructed on the Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The main residential structure on any Lot shall face the front of the Lot towards the street or road, unless a deviation is approved in writing by the Architectural Review Committee. The Plat shows building line/setback lines for the Lots.

Section 3.04 Residential Foundation Requirements. All building foundations shall consist of either: (a) concrete slabs, or (b) piers and beams, with the entire building being skirted with brick or materials which match the outside of the building as may be approved by the Architectural Review Committee; provided, however, the Architectural Review Committee may approve a different type of foundation when circumstances such as topography of the Lot make it impractical to use one of the above foundations for all or any portion of the foundation of the building improvements constructed on the Lot.

All foundations are required to be engineered and designed by a licensed, registered engineer based upon appropriate soils information taken from the specific Lot in question as recommended by such engineer. However, at a minimum, soils borings and soils reports by a qualified soils engineer are required for all Lots prior to such engineer's design of the foundation. The Lot Owner/Builder shall perform a sufficient soil investigation to determine proper slab design and sufficient structural integrity and approval of any plans by the Committee and/or Developer is not a warranty or representation as to the adequacy of the foundation design for the intended construction.

The residential foundation plans to be used in the construction of the Main Dwelling must be submitted to the Committee along with the plans and specifications for the residence as provided in

Section 4.01. All foundation plans must be signed, sealed, and dated by the engineer designing said foundation plans. The Committee and/or Developer shall rely solely upon Owner/Builder's engineer as to the adequacy of said foundation design when issuing architectural approval of the residence to be constructed. No independent evaluation of a foundation plan will be made by the Developer or the Committee. The Committee's sole function as to foundation plans are to determine if the plans have been prepared by a licensed registered engineer, as evidenced by the placement of an official seal on the plans.

The Owner/Builder shall establish and construct the residence and garage slab elevation sufficient to avoid water entering into the Main Dwelling and garage in the event of a heavy rain. A special drainage structure, as recommended and designed by a licensed engineer or other person on behalf of the Owner, is recommended wherein the slab elevation is lower than the road ditches.

The granting of approvals of foundation plans and the Main Dwelling and garage slab elevation shall in no way serve as a warranty or representation by Developer of the Committee as to the quality of the plans and specifications and/or that the Main Dwelling shall be free from flood damage from rising or wind-driven water or the flow of surface water from other locations within the Subdivision and in no event shall the Developer, the Committee or the Association have any liability as a result of the Committee's approval or disapproval of any improvement.

Section 3.05 Type of Construction, Materials and Landscaping.

(a) Main Dwellings shall be a minimum of thirty percent (30%) masonry construction or its equivalent, excluding windows, on its exterior wall area, unless another type of material is approved in writing by the Committee (stucco, stone, cultured stone and brick are considered masonry; Hardi-Plank, Smart Siding or other fiber cement-based products are not considered masonry). No log siding shall be used on exterior of any dwelling. Log homes that meet the fifty percent (30%) masonry requirement are permitted. The roof of any dwelling shall be constructed of either 30/40-year composition shingles, copper, tile, slate, metal (excluding corrugated) or other material approved by the Committee and according to the guidelines adopted by the Committee, prior to construction. All roofing material must be applied in accordance with the manufacturer's specifications. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in the Main Dwelling.

(b) Landscaping. All Lots must be landscaped within six (6) months of completion of the Main Dwelling. The landscape layout and plans must be approved by the Architectural Review Committee, at least thirty (30) days prior to the final grade of the Main Dwelling. Landscaping of the front and back yards shall be a well-designed balance of mature trees, shrubs and lawn grass around the perimeter of each dwelling. Trees shall be a minimum of thirty (30) Gallon in size. All landscape improvements must be irrigated by an irrigation system, which may include a rain harvesting system. While low-water-requirement turf products may be considered by the Architectural Review Committee, desired turf products include Buffalo, Blue Grama, Zoysia, St. Augustine and Bermuda Grass. No artificial vegetation and/or plantings will be permitted on any portion of the property. All exterior landscape lighting must be approved by the Architectural Review Committee except for traditional holiday decorative lights, for commonly recognized holidays, which may be displayed only for the month during which the holiday occurs.

(c) Summer/Outdoor Kitchen Structures. Such improvements may be permitted in accordance with Summer/Outdoor construction specifications as adopted, amended, altered and repealed from time to time, by the Architectural Review Committee and approved by the Board of Directors. Summer/Outdoor Kitchens are defined as structures open to the air on at least two (2) sides that are freestanding and have built-in appliances. The structure must be in harmony with the Main Dwelling in terms of material, construction, roofing and color. The structure must be approved by the Architectural Review Committee and comply with all building setback lines and may not encroach in any utility easement.

Section 3.06 Driveways. All driveways must have an apron constructed of concrete, where the driveway meets the road. At a minimum, said concrete apron must reach the utility easement on the Lot. The remainder of the driveway must be made of concrete, asphalt, or Permeable Interlocking Concrete Pavers (PICP). Developer encourages the use of pervious cover driveways, such as PICP. Additional driveways to outbuildings may be constructed of concrete, asphalt, PICP, or crushed rock. Driveways shall be completed within six (6) months from the setting of forms for the foundation of Main Dwelling, Outbuildings, Garages or other or structures permitted hereunder. Some Lots in the Subdivision may require culverts to be constructed. If the topography requires a

culvert under the driveway, then it must be concrete and include concrete or masonry headwalls. Culvert designs must be approved by the ARC. Should Developer or Association need to remove, replace, correct, repair or modify any culvert Developer or Association shall have the right to undertake such work and the Owner of such affected Lot shall reimburse Developer or Association for all costs. All driveways must be no less than fifteen feet (15') from the edge of the property to not encroach into side build lines. Driveways will not be built over each lot's side building lines as noted in **Section 3.03**.

Section 3.07 Address Numerals. All assigned address numbers shall be prominently displayed and easily seen from the road and be made of masonry.

Section 3.08 Use of Temporary Structures and Sales Offices. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently without the written authorization from Developer or the Board. Developer reserves the exclusive right to erect, place and maintain such facilities and signage in or upon any portion of the Subdivision owned by Developer as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

Section 3.09 Water Supply. Developer has not contracted with a third-party for the installation of a central water system for the Subdivision. All residential dwellings in this Subdivision shall be served by private fresh water well systems to be installed, operated and continuously maintained by the respective Owner(s) in accordance with all applicable governmental requirements. All water wells shall be private systems installed and used at the property owner's expense. Cisterns are permitted for all household and irrigation purposes.

Section 3.10 Electric Utility Service. Prior to beginning any construction on a Lot, each Lot Owner, at his expense, shall be required to install electric service lines from the transformer or source of feed to the meter location on said Lot. Further, each Lot owner may expect to pay a charge for connection to such electric utility service, and the owner is obligated to contact the electric utility company providing service to the Subdivision to determine the amount of such charge and make arrangements for the installation of said electrical service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility service furnished to Owner's Lot.

Section 3.11 Outside Toilets Prohibited. No outside, open, or pit type toilets will be permitted in this Subdivision unless approved during construction.

Section 3.12 Walls, Fences and Hedges. Walls and fences must be approved by the Committee prior to construction. Fences may not extend into Drainage Easements in the side or rear of each Lot. No wall, fence, planter or hedge shall be erected, planted or maintained outside of the lot lines of a Lot.

I. **Non-Privacy Fencing** – May include wrought iron, split rail, hog wire or similar style.

II. **Privacy Fencing** – Must be masonry and may include stone, brick, or stucco no taller than five feet (5') in height. Privacy fencing must be no closer than ten feet (10') from the front corners of the home unless approved by the ARC. Privacy Wood Fencing is not permitted. Fences may NOT encroach the Public Utility Easement (PUE).

III. **Pool Fences** – If a lot with a pool does not have a perimeter fence around it, then the pool area must be fenced with a non-privacy fence as described above and approved by the Committee.

IV. **Prohibited Fence materials**:
1. Synthetic Materials
2. Electric
3. Vinyl
4. Barbed wire
5. Chain link
6. Other materials may be added to this list at the Architectural Review Committee's discretion.

Owner may obtain permission from the Committee to construct a cage, kennel or dog run out of chain link fence, provided any such outside cage, kennel, shelter, concrete pet pad, run, track or other building, structure or device directly or indirectly related to animals can only be potentially viewed by other neighbors or from the roadway. Such improvement must be approved as to materials, size and location by the Architectural Review Committee and may be denied in its sole and absolute discretion.

Driveway entrances may be constructed of masonry columns, ornamental iron or similar materials in harmony with the Main Dwelling on said Lot as may be approved by the Architectural Review Committee. The Owner of any Lot upon which the Developer may have constructed a fence shall be responsible for the maintenance and repair of said fence.

Further, no fences shall be constructed within or across any drainage easement as shown on the Plat of the Subdivision or within or across any drainage easement referenced on the Plat. For the purposes hereof, the drainage easements include the drainage easements shown on the Plat, and all drainage which existed at the time that the overall grading of the Subdivision was completed by Developer. This is to ensure the Association has access to the rear or sides of these lots to maintain drainage easements.

Section 3.13 Prohibition of Offensive Activities. Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision, for model homes, and for home offices described in **Section 3.01** hereof. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the Subdivision. 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. Exterior patio speakers may be permitted on the rear of the Main Dwelling, but at no time are the exterior speakers permitted to become an annoyance or a nuisance to adjacent property owners. Without limitation, the discharge or use of firearms is expressly prohibited. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Activities expressly prohibited, include, without limitation, (a) the use or discharge of firearms, firecrackers or other fireworks within the Subdivision, (b) the storage of ammonium nitrate, flammable liquids in excess of five gallons (c) Garage Sales, bake sales, cook-offs, swap meets, or sale of other used personal property (unless organized by the Association) or (d) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion.

