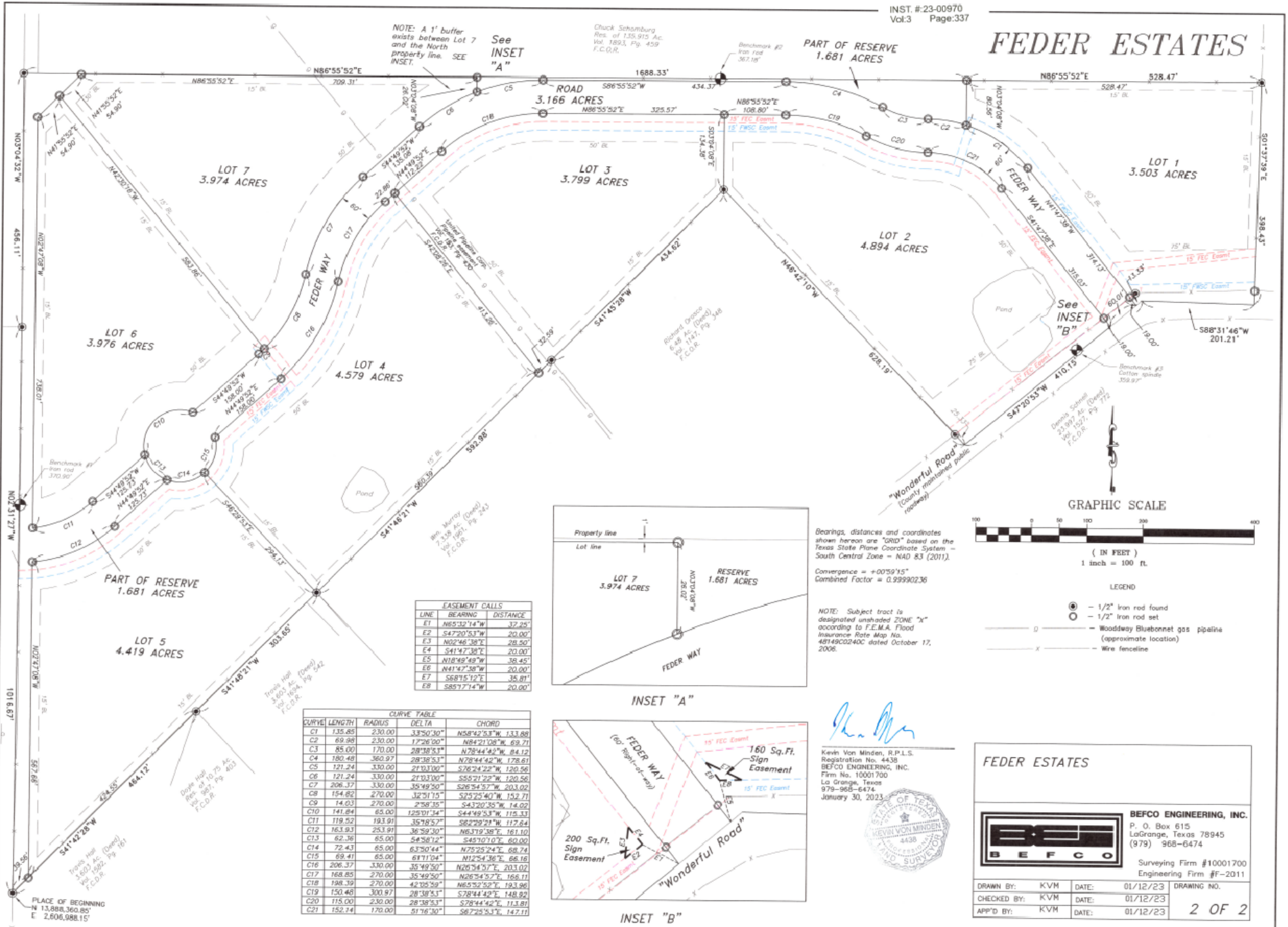


# FEDER ESTATES

NOTE: A 1' buffer exists between Lot 7 and the North property line. See INSET "A".

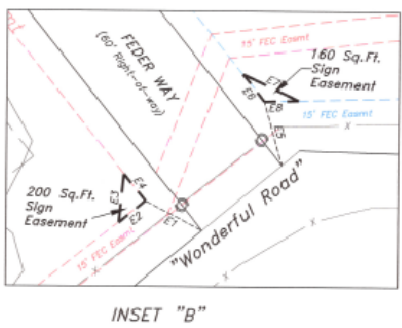
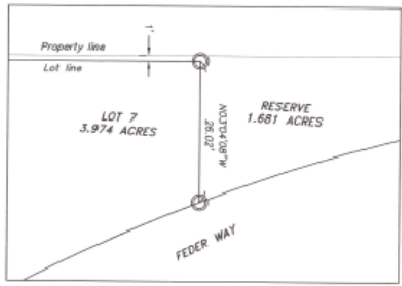
Chuck Schomburg Res. of 135.915 Ac. Vol. 1893, Pg. 459 F.C.O.R.

PART OF RESERVE 1.681 ACRES



LINE	BEARING	DISTANCE
E1	N65°32'14"W	32.29'
E2	S47°20'53"W	20.00'
E3	N02°46'38"E	28.50'
E4	S41°47'30"E	20.00'
E5	N18°48'49"W	38.46'
E6	N41°12'38"W	20.00'
E7	S68°15'12"E	35.81'
E8	S85°17'14"W	20.00'

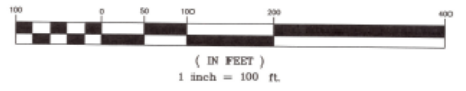
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	135.85	230.00	33°50'30"	N58°42'53"W 133.68
C2	69.98	230.00	17°26'00"	N44°21'08"W 69.71
C3	85.00	170.00	28°38'51"	N78°44'42"W 84.12
C4	180.48	360.97	28°38'51"	N78°44'42"W 178.61
C5	121.24	330.00	21°03'00"	S76°24'22"W 120.56
C6	121.24	330.00	21°03'00"	S55°21'22"W 120.56
C7	206.37	330.00	35°49'50"	S26°54'57"W 203.02
C8	154.82	270.00	32°51'15"	S2°25'40"W 152.71
C9	14.03	270.00	2°58'35"	S44°20'35"W 14.02
C10	141.84	65.00	125°01'34"	S44°49'53"W 115.33
C11	119.02	193.91	35°18'52"	S62°29'21"W 112.24
C12	163.93	253.91	36°59'30"	N6°19'38"E 161.10
C13	62.36	65.00	54°58'12"	S45°10'10"E 60.00
C14	72.43	65.00	63°30'44"	N75°25'24"E 68.74
C15	69.41	65.00	61°11'04"	N12°54'36"E 66.16
C16	208.37	330.00	35°49'50"	N26°34'37"E 203.02
C17	168.85	270.00	35°49'50"	N26°34'37"E 168.11
C18	198.39	270.00	42°05'59"	N65°55'52"E 193.86
C19	150.46	300.97	28°38'53"	S78°44'42"E 148.82
C20	115.00	230.00	28°38'53"	S78°44'42"E 113.81
C21	152.14	170.00	51°16'30"	S67°25'31"E 147.11



Bearings, distances and coordinates shown hereon are "GRID" based on the Texas State Plane Coordinate System - South Central Zone - NAD 83 (2011).  
Convergence = +00°59'15"  
Combined Factor = 0.99990236

NOTE: Subject tract is designated unshaded ZONE "X" according to F.E.M.A. Flood Insurance Rate Map No. 48149C0240C dated October 17, 2008.

