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DOC #2020147050

PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE
REPUBLIC GRAND RANCH PROPERTY OWNERS ASSOCIATION

The undersigned certifies that Onstott Consulting, LLC is the duly appointed and acting management company for Republic Grand Ranch Property Owners Association, (the "Association"). The Association is the property owners' association for Republic Grand Ranch in Montgomery County, Texas. This Management Certificate is filed by the Association pursuant to Section 209.004 of the TEXAS PROPERTY CODE.

Name of Subdivision: REPUBLIC GRAND RANCH

Name of Association: REPUBLIC GRAND RANCH PROPERTY OWNERS ASSOCIATION

Recording Data for the Subdivision: Republic Grand Ranch, Section 1, Volume _____, Page _____ in the Plat Records of Montgomery County, Texas Official Public Records Document # 2020146985

Recording Data for the Restrictions: Declaration for Republic Grand Ranch - Document No. 2020147031, of the Official Public Records of Montgomery County, Texas

Other Relevant Instruments: Articles of Incorporation – Document No. 2020095182, Official Public Records of Montgomery County, Texas

Bylaws– Document No.2020099408, Official Public Records of Montgomery County, Texas

Site & Building Requirements – Document No. 2020147032, Official Public Records of Montgomery County, Texas

Payment Plan Policy – Document No. 2020147037, Official Public Records of Montgomery County, Texas

Records Production Policy – Document No. 2020147038, Official Public Records of Montgomery County, Texas

Records Retention Schedule – Document No. 2020147039, Official Public Records of Montgomery County, Texas

I hereby certify that this is a true and correct copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas

by Delia Ann Amador Deputy
Issued 12-17-2020

Mailing Address of the Association:

502 West Montgomery Ste 407
Willis, TX 77378

Name and Mailing Address of Person Managing the Association or Designated Representative:

Deborah Onstott
Onstott Consulting LLC
P O Box 465
Paulden, AZ 86334

Signed this 17 day of December, 2020

By: Debra Burkhalter
As: Secretary/Treasurer

Republic Grand Ranch Property Owners Association

STATE OF TEXAS

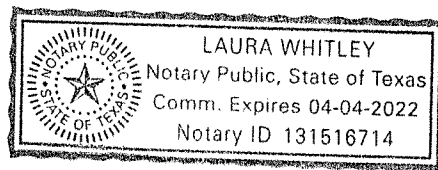
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COUNTY OF Montgomery

This instrument was acknowledged before me on the 17 day of December, 2020 by Debra Burkhalter as Secretary/Treasurer of REPUBLIC GRAND RANCH PROPERTY OWNERS ASSOCIATION, a Texas Nonprofit corporation, on behalf of said corporation.

Laura Whitley
Notary Public – State of Texas

My Commission expires:



hold for pickup for ORT

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas
by Debra Burkhalter Deputy
dated 12-17-2020

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12/17/2020 10:53AM

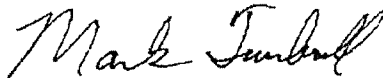


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

12/17/2020



County Clerk
Montgomery County, Texas

I hereby certify that this is a true and correct
copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas

by 
Deputy

Issued 12-17-2020



DOC #2020147039

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**RECORDS RETENTION SCHEDULE OF
REPUBLIC GRAND RANCH PROPERTY OWNERS ASSOCIATION**

WHEREAS, the property affected by this Records Retention Schedule is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

- Clerk's Document No. 2020147031; and

WHEREAS, pursuant to the authority vested in the Republic Grand Ranch Property Owners Association (the "Association") in the Declaration and as required by the Texas Property Code, the Board of Directors of the Association (the "Board") hereby promulgates the following Records Retention Schedule; and

WHEREAS, the Association keeps books, records of account, minutes, bank records, tax information, insurance records, real estate records, and other information, in the regular course of its business; and

WHEREAS, the Board desires to set a schedule for retaining such records and other information maintained by the Association; and

WHEREAS, it is desirable to set a reasonable records retention schedule to maintain control, effective record keeping, and to effectively conduct the Association's normal business.