Section 3.14 Swimming Pools. No swimming pool may be constructed on any Lot without the prior written approval of the Committee. Each application made to the Committee shall be accompanied by two sets of plans and specifications for the proposed swimming pool construction to be done on such Lot, including a plot plan showing the location and dimensions of the swimming pool and all related improvements, together with the plumbing and excavation disposal plan, and landscape plan. The Committee's approval or disapproval of such swimming pool shall be made in the same manner as described in **Article IV** hereof for other building improvements. The Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool construction on said Lot to ensure that there is no erosion into Ponds or natural waterways. The swimming pool drain outfall shall be terminated through a concrete pad constructed flush with the slope of the ditch so as not to interfere with the maintenance or mowing of the ditch. The Swimming Pool may not be erected within any utility easement or cross any build lines.

Section 3.15 Excavation. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with ponds, the landscaping of or construction of improvements on such Lot.

Section 3.16 Trash and Care of Lots During Construction of Residence.

(a) No materials or trash hauled from the Lot may be placed elsewhere in the Subdivision or on land owned by Developer whether adjoining the Subdivision or not. Burning on the lots is strictly prohibited regardless of any governmental rules or regulations.

(b) All Owners, during their respective construction of a residence, are required to continuously keep the Lot in a reasonably clean and organized condition. A trash container is

required on Lot(s) during construction and papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the Lot. Failure to install a trash container/ dumpster during construction shall result in a fine against the property owner's account and shall be collectable as any other assessment. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot. It is recommended that a lockable container be placed on the Lot during construction for unused building materials.

(c) No trash, materials, or dirt is allowed in the street or street ditches. All Owners shall keep street and street ditches free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed by the Owner causing same without delay, not less frequently than daily. Erosion control fences must be used by an Owner to control silt from entering roadside ditches and drainage easements at the rear until grass is established. Failure to install erosion control fences during construction shall result in a fine against the property owner's account and shall be collectable as any other assessment.

(d) No Owner or Contractor may enter onto a Lot adjacent to the Lot upon which he is building for purposes of ingress and egress to his Lot before, during or after construction, unless such adjacent Lot is also owned by such Owner, and all such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building or waste materials during or after construction of building improvements by the Owner of an adjacent Lot.

(e) Unless otherwise approved by the Developer or the Committee, no trees shall be removed from any Lot except as may be required during the construction of the Main Dwelling on the Lot. No clear cutting of trees any on a Lot is permitted. Subsequent to the construction of the Main Dwelling on a Lot, no tree may be cleared or removed unless prior written permission is obtained from the Committee.

(f) All Builders, Owners and their Contractors shall be responsible for any damage caused to the roads, roadside ditches, and Easements during the construction of improvements on a Lot. Further, any Builder, Owner or Contractor shall be required to deliver to the Committee a damage deposit as may be determined by the Board of Directors prior to beginning construction of any dwelling or other building. This damage deposit shall be returned to the Builder, Owner or Contractor upon completion of said dwelling or other building provided the Association determines that no damage to the roads, ditches or easements was caused by said Builder, Owner or Contractor and no fines have been incurred as a result of failure to comply with these requirements. Further, any Builder, Owner or Contractor shall supply and maintain a portable toilet and trash bins for construction trash during the construction of a dwelling in the Subdivision. All Builders, Owners and their Contractors shall be responsible for keeping construction site free of debris and trash and a concrete clean out area must be provided by the builder. Concrete clean out in roadside ditches is prohibited.

Section 3.17 Inspections. An application fee, inspection fee and/or deposit may be determined by the Committee and must be paid to the Committee at such time as application for architectural approval is made to the Committee, which fee shall be used for an independent inspection and to defray the expense for before and after building inspections. In the event construction requirements are incomplete or rejected at the time of inspection and it becomes necessary to have additional building inspections, a fee, in an amount to be determined by the Committee, must be paid to the Committee prior to each building inspection.

Section 3.18 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish or landfill. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.19 Junked Motor Vehicles Prohibited. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with appliances, cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Review Committee.

Section 3.20 Signs. Except as authorized herein, no signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Review Committee, except:

(a) **For Sale or Standard Realtor Signs:** ONE (1) Association approved sign not more than twenty-four inches by thirty-six inches (24"x36") fastened to stakes in the ground and extending not more than three feet (3') above the surface of such Lot, advertising an Owner's dwelling for sale or rent, may be placed on such improved Lot;

(b) **Open House Signs:** Model Homes are permitted one monument that must meet the following requirements: constructed columns are to be all masonry, twelve inches by twelve inches (12"x12"); no taller than six feet (6'); placed no further than six feet (6') apart; the monument sign is not to exceed sixty inches by forty inches (60"x40"). Directional signage for builders is prohibited. The Developer may provide directional signage inside the development. Builders are prohibited from placing directional signs, flag signs, inflatables, balloons, or any other temporary sign in the subdivision with exception that they may place open house signs on the day of the open house.

(c) **School Spirit Signs** shall be permitted containing information about one or more children residing in the dwelling, the school they attend and the school activity, not more than twenty-four inches by thirty-six inches (24"x36"). No more than one sign per child is permitted;

(d) **Political Signs** may be erected upon a lot by the Owner of such dwelling advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs may not be erected more than thirty (30) days in advance of the election to which they are pertain and shall be removed within ten (10) days after such election; and

(e) **Security Signs/Stickers** may be displayed by an Owner of a commercial security or alarm company providing service to the dwelling so long as the sign is not more than twelve inches by twelve inches (12"x12") or the sticker if no more than four inches by four inches (4"x4").

There shall be no more than one sign per Lot (other than the permitted number of School Spirit Signs); no more than one sticker on any of the doors, and stickers on no more than one window per side of the Main Dwelling. Other than as permitted herein, no signs of any kind shall be permitted on unimproved Lots. Developer or any member of such Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.21 Livestock and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats or other common household pets of a reasonable kind and number (which may be determined by the Committee in its sole discretion) will be allowed on any Lot, provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. In no event shall such household pets be allowed to run loose in the Subdivision.

Section 3.22 Clearing of Lots. No lot shall be clear cut by any Owner or Builder. All Lots must maintain a twenty-foot (20') vegetation buffer at the rear. No tree in excess of six-inch (6") caliper may be removed without approval of the Architectural Review Committee, except a diseased, dying or damaged tree may be removed to protect the Main Dwelling and its occupants. Property owner/builder may remove any tree that lies within the footprint of the home, pool, driveway, or other ARC approved structure. Also, any tree within ten feet (10') of the home's foundation may be removed at the property owner's/builder's discretion.

Section 3.23 Drainage.

(a) Each Owner of a Lot agrees for himself, his heirs, legal representatives, successors and assigns that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision, that an Owner will not plant vegetation, including but not limited to any wildflowers, and he will make adequate provisions for the drainage of his Lot in the event it becomes necessary to change the established drainage over his Lot (which provisions for drainage shall be included in the Owner's plans and specifications submitted to the Committee and shall be subject to the Committee's approval). For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Subdivision, including landscaping of any Lot in the subdivision, was completed by Developer.

(b) Each Owner (including Builders), unless otherwise approved by the Committee, must finish the grade of the Lot so as to establish proper drainage of the Lot. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets; French drains in a stone creek; or by another method approved by the Committee. However, the drainage plan for such alternate drainage must be submitted to and approved by the Committee prior to the construction thereof. The Committee's sole function in reviewing drainage plans is to see if the drainage pattern has been or will be altered by the proposed construction and to make a determination if the Owner/Builder has graded or established drainage to handle potential flowing and rising water that may occur due to lot's improvements. Retaining walls or other methods of construction to control erosion and provide proper drainage are at the property owner's expense. If the proper measures are not taken to control erosion and provide adequate drainage, the Association and its contractors reserve the right to enter the Owner's property and correct the drainage by any means necessary as determined in the Committee's sole discretion. The Owner shall bear the cost of these repairs and shall reimburse the Committee for this work. The Committee may enforce this by a lien or any other enforcement method under these deed restrictions.

(c) All Owners and/or Builders shall comply with the National Pollutant Discharge Elimination Rules and Regulations applicable to their respective Lot(s) as required by EPA under the Water Quality Act of 1987 amending the Clean Water Act, as said laws, rules and regulations may be amended from time to time.

(d) The Association, Developer and the ARC shall have the right but not the obligation, to enter upon any Lot or Easement Area for the purpose of improving, constructing or maintaining the drainage facilities in the drainage easements shown on the Plat of the Subdivision. Without limitation, the Association may remove accumulated silt from the Drainage Easements and may regrade Drainage Easements as may be necessary to maintain roadside drainage and prevent damage to the roadside.

(e) Except as provided in **Section 3.24**, the Association will clean, mow, dredge, clear, regrade, repair or otherwise maintain the Drainage Easements in the Subdivision as shown on the Plat. The Association shall have the power to levy any necessary drainage assessment to pay for such work.

(f) As stated in **Section 3.12**, no fences shall be constructed within or across any Drainage Easement as shown on the Plat of the Subdivision or within or across any outside drainage easement referenced on the Plat. For the purposes hereof, the drainage includes the Drainage Easements shown on the Plat, and all drainage which existed at the time that the overall grading of the Subdivision was completed by Developer.