Kevin Von Minden, R.P.L.S.  
Registration No. 4438  
BEFCO ENGINEERING, INC.  
Firm No. 10001700  
La Grange, Texas  
979-968-6474  
January 30, 2023



- LEGEND
- - 1/2" Iron rod found
  - - 1/2" Iron rod set
  - D — Woodway Bluebonnet gas pipeline (approximate location)
  - X — Wire fence line

**FEDER ESTATES**

**BEFCO ENGINEERING, INC.**  
P. O. Box 615  
LaGrange, Texas 78945  
(979) 968-6474

Surveying Firm #10001700  
Engineering Firm #F-2011

DRAWN BY: KVM	DATE: 01/12/23	DRAWING NO.
CHECKED BY: KVM	DATE: 01/12/23	2 OF 2
APP'D BY: KVM	DATE: 01/12/23	

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FEDER ESTATES HOA, LLC, FAYETTE COUNTY, TEXAS**

BY THESE PRESENTS, that **Donald T. Wilson Jr. and Diana L. Wilson**, the owner of that certain tract or parcel of land containing 34.0 acres, lying in and being situated out of the Andrew Castleman League, Abstract 30 in Fayette County, Texas, and being a portion of that certain 135.915 Acre Tract of land conveyed to Chuck Schomburg and Tara Schomburg by deed recorded in Volume 1893, Page 459 Official Records, Fayette County, Texas, which land has been heretofore platted and subdivided into that certain subdivision known as **Feder Estates**, according to and as shown by that map or plat (Final Plat) thereof recorded with the County Clerk of Fayette County, Texas, in RECORDING VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, of Fayette County, Texas, and does, for the protection and benefit of all owners of any Lot or Lots in said subdivision, hereby impress each and all of the Lots in said subdivision with the following restrictive covenants running with the land governing the use, occupancy, enjoyment and sale of any and all such Lots.

1. All **Lots** (Lots) shall be used solely for **single-family residential** purposes.
2. No **further subdividing** of the Lots shall be permitted.
3. The **owners of the Lots are those Lots described in the subdivision known as Feder Estates**, according to and as shown on that Final Plat as recorded with the County Clerk of Fayette County, Texas and further described on this page one of these Declarations and Covenants.
4. Only **one primary residence may be constructed on a Lot**. Outbuildings and associated structures used in conjunction with residential use of the Lot are permitted. Detached garages, workshops, barns and any other such structures must be of good construction, designed to match and coordinate with the primary residence aesthetic, design and materials, kept in good repair, and not used for residential occupancy purposes.
5. The **primary residence constructed** on a Lot shall contain not less than **2,200 square feet** of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports.
6. The primary residence may have a guest house constructed on a Lot. **The guest house constructed shall contain not less than 600 square feet of enclosed and air-conditioned floor living area**, exclusive of the garage area, porches, terraces, patios, driveways, and carports. The guest house shall be constructed of similar design and material to that of the primary residence constructed on the Lot. No guest house may be constructed unless a primary residence is constructed and maintained upon the Lot as well. Any guest house shall be constructed simultaneous to the primary residence or subsequent to the main residence, but not before.
7. **No mobile home, modular home, tiny home, manufactured home, barn-dominium, container home, trailer, shack** or the like shall be permitted on any Lot.
8. Any residential construction, or other permanent structures, are to be **completed within eighteen (18) months** from construction start. Temporary facilities such as travel trailers and motor homes **MAY NOT** be utilized prior to the construction period.

9. Feder Way is **constructed to county standards** applicable at the time of construction, is warranted for one year from date of substantial completion, and will be transferred to the County for future maintenance, per the applicable Fayette County development ordinance. All construction should be completed from this subdivision road, except **Lot 1** and **Lot 2** which Lots may have temporary construction traffic access during the period of construction of the Primary residence, from Wonderful Road, so long as any utilities, ditches, signs, or fences are returned to the condition and state just prior to construction start.
10. The owner of a damaged or destroyed building on any Lot shall **promptly make replacement in order to restore the building to its condition prior to the damage or destruction**. Should the owner not commence restoration or repair of the damaged building within six months, and complete the repairs within one year, the owner shall tear down the damaged building and remove the debris from the Lot.
11. **No individual water-supply system shall be permitted on any Lot unless the system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Fayette County Ground Water Conservation District**. Approval of the system as installed shall be obtained from the proper authority. Each owner shall be responsible for the maintenance and painting of all improvements on each Lot.
12. **No individual sewage-disposal system shall be permitted on any Lot unless the system is designed, located, permitted, and constructed in strict accordance with the requirements, standards, and recommendations of Fayette County, Texas** and shall comply with all state laws and regulations. Approval of the system as installed shall be obtained from the proper authority.
13. **No refuse pile or other unsightly objects shall be allowed to be placed or to remain anywhere on any Lot** for a period extending beyond one week. At no time shall any trash, refuse, or trees be burned on any Lot regardless of whether it is on open ground or in a burn bit, or whether a county burn ban is in effect or not.
14. **No one may use, generate, manufacture, produce, store, release, discharge or dispose of, on, under, or about the Lots, or transport to or from the Lots any Hazardous Substance** (as defined by state or federal law) or allow any other person or entity to do so, except in minor amounts under conditions permitted by applicable laws.
15. **No unused or abandoned motor vehicles, or travel trailers shall be allowed to be placed or to remain anywhere on any Lot**. Travel trailers and motor homes may be stored upon the property so long as they are not used as a residence and are stored in a manner that does not negatively impact the overall positive attractiveness of the property.
16. **No commercial signs advertising the name of a commercial enterprise shall be located on any Lot**. In the event of a sale of a Lot, one (1) for sale sign, said sign being no more than six (6) square feet in size, may be located on the Lot being advertised for sale.
17. **No noisy, obnoxious or offensive activity shall be allowed** or carried on, upon or from any Lot in the subdivision, nor shall any activity be allowed or conducted on any Lot that would be a nuisance to the owners of other Lots.

18. **No hunting of any game/non-game animal of any kind shall be permitted on any Lot.** No target practice, range shooting, gun sighting, or shooting sports of any kind shall be permitted on any Lot, in accordance with Fayette County Regulations.
19. **No quarrying, drilling, refining, or mining operations** of any kind for the exploration or development of oil, gas, or other minerals or artifacts, including but not limited to sand, gravel, uranium, coal, lignite, iron, gold, silver and all other minerals whether mined by drilling, strip mining, or any other method shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot. Notwithstanding the foregoing, nothing herein shall prohibit Declarant or the HOA from drilling water wells on the Property, subject to Item 11 above.
20. **Livestock/Animals may be kept and maintained on said Lots** in numbers not to exceed two (2) animals for each Lot for horses and cattle, one (1) swine, and may not exceed four (4) sheep or goats. No more than five (5) animals total shall be allowed. Chickens, ducks, geese or other poultry (maximum ten (10) shall be allowed if contained within a pen and do not become annoyance to neighbors. No livestock are permitted for Commercial purposes of any kind. Animals used for non-commercial special projects, (student's participation in FFA, 4H, Fayette County Fair or other special projects emphasizing education and individual responsibility with animals, are permitted only if used in a child's or student's educated related projects, subject to the quantity limitations specified above. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In all instances, household pets and all livestock shall be restrained within fenced areas or under leash.
21. The foregoing covenants, conditions, and restrictions are to **run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of recording**, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, at the time of extension, seventy-five percent (75%) of the total votes of the HOA, in the aggregate, of the outstanding votes, shall have voted to amend or terminate the covenants and restrictions of this Declaration by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Fayette County, Texas.
22. **Should an owner of a Lot violate any of the covenants and restrictions set forth herein, it shall be lawful for the original Declarant, or any other Lot Owner(s) in this subdivision to file an appropriate lawsuit in the District Court in and for Fayette County, Texas, in law or equity, or both, against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, in order to enforce the letter and spirit of these restrictions and covenants, and the party found to be at fault shall be liable for all costs and damages, including reasonable attorney's fees, incurred in connection with the enforcement of these restrictions.**
23. Invalidation of any one or more of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect the **validity of the other remaining restrictions.**

EXECUTED on \_\_\_\_\_ of **February 2023**.