NOW, THEREFORE, BE IT RESOLVED that the following records retention schedule is established by the Association:

I. Corporate "Legal" Documents & Records

The following records are to be retained permanently:

- Articles of Incorporation / Certificate of Formation
- Bylaws
- Restrictive Covenants / Declaration
- Amendments to the Articles of Incorporation / Certificate of Formation
- Amendment to the Bylaws
- Amendments to the Restrictive Covenants
- Deeds for Association Property
- Annexation Records
- Plats
- Management Certificates

II. Corporate Financial Records

The following Financial Records and Reports shall be kept for seven (7) years:

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by Manuel Amador Deputy

Issued 12-17-2020

- Check Register
- Bank Statements/Bank Reconciliations
- Accounts Receivable
- Accounts Payable
- Approved Annual Budgets
- Annual Financial Statements
- Tax Returns
- Annual Assessment Roll and sample of a typical assessment statement

III. Minutes of Meetings

The following records are to be retained for seven (7) years:

- Approved Minutes of Board Meeting
- Approved Minutes and Records of ARC Meeting
- Approved Minutes of Committee Meetings
- Approved Minutes of Annual and Special Meeting of Members

IV. Account Record of Current Owners:

Account records shall be kept for five (5) years.

V. Contracts:

Contracts with a term of more than one (1) year are to be retained for four (4) years after contract expires.

VI. Recommended Retention for Other Corporate Records:

Bid/Proposals: Information related to solicitations for bids or proposals shall be retained for three (3) years after the origination date or for as long as the information is deemed useful.


Contracts With a Term of Less Than One Year: Four (4) years after the contract is terminated. If a warranty is expressly provided in the contract. The contract shall be retained for a period of five (5) years after the warranty expires.

Correspondence: General Correspondence, not in relation to particular property or property owner shall be retained for five (5) years after the origination date or for as long as the information is deemed useful, whichever is longer.

Insurance Claims (Settled): Settled insurance claims shall be retained for five (5) years after the date the claim is settled.

Insurance Policies (Expired): Expired insurance policies shall be retained for five (5) years after the date the policy terminates.

I hereby certify that this is a true and correct copy of the original record on file in my office.



 Mark Turnbull, County Clerk
 Montgomery County, Texas
Debra Camarero
 Deputy
 Issued 12-17-2020

Litigation Files (Settled): Settled litigation files shall be retained for five (5) years after the date the matter is finally concluded; however, if the suit is in regards to a deed restriction suit in which a permanent injunction was obtained, the judgement shall be retained as long as it is in effect (which will usually be as long as the owner who was sued owns or occupies the property).

Legal Opinions: Opinions rendered by the Association's attorney shall be retained permanently.

Legal Status Reports: Routine monthly or quarterly status reports from the Association's attorney shall be obtained for three (3) years.

Newsletter / Directories / Inserts / Website Information or other electronic publications of the Association: One (1) copy of each newsletter, Directory, etc. shall be permanently retained. Other copies of a newsletter, etc. need not be retained for any length of time.

Personnel Records (if any): Personnel files, (including wage rates, job description, etc.) shall be permanently retained and payroll records on a particular employee shall be retained for five (5) years after the date of termination.

Procedures/Policies/Resolutions of the Board: Procedures, policies and resolutions of the Board shall be retained for as long as they are in effect. If a Procedure, Policy, or Resolution of the Board is changed, a copy of the original Procedure shall be retained for five (5) years beyond the date that the procedure was adopted or the date the procedure was changed, whichever is longer.

Special Projects: Records relating to a special project shall be retained for the duration of the special project, plus three (3) years (except to the extent that documents relating to a special project may be addressed under a different category such as contracts).

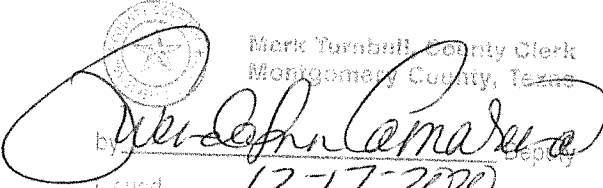
Work Orders/Facility Inspection Reports/Building Repair Information: Records relating to work orders etc. shall be retained for a period of three (3) years beyond the date of completion of the work, inspection, etc.

VII. Recommended Retention For Records Relating To Individual Members or Member Properties:

Application for New Construction and Improvements Files (Plans): Applications and plans related to new construction and improvements to members' properties shall be retained for five (5) years from the date of the completion of the construction or proposed improvement. Records of approval by the association/architectural review committee shall be retained permanently.

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by  Deputy
Dated 12-17-2020

Correspondence: Correspondence to, from or relating to a member account that is not in connection with a deed restriction violation or accounts receivable activity shall be retained for five (5) years past the origination date or as long as it is deemed useful to the association. Ex. -Title, ownership or closing information (three years after an ownership change).