Section 3.24 Lot Maintenance. All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon (outside of natural vegetation areas) cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however, the burning of underbrush and trees solely during Lot clearing (which clearing has been approved in advance by the Committee) shall be permitted and the burning of leaves or other natural debris shall be permitted on Lots containing at least one (1) acre, provided such burning shall not exceed twice a year on any such Lot. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. All Owners shall perform necessary maintenance of their Lot, including, but not limited to the following:

(a) Prompt removal of all litter, trash, refuse, and wastes;

(b) Lawn mowing (outside of the natural vegetation areas);

(c) Tree and shrub pruning (outside of the natural vegetation areas);

(d) Keeping exterior lighting and mechanical facilities in working order;

(e) Keeping lawn and garden areas alive, free of weeds, and attractive;

(f) Keeping parking areas, walkways and driveways in good repair;

(g) Complying with all government health and policy requirements;

(h) Repainting of improvements;

(i) Repair of exterior damage to improvements; and

(j) Repairing any damages done by Owner to the drainage easements and/or swales on their Lot.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or its designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Builder or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, to cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus a fee of $25.00 for each instance. Payment thereof shall be collected as an additional Maintenance Charge and shall be payable on the first day of the next calendar month.

Section 3.25 Exterior Maintenance of Building. In the event the owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or the Developer will give such owner written notice of such conditions. Thirty (30) days after notice of such condition to owner, and failure of owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these Restrictions, may at its sole discretion enter upon said premises, without liability, to do or cause to be done any work necessary to correct said situation. The owner thereof shall be billed for cost of necessary repairs, plus ten percent (10%).

All monies so owed the Association will be an additional Maintenance Charge and shall be payable on the first day of the next calendar month. These monies shall become an assessment against the Lot and collectable as any other assessment.

Section 3.26 Storage of Vehicles and Equipment. Without limiting the foregoing, the following restrictions shall apply to all Lots:

(a) No boat, jet-ski, aircraft, travel trailer, motor home, camper body, tractor, lawn equipment or similar vehicle or equipment (collectively, "**Vehicles and Equipment**") may be parked for storage in the front of any dwelling or parked on any street in the Subdivision, nor shall any such Vehicles and Equipment be parked for storage to the side or rear of any dwelling unless completely concealed from public view. All recreational vehicles must be stored in garage of primary residence or Outbuilding. All boats so parked on any Lot must at all times also be stored in a garage. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for construction, maintenance or repair of a dwelling in the Subdivision;

(b) Trucks with tonnage in excess of one and one-half tons shall not be permitted to park overnight within the Subdivision except those used by a

builder during the construction of improvements in the Subdivision. No vehicle shall be permitted to park overnight on any Lot or street within the Subdivision except for those vehicles used by a builder during the construction of improvements on Lots or Common Areas in the Subdivision;

(c) No Commercial vehicle, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes shall be parked on any lots or Common Areas within the subdivision. Notwithstanding the foregoing, service and delivery vehicles may be parked on the property during the daylight hours for such period of time as is reasonably necessary to provide services or to make a delivery to the dwelling;

(d) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time; and

(e) No vehicles or similar equipment shall be parked or stored in an area visible from any Street except passenger automobiles, passenger vans, motorcycles and pick-up trucks that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas, and all such vehicles shall be parked in a driveway or garage and may not be parked in a yard.

Section 3.27 Views, Obstructions and Privacy. In order to promote the aesthetic quality of "view" within the Subdivision, the Committee shall have the right to review and approve any item placed on a Lot including, but not limited to the following:

(a) The probable view from second story windows and balconies and decks (particularly where there is potential invasion of privacy to an adjoining neighbor);

(b) Sunlight obstructions;

(c) Roof top solar collectors;

(d) Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes;

(e) Exterior storage sheds;

(f) Fire and burglar alarms which emit lights and sounds;

(g) Children playground or recreational equipment;

(h) Exterior lights;

(i) Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be a part of an otherwise approved landscape plan;

(j) The location of the Main Dwelling on the Lot;

(k) The location of satellite dishes and antennas; and

(l) Any Regulated Modification.

The following items are prohibited on any Lot (the "**Prohibited Items**"):

(i) Above ground swimming pools;

(ii) Window unit air conditioners;

(iii) Signs (except for signs permitted in Section 3.20 hereof;

(iv) Unregistered, unlicensed, inoperable or junked motor vehicles;

(v) Duplex houses or other structures designed for occupation by more than one family; and

(vi) Mobile homes, modular homes, pre-manufactured homes, or similar pre-fabricated residential structures of any kind.

Section 3.28 Outdoor Lighting Pollution. The Association recommends to follow the International Dark-Sky Association's (IDA) policy for outdoor lighting. In order to minimize the effects of light pollution, lighting should: (a) only be on when needed; (b) only light the area that needs it; (c) be no brighter than necessary; (d) minimize blue light emissions; and (e) be fully shielded (pointing downward). For information on lighting basics and IDA approved lighting products visit www.darksky.org.

Section 3.29 Antennas and Satellite Dishes. No electronic antenna or device for receiving or transmitting any signal other than an antenna for receiving normal television, marine signals, citizens band signals or cellular telephone signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the Committee. The Committee's decision shall be final.

No satellite dish may be maintained on any portion of any Lot outside the building lines of said Lot or forward of the front of the improvements thereon. A satellite dish may not exceed thirty-seven inches (37") in diameter and must be mounted as inconspicuously as possible to the rear of the home. However, in no event may the top of the satellite dish be more than two feet (2') above the roofline for roof mounted antennas or receivers. All dishes shall be of one solid color of black or earth tones of brown, grey, or tan. No multicolored dishes shall be permitted. Not more than two satellite dishes will be permitted on each Lot. No transmitting device of any type which would cause electrical or electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Association reserves the right to seek the removal of any device that was installed without first obtaining approval or any dish that violates these restrictions. The Committee may vary these restrictions only as is necessary to comply with the Federal Communications Act (the "Act") and the Committee may promulgate rules and regulations in accordance with the Act.

Section 3.30 Solar Panels. All Solar Panels installed shall be framed in such a manner so the structure members are not visible. The framing material shall be one that is in harmony with the rest of the structure. Architectural approval from the Committee is required prior to the installation of any solar panels. The Committee and Association reserve the right to seek the removal of any solar panel that was installed without first obtaining approval or for any solar panel that violates these restrictions. Solar panels shall be installed in a location not visible from the public street in front of the residence.

Section 3.31 Wind Turbines. Wind generators/turbines are allowed for individual house use. Approval of turbine will depend on location and size.

Section 3.32 Generators. Prior to installing a generator, the Lot Owner must submit the following to the Committee: (a) an application; (b) $100 review fee; (c) a survey with proposed generator location (generator may not encroach into the side or rear set-back lines); and (d) plans or drawings of equipment wall detail and/or landscape detail. If installation is proposed to be in an enclosed generator room, a full set of architectural drawings must be submitted to the Committee for review. Obtaining any necessary permits from Washington County is the responsibility of the Lot Owner. The generator shall be installed by a licensed electrical contractor and must be wired directly to the electrical panel through a manual or automatic transfer switch in order to meet National Electric Code minimums. Generators shall be self-contained and enclosed with an equipment wall and landscaping so they are not visible from the road or any adjacent lot. The generator exhaust shall be installed according to the manufacturer's guidelines.

Section 3.33 Drying of Clothes in Public View Prohibited. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, Ponds or other facilities where the rear yard or portion of the Lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

Section 3.34 Mailboxes. No mailboxes are to be constructed, installed or placed in the front of any dwelling by the Owner. Residents will receive their mail at Cluster Box Units (CBU) placed at one central location in the subdivision. The CBU installation will be coordinated with the United States Postal Office. The Developer will bear the cost of the CBU installation and the Association will maintain, repair or replace, if necessary.

Section 3.35 Hazardous Substances. No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought onto, installed, used, stored, treated, buried, disposed of or transported over the Lots or the Subdivision, and all activities on the Lots shall, at all times, comply with applicable law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq. and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

Section 3.36 Flag Poles. Each home shall be permitted no more than one (1) flagpole. Flagpoles must be no higher than twenty feet (20') tall.

Section 3.37 Model Homes. Model Homes are permitted in the Subdivision. Model Homes can be fully furnished, staffed, and open seven (7) days a week.

ARTICLE IV
ARCHITECTURAL REVIEW COMMITTEE

Section 4.01 Basic Control.

(a) No building, Regulated Modification, or other improvements of any character shall be commenced, erected, constructed, or placed or any addition or exterior alteration (including, without limitation, painting, staining or siding) be made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until: (i) the payment of the applicable damage deposit, construction application fees, inspection fees and processing fees and any related fees (including the compliance deposit described in **Section 4.10** if applicable) determined by the Committee; and (ii) the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, compliance with any minimum construction standards established by the Committee, quality of materials, drainage, harmony of external design and color with existing and proposed structures in the Subdivision and location with respect to topography and finished grade elevation. The granting of approval shall in no way serve as a guaranty or warranty as to the legal compliance and quality of the plans or specification nor the habitability, feasibility or quality of the resulting improvements.

(b) The authority for determining whether construction plans and specifications for proposed improvements are in compliance with the provisions of this Declaration as to quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography, finished grade elevations and other relevant factors, rests with the Committee. Disapproval of plans and specifications, including location of the proposed improvements, may be based by the Committee on any facts that seem sufficient in the discretion of the Committee.