**Feder Estates HOA, LLC**, a Texas Limited Liability Company

BY: \_\_\_\_\_  
Donald T. (Sam) Wilson Jr., Managing Member

THE STATE OF TEXAS

COUNTY OF FAYETTE

This instrument was acknowledged before me on the \_\_\_\_\_ day of **February 2023** by Donald T. Wilson Jr., as managing member of Feder Estates, LLC., a Texas Limited Liability Company, on behalf of said company.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

\_\_\_\_\_  
Notary's Typed or Printed Name

\_\_\_\_\_  
Notary's Commission Expires:

**HOME OWNER'S ASSOCIATION AGREEMENT FOR  
FEDER ESTATES HOA, LLC  
FAYETTE COUNTY, TEXAS**

**ARTICLE I**  
Definitions

**Section 1.** "Feder Estates" shall refer to the confines of the platted subdivision, exclusive of Reserve Areas, including Lots and Common Areas, Roads and Easements, shown by that map or plat (Final Plat) thereof recorded with the County Clerk of Fayette County, Texas, in RECORDING VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, MAP of Fayette County, Texas.

**Section 2.** "Association" or "HOA" shall refer to the Feder Estates Home Owner's Association, LLC. (HOA) of which each Owner and Declarant shall be a member according to the terms and conditions of this Feder Estates Home Owner's Association Agreement as filed and recorded with the County Clerk of Fayette County, Texas, in RECORDING VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, MAP of Fayette County, Texas.

**Section 3.** "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Feder Estates Subdivision, and any amendments, annexations and supplements thereto made in accordance with its terms.

**Section 4.** "Owner" shall mean and refer to the record owner, a Class A Member in the HOA, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

**Section 5.** "Declarant" shall mean and refer to Donald T. (Sam) Wilson Jr. and Diana L. Wilson, or their successors and assigns who are specifically designated as the successor-in-interest to the Declarant, a Class B Member, in writing by the Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Parcel acquired by such successor or assign.

**Section 6.** "Lot" is any Affected Tract, Affected Lot, Lot, or Parcel properly deeded and recorded to an Owner or Declarant, according to the legal description of the platted area.

**Section 7.** "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

**Section 8.** "Reserve(s)" shall mean and refer to any areas that are shown on the Final Plat of the Property or any part thereof or otherwise indicated herein on the existing final plat of Feder Estates subdivision, along with all related landscaping, fixtures, machinery, equipment, appliances and utility facilities now or hereafter installed therein or attached thereto, and (ii) all other property hereafter designated by the Declarant as "Reserve(s)", and which shall remain the sole property of Declarant to hold and control indefinitely, or convey at any such future time, exclusive of the provisions of this HOA Agreement.

**Section 9.** "Common Areas" shall mean and refer to (i) the wall(s), fence(s), sign(s), improvement(s), and landscaping, as shown on any recorded Final Plat of the Property or any part thereof or otherwise indicated herein on the existing final plat of Feder Estates Subdivision, along with all related fixtures, machinery, equipment, appliances and utility facilities now or hereafter

installed therein or attached thereto, and (ii) any and all entry features and entrance monuments, (iii) all landscaping easements shown on the Final Plat and/or designated herein, and (iv) all other property hereafter designated or conveyed by the Declarant as "Common Areas" to the HOA.

**Section 10.** "Common Maintenance Areas" shall mean and refer to the Common Areas and the entrance monuments, drainage facilities, detention ponds, holding tanks, ponds, lakes, right-of-way landscaping, and such other areas lying within dedicated public easements or right-of-way as deemed appropriate by the Board of Directors of the HOA for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners.

**Section 11.** "Architectural Control Committee" (the "Committee") shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class community development. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property.

## **ARTICLE 2**

### Feder Estates Home Owners Association, LLC. (HOA)

**Section 1. Membership.** The Declarant and every other Owner of a Lot shall be a Member of the HOA. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every Member shall have the right at all reasonable times during business hours to inspect the books of the HOA.

**Section 2. Funding.** Subject to the terms of this Article, each new Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay as a portion of the consideration and purchase money paid by each such Owner for such Lot to the HOA: (1) annual assessment dues or charges, and (2) special assessments or dues for capital improvements, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term if applicable) of this Declaration. The annual and special assessment (dues), together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall run with the land and be a continuing lien upon the Lot against which each such assessment is made. Each such assessment (dues), together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments (dues) shall pass to the successors in title of such Owner unless expressly excluded by them.

### **Section 3. Assessments.**

- I. **Units Owned by Class A Members.** Subject to the terms of this Article, each Lot owned by a Class A Member is hereby subject to an initial assessment of \$500.00 (the "initial Maximum Annual Assessment" and for each calendar year thereafter the "Maximum Annual Assessment" until such Maximum Annual Assessment shall be increased in accordance with the By-Laws of the HOA (provided that the Maximum Annual Assessment may be increased each year not more than 10% above the Maximum Annual Assessment for the previous year without a vote of the Membership of the HOA, as provided in the By-Laws of the HOA), for the purpose of creating a fund to be designated and known as the "assessment fund", which assessment will be paid by the Owner of each Lot (which Owner

is also a Class A Member) in advance in one installment, commencing on the date of the conveyance of such Lot to a Class A Member by Declarant. Notwithstanding the Maximum Annual Assessment (including the Initial Maximum Annual Assessment), the HOA has the right to establish, set and fix an amount less than the Maximum Annual Assessment as the actual amount Class A Members will be assessed for their respective Lots (the "Actual Annual Assessment"). Lots owned by Declarant or any other Class B Member shall be subjected to assessments and/or dues ("Shortfall Assessment") equal to the amount of the Shortfall (as hereinafter defined) divided by the number of Lots owned by the Declarant or Class B Member; provided, however, at no time shall the Declarant or Class B Member be obligated to pay a Shortfall Assessment for a Lot(s) in excess of one-twelfth (1/12th) of the Actual Annual Assessment per month, annualized on a calendar year basis, unless the Declarant or Class B Member in its sole discretion elects to pay such excess amount. Upon completion of construction of a Unit on such Lot, the Declarant or Class B Member will be required to pay the same assessment on such Lot as a Class A Member. The term "Shortfall" shall mean the dollar amount in excess of the total amount of assessments due from Class A Members that it cost Declarant and/or the HOA for normal, recurring maintenance charges for the Reserve/Common Areas. Declarant shall receive a credit against Shortfall Assessments for all out-of-pocket cost and expenses paid directly by Declarant for Reserve/Common Area cost and expenses and HOA cost and expenses. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board of Directors of the HOA at least thirty (30) days in advance of each assessment period. Said rate may be adjusted from time to time by the Board of Directors as the needs of the HOA may, in the judgement of the Directors, require. The assessment for each Lot shall be uniform. The HOA shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the HOA setting forth whether or not the assessment has been paid for the assessment period.