Deed Restriction Activity for Member Properties: Records relating to deed restriction violation activity for members shall be retained for five (5) years after the violation is corrected. If the violation resulted in a suit, any judgement obtained should be retained as long as it is in effect.

This is to certify that the foregoing Policy was adopted by the Board or Directors, effective as of December 17th 2020, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 17 th day of December 2020.

Republic Grand Ranch Property Owners Association

By: Debra Burkhalter

As: Secretary/Treasurer

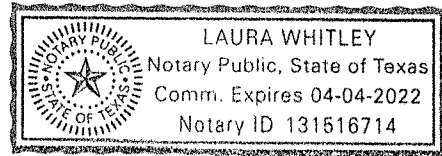
STATE OF Texas)
) ss.
COUNTY OF Montgomery

This instrument was acknowledged before me on the 17 day of December, 2020 by Debra Burkhalter as Secretary/Treasurer of Republic Grand Ranch Property Owners Association

Laura Whitley
Notary Public

My Commission expires:

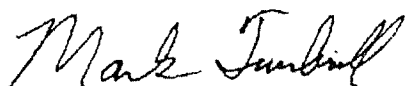
When Recorded Please Return To:
Republic Grand Ranch Property Owners Assn
502 West Montgomery Ste 407
Willis, TX 77378



I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull County Clerk
Montgomery County, Texas
by: Debra Burkhalter Deputy
Issued 12-17-2020

FILED FOR RECORD
12/17/2020 10:46AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

12/17/2020

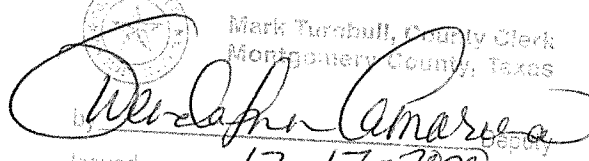


County Clerk
Montgomery County, Texas

I hereby certify that this is a true and correct
copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas



Issued 12-17-2020

**RECORDS PRODUCTION POLICY OF
REPUBLIC GRAND RANCH PROPERTY OWNERS ASSOCIATION**

WHEREAS, the property affected by this Records Production Policy is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

- Clerk's Document No. 2020147031.

WHEREAS, pursuant to the authority vested in the Republic Grand Ranch Property Owners Association (the "Association") in the Declaration and as required by the Texas Property Code, the Board of Directors of the Association (the "Board") hereby promulgates the following Records Production Policy; and

WHEREAS, the Association keeps books, records of account and Minutes of the proceedings of its members and Board of Directors; and


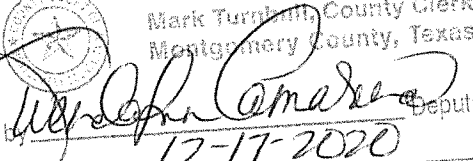
WHEREAS, the Board desires to set the procedure for owners, during reasonable business hours, to inspect, and/or copy the books and records of the Association; and

WHEREAS, it is desirable to impose certain restrictions to maintain control and minimize the disruption of normal business.

NOW, THEREFORE, BE IT RESOLVED that the following requirements are hereby established for the inspection and/or copying of the records of the Association:

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent management Certificate filed in the county public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must include the format, delivery method and address:
 - (1) *format*: electronic files, compact disk or copies;
 - (2) *delivery method*: email, certified mail or pick-up

I hereby certify that this is a true and correct copy of the original record on file in my office.


 Mark Turnham, County Clerk
 Montgomery County, Texas

 Deputy
 Issued 12-17-2020


3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - c. a written notice that the Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to reproduce the records is made and stating the cost thereof.

4. The following Association Records are not available for inspection by owners or their proxies, unless authorized in writing as set in this section below, or by court order:
 - a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-Republic Grand Ranch Property Owners Association, privileged information in the possession of the Association.

The information in a, b, and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.


5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.

I hereby certify that this is a true and correct copy of the original record on file in my office.


 Mark Turnbull, County Clerk
 Montgomery County, Texas
 by Michelle Camarero Deputy
 Issued 12-17-2020

6. If an owner or their proxy inspecting Records request copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:
 - a. black and white 8 ½" x 11" single sided copies \$0.25 each
 - b. black and white 8 ½" x 11" double sided copies \$0.50 each
 - c. color 8 ½" x 11" single sided copies \$0.75 each
 - d. color 8 ½" x 11" double sided copies \$1.50 each
 - e. PDF images of documents \$0.15 per page
 - f. compact disk \$1.00 each
 - g. DVD \$3.00 each
 - h. labor \$15.00 per hour
 - i. overhead 20% of total labor charge
(only if the request is greater than 50 pages)
 - j. materials (e.g., labels, boxes, folders and other
supplies used in producing records) at cost
 - k. postage at cost
 - l. third party fees at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a payment for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account.
10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 7.