(c) Each application made to the Committee shall be accompanied by two (2) sets of professionally drawn plans and specifications for all proposed construction (initial or alterations) to

be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot, and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Developer (during the Development Period) or the Association. If approved, one of the two sets of plans submitted shall be returned to the Owner with said approval noted thereon. The Committee may set application and inspection fees, as well as the damage deposit set forth in **Section 3.16 (f)** hereof. The Owner must obtain from the Committee a receipt for said plans indicating the date said plans are received by the Committee. The plans and specifications submitted must specify such detail and forms about the proposed project/construction/Regulated Modification as the Committee may reasonably request, which may include but is not limited to:

(i) the size, location, configuration upon the Lot where the Regulated Modification will occur or be placed or sited (sometimes called a plot plan or a site plan);

(ii) the dimensions, elevations, expected appearance, nature, kind, shape, and height, of the Regulated Modification;

(iii) the exterior colors and building materials to be used;

(iv) any information concerning structural, mechanical, electrical, plumbing, grading, paving, decking, drainage, and landscaping details and materials;

(v) the location, type, style and size of all outdoor lighting, trash facilities, telecommunication facilities;

(vi) landscaping, screening of equipment, trash facilities and other unsightly areas;

(vii) intended use(s); and

(viii) such other information, plans or specifications as may from time to time be required or requested by the Committee which, in the sole opinion of the Committee, is reasonable or necessary for it to fully and fairly evaluate the proposed Regulated Modification.

(d) Approval or disapproval as to Architectural Review matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event of disapproval by the Developer prior to the expiration of the Development Period, the disapproval shall be final and there shall be no right of appeal. In the event of disapproval by the Committee after the expiration of the Development Period, the Applicant shall have the right to file an appeal to the Board, who shall have the right to review the submission and decision of the Committee. The Board may review within twenty-one (21) days following such submission and (i) approve the application which approval shall be final; (ii) disapprove the application and such disapproval shall be final; and (c) may take no action on the appeal and in the instance of the Board's taking no action within twenty-one (21) days after submission, the Committee's decision shall stand and be final.

Section 4.02 Architectural Review Committee.

(a) The authority to grant or withhold Architectural Review approval as referred to above is vested in the Architectural Review Committee (sometimes herein referred to as the "**Committee**" or the "**ARC**"), and such authority shall be exercised by the Committee (as provided in subsection (b) below). Prior to the expiration of the Development Period, the Developer shall have sole and exclusive control over the Committee for this Section, and the Committee shall be made up of one or more individuals who shall be appointed to serve as the ARC by the Developer. Prior to the expiration of the Development Period, the term "Committee", "ARC" and/or "Architectural Review Committee" shall mean and refer to the "Architectural Review Committee" controlled by the Developer, and shall not mean nor give any jurisdiction to the Association's Architectural Review Committee.

(b) On or shortly after the expiration of the Development Period, the Developer shall cause an instrument transferring control of the ARC to the Association to be filed in the Official Records and the date upon which such instrument is recorded in the Official Records shall be referred to

herein as the "**Control Transfer Date**." Nothing in this provision or any part of this Declaration shall require the Developer to transfer control of the Committee to the Association prior to the expiration of the Development Period.

Section 4.03 Effect of Inaction. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within twenty-one (21) days following such submission, such plans and specifications and plot plan shall be deemed approved; provided, however, in no event shall such deemed approval apply to any feature(s) of such Plans that violate any express provision of this Declaration, it being understood that such a modification can only be accomplished by a variance pursuant to the terms hereof or an amendment of this Declaration. Neither the Committee nor Developer shall be liable to any Owner under any theory or under any circumstances in connection with its approval or disapproval of submitted Plans, including without limitation any liability based on soundness of construction, adequacy of drawings or specifications, compliance with Legal Requirements, or otherwise. The time to approve or disapprove shall not commence until professionally drawn plans are submitted to the Committee. Professionally drawn plans shall mean those plans prepared by an architect, engineer or certified house planner in sufficient detail to allow the Committee to review in accordance with the criteria set forth herein.

Section 4.04 Effect of Approval.

(a) The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

(b) Despite approval by the Committee, the person or entity making application to the Committee shall be solely responsible for full compliance with all permitting requirements of any authority with jurisdiction over the Subdivision, including any governmental agencies having jurisdiction, and shall apply for and diligently pursue and obtain all required permits prior to starting any construction approved by the Committee. The Committee is expressly authorized to condition approval upon compliance with applicable permitting requirements or deny approval pending certification satisfactory to the Committee that permits have either been received or that no such permitting is required.

(c) Despite approval by the Committee, the person or entity making application to the Committee shall be solely responsible for ensuring that every Regulated Modification, as proposed and as completed, is in compliance with applicable governmental laws, ordinances, rules and regulations (including any building codes, permits, or licensing requirements) and with all applicable requirements of this Declaration and any Minimum Construction Standards adopted by the Committee. The Committee and/or Developer shall not be responsible for reviewing for making any inspection, determining compliance with, nor shall approval of any improvement or modification or Regulated Modification be deemed an approval as to, safety or safety standards, conformance with building codes, laws, governmental rules or regulations.

Section 4.05 Minimum Construction Standards. The Developer or 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 only and the Developer or Committee shall not be bound thereby.

Section 4.06 Variance. The Committee may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee or the Association (unless the granting of a variance is specifically prohibited) including but not limited to restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Committee reserves the right to grant variances as to building set-back lines, minimum square footage of the residence, fences, and other

items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration 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 property concerned and the Plat. No granting of a variance shall be relied on by any Member or Owner, or any other Person (whether or not privy or party to the subject variance), as a precedent in requesting or assuming the approval of a variance as to any other matter of potential or actual enforcement of any provision of this Declaration. Any action by the Committee in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any other Person or the same Person for any reason whatsoever.

Section 4.07 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, Developer, 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 Owners.

Section 4.08 Disclaimer. The Developer, Committee, and the Board shall not be liable in damages or otherwise (i) to any Person submitting Plans for approval or to any Owner of any Lot, by reason of subjective decisions, mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Plans or (ii) in connection with any construction, design, engineering or other defect associated with any improvement constructed on any Lot. APPROVAL OF PLANS BY THE DEVELOPER, COMMITTEE OR THE BOARD DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION THAT SUCH PLANS COMPLY WITH LEGAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING AND CONSTRUCTION PRACTICES. IT IS THE SOLE RESPONSIBILITY OF EACH OWNER TO DETERMINE AND SEE THAT ITS PLANS COMPLY WITH SUCH REQUIREMENTS AND PRACTICES.

Section 4.09 Subject to Association. The Committee is a committee of the Developer until the Control Transfer Date, and thereafter by the Association. Without limitation of the foregoing, the Developer, or the Association if the time in issue is after the Control Transfer Date, has authority to remove members of the Committee with or without cause and to appoint successors to fill any vacancies which may exist on the Committee.

Section 4.10 Compliance Deposit Agreement. For any Regulated Modification with a value (in the sole opinion of the Committee) of more than $50,000.00, the Committee shall condition approval of the Regulated Modification on the completion of a Compliance Deposit Agreement and deposit of the sum required in the Compliance Deposit Agreement with the Association. No project approval for which a Compliance Deposit Agreement is required shall be final until the Agreement is signed and the deposit has been provided to the Association.

Section 4.11 Inspection Rights. Any member of the Committee, Developer, Director of the Association, or any of their designated representatives, may enter upon a Lot without liability for trespass or otherwise for purposes of inspecting any Lot to determine compliance with this Declaration, to aide in the review of any application for a Regulated Modification; to assist the Committee in any way they deem reasonable or necessary in their sole discretion; to examine compliance with the Committee's approval (or non-approval) of any Regulated Modification, to assess compliance with any compliance deposit agreement required by the Committee or Association.

ARTICLE V
THE ASSOCIATION

Section 5.01 Membership. The sole criteria to become a Member of the Association is to hold ownership of a Lot within the Property. Membership is mandatory and is appurtenant to and runs with title to the Lot. Membership is not severable as an individual right and cannot be separately

conveyed to any Person. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, after the Developer relinquishes control of the Association, the Directors of the Association must be Members of the Association (as more particularly described in the By-laws). The voting rights of the Members are set forth in the Bylaws of the Association. Eligibility to vote or serve as a Director or officer in the Association shall be predicated upon a Member being in good standing with the Association. To be in good standing, the Member must have all Assessments and Charges of every type and category paid up to date and have no outstanding financial obligations to the Association that are delinquent. Additionally, no Member shall be allowed to vote or hold office if that Member is noted of record or within the records of the Association to have a deed restriction violation or other default under this Declaration.

Section 5.02 Non-Profit Corporation. The Washington Heights at Chappell Hill Property Owners' Association, Inc., a Texas non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.03 Bylaws. The Association has adopted or may adopt and amend whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots, provided that the same are not in conflict with the terms and provisions hereof.

Section 5.04 Control of Board. Developer shall appoint all members of the Board until the expiration of the Development Period. Thereafter, the Board shall be selected pursuant to the provisions of the Bylaws of the Association.

ARTICLE VI
MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association, in advance, an annual maintenance charge on January 1st of each year, (the "**Maintenance Charge**"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments, charges or fines hereby levied, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees and fines, shall be a charge on the Lots and shall be a continuing lien upon the property against which each such Maintenance Charge and other charges and assessments are made. The Maintenance Charge and any other assessments, together with late charges, reasonable attorney's fees, interest and costs, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the same became due notwithstanding any subsequent transfer of ownership of its Lot.