2. **Purpose of Assessment (Dues) Fund.** The HOA shall establish an assessment fund composed of Owners' annual assessments and/or dues and shall use the proceeds of such fund providing for normal, recurring maintenance charges for the Reserve/Common Areas for the use and benefit of all Members of the HOA. Such uses and benefits to be provided by the HOA may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Reserve/Common Areas (including, but not limited to, cleaning, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping and related facilities) and the improvements to such Reserve/Common Areas, such as sprinkler systems, and private streets, if any, provided the HOA shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Reserve/Common Areas; payment of all legal and other costs and expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the assessment fund applies, including without limitation costs and expenses paid or incurred in connection with insuring such property and the payment of any and all taxes thereon; payment of all reasonable and necessary expenses in connection with the collection and administration of the assessments; employment of policemen- and watchmen, if any; engagement of a manager or management firm to operate and/or maintain all or any portion of the Reserve/Common Areas; caring for vacant Lots; obtaining errors and omission insurance or coverage for officers and directors and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the HOA to keep the Property neat and in good



order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The HOA shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements of the Reserve/Common area. The fund shall be established and maintained out of regular annual assessments and/or dues. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed to obligate Declarant or the HOA to expend funds for Lots not owned by the HOA or the Declarant.

3. **Special Assessment (Dues) for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements.** In addition to the annual assessments and/or dues authorized above, the HOA may, by vote of two-thirds (2/3) of the Members in the aggregate, who are voting in person or by proxy at a meeting called for this purpose, levy special assessments as follows: in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Reserve/Common Area, including fixtures and personal property related thereto may be assessed. The HOA shall not commingle the proceeds of such special assessment with the assessment fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

**Section 4. Non-payment of Assessments (Dues): Remedies of the HOA.** Any assessment or dues not paid within thirty (30) days after the due date shall bear interest from the due date at the highest non-usurious rate of interest allowed by Texas law or 18% per annum, whichever is less. The HOA shall have the authority to impose late charges to compensate for the administrative and processing cost of late payments on such terms as it may establish by duly adopted resolutions and the HOA may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien retained herein against the property, in accordance with the terms and provisions of Section 51.002 of the Texas Property Code, as amended, or otherwise. No Owner may waive or otherwise escape liability for the assessments or dues provided for herein by non-use of the Reserve/Common Area or abandonment of their property.

**Section 5. Subordinated Lien to Secure Payment and Performance.** To secure the payment of the assessments and dues established hereby and to be levied on individual Lots as above provided, and the performance by the Owners of the Lots of all of the duties, obligations and indebtedness of such Owners as set forth herein of the HOA, there is hereby reserved a lien for the benefit of the HOA, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further, provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of the lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which

the proposed action is based. Upon the request of any such first mortgage lienholder, any such beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The HOA shall have a right to file notices of liens in favor of such HOA in the Real Property Records of Fayette County, Texas.

**Section 6. Voting Rights.** The HOA shall have two classes of voting membership:

1. **Class A.** Class A Members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall be Members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.
2. **Class B.** The Class B Member shall be the Declarant who shall be entitled to ten (10) votes for each unoccupied Lot owned by it. The Class B Membership shall cease when Declarant no longer owns any Lots, or twenty (20) years after conveyance of the first Lot by Declarant, whichever occurs earlier. Class B Membership shall be reinstated at any time before the expiration of twenty (20) years from the date of conveyance of the first Lot if additional Lots owned by a Class B Member are annexed to this Declaration

All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment or dues duly established pursuant to this Article or is otherwise in default hereunder and such suspension shall apply to the proxy authority of the Voting Representative, if any.

**Section 7. Notice and Quorum.** Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all Members, or delivered to their residences, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies or Voting Representatives entitled to cast one-half ( $\frac{1}{2}$ ) of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the quorum requirement for such prior meeting. The HOA may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting in accordance with the terms and provisions of the Immediately preceding sentence). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

### **ARTICLE 3**

#### **General Powers and Duties of Board of Directors of the HOA**

**Section I. Purpose of Assessment Fund.** The Board, for the benefit of the Owner), shall provide and shall pay out of the assessment fund provided for in Article 2 the following:

1. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Reserve/Common Areas, rather than against the individual Owners, if any.

**Restrictive and Protective Covenants**

2. Care and preservation of the Reserve, Common and Common Maintenance Areas.
3. The services of a professional person or management firm to manage the HOA or any separate portion thereof to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the HOA, whether such personnel are employed directly by the Board or by the manager.
4. Legal and accounting services.
5. A policy or policies of insurance insuring the HOA or its officers and directors against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the HOA in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article 3.
6. Workers compensation insurance to the extent necessary to comply with any applicable laws.
7. Such fidelity bonds as may be required by the By-Laws or as the Board may determine to be advisable.
8. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

**Section 2. Election of Board Members.** The Board, for the benefit of the Owners, shall be elected by a majority of the Class A and B Member's votes. The board shall consist of at least three members, and each shall serve a two-year term. Board member terms shall be established at time of election to result in a rotation of no more than two board members up for reelection in any one year. A board member can be removed from the board with two-thirds (2/3) vote at a properly called meeting.

**Section 3. Powers and Duties of Board.** The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein:

1. To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.
2. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.
3. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the HOA.
4. To protect or defend the Common Areas from loss or damage by suit or otherwise, as the Board sees fit, and to provide adequate reserves for replacements, as the Board sees fit.
5. To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes (Class A and Class B Members) of the HOA, or with respect to a rule applicable to less than all of the Common Areas, by a majority of the votes of the Owners in the portions affected.
6. To make available for inspection by Owners within ninety (90) days after the end of each year an annual report and to make all books and records of the HOA available for

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inspection by Owners at reasonable times and intervals.

7. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.
8. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner(s) for violation of such provisions or rules, as the Board sees fit.
9. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings, as the Board sees fit.

**Section 4. Board Powers Exclusive.** The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the assessment fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

**Section 5. Maintenance Contracts.** The Board, on behalf of the HOA, shall have full power and authority to contract with any Owner or other person or entity for the performance by the HOA of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the HOA, and in compliance with all applicable laws, rules and regulations.

**Section 6. Liability of Board.** The Board and its officers shall only be liable for gross negligence and the HOA shall indemnify and hold them harmless from all other claims and causes of action. Members may not bring legal action against the board, officers, committee members, or any member of the board, except in the case of gross negligence.

## **ARTICLE 4**

### Title to Common Areas

**Section 1. Conveyance/HOA to Hold.** The Declarant may hereafter, in Declarant's sole option, grant and convey unto the HOA all of the right, title and interest of the Declarant in and to the Common Areas, exclusive of Reserves, whereupon the HOA shall assume all maintenance obligations with respect to any Common Areas which may then exist or thereafter be established. Nothing contained herein shall create an obligation on the part of Declarant to establish any additional Common Areas.

**Section 2. Liability Insurance.** From and after the date on which title to any Common Area vests in the HOA, the HOA may purchase and carry a general comprehensive public liability insurance policy for the benefit of the HOA and its Members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the HOA. The HOA shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the Members, Directors, and the management company and other insureds, as their interests may be determined.