I hereby certify that this is a true and correct copy of the original record on file in my office.


 Mark Turnbull, County Clerk
 Montgomery County, Texas
Wendy Camarero
 Deputy
 Issued 12-17-2020

11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This is to certify that the foregoing Policy was adopted by the Board or Directors, effective as of December 17, 2020, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 17th day of December 2020.

Republic Grand Ranch Property Owners Association

By: Debra Burkhalter

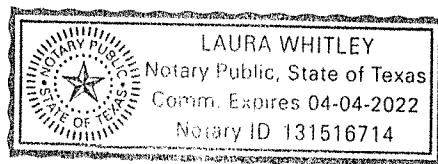
As: Secretary/Treasurer

STATE OF Texas)
COUNTY OF Montgomery) ss.

This instrument was acknowledged before me on the 17 day of December, 2020 by Debra Burkhalter as Secretary/Treasurer of Republic Grand Ranch Property Owners Association.

Laura Whitley
Notary Public

My Commission expires:

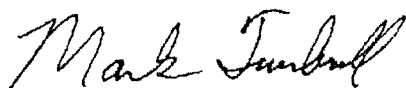


When Recorded Please Return To:
Republic Grand Ranch Property Owners Assn
502 West Montgomery Ste 407
Willis, TX 77378

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas
by Wendy Amador Deputy
Issued 12-17-2020

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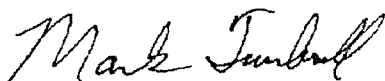


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY


I hereby certify that this instrument was filed in the file number
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by me and was duly RECORDED in the Official Public
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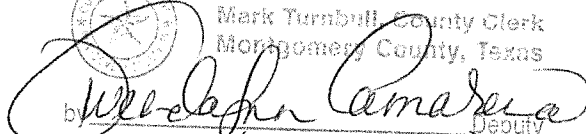
12/17/2020



County Clerk
Montgomery County, Texas

I hereby certify that this is a true and correct
copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas
by  Deputy
Issued 12-17-2020

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DOC #2020147037

**PAYMENT PLAN POLICY OF
REPUBLIC GRAND RANCH PROPERTY OWNERS ASSOCIATION**

WHEREAS, the property affected by this Payment Plan Policy is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:


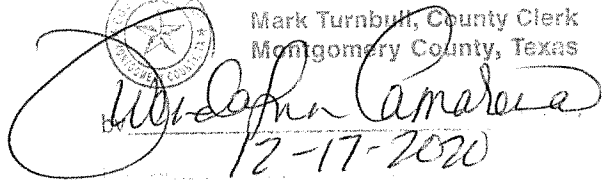
- Clerk's Document Nos. 2020147031 ; and

WHEREAS, pursuant to the authority vested in the Republic Grand Ranch Property Owners Association (the "Association") in the Declaration and as required by the Texas Property Code, the Board of Directors of the Association (the "Board") hereby promulgates the following Payment Plan Policy.

NOW, THEREFORE, BE IT RESOLVED that the following conditions and requirements are hereby established for Association Payment Plans:

1. Subject to the following, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collections related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the Owner.
4. The Payment Plan becomes effective and is designated as "active" upon;
 - a. Receipt of a fully completed and signed Payment Plan form; and
 - b. Receipt of the first payment under the plan; and
 - c. Acceptance by the Association as compliant with this policy. (Note: upon request, all Owners are automatically approved for a Payment Plan consisting of 40% down, with the balance paid off in 6 monthly installments.)
5. An alternative Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment...up to 6 months;
 - b. Total balance up to 3 times annual assessment...up to 12 months;
 - c. Total balance greater than 3 times annual assessment...up to 18 months.

I hereby certify that this is a true and correct copy of the original record on file in my office.