Section 6.02 Basis of the Maintenance Charge

(a) The annual Maintenance Charge shall be used to create a fund to be known as the "**Maintenance Fund**," which shall be used as herein provided; and each such annual Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot to the Association annually, in advance, on or before the first day of January of each calendar year, or on such other date or basis (monthly, quarterly or semi-annually) as the Developer or the Board of Directors may designate in its sole discretion. The initial annual Maintenance Charge for the year 2023 shall be **$800.00** per Lot. Not later than November 1 of each calendar year, the Board shall establish a budget of estimated operating expenses of the Maintenance Fund for the next calendar year (the "**Budget**") upon which the amount of the annual Maintenance Charge assessable against each Lot shall be based. The proposed Budget for the ensuing calendar year shall be presented at the Annual Meeting of the Members for approval. Until such time as the ensuing year's Budget has been approved by the Members, the annual Maintenance Charge for such ensuing year shall be the same as the annual Maintenance Charge for the previous year.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Areas or by the abandonment of his Lot.

(c) The Maintenance Charge described in this **Article VI** and other charges or assessments described in this Declaration shall not apply to the Lots owned by the Developer. The Developer, until the transfer of control of the Association, and the Association, from and after the transfer of control of the Association, reserve the right at all times in their own judgment and discretion, to exempt any Lot ("**Exempt Lot**"), in the Subdivision from the Maintenance Charge, in accordance with **Section 6.07** hereof. If an Exempt Lot is sold to any party, the Maintenance Charge shall be automatically reinstated as to the Exempt Lot and can only be waived at a later date pursuant to the provisions of the preceding sentence. The Developer, until the transfer of control of the Association, and the Association, from and after the transfer of control of the Association, shall have the further right at any time, and from time to time, to adjust or alter said Maintenance Charge from month to month as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

(d) The Board of Directors, from time to time by the adoption of a resolution for such purpose, may levy and impose, against each Lot in the Subdivision, a special assessment and/or drainage assessment for a specific amount, which shall be equal for each such Lot, for the purpose of repairing Drainage Facilities and other improvements required hereunder to be maintained by the Association and/or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon such Drainage Facilities and other improvements. The Owner of each Lot subject to such assessment shall pay his special assessment to the Association at such time or times and in such manner as provided in such resolution. Should the special assessment equal an amount of more than one hundred percent (100%) of the then annual assessment, the membership shall be given the opportunity to vote on the special assessment at a special meeting called for that purpose. A quorum for levying a special assessment in excess of that authorized to be levied by the Board of Directors, shall be the same quorum as required for amending the deed restrictions.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments (including, but not limited to, attorney's fees incurred in the enforcement of these Restrictions) hereby levied, a vendor's (purchase money) lien for the benefit of the Association, shall be and is hereby reserved in the deed from the Developer to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Washington County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code (and any successor statute) and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Washington County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby

retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 6.03 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any duly authorized officer of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Washington County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 6.04 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("**Notice of Lien**") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection, including reasonable attorneys' fees, which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Trustees to cover the preparation and recordation of such release of lien instrument.

Section 6.05 Liens Subordinate to Mortgages. The liens described in this **Article VI** and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such transferee of title to a Lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association, if requested in writing, shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien described in **Section 6.03** hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this **Article VI**. If requested, the Association may prepare a non-assignable sixty (60) day letter for a mortgage company, for a reasonable fee to be determined by the Board of Directors. Said fee may be payable to the Association or the Management Company providing the service of preparation of the sixty (60) day letter.

Section 6.06 Purpose of the Annual Maintenance Charge. The Maintenance Charge levied by the Developer or the Association and the Maintenance Fund shall be used for all costs incurred by the Association in connection with: (a) regularly scheduled trash collection for the Subdivision; (b) the operation, maintenance and repair of (i) the Drainage Easements, (ii) the Detention Access Easements, (iii) the Detention Areas, (iv) the Drainage Facilities, (v) the Emergency Access Area, (vi) the Landscaping within the Landscape Easements, (vii) all pathways within the Pedestrian Easements, and (viii) the Monuments and Monument Easement Areas, as provided in this Declaration; (c) the enforcement of all charges and assessments and restrictions under this Declaration; and (d) the collection and administration of the maintenance charges and assessments hereunder.

Section 6.07 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) all water well reserves dedicated to water utility company; and (c) all properties owned by the Developer or the Association.

Section 6.08 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the transfer of control of the Association, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided at least annually, information on the Maintenance Fund as provided in **Section 8.07** hereof.

Section 6.09 Maintenance Charges as Independent Covenant. The obligation to pay the Maintenance Charge and any other charge or assessment levied hereunder is a separate and independent covenant and contractual obligation on the part of each Owner. No off-set, credit, waiver, diminution or abatement may be claimed by any Owner to avoid or diminish the obligation for payment of assessments for any reason, including, by way of illustration but not limitation (i) by abandonment of a Lot, (ii) by reason of any alleged actions or failure to act by the Association, Developer, or any of their officers, directors, agents or employees, whether or not required under this Declaration, (iii) for inconvenience or discomfort arising from repairs or improvements which are the responsibility of the Developer or Association, (iv) by reason of any action taken by the Association or Developer to comply with any law, ordinance, or any order or directive of any governmental authority, or pursuant to any judgment or order of a court of competent jurisdiction.

Section 6.10 Maintenance Charges/Assessments Due on Sale. If at the time of each sale of any Lot any Assessments or Maintenance Charges against the Lot are due and unpaid, the Owner shall pay the same out of the sales price of the Lot. The foregoing shall not be construed to modify or in any other manner alter the obligations of each Owner to pay all Assessments as otherwise provided in this Declaration as and when due.

ARTICLE VII
DEVELOPER'S RIGHTS AND RESERVATIONS

Section 7.01 Period of Developer's Rights and Reservations. Developer shall have, retain, and reserve those rights reserved and retained in this Declaration with respect to, among other things, control of the Architectural Review Committee and the Association, and the rights set forth below, from the date hereof, until (a) Developer has sold all of its Lots within the Subdivision or (b) Developer releases its rights as evidenced by a written instrument signed by Developer and recorded in the Official Records, whichever occurs first (the "**Development Period**") and upon the expiration of the Development Period, the Board of Directors shall be selected pursuant to the provisions of the Bylaws of the Association and members of the ARC shall be appointed by the Board. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance of a Lot by Developer to an Owner whether or not specifically stated therein. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment. During the Development Period, Developer retains the right to make a final decision on all appeals brought from ARC decisions.

Section 7.02 Developer's Rights for Promotion and Marketing of the Property. During the Development Period, Developer shall have and hereby reserves the right to use the Monument Easement Areas and any of its Lots for the promotion and marketing of land within the boundaries of the Property. Without limiting the generality of the foregoing, Developer may erect and maintain (a) on any part of the Monument Easement Areas such signs as Developer may reasonably deem necessary or proper in connection with the promotion and marketing of land within the Property and (b) on any Lot owned by Developer such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property.

Section 7.03 Developer's Rights to Grant and Create Easements. During the Development Period, Developer shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easements, cable television systems, communication and security systems, drainage, water and other purposes incident to the development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across the Lots or other property owned by Developer and existing Utility Easements.

Section 7.04 Developer's Rights to Convey Common Area to the Association. During the Development Period, Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association. Said real property conveyed to the Association shall be free and clear of all encumbrance and liens, including but not limited to taxes.

Section 7.05 Subdivision of Lots. During the Development Period, Developer shall have the right and the power to combine and/or subdivide all or any portion of any Lot or Lots owned by Developer, without the necessity of the joinder of any other Person, into combined Lots or multiple Lots. Except as provided immediately above (or with respect to Composite Building Sites as provided in Section 3.02), no Lot may be combined, subdivided or replatted without the prior written approval of both Developer and the ARC.

ARTICLE VIII
DUTIES AND POWERS OF THE ASSOCIATION

Section 8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness and desirability of the Subdivision. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 8.02 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 8.03 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 8.04 Duty to Provide Annual Review. The Association shall provide for an annual unaudited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

Section 8.05 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as elsewhere provided in **Article IV** of this Declaration.

Section 8.06 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations ("**Rules and Regulations**"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association.

Section 8.07 Power to Enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) By entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and

Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) by suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (iv) by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or a Related User which assessment reimbursed the Association for the costs incurred by the Association in connection with such breach; (v) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this Declaration or such Rules and Regulations by such Member or a Related User; and (vi) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorneys' fees incurred by the Association with respect to exercising such remedy.

Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 8.08 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under any real property owned by the Association.

Section 8.09 Power to Convey and Dedicate Property to Government Agencies. The Association shall have the power to grant, convey, dedicate or transfer any Common Areas or facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate, which power may be exercised (i) until the transfer of control of the Association, by the Board of Directors and (ii) from and after the transfer of control of the Association, by the Association, with the approval of not less than two-thirds (2/3rds) of the Members agreeing in writing or by voting at any scheduled meeting of the Members and with the prior written approval of the Developer. The Association may, subject to the limitations of the preceding sentence, convey property to a public or governmental agency or authority in lieu of such property being condemned by such public or governmental agency or authority.

Section 8.10 Power to Remove and Appoint Members of the Committee. The Board of Directors shall have the power to remove any member of the Architectural Review Committee with or without cause after the expiration of the Development Period. Likewise, after the expiration of the Development Period, the Board of Directors shall have the power to appoint new members to the Committee and to fill any vacancies which may exist on the Committee as they in their sole discretion determine necessary, as long as each committee member is an Owner of a Lot in the Subdivision. Committee Members' terms shall last one (1) year beginning immediately following the annual meeting of the Members.