**Section 3. Condemnation.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the HOA and shall be used by the HOA to purchase additional Common Areas to replace that which has been condemned or to take whatever steps as it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the HOA determines that the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any remaining funds may be utilized by the HOA for the general assessment fund.

## **ARTICLE 5**

### Easements

**Section 1. Reserve Area(s).** The Declarant hereby reserves the right to own or convey the Reserve area(s), and grant perpetual, nonexclusive easements for the benefit of the Declarant or its designees, successors and assigns, upon, across, over, through and under any portion of the Reserve Areas for the providing of ingress and egress in connection with the installation, replacement, repair, maintenance, ongoing use and operation of all utility and service lines, and service systems, roads, public and private, to or through the Property. Declarant, for itself and its designees, reserves the right to retain title to any such easements.

**Section 2. Utility Easements.** As long as Class B Membership shall be in effect, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of the Declarant or its designees, upon, across, over, through and under any portion of the Common Area or any portion of any Lot outside of the permitted building area of such Lot as reasonably required for the providing of ingress and egress in connection with the installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, roads, public and private, to or through the Property. Declarant, for itself and its designees, reserves the right to retain title to any such easements. Upon cessation of Class B Membership, the HOA shall have the right to grant the easements described herein.

**Section 3. Declarant and HOA's Easement to Correct Drainage.** As long as Class B Membership shall be in effect and thereafter as long as these Declarations are in effect, Declarant hereby reserves unto itself and any successors to Declarant and thereafter unto the HOA a blanket easement on, over and under the ground within the Property to reasonably maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be reasonably necessary to provide adequate drainage. for any portion of the Property. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant or the HOA to correct any drainage facilities within the Property.

**Section 4. Easement for Unintentional Encroachment.** The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

**Section 5. Entry Easement.** In the event that an Owner fails to maintain their Lot as required herein, or in the event emergency repairs are required, the Declarant hereby reserves unto itself and any successors to Declarant and thereafter unto the HOA an easement to enter upon any such Lot and to do the work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and neither the Declarant nor the HOA shall be liable for any damage so created unless such damage is caused by the Declarant's or the HOA's gross negligence.

**Section 6. Drainage Easements.** Easements for the installation and maintenance of utilities, storm water retention, detention ponds, and/or a conservation area are reserved as may be shown on the recorded plat or hereinafter set forth herein. Within these easement areas, no structure, plant or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the HOA is responsible.

**Section 7. Completion Easement.** All Lots shall be subject to easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property within the bounds of building set back lines as may be reasonably expedient or necessary for the construction, servicing and completion of improvements, fencing, landscaping or other such work that may be necessary upon land or parcels adjacent to the Property, provided that such easement shall terminate sixty (60) months after the date such Lot is conveyed to the Owner by the Declarant.

**Section 8. Utility, Access and Drainage Easements.** The Declarant hereby creates, grants, and reserves perpetual, nonexclusive utility, access and drainage easements for the benefit of the Declarant, its assigns, designees and the HOA, upon, across, over, through and under the following areas as described in the plat of the subdivision:

1. **Lot 1:** 15' FWSC dedicated easement along the southern boundary as shown on the recorded Final Plat; and a 15' continuing FWSC dedicated easement along the west boundary parallel to Feder Way; and a 15' FEC dedicated easement inside the 75' building setback line along the southern boundary as shown on the recorded Final Plat.
2. **Lot 2:** 15' FWSC dedicated easement along the northern boundary from the point where the easement crosses Feder Way and westward as shown on the recorded Final Plat; and a 15' FEC dedicated easement along the southern boundary continuing parallel to Feder Way northward along the eastern boundary and then westward along Feder Way as shown on the recorded Final Plat.
3. **Lot 3:** 15' FWSC dedicated easement along the northern boundary as shown on the recorded Final Plat; and a 15' FEC dedicated easement along the northern boundary as shown on the recorded Final Plat.
4. **Lot 4:** 15' FWSC dedicated easement along the northern boundary as shown on the recorded Final Plat; and a 15' FEC dedicated easement along the northern boundary as shown on the recorded Final Plat.

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5. **Lot 5:** 15' FWSC dedicated easement along the northern boundary as shown on the recorded Final Plat; and a 15' FEC dedicated easement along the northern boundary as shown on the recorded Final Plat.
6. **Lot 6:** 15' FWSC dedicated easement at the point of junction with the public utility crossing of Feder Way as shown on the recorded Final Plat; and a 15' FEC dedicated easement at the point of junction with the public utility crossing of Feder Way as shown on the recorded Final Plat.
7. **Lot 7:** 15' FWSC dedicated easement at the point of junction with the public utility crossing of Feder Way as shown on the recorded Final Plat; and a 15' FEC dedicated easement at the point of junction with the public utility crossing of Feder Way as shown on the recorded Final Plat.

Said reservation includes reasonable ingress and egress in connection with the installation, replacement, repair, maintenance, use and operation of all drainage and utility infrastructure and service systems, and roads public and private. Declarant, for itself and its assigns and designees, including the HOA, reserves the right to retain title to any such easements and may grant easements, public and private, to such utility companies or persons as Declarant or its designees may so elect to grant. Within these easement areas, no structure shall be placed or permitted to remain which may damage or interfere with access to or with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area located on each of the foregoing Lot(s) and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the HOA is responsible for maintaining.

**Section 9. Pipeline Corridor Utility Easement.** The Declarant hereby creates, grants and reserves perpetual, non-exclusive pipeline corridor utility easements for the benefit of the Pipeline owner, Declarant, its designees and the HOA, upon, over, under and through the following easement areas:

1. Southwest boundary of **Lot 3**, extending from the southern property line to the northern property line in the area of the building setback and as marked as the pipeline utility.
2. Eastern portion of **Lot 7**, extending from the southern property line to the northern property line of the upper corner.

Said reservation includes reasonable ingress and egress in connection with the installation, replacement, repair, maintenance and use of said utilities at the pipeline owner's option. Within these easement areas, no structure shall be installed or built or material placed or permitted to remain which may interfere with the pipeline utility as determined by the Pipeline owner, Declarant and/or the HOA. The area of the easement located on a Lot and being between any fence installed by Owner on each of the foregoing Lots may at the option of the Pipeline owner be maintained by the Pipeline company from time to time; otherwise such area will be maintained by the Owner of the Lot and the area of the easement being between any fence and the remainder of the Lot shall be maintained by the Owner of the Lot; and to the extent an Owner has cross-fenced any portion of the easement area (to the extent such Owner may be permitted in Article 9, Section 5) such Owner will provide access to the easement area through a gate.