 Mark Turnbull, County Clerk
 Montgomery County, Texas

 12-17-2020

6. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest or late fees.
7. If an Owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessment by the due date in addition to the payments specified in the Payment Plan.
8. If an Owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the Owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the Owner:
 - a. Fails to return a signed Payment Plan form with the initial payments; or
 - b. Misses a payment due in a calendar month, or remits a check that is returned due to insufficient funds; or
 - c. Makes a payment for less than the agreed upon amount; or
 - d. Fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
9. If a Payment Plan is voided, the full amount due by the Owner shall become due. The Association will resume the process for collecting amounts owned using all remedies available under the Declaration and the law.
10. The Association has no obligation to accept a Payment Plan from any Owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This is to certify that the foregoing Policy was adopted by the Board or Directors, effective as of December 17, 2020, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 17th day of December, 2020.


Republic Grand Ranch Property Owners Association

By: *Delre Brinkhaeter*

As: Secretary/Treasurer

NOTARY ON FOLLOWING PAGE

I hereby certify that this is a true and correct copy of the original record on file in my office.

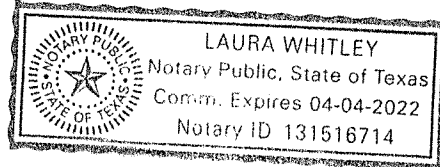

 Mark Turnbull, County Clerk
 Montgomery County, Texas
Wendy Amador Deputy
 Issued 12-17-2020

STATE OF Texas)
COUNTY OF Montgomery) ss.

This instrument was acknowledged before me on the 17 day of December, 2020 by Debra Burkhalter as Secretary/Treasurer of Republic Grand Ranch Property Owners Association.


Laura Whitley
Notary Public

My Commission expires:



When Recorded Please Return To:
Republic Grand Ranch Property Owners Assn
502 West Montgomery Ste 407
Willis, TX 77378

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Mark Turnbull, County Clerk
Montgomery County, Texas
Wendy Camacho
Deputy
Issued 12-17-2020

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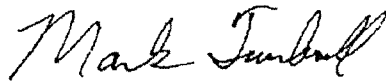


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

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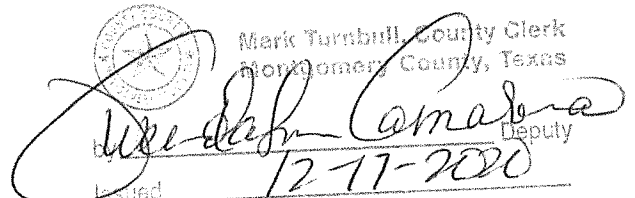


County Clerk
Montgomery County, Texas

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Mark Turnbull, County Clerk
Montgomery County, Texas



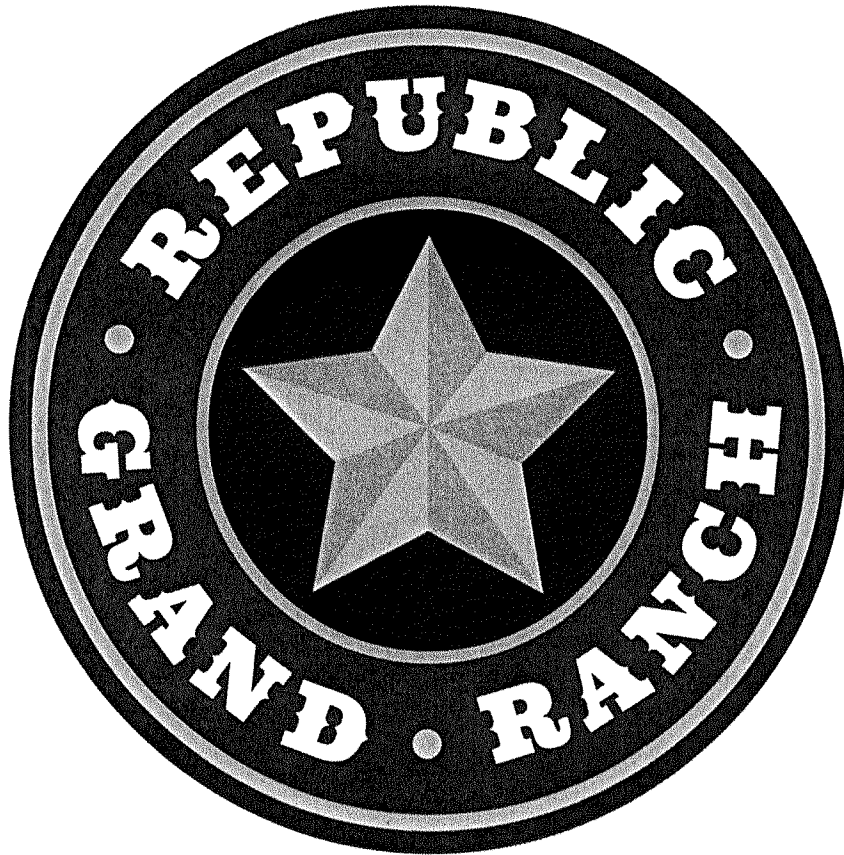
Deputy
12-17-2020

Noted



DOC #2020147032

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REPUBLIC GRAND RANCH SITE & BUILDING REQUIREMENTS

Dated: 12/10/2020

I hereby certify that this is a true and correct copy of the original record on file in my office.