ARTICLE IX
GENERAL PROVISIONS

Section 9.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including the Developer) of the Lots has been recorded agreeing to cancel, amend or change, in whole or in part, this Declaration.

Section 9.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including the Developer) entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Members of

the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including the Developer) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Official Records, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members (Owners, including the Developer) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination.

Section 9.03 Amendments by the Developer. The Developer shall have and reserves the right at any time and from time to time prior to the later of the Control Transfer Date or the transfer of control of the Association, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, or making any other amendment, modification, correction or revision to this Declaration provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the later of the Control Transfer Date or the transfer of control of the Association, without the joinder or consent of any Owner or any other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential Subdivisions at the time this Declaration was adopted. Likewise, the Developer shall have and reserves the right at any time and from time to time prior to the later of the Control Transfer Date or the transfer of control of the Association, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Subdivision. Finally, Developer has and reserves the right at any time and from time to time prior to the later of the Control Transfer Date or the transfer of control of the Association, without the joinder or consent of any Owner or any other party, to amend this Declaration by an instrument in writing, duly signed, acknowledged and filed for record for the purpose of furthering its development of the Property in any manner as Developer deems, in its sole discretion, appropriate.

Section 9.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 9.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 9.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 9.07 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 9.08 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for

convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms “herein,” “hereof” and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 9.09 Developer's Rights and Prerogatives. Prior to the later of the transfer of control of the Association or the Control Transfer Date, the Developer may file a statement in the Official Records which expressly provides for the Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Developer or (ii) assignment to any third-party owning property in the Subdivision of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer. The assignee designated by Developer to exercise one or more of Developer's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the later to occur of the (i) Control Transfer Date or (ii) date that said assignee files a statement in the Official Records which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Developer discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Developer shall not incur any liability to any Owner, the Association or any other party by reason of the Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Upon the Developer's Assignment of its rights to the Association, the Association shall be entitled to exercise all the rights and prerogatives of the Developer. Developer retains the right to make final decisions on all appeals brought from decisions of the ARC.

Section 9.10 Limitation of Liability.

(a) Neither the Developer, Association, nor the Committee are liable to any Owner, Member or person or entity making an application to the Committee for any actions or failure to act in connection with any approval, conditional approval, or disapproval of any application for approval or request for variance, including without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance. No approval or conditional approval of an application or related plan(s) or specifications and no issuance of any minimum construction standards may ever be construed as representing or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the Regulated Modification or item referenced in the application will comply with legal requirements, code, or the health, safety, workmanship or suitability of any purpose of the Regulated Modification.

(b) NO COVENANTS, REPRESENTATIONS, GUARANTIES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR BY OPERATION OF LAW, AND INCLUDING EXCLUSION OF ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE, SHALL BE DEEMED TO BE GIVEN OR MADE BY DEVELOPER, OR DEVELOPER’S MEMBERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES, BY ANY PROVISIONS OF THIS DECLARATION REGARDING ANY DEVELOPMENT ACTIVITIES OR OTHERWISE. WITHOUT LIMITATION OF THE FOREGOING DEVELOPER EXPRESSLY DISCLAIMS ALL COVENANTS, REPRESENTATIONS, GUARANTIES AND WARRANTIES, EXPRESS AND IMPLIED, AND BY OPERATION OF LAW (I) AS TO ANY FUTURE DEVELOPMENT, (II) FOR MANAGEMENT OR SUPERVISION OF BUILDING, CONSTRUCTION AND ALL OTHER WORK BY ANY BUILDER, VENDOR OR SUPPLIER NOT DIRECTLY EMPLOYED BY DEVELOPER, INCLUDING ANY DUTY TO ENFORCE ANY PROVISIONS OF THIS DECLARATION AS TO ANY SUCH PARTY, (III) THE NATURE, CONDITION, APPEARANCE, USE AND ALL OTHER MATTERS PERTAINING TO ANY PROPERTIES ADJACENT TO OR IN THE AREA OF THE SUBDIVISION, OR WHICH ARE NOT OTHERWISE SUBJECT TO THIS DECLARATION, INCLUDING WITHOUT LIMITATION ANY OBLIGATION NOW OR IN THE FUTURE TO INCLUDE IN THE SUBDIVISION OR IN ANY MANNER TO OTHERWISE SUBJECT ANY SUCH PROPERTIES TO THIS DECLARATION, **(IV)** THE MANAGEMENT OR OPERATION OF THE ASSOCIATION, (V) AS TO ENFORCEMENT OF ANY PROVISIONS OF THE DECLARATION AS TO ANY OWNER, TENANT OR ANY OTHER PERSON, AND (VI) AS TO ANY ENVIRONMENTAL HAZARDS OR CONDITIONS AFFECTING THE SUBDIVISION, INCLUDING ALL LOTS, OR AFFECTING ANY AREA OR ADJACENT PROPERTIES.

(c) IN ADDITION, THE ASSOCIATION AND EACH OWNER HEREBY RELEASES DEVELOPER FROM, AND THE ASSOCIATION AND EACH OWNER MUST HEREAFTER INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS DEVELOPER, AND DEVELOPER’S EMPLOYEES, MEMBERS, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST, ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES,

LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, CONNECTED WITH OR ARISING OUT OF ANY OF THE DEVELOPMENT OF EACH OWNER'S LOT, THE DEVELOPMENT OF THE COMMON AREAS, THE OPERATION OF THE ASSOCIATION PRIOR TO THE TRANSFER OF CONTROL OF THE ASSOCIATION, INCLUDING WITHOUT LIMITATION THE COST OF ANY REMOVAL OF HAZARDOUS SUBSTANCES OR CONTAMINANTS OF ANY KIND FROM THE PROPERTY AND ANY OTHER REMEDIAL COSTS REGARDING ANY ENVIRONMENTAL HAZARD OR CONDITION, OR THE OWNERSHIP, LEASING, USE, CONDITION, OPERATION, MAINTENANCE OR MANAGEMENT OF THE PROPERTY, REGARDLESS OF WHETHER THE SAME ARISES OR ACCRUES DURING OR AFTER THE PASSING OF THE CONTROL TRANSFER DATE. THE PROVISIONS OF THIS SECTION CONSTITUTE A COVENANT OF RELEASE AND INDEMNIFICATION RUNNING WITH THE LAND (INCLUDING EACH LOT AND ALL PROPERTY SUBJECT TO THIS DECLARATION), AND IS BINDING UPON EACH OWNER AND ANY TENANTS, AND THEIR RESPECTIVE FAMILY OR OTHER HOUSEHOLD MEMBERS, SUCCESSORS IN TITLE OR INTEREST, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

Section 9.11 Security Measures. The Developer and/or Association are under no obligation to, but may from time to time engage in activities or provide Subdivision Facilities, including activities, devices or services which may have the effect of enhancing safety or security within the Subdivision, and are under no obligation to but may from time to time provide information through newsletters or other sources of communication regarding same (all such matters and all activities, services or devices of this nature are referred to in the Declaration as, "**Security Measures**"). Each Owner and their tenants and each Member covenant and agree, with respect to any and all Security Measures provided directly or indirectly by the Developer and/or Association, as follows:

(a) SECURITY IS THE SOLE RESPONSIBILITY OF LOCAL LAW ENFORCEMENT AGENCIES AND INDIVIDUAL OWNERS AND THEIR TENANTS -- NOT THE DEVELOPER OR ASSOCIATION. Security Measures may be provided at the sole discretion of the Developer or the Association's Board of Directors. The providing of any Security Measures at any time will in no way prevent the Developer or Board from thereafter discontinuing, or from temporarily or permanently modifying, terminating or removing, any Security Measures, in whole or in part. Owners, Members and their tenants hereby covenant that they do not and will not rely on any Security Measures for their safety or the safety of their property.

(b) Providing of any Security Measures may never be construed as (i) an undertaking by the Developer or the Association to provide personal security as to any Member, Owner, or tenant, or as to any other Person, or (ii) a representation or undertaking that any Security Measures will be effective, functional, or continued, or (iii) a representation, guarantee or warranty that the presence of any Security Measure will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause. WITHOUT LIMITATION OF THE FOREGOING, DEVELOPER AND THE ASSOCIATION SHALL NOT HAVE ANY DUTY WHATSOEVER TO WARN, ADVISE OR INFORM ANY MEMBER, OWNER, TENANT OR ANY OTHER PERSON AS TO CRIMINAL CONDUCT OF ANY KIND OR AS TO ANY OTHER MATTERS REGARDING OR RELATING TO SECURITY MEASURES, PAST OR PRESENT.

(c) DEVELOPER AND THE ASSOCIATION HAVE NO DUTY, OBLIGATION OR RESPONSIBILITY OF ANY KIND WHATSOEVER TO WARN, ADVISE OR IN ANY OTHER MANNER INFORM ANY MEMBERS, OWNERS, TENANTS, OR ANY OTHER RESIDENTS OR OCCUPANTS OF ANY LOT OR SUBDIVISION PROPERTIES, OR ANY LAW ENFORCEMENT AGENCY, OR ANY OTHER PERSON AS TO ANY ALLEGED, SUSPECTED OR KNOWN CRIMINAL ACTIVITIES OF ANY KIND, CRIMINAL HISTORY OR BACKGROUND OF ANY PERSON, OR CRIMINAL INVESTIGATIONS BY LAW ENFORCEMENT AGENCIES OR BY ANY OTHER PERSON (ALL SUCH MATTERS, ACTIVITIES AND INVESTIGATIONS HEREIN REFERRED TO AS "**CRIMINAL MATTERS**"), regardless of whether the Criminal Matters involve the Subdivision, other areas in the vicinity or any other place. The Association may (but has no obligation to) from time to time disclose and/or transmit information concerning Criminal Matters to Owners, tenants, and any other occupants of Lots, to any law enforcement agencies, and to any other Person which the Association's officers, directors, agents, and employees in their sole discretion deem advisable. Any such disclosure and/or transmittal of information shall in no way be deemed an undertaking to do so in the future, either as to the Criminal Matters then involved or as to any other current or future Criminal Matters.