**Section 10. Private Fence and Landscape Easements and Building Line Set Back.** The Declarant hereby creates, grants and reserves perpetual, nonexclusive fence and landscape easements and building line setbacks for the benefit of the Declarant, its designees and the HOA, upon, across, over, through and under the following areas of varying widths as described below on the following Lots:

1. **Lot 1:** No building or structure shall be constructed between the building setback lines and the property lines. (i) Being a fifty-foot (50') wide fence and building line set back for the front yard (eastern) portion of the Lot which are adjacent to and contiguous with Feder Road and which (ii) overlaps the seventy-five-foot (75') wide building setback line along Wonderful Road and (iii) overlaps the fifteen-foot (15') wide building setback line along the northern boundary and which (iv) overlaps the fifteen-foot (15') eastern building setback line all of which are shown on the recorded Final Plat of Feder Estates subdivision. Fencing is permitted along the Wonderful Road property line as is currently constructed. The HOA subdivision entry signage is contained within a dedicated signage easement described further in Section 11.
2. **Lot 2:** No building or structure shall be constructed between the building setback lines and the property lines. (i) Being a fifty-foot (50') wide fence and building line set back for the front yard (eastern) portion of the Lot which are adjacent to and contiguous with Feder Road and which (ii) overlaps the seventy-five-foot (75') wide building setback line along Wonderful Road and (iii) overlaps the fifteen-foot (15') wide building setback lines along the southwestern boundary and which (iv) overlaps the fifteen-foot (15') northwestern boundary building setback line all of which are shown on the recorded Final Plat of Feder Estates subdivision. Fencing is permitted along the Wonderful Road property line as is currently constructed. The HOA subdivision entry signage is contained within a dedicated signage easement described further in Section 11.
3. **Lot 3:** No building or structure shall be constructed between the building setback lines and the property lines. (i) Being a fifty-foot (50') wide fence and building line set back for the front yard (northern) portion of the Lot which are adjacent to and contiguous with Feder Road and which (ii) overlaps the fifty-foot (50') wide building setback line along the existing Pipeline easement and (iii) overlaps the fifteen-foot (15') wide building setback lines along the southeastern boundary and which (iv) overlaps the fifteen-foot (15') eastern boundary building setback line all of which are shown on the recorded Final Plat of Feder Estates subdivision.
4. **Lot 4:** No building or structure shall be constructed between the building setback lines and the property lines. (i) Being a fifty-foot (50') wide fence and building line set back for the front yard (northern) portion of the Lot which are adjacent to and contiguous with Feder Road and which (ii) overlaps the fifteen-foot (15') wide building setback lines along the northeastern, southeastern and southwestern boundary lines all of which are shown on the recorded Final Plat of Feder Estates subdivision.
5. **Lot 5:** No building or structure shall be constructed between the building setback lines and the property lines. (i) Being a fifty-foot (50') wide fence and building line set back for the front yard (northern) portion of the Lot which are adjacent to and contiguous with Feder Road and which (ii) overlaps the fifteen-foot (15') wide building setback lines along the northeastern and southeastern boundary lines and which (iii) overlaps the fifteen-foot (15') wide building setback lines along the western boundary lines all of which are shown on the recorded Final Plat of Feder Estates subdivision.



6. **Lot 6:** No building or structure shall be constructed between the building setback lines and the property lines. (i) Being a fifty-foot (50') wide fence and building line set back for the front yard (southern) portion of the Lot which are adjacent to and contiguous with Feder Road and which (ii) overlaps the fifteen-foot (15') wide building setback lines along the northeastern, northwestern and western boundary lines all of which are shown on the recorded Final Plat of Feder Estates subdivision.
7. **Lot 7:** No building or structure shall be constructed between the building setback lines and the property lines. (i) Being a fifty-foot (50') wide fence and building line set back for the front yard (southern) portion of the Lot which are adjacent to and contiguous with Feder Road and which (ii) overlaps the fifteen-foot (15') wide building setback lines along the northern, north western, and western boundary lines all of which are shown on the recorded Final Plat of Feder Estates subdivision.

The front yard fifty-foot (50') easement shall have no fencing, signage, or structure (excepting a mail receptacle) placed between the fifty-foot (50') setback line and Feder Way.

**Section 11. Subdivision Fence and Signage Easement.** The Declarant hereby creates, grants and reserves perpetual, nonexclusive fence and signage easements for the benefit of the Declarant, its designees and the HOA, upon, across, over, through and under the following areas of varying widths as described below on the following Lots. The fence shall extend along wonderful road terminating with a subdivision entry sign at the corner of the east, west, or both sides of the road:

1. **Lot 1:** A fence easement along the southern property line adjacent to and contiguous with Wonderful Road, including a signage easement at the southwest corner extending twenty-feet (20') up each property line from the southwest corner pin and connecting these points with the hypotenuse for approximately thirty feet (36').
2. **Lot 2:** A fence easement along the southern property line adjacent to and contiguous with Wonderful Road, including a signage easement at the southeast corner extending twenty-feet (20') up each property line from the southwest corner pin and connecting these points with the hypotenuse for approximately thirty feet (29').

## **ARTICLE 6**

### Property Rights

**Section 1. Owners' Easement of Enjoyment.** Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

1. The right of the HOA to establish and publish rules and regulations governing the use of the Common Areas, including without limitation to levy fines and assessments for violation of published rules and regulations affecting the welfare of HOA Members;
2. The Right of the HOA to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against their Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

3. The right of the HOA, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to the conditions as may be agreed by the HOA. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to vote with two-thirds (2/3) of the votes of each class of Membership recorded agreeing to such dedication or transfer;
4. All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

**Section 3. Effect of Declaration.** Reference in any recorded plat, deed, mortgage trust deed or any other recorded documents to the easements, restrictions and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

**Section 4. Rezoning Prohibited.** No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the HOA and Declarant (as long as Declarant owns any Lot subject to this Declaration), which may be withheld in the HOA or the Declarant's sole discretion. Declarant or the HOA may enforce the covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

## **ARTICLE 7**

### Architectural Control Committee

**Section 1. Architectural Control Committee.** The Architectural Control Committee (the "Committee") shall be comprised of the Declarant, with sole control over the committee, until there are seven Class A Members. Until such time, the Declarant will take recommendations from Class A members in good standing with the HOA, under advisement. However, the Declarants decision on Architectural Control Committee decisions are final.

**Section 2. Committee Composition.** Upon such time that there are seven (7) Class A Members, the committee will then be comprised of three (3) Class A Members, who shall each serve a three-year term with each term expiring on a subsequent year. Initially, the first member will have a one-year term, the second member will have a two-year term. The third member will serve a three-year term. Committee members can serve subsequent terms. Committee members will be nominated and approved by a majority of the Class A Members. The three (3) individuals on the committee shall each be generally familiar with residential and community development design matters and knowledgeable about the HOA's concern for a high level of taste and design standards within the Property. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class community development. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property.

**Section 3. Resignation of a Member.** In the event of the death or resignation of any Member of the Committee, within 60 days a majority of the Class A Members shall nominate and approve a replacement committee member. A Class A Member of the committee can be removed by two-thirds (2/3) vote of Class A Members with a quorum present at an HOA Meeting, subject to the meeting notice and quorum requirements listed in Article 2, Sections 6 and 7. No Member of the Committee shall be liable for, and shall be indemnified against, claims, causes of action or damages, including decisions made in good faith (except where occasioned by gross negligence) arising out of services performed pursuant to this Declaration. The Committee shall be entitled, at any time and from time to time, to seek and obtain professional advice and counsel (including but not limited to architects, attorneys, designers, engineers and landscape architects) in connection with the performance of its duties, with all reasonable costs and expenses related thereto paid for or reimbursed by the HOA. The HOA shall have the right and power to impose and collect a reasonable fee from each Owner for the review and approval/disapproval process and services rendered by the Committee.

**Section 4. Purpose and Authorization.** The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Property. The approval by the Committee shall not constitute a warranty or a representation by the Committee that the plans are suitable for their intended purposes or that they comply with the County/City rules and regulations. All risk of use of plans approved by the committee will be borne by the Owner of the Lot and no Owner shall have any claim against the Committee, the Declarant or the HOA for the Committee's approval of such plans. Furthermore, there is no duty imposed upon the Committee, the Declarant or the HOA to approve the plans as requested by an Owner.