Mark Turnbull, County Clerk
Montgomery County, Texas

Wendy Amador
by Wendy Amador
issued 12-17-2020

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 Mark Turnbull, County Clerk
 Montgomery County, Texas
Wendy Camarosa
 12-17-2020

I. Republic Grand Ranch Master Plan

Republic Grand Ranch is a master planned acreage community designed for an exceptional living environment with enduring property and building values. The developer, Republic Grand Ranch LLC., has prepared these Site & Building Requirements to help ensure that property owners' building designs are complimentary to the architecture and environment of the subdivision. These Site & Building Requirements are first and foremost for the protection of each owner at Republic Grand Ranch. They serve as a set of established and detailed requirements that promote the successful build out and maintenance of the community.

These Site & Building Requirements and the Covenants, Conditions, and Restrictions (CCRs) for Republic Grand Ranch establish particular principles and certain standards to be observed by all property owners and users in the subdivision.

The Architectural Review Committee (ARC) has the authority to review, evaluate, approve and/or deny/reject all plans and specifications including finalizing of construction prior to occupancy, for all proposed construction and future improvements and alterations within the subdivision. The ARC also has the authority to enforce, at its sole discretion, the Conditions Covenants and Restriction and these Site & Building Requirements for Republic Grand Ranch, as well as levying and collecting the fines and other consequences against those who do not act in accordance with these rules and regulations, including but not limited to retaining conformance /damage deposits for damage done to roads, drainage easements, neighboring properties, etc. These Site & Building Requirements are to be used by the ARC in the review of builder or owner plans.

Creativity and flexibility of architectural and landscape design, tailored for individual use within the framework of the subdivision's intent, are strongly encouraged. The ARC is prepared to cooperate with property owners and their agents by providing information, ideas, and suggested methods for accomplishing mutual development goals. Requirements of construction and landscaping, as well best practices and effective recourse options can be found in each section of these Site & Building Requirements.

These Site & Building Requirements and the CCRs have been carefully formulated to assure an attractive, rewarding environment for all its users and to ensure the best possible safeguards for the continuing appreciation of property values.


II. Site & Building Requirements

1.0 Introduction

These Site & Building Requirements serve as a supplement to the CCRs. They illustrate, define and detail the design objectives for a unified, harmonious style for Republic Grand Ranch. The information in these Site & Building Requirements is presented as a convenient reference to

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Montgomery County, Texas
Wendy Amarosa
Issued 12-17-2020

assist property owners, their architects, engineers and designers in the most advantageous adaptation of Republic Grand Ranch CCRs for development and construction.

Location, size, style, color, and types of signs, buildings, walls, vegetation, ornaments, drainage, building materials and other design elements are described in the following pages. Illustrative examples and descriptions are meant to ensure an orderly and a well-maintained sense of community and spaciousness.

In addition to the Site & Building Requirements, a Builder's Reference is available, through the ARC, to assist builders in understanding the Republic Grand Ranch construction requirements, as well as the sequence of the requirements. The builders are encouraged to request a copy of the Builder's Reference as a tool to streamline the interaction between the Builder and the ARC/POA.

1.1 Architectural Review Forms, Fees, and Inspections

Prior to any lot work requiring heavy equipment (any vehicle with tires larger than passenger vehicles, including metal track equipment), the new home application and all fees and permits must be submitted and approved, the owner/builder shall then determine the location and sizing of the permanent which must be installed before any heavy construction machinery may enter upon any home site. Driveway culvert sizing has been approved by Montgomery County and a copy of the individual lot culvert sizing requirements are available upon request. The ARC shall be notified prior to any culvert installation and the installation shall not be authorized until a damage deposit has been received, as required in the Site and Building Requirements.