(d) Developer and/or the Association are not liable for, and each Member, Owner, and tenant indemnify, and hold Developer and the Association harmless from, any injury, loss or damages whatsoever, including without limitation any injury or damages caused by any crime, including but not limited to theft, burglary, trespass, assault, vandalism or any other crime, to any person or property arising, directly or indirectly, from the providing or failure to provide any Security Measure, the discontinuation, modification, disruption, defect, malfunction, operation, repair, replacement or use of any Security Measure, or the providing or failure to provide any warning or disclosure regarding actual or suspected Criminal Matters.

ARTICLE X
MANDATORY DISPUTE RESOLUTION PROCEDURES AND LIMITATIONS PERIODS

Section 10.01 "Dispute" or "Disputes" and "Disputing Parties" Defined; Scope. "Dispute" or "Disputes" means any claim, demand, action or cause of action, and all rights or remedies regarding same, whether in contract or tort, statutory or common law, or legal or equitable, claimed or asserted by the Association, by the Committee, by any Member or Owner or any other person not associated with or employed by Developer (the "**Disputing Party**"), against or adverse to Developer regarding any aspect of (i) the design, construction, development, operation, maintenance, repair or management of the Subdivision, including any Association or Committee matter prior to the Control Transfer Date or the transfer of control of the Association, including any property transferred to the Association under this Declaration, expressly including any matters pertaining to drainage within or from the Subdivision, (ii) the design, construction, sale, maintenance or repair of each Lot, including the residence and/or improvements thereon and all appurtenances thereto, (iii) the establishment, operation or management of, and any acts or omissions of, the Association or the Committee prior to the Control Transfer Date or the transfer of control of the Association (iv) the construction, operation, application or enforcement of any provisions of, or otherwise arising out of or relating to, this Declaration or the breach thereof, and (v) all other matters relating directly or indirectly to any of the foregoing. Developer retains the right to make a final decision on all appeals brought from decisions of the ARC.

Section 10.02 Presentment of Dispute Required. The Disputing Party must submit written notice to Developer by certified mail, return receipt requested, within the time as hereafter set forth, setting forth all Disputes, if any, claimed or asserted against or adverse to Developer (herein referred to as the "**Dispute Notice**"). The Dispute Notice must set forth each claim, demand, action and cause of action to be included in the Dispute, a reasonably detailed factual description thereof and all remedial action deemed necessary to remedy all Disputes, and a reasonably detailed description of the nature and extent and amount of all claims for damages, if any. Upon request of Developer, the Disputing Party must also provide Developer with any evidence that depicts the nature and cause of the Dispute, the nature and extent of all remedial action deemed necessary to remedy the Dispute, and the nature and extent and amount of all claims for damages, including expert reports, photographs and videotapes to the fullest extent the evidence would be discoverable under the Texas Rules of Civil Procedure. ALL DISPUTES NOT SET FORTH IN THE DISPUTE NOTICE, IF ANY, ARE WAIVED BY THE DISPUTING PARTY.

Section 10.03 Settlement by Agreement. Developer and the Disputing Party agree to use reasonable efforts to resolve all Disputes set forth in the written Dispute Notice within sixty days after Developer's receipt of the Dispute Notice. To that end Developer may by written request require the Disputing Party to attend and participate in one or more meetings at Developer's office or a location selected by Developer within the County where the Subdivision is located during the sixty day period in an effort to resolve all Disputes. If requested by the Developer, the Disputing Party must submit a written proposal for resolution of all matters set forth in the Dispute Notice to the Developer at least two business days before any meeting.

Section 10.04 Mediation. If all matters set forth in the Dispute Notice have not been settled by written agreement within the sixty-day period described in the immediately preceding Section, then Developer by written request may require that all unresolved matters be submitted to non-binding mediation with a mediator agreed upon by the parties to the dispute. The mediator must meet the requirement of Section 154.052 of the Texas Civil Practice and Remedies Code. The mediation must be conducted within thirty days after selection of the mediator. The mediation must be attended by a person or persons with authority and discretion to negotiate and settle all Disputes. The mediator shall determine the format and rules for the mediation; provided, the provisions of Sections 154.053, 154.071 and 154.073 of the Texas Civil Practice and Remedies Code regarding conduct of the mediator, effect of a written settlement agreement and confidentiality shall apply. Fees and expenses of the mediator shall be borne by the parties equally.

Section 10.05 Binding Arbitration.

(a) If all Disputes have not been resolved by agreement of the parties or through mediation as above provided within one hundred twenty (120) days after Developer's receipt of the Dispute Notice, then Developer or the Disputing Party may by written request, whether made before or after the institution of any legal action, require that all unresolved matters as set forth in the Dispute Notice be submitted to binding arbitration before a single arbitrator conducted in accordance with the Construction Industry Arbitration Rules (or substantial equivalent) of the American Arbitration Association ("AAA"). SUCH ARBITRATION WILL BE BINDING AND FINAL TO THE EXTENT ALLOWED BY LAW, AND THE ASSOCIATION, COMMITTEE, EACH MEMBER AND OWNER AND THEIR RESPECTIVE RELATED PARTIES HEREBY WAIVE THE RIGHT TO PURSUE ANY OTHER RESOLUTION OF A DISPUTE, INCLUDING A PROCEEDING IN ANY JUDICIAL FORUM.

(b) If necessary Developer may compel submission of Disputes to binding arbitration and/or participation in such arbitration by an action in any court having jurisdiction. Judgment on any award or decision rendered by the arbitrator may be entered in and otherwise enforced by any court having jurisdiction.

(c) The arbitrator must be a licensed attorney in the state of Texas, must have at least 3 years background experience with deed restrictions, property owners associations, construction and real estate disputes. The arbitrator will be appointed by agreement of the parties from a list of arbitrators qualified as aforesaid to be provided by AAA; or if the parties cannot agree within ten days after receipt of the list, then an arbitrator will be appointed by AAA in accordance with its rules for appointment from a roster.

(d) The arbitration proceedings must be conducted in Washington County, Texas or Harris County, Texas and shall be conducted in accord with the Texas Rules of Evidence, and in accord with those Texas Rules of Civil Procedure that pertain to bench trials. In rendering its award, the arbitrator must determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Texas, and in accordance with applicable provisions of the Declaration and applicable AAA rules. A Transcript of the proceeding shall be made by a court reporter, unless waived in writing by both sides. No arbitration award shall be confirmed by a trial court absent an arbitration transcript or a waiver of a transcript in writing, signed by both sides. A material failure to conduct the proceeding in accord with the Texas Rules of Evidence and/or Civil Procedure shall be a proper basis for a court to refuse to confirm any arbitration award; and if the confirmation or refusal to confirm is appealed, shall be a proper basis for a Court of Appeals to affirm a trial court's refusal to confirm an award. Likewise, material failure of the arbitrator to conduct the proceeding in accord with the Texas Rules of Evidence and/or Civil Procedure shall also be a proper basis for a Court of Appeals to overrule a trial court's confirmation of an award.

(e) Any provisional remedy that would be available from a court, including injunctive relief to maintain the status quo, shall be available from the arbitrator pending final determination of all Disputes, and any order of the arbitrator may be confirmed by a court in accord with Civil Practice and Remedies Code Section 171.087 as if it were an award of the arbitrator.

(f) Each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentment of proof, unless the arbitrator decides otherwise. The parties will bear the costs of arbitration equally, unless the arbitrator decides otherwise. To the extent permitted by applicable law, the arbitrator has the power to award recovery of all costs, expenses and fees (including pre-award expenses, witness fees, attorney's fees, administrative fees, and arbitrator's fees) to the prevailing party.

(g) To the extent not inconsistent with any provision in this Declaration, the parties agree that the Texas Arbitration Act, contained in Chapter 171 of the Texas Civil Practice and Remedies Code shall apply to any arbitration under the Declaration. In the event of any inconsistency between this Declaration and the Texas Arbitration Act, this Declaration shall govern.

Section 10.06 Developer's Rights of Inspection. At any time during the existence of any Dispute which has not been finally resolved in writing, whether prior to or after the Control Transfer Date, Developer and its designated representatives may make such inspections and conduct such surveys, tests and examinations as reasonably necessary to fully determine or confirm to Developer's satisfaction the nature, extent and possible cause of all Disputes, the nature and extent of repairs and other work involved and any other matters reasonably related to the Disputes.

Section 10.07 MEMBERS' AND OWNERS' IRREVOCABLE POWER OF ATTORNEY. EACH MEMBER AND EACH OWNER HEREBY IRREVOCABLY APPOINTS THE BOARD OF DIRECTORS OF THE ASSOCIATION AS THEIR ATTORNEY-IN-FACT TO ACT IN THEIR PLACE AND STEAD REGARDING ALL PROVISIONS OF THIS **ARTICLE X** AND ARE BOUND IN ALL RESPECTS AS TO ALL ACTIONS, OMISSIONS, AGREEMENTS AND DECISIONS OF THE BOARD OF DIRECTORS RELATING THERETO AND THE RESULTS OF ANY BINDING ARBITRATION REGARDING SAME.