**Section 5. Architectural Standards.** The Committee may from time to time publish and promulgate architectural standards, bulletins, and/or Lot information sheets which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Unless otherwise indicated herein, the Committee shall not have unbridled discretion with respect to taste, design and any standards specified herein, and the Committee shall be responsive to technological advances or general changes in architectural designs and materials with related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other hand). Such bulletins and Lot information sheets shall supplement this Declaration and are incorporated herein by reference. EACH OWNER SHALL SEEK AND OBTAIN AND BECOME THOROUGHLY FAMILIAR WITH ANY AND ALL ARCHITECTURAL STANDARDS BULLETINS AND LOT INFORMATION SHEETS PRIOR TO ACQUISITION OF, AND CONSTRUCTION ON, ANY LOT.

**Section 6. Committee Review and Approval.** Final plans, specifications and surveys shall be submitted in duplicate to the Committee for approval or disapproval. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans, specifications and surveys meet the approval of the Committee one complete set of plans, specifications and surveys will be retained by the Committee and the other complete set will be marked "Approved" and returned to the Owner or their designated representative. If found not to be in compliance with the Declaration, the plans, specifications and surveys shall be returned "Disapproved" accompanied by a reasonable statement of items found not to comply with this Declaration. Any modification or change to the approved set of plans, specifications and surveys must again be submitted to the Committee for its inspection and approval. The Committee's

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unanimous approval or disapproval, as required herein, shall be evidenced in writing. If the Committee fails to approve or disapprove such plans, specifications and surveys within thirty (30) days after the date of submission, then such instruments shall be submitted by such Owner to the Board of Directors of the HOA. If the Board of Directors fails to approve or disapprove such plans, specifications and surveys within thirty (30) days, then the Committee and HOA approval shall be presumed. Once any plans and specifications for a house (the "House Plans") have been approved by the Committee or the Board of Directors (or deemed approved), such plans and specifications may continue to be utilized by the party submitting same for other houses to be constructed on other Lots without the necessity of having said House Plans reapproved, providing that any material modifications to such previously approved House Plans must once again be submitted to the Committee for approval as hereinabove provided.

**Section 7. Committee Considerations.** No building, structure, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications, a plot/site plan and one or more surveys have been submitted to and approved in writing by the Committee as to:

1. quality of workmanship and materials, adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets;
2. minimum finished floor elevation, masonry composition on elevations, and proposed footprint of the dwelling;
3. conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
4. location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon including drainage arrangements; and the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

**ARTICLE 8**

**Use Restrictions/Minimum Dwelling Unit Sizes**

**Section 1. Use.** All Lots and dwellings shall be used and occupied solely for single-family residence purposes. There shall not exist on any Lot at any time more than one residence. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. However, nothing contained herein will prohibit an Owner from having a home office or home-based business that does not involve regular excessive visitation to the Lot by clients or members of the general public, and further provided that the use is generally not readily discernible from outside the residence located on such Lot. This prohibition shall not apply to "garage sales" conducted with prior written consent of the HOA provided that no Owner shall conduct more than two (2) garage sales of no more than two (2) days duration each during any twelve (12) month period.

**Section 2. Building Area.** All buildings on Lots must be constructed in accordance with any and all applicable County of Fayette and extra territorial jurisdiction of the city of LaGrange, Texas (collectively the "County/Town" codes, rules and regulations applicable to the size and area of such

buildings; provided, however, the primary residence constructed on a Lot shall contain not less than 2,200 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports. No mobile home, modular home, tiny home, manufactured home, barn-do-minium, container home, trailer, shack or the like shall be permitted on any Lot. The primary residence may have a guest house constructed on a Lot. The guest house constructed shall contain not less than 800 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports. The guest house constructed shall be constructed of similar material and design to that of the primary residence constructed on the Lot. No guest house may be constructed unless a primary residence is constructed and maintained upon the Lot as well. Any guest house shall be constructed simultaneous to the primary residence or subsequent to the main residence, but not before.

**Section 3. Nuisances.** The land and improvements constituting or located on each Lot shall not be used so as to disturb the neighborhood or occupants of the adjacent property, nor to constitute a nuisance, nor to violate any public law, ordinance or regulation from time to time applicable thereto. No such land and improvements shall be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes, liquids, noises or other such materials or conditions. Except during the period of construction of a home or other structure, or during time required for the improvement or maintenance of a home or other structure, no owner shall permit any rubbish or debris of any kind to be placed or to accumulate upon any Lot for a duration to exceed one (1) week. No owner shall permit anything or condition to exist upon any Lot which shall induce, breed, or harbor diseases or insects or other pests. No lighting or illumination of any type shall be placed upon a Lot in such a manner as to cause unreasonable glare or illumination on any other Lot or on public thoroughfares.

**Section 4. Development Activity.** Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and reasonably convenient to the development of the Property and the construction and sale of dwelling units on the Property, including without limitation the right to place and maintain on the Property construction trailers, signage, lighting, construction trucks, equipment and other similar items necessary for the construction on and marketing of the Property.

**Section 5. Temporary Structures.** Except as otherwise expressly set forth herein, no structures of a temporary character, including, without limiting the generality thereof, any trailer, shack, tent, garage, barn, motor home or mobile home or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

## **ARTICLE 9**

### Design Standards

**Section 1. Building Standards.** No building shall be erected or maintained on any Lot unless it complies with all applicable governmental ordinances, laws, rules and regulations. In addition, no building, structure, fence, wall or improvement shall be erected or maintained on any Lot unless same has been approved by the Architectural Control Committee pursuant to the terms and provisions of Article 7.

**Section 2. Building Height.** No building erected on a Lot shall exceed two stories in height with a maximum height of thirty-five feet (35).

**Section 3. Chimneys.** All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls and roof of the dwelling.

**Section 3. Building Materials.** All buildings on Lots must be constructed in accordance with all applicable County/City codes, rules and regulations applicable to building materials. The front property line exterior wall surface(s) of each single-family home (excluding guesthouses) shall have a minimum of thirty-five percent (35%) masonry or stone exterior, excluding windows, doors and gables, unless a variance is granted by the Committee in its sole discretion. All buildings erected on the Property shall be of new construction and materials. No building or portion of a building consisting of old material may be moved onto the Property or any portion thereof. The roofs of all primary residences, guest houses, outbuildings, and associated structures shall be constructed of either metal, slate or composite materials.

**Section 4. Storage Sheds.** Storage sheds are permitted provided they are located behind the residence and screened from view from Common Areas, other Lots or adjacent streets or Roads, providing the following conditions are met: (i) the storage shed shall be of such materials, design and color to be in harmony with the exterior construction of the Owner's residence; and (ii) the storage shed must be properly maintained at all times, including painting and general maintenance thereto. A variance to the foregoing shall only be permitted if approved in writing by the Architectural Control Committee in its sole and absolute discretion. If any of these conditions are not met, Owners must submit plans and/or obtain approval before proceeding with installation/construction.