Vegetation-clearing machinery, on rubber tires and no larger than a pick-up truck, may enter upon a home site prior to culvert installation for the purpose of clearing underbrush, defined in Section 4.1, Lot Clearing, without approval from the ARC or posting a Damage Deposit. Vegetation-clearing machinery on tracks shall be considered heavy construction machinery and may not enter upon any home site without ARC notification and receipt of a Damage Deposit.

A form survey is required upon the setting of the form boards for any Dwelling on a Lot and must be approved by the ARC prior to any vertical construction on the Lot.


All forms and applications for building are available on the Republic Grand Ranch Association's online portal at RGRpoa.com

The Fees required for various building and improvement activities include:

Fees:

- Underbrush clearing Fee - \$250, plus \$1,000 damage deposit (refundable)
- New Home Application Fee – \$1,000
- Additional Modification Application Fees, including fences, pools, etc. \$250 Fee, plus \$1,000 damage deposit (refundable)

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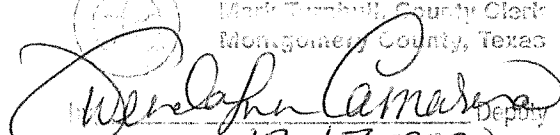

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Montgomery County, Texas
Wendy Camarasa
12-17-2020

- Conformance/Damage Deposit Fee \$5,500 (Refundable post-final inspection, less damages). However, this conformance/damage deposit is paid by all Approved Builders at no cost to the owner.
- Variance Request Fee - \$350 (Non-refundable)
- Re-Inspection Fee - \$150 (if due to builder error)
- Additional fines and fees may be incurred for damages to property or trees

Fines:

Placement of any Construction Items in Ditches, R.O.W, or Easements	\$500/day		SBR 2.5
Installation of Culvert Without Authorization	\$500.00		SBR 2.7
Materials Delivered to Site Without Culvert Installed	\$500.00		SBR 2.7
Driveway Constructed with Non-Approved Materials	\$1,500.00		SBR 2.7
Fence Constructed without ARC Approval	\$500.00		SBR 2.9
Fence Constructed – Not in Compliance	\$500.00 min		SBR 2.9
Site Clean-up by POA (After written notice to Owner)	Cost + 10%		SBR 3.1
Ditch Clean-up by POA (after written notice to Owner)	Cost + 10%		SBR 3.1
Clearing Prior to ARC Approval and Conformance/Damage Deposit on file	\$500.00/day \$5000.00 max		SBR 3.1
Dwelling not Built to Approved Plans	\$10,000.00		SBR 3.1
Occupying Dwelling Prior to Passing Final Inspection	\$250.00/day \$5000.00 max		SBR 3.1
Chimney Constructed with Non-Approved Materials	\$2500.00		SBR 3.7
Garage Doors not Approved by ARC	\$100.00/day \$5000.00 max		SBR 3.9
Accessory Building not in Compliance w/ARC Approval	\$1500.00 min.		SBR 3.10
Clearing Within A “No Clear Zone”	\$5000.00 Restore Vegetation		SBR 2.0 SBR 4.1
Outdoor Lighting not in ARC Compliance	\$300.00 per day		SBR 4.2
Burning During a Burn Ban	\$2000.00		SBR 4.3
Fires Left Unattended	\$500.00		SBR 4.3
Trees Damaged from Burning	\$1500.00 per Tree		SBR 4.3
Clearing Trees or Vegetation on Adjoining Property	\$1500.00 per Tree		SBR 4.4
Adverse Effect Caused by Improper Drainage Design	\$1500.00		SBR 4.8
Not in Compliance with SWPPP Permit	\$500.00 min.		SBR 4.8
Failure to Maintain Erosion Control	\$500.00		SBR 4.9
Construction Prior to ARC Approval and Conformance/Damage Deposit on File	\$500.00/day \$5000.00 max	CCR 4.1(a)	SBR 5.0
Washing Concrete Outside of On-site Washout Box	\$500.00		SBR 4.10
Failure to Clean Site of Trash Daily	\$20.00/day \$500.00 max		SBR 5.1
Failure to Maintain the Appearance of Buildings & Lot	Cost + 10%	CCR 3.24	

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 Montgomery County, Texas

 Deputy
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Inspections: There are THREE REQUIRED inspections that will take place onsite, all of which must be completed prior to any refund of the conformance/damage deposit:

- (1) Pre-Construction Meeting – takes place prior to any construction on a Lot, with the exception of light underbrushing.
- (2) Pre-Pour Meeting – All required permits and a form survey shall be turned in prior to this meeting, which takes place prior to the pouring of a slab for a Dwelling.
- (3) Final Inspection – takes place once the Dwelling is in final stages of construction and is ready to be approved by the POA prior to occupancy.