Section 10.08 WHEN DISPUTE NOTICE MUST BE GIVEN/COMPLIANCE AS CONDITION PRECEDENT. THE GIVING OF THE DISPUTE NOTICES AND SUBSTANTIAL COMPLIANCE WITH ALL OTHER APPLICABLE PROVISIONS OF THIS **ARTICLE X** ARE CONDITIONS PRECEDENT TO THE RIGHT TO BRING SUIT PERTAINING TO ANY DISPUTE. FURTHER:

(a) THE ASSOCIATION, AND THE COMMITTEE AND THEIR RESPECTIVE MEMBERS, OFFICERS AND DIRECTORS MUST SUBMIT ALL DISPUTE NOTICES PERTAINING TO ANY ACT OR ACTION OF THE DEVELOPER PRIOR TO OR INCLUDING THE CONTROL TRANSFER DATE NOT LATER THAN ONE HUNDRED FIFTY (150) DAYS AFTER THE CONTROL TRANSFER DATE. ANY DISPUTES AGAINST THE DEVELOPER NOT SUBMITTED BY THE ASSOCIATION OR THE COMMITTEE WITHIN THIS PERIOD ARE HEREBY AGREED TO BE WAIVED. THE ASSOCIATION, AND THE COMMITTEE AND THEIR RESPECTIVE MEMBERS, OFFICERS AND DIRECTORS MUST SUBMIT ALL DISPUTE NOTICES PERTAINING TO ANY ACT OR ACTION OF THE DEVELOPER PRIOR TO OR INCLUDING THE TRANSFER OF CONTROL OF THE ASSOCIATION NOT LATER THAN ONE HUNDRED FIFTY (150) DAYS AFTER THE DEVELOPER TRANSFERS SUCH CONTROL. ANY SUCH DISPUTES AGAINST THE DEVELOPER NOT SUBMITTED BY THE ASSOCIATION OR THE COMMITTEE WITHIN THIS PERIOD ARE HEREBY AGREED TO BE WAIVED.

(b) EACH OWNER AND MEMBER MUST SUBMIT ALL DISPUTE NOTICES AGAINST THE DEVELOPER, ASSOCIATION OR COMMITTEE, IF ANY, NOT LATER THAN ONE HUNDRED FIFTY DAYS AFTER ANY APPLICABLE CAUSE OF ACTION ACCRUES, REGARDLESS OF WHETHER THE CAUSE OF ACTION ACCRUES PRIOR TO OR AFTER THE CONTROL TRANSFER DATE. ANY DISPUTES NOT SUBMITTED BY AN OWNER OR MEMBER WITHIN THIS PERIOD ARE HEREBY AGREED TO BE WAIVED.

Section 10.09 Remedial Measures. At any time during the existence of any Dispute which has not been finally resolved in writing, whether prior to or after the Control Transfer Date, Developer may take all actions which in Developer's sole opinion are necessary or appropriate to address, correct, cure or otherwise deal with the asserted Dispute. For such purposes Developer may utilize any easements established by the Declaration, or by any Plat or otherwise, without the consent of or compensation of any kind to the Association, or any Owner, or any other person or entity. Except in case of an Emergency, Developer shall give at least ten days written notice to any party which will be directly affected by activities undertaken by Developer pursuant to the foregoing setting forth the general nature of activities to be undertaken. NO ACTION OR INACTION BY DEVELOPER PURSUANT TO THE FOREGOING SHALL EVER BE DEEMED AN ADMISSION OF LIABILITY, ASSUMPTION OF RESPONSIBILITY OR ACKNOWLEDGMENT OF VALIDITY IN ANY RESPECT AS TO ANY DISPUTE.

Section 10.10 TWO YEAR MAXIMUM LIMITATIONS PERIOD. IN ADDITION TO THE PROVISIONS OF **SECTION 10.08**, ANY SUIT REGARDING ANY DISPUTE AGAINST THE DEVELOPER OR COMMITTEE MUST BE FILED IN A COURT OF COMPETENT JURISDICTION NOT LATER THAN TWO YEARS AFTER THE DAY THE CAUSE OF ACTION ACCRUES.

[Signature Page Follows]

EXECUTED as of the date of the acknowledgement below but to be effective as of the Effective Date.

DEVELOPER:

AMELIA HOMES LLC, a
Texas limited liability company

By:_____
HARRY KLEIN, Manager

STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on the _____ day of October, 2022, by HARRY KLEIN, Manager of AMELIA HOMES LLC, a Travis limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN DOCUMENTS TO:
AMELIA HOMES LLC
2418 RICHTON ST
HOUSTON, TX 77098

EXHIBIT A
Description of the Property

BEING all that certain tract or parcel of land containing 104.712 acres of land, more or less, in the William Munson League, Abstract 90, the Simon Miller Survey, Abstract 88, and the Gibson Kuykendall League, Abstract 71, Washington County, Texas, same being all that certain called 104.712 acre parcel as described by instrument recorded in Volume 1805, Page 505 of the Official Records of Washington County, Texas, said 104.712 acre tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 5/8 inch iron rod found for corner, same being in the northeasterly right-of-way line of Farm-to-Market No. 1371 (80 Ft. Right-of-Way), same being the most southerly southwest corner of that certain Tract 5 called 46.446 acre parcel as described by instrument recorded in Volume 1374, Page 511 of the Official Records of Washington County, Texas, same being the POINT OF BEGINNING and most northerly northwest corner of the tract herein described;

THENCE, departing said northeasterly right-of-way line of Farm-to-Market No. 1371 and with said common line, North 65 degrees 06 minutes 25 seconds East, a distance of 1,368.62 feet (called North 65 degrees 06 minutes 25 seconds East, 1,368.62 feet) to a 5/8 inch iron rod found for corner, same being the most southerly southeast corner of said Tract 5 called 46.446 acre parcel, same being the most southerly corner of that certain Tract 4 called 46.446 acre parcel as described by instrument recorded in Volume 1188, Page 367 of the Official Records of Washington County, Texas, and same being in a northwesterly line of the tract herein described;

THENCE, continuing with said common line, North 65 degrees 06 minutes 55 seconds East, a distance of 1,039.89 feet (called North 65 degrees 06 minutes 55 seconds East,1,039.89 feet) to a ½ inch iron rod found for corner, same being a southeasterly interior corner of said Tract 4 called 46.446 acre parcel, and same being a northwesterly exterior corner of the tract herein described;

THENCE, continuing with said common line, North 76 degrees 51 minutes 42 seconds East, 912.56 feet (called North 76 degrees 51 minutes 42 seconds East, 912.56 feet) to a ½ inch iron rod found for corner, same being the most southerly southeast corner of said Tract 4 called 46.446 acre parcel, same being a southwesterly exterior corner of that certain called 111.041 acre parcel as described by instrument recorded in Volume 1381, Page 60 of the Official Records of Washington County, Texas, and same being the most northerly northeast corner of the tract herein described;

THENCE, with said common line, South 12 degrees 34 minutes 38 seconds East, a distance of 1,524.34 feet (called South 12 degrees 34 minutes 38 seconds East, 1,524.34 feet) to a ½ inch iron rod found for corner, same being a southwesterly interior corner of said called 111.041 acre parcel, same being a northeasterly exterior corner of that certain called 207.20 acre parcel as described by instrument recorded in Volume 1559, Page 278 of the Official Records of Washington County, Texas, and same being the most southerly southeast corner of the tract herein described;

THENCE, with said common line, South 74 degrees 52 minutes 11 seconds West, a distance of 1,203.70 feet (called South 74 degrees 52 minutes 11 seconds West, 1,203.70 feet) to a ½ iron rod found for corner, same being the most westerly northwest corner of said called 207.20 acre parcel, same being the most northerly northeast corner of the residue of that certain called 109.7 acre parcel as described by instrument recorded in Volume 202, Page 55 of the Deed Records of Washington County, Texas, and same being a southeasterly interior corner of the tract herein described;

THENCE, with said common line, South 74 degrees 13 minutes 13 seconds West, a distance of 1,338.19 feet (called South 74 degrees 13 minutes 13 seconds West, 1,338.19 feet) to a 3/8 inch iron rod found for corner, same being the most northerly northwest corner of the residue of said called 109.7 acre parcel, same being the most northerly northeast corner of that certain called 4.353 acre parcel as described by instrument recorded in Volume 874, Page 123 of the Official Records of Washington County, Texas, and more particularly described by instrument recorded in Volume 353, Page 816 of the Deed Records of Washington County, Texas, and same being a southeasterly interior corner of the tract herein described;

THENCE, with said common line, South 73 degrees 36 minutes 06 seconds West, a distance of 639.97 feet (called South 73 degrees 36 minutes 06 seconds West, 639.97 feet) to a 3/8 inch iron rod found for corner, same being the most northerly northwest corner of said called 4.353 acre parcel, same being in the aforementioned northeasterly right-of-way line of Farm-to-Market No. 1371, and same being the most southerly southwest corner of the tract herein described;

THENCE, with said northeasterly right-of-way line of Farm-to-Market No. 1371 and said common line, North 16 degrees 53 minutes 12 seconds West, a distance of 1,176.19 feet (called North 16 degrees 53 minutes 12 seconds West, 1,176.19 feet) to the POINT OF BEGINNING of the tract herein described and containing 104.712 acres of land, more or less. All bearings noted herein are based on the Texas Coordinate System of 1983, Central Zone 4203. Dated August 25, 2022.