**Section 5. Fences.** All fences along the common areas or roadway shall be of masonry, stucco or similar materials, wood, combination of wood and concrete, wrought iron, pipe, tubular steel or combinations thereof approved in writing by the Committee (as hereinafter defined) and must conform to County/City regulations as applicable. There shall be no wire or chain link fences located on any Lots forward of the front elevation of the primary residence. No solid wooden or wooden and brick/stone fence on any Lot shall exceed, toward the front property line, past the front most elevation of any single-family residential unit. Wire or chain link fences are permitted between Lots to the rear of any Lot so long as it starts to the rear of the front elevation. All fences shall be maintained in an attractive manner. No fence on any Lot shall exceed eight feet in height. No fences (except for "Privacy Fences" (as hereinafter defined) shall be solid or exceed five horizontal rails with a maximum width per rail of four (4) inches, if the fence is a split rail type of fence, or any wrought iron, pipe, tubular steel or other similar fence, no vertical bar shall exceed six (6) inches in diameter. Notwithstanding the foregoing, if a fence is no more than four feet in height, the Committee at its option and sole discretion may grant variances in the number of and width of the horizontal rails and vertical rails. It being the intention of Declarant to create open type fencing so that fencing does not unnecessarily block the view between and within Lots. A privacy fence of solid construction is permitted on any Lot, if it is located behind the single-family residential unit provided it does not exceed the width of the single-family residential unit by twenty (20) feet and is no more than twice the depth of the single-family residential unit. The Committee, in its discretion may grant variances to such fencing requirements. No wire, chain link, or privacy fences are permitted to run parallel to and/or adjacent to Feder Road inside the Feder Road setback for any Lots adjacent to Feder Road.

**Section 6. Window Treatment.** No aluminum foil, reflective film or similar treatment shall be placed on window or glass doors.

**Section 7. General Maintenance.** Each Owner shall maintain and care for all improvements and all trees, foliage, plants, and lawns on their Lot and otherwise keep their Lot and all improvements thereon in conformity with the general character and quality of properties in the Feder Estates subdivision. Upon failure of any Owner to maintain any such Lot, the Declarant, Board of Directors or the Architectural Control Committee, may at its option undertake the restoration of such Lot to good condition, and the Owner shall be obligated, when presented with an itemized statement, to reimburse said Declarant, Board of Directors or the Architectural Control Committee, as applicable for the cost of such work.

**Section 8. Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish, and no refuse pile or other unsightly objects shall be allowed to be placed or to remain anywhere on any Lot for a period extending beyond one week. At no time shall any trash, refuse, or trees be burned on any Lot regardless of whether it is on open ground or in a burn bit or whether a county burn ban is in effect or not. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

## **ARTICLE 10**

### Annexation

**Section 1. Annexation by Declarant.** At any time during the term of this Declaration, the Declarant may, at its sole option, annex additional adjacent property to this Declaration to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property. Property brought for annexation by Declarant is not subject to Membership approval.

**Section 2. Annexation by Action of Members.** At any time, the Board of Directors may request approval of the Membership for the annexation of additional property, into the HOA to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by Members with two-thirds (2/3) of the total votes in both classes of Membership. Any property that is contiguous to existing property to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the Owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation executed by the parties herein described.

**Section 3. No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Member to annex any property to this Declaration, subject to the aforementioned Article 10, Section 1.

**Section 4. Effect of Annexation on Class B Membership.** In determining the number of Lots owned by Declarant for the purpose of Class B Membership status according to Article 2, Section 6, the total number of Lots covered by the Declaration including all Lots annexed thereto shall be considered.

**ARTICLE II**  
General and Miscellaneous Provisions

**Section 1. Remedies.** In the event of any default by any Owner under the provisions of this Declaration, rules or regulations of the HOA, the Declarant, the HOA and/or any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the said rules and regulations, and those which may be available at law or in equity (including without limitation the rights and limitations set forth in Section 51.002 of the Texas Property Code, as amended) and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance or for judgement for the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief. However, no action shall be brought against the HOA, or personally against any Board of Director or Committee Member serving in their capacity, except for gross negligence. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other remedy. All expenses of the HOA in connection with any such actions or proceeding, including court costs and attorney's fees and other fees and expenses, and all damages, permitted by law from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of the respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments) upon the Lot and upon all of their additions and improvements thereto, and upon all of their personal property upon the Lot. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the HOA or any Owner.

**Section 2. Term and Amendments.** The foregoing covenants, conditions, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of recording, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, at the time of extension, seventy-five percent (75%) of the total votes, in the aggregate, of the outstanding votes shall have voted to amend or terminate the covenants and restrictions of this Declaration by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Fayette County, Texas.

**Section 3. Modification by Declarant.** Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, (i) modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, and (ii) amend this Declaration to cause this Declaration to be in compliance with any and all applicable laws, rules and regulations (including without limitation any and all applicable laws, rules and regulations of the Federal Housing Administration and/or the Veterans Administration), provided said amendment, modification, or repeal is in writing and properly recorded in the Real Records of Fayette County, Texas

**Section 4. Severability.** Invalidation of any one of these covenants, conditions, or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 5. Rights and Obligations.** The provisions of this Declaration and the Articles of Incorporation and the rights and obligations established thereby shall be deemed to be covenants



**Restrictive and Protective Covenants**

running with the land and shall inure to the benefit of and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation, whether or not mention thereof is made in such deed.

**Section 6. Floodplain.** In the event any of the Lots are located partially within a floodplain or flood prone area, such Lots, and the construction of any improvements thereon, must conform with the rules, regulations and guidelines set forth in all applicable County of Fayette, flood management ordinance(s) and other applicable laws, rules and regulations.

**Section 7. Enforceability by the County of Fayette and City of LaGrange, Texas.** All rights granted or retained by the HOA hereunder shall inure to the benefit of, and be enforceable by, the County of Fayette and City of LaGrange, Texas where applicable.

**Section 8. Miscellaneous Provisions.** Any provisions of this Declaration or of the Articles of Incorporation to the contrary notwithstanding, the following provisions shall control:

1. Abandonment or termination of the HOA will require notice to all institutional holders of first mortgage liens who have notified the HOA in writing of their address to which such notices are to be delivered.
2. Upon request of any first mortgagee of a dwelling on a Lot, the HOA shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Declaration or HOA rules and regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of such Dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, deed or (assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the HOA against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.
3. Unless at least seventy-five percent (75%) of the Class B or A Members (or such lesser percentage as is allowed or permitted by Applicable FHA or VA regulations) have given their prior written approval, neither the HOA nor the Owners shall be entitled to:
  - A. by act or omission seek to abandon, partition, encumber, or transfer the Common Areas if any, or interest therein (the granting of easements for public utilities or other purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of the clause);
  - B. substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the HOA.
  - C. by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;

**Section 9. Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**Section 10. Conflicts.** In the event of conflict between the terms of this Declaration and the rules, regulations or Articles of Incorporation of the HOA, this Declaration shall control. In the event of conflict between the terms of this Declaration and recorded Final Plat, the recorded Final Plat shall control.

**Section 11. Counterparts.** This Declaration may be executed in one or more counterparts, all of which, when taken together shall constitute one and the same Declaration.

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IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, as of the \_\_\_\_\_ day of **February 2023**.

**Declarant:**  
**Feder Estates HOA, LLC**, a Texas Limited Liability Company

BY: \_\_\_\_\_  
Donald T. (Sam) Wilson Jr., Managing Member

THE STATE OF TEXAS

COUNTY OF FAYETTE

This instrument was acknowledged before me on the \_\_\_\_\_ day of **February 2023** by Donald T. Wilson Jr., as managing member of Feder Estates HOA, LLC., a Texas Limited Liability Company, on behalf of said company.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

\_\_\_\_\_  
Notary's Typed or Printed Name

\_\_\_\_\_  
Notary's Commission Expires:

**EXHIBIT "A"**

All that certain Lot or parcel of land being described as the subdivision known as Feder Estates, according to and as shown by that Final Plat thereof recorded with the County Clerk of Fayette County, Texas.