No review, release or construction is allowed prior to culvert installation, silt fencing, and associated site requirements.

2.0 Site Layout

At Republic Grand Ranch, preservation of the natural setting is one of the central goals along with the promotion of aesthetically attractive structures and the protection of property values. All of these goals are attained by adherence to the CCRs and these Site & Building Requirements.


It is not the intention of this document to contradict the CCRs that have been filed for record in Montgomery County. In case of a conflict between the CCRs and these Site & Building Requirements, the more restrictive and specific document shall rule, as determined by the ARC.

Emphasis at Republic Grand Ranch shall be towards the preservation of the natural beauty of the native landscape. Preserving the native flora of the region while, at the same time, providing reasonable flexibility to the property owner to make the desired and necessary improvements to their property, is essential in the development of an estate lot community.

As per our erosion control measures, there is a twenty foot (20') vegetation buffer, starting behind the utility easement and drainage ditch, at the front of each lot which requires that only non-machinery vegetation clearing (prior to and during construction) i.e. no equipment that has tires that would disturb the native soil, is allowed within the front 20' from the front street of the lot, excluding where the driveway will be located plus an additional four feet (4') on either side of the driveway. Handheld trimmers or cutting blades are permitted to clear vegetation (underbrush) with a maximum trunk diameter of 3" at a height of 5'. After the final approval of the completed construction, upon final inspection, this front 20' buffer area may be cleared in accordance with the regular site clearing limitations set out in Sections 4.1 and 4.3 of these Site & Building Requirements. If vegetation is removed, at final inspection there must be sod or established vegetation in place to mitigate erosion.

The front no-cut vegetation buffer is strongly recommended in order to uphold the best erosion control practices. If an owner agrees, a builder may clear within the front 20' buffer, however if this is done there must be careful attention paid to maintaining other appropriate erosion control

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Montgomery County Clerk
Montgomery County, Texas
Marlisa Camalero
Deputy
Issued 12-17-2020

measures, including but not limited to hay bale barriers, properly maintained silt fencing, or mulch barriers.

No mature trees (5"+ diameter) may be removed from the side and rear 20 foot (20') no-build setback areas of any Lot. In addition to this, no mature trees may be removed from the front fifty feet (50') of any Lot, counting from the edge of the fronting street, aside from those trees required to be removed for driveway and fencing purposes within that portion of the Lot. For corner lots, no mature trees may be removed from the side twenty-five feet (25') along the side facing the side street. These portions of Lots may be underbrushed at the Owner's discretion, in accordance with their desired level of privacy and aesthetic.

All Lots bordering the exterior boundaries of the Subdivision, further identified as Section 1, Block 1, Lots 1 thru 26 and Block 2 Lots 1 and 3 thru 6 shall maintain a twenty five foot (25') no cut buffer along the rear property lines. The lots bordering the Green Belt and Detention Reserve areas will have a twenty five foot (25') no cut buffer on the rear of the lot line, except that they may cut one 10 foot (10') path from their property for access to the Green Belt and Detention Reserve area. Those lots are further identified as Section 1, Block 2, Lots 6, 7, 9 thru 27 and Block 3, Lots 1, 6 thru 13, 16 thru 27 and 29 thru 32.

Violation of the No Clear Zones and/or removal of the vegetative buffer will result in the lot owner being required to plant additional trees to screen the cleared area and may be subject to fines of up to \$5,000.

PLACEMENT OF BUILDING MATERIALS, TRASH DUMPSTERS, PORT-A-JOHNS, VEHICLES OR ANY OTHER OBSTRUCTION OR DELIVERY OF CONSTRUCTION MATERIALS TO THE ROADSIDE DITCHES, ROAD ROW, AND/OR UTILITY, NATURE TRAIL EASEMENT IS STRICTLY PROHIBITED AND SUBJECT TO A \$500/DAY FINE PER INCIDENT.

2.1 General

The owner/builder is to develop and maintain individual lots in a manner prescribed by the recorded CCRs and by these Site & Building Requirements. Compliance with building setback lines, lot layouts, driveways, garages, etc. is required of every owner and builder.


Connections to utilities are the responsibility of the owner/builder.

Notwithstanding the above, it is expected that over time, product preferences of the market will change. At that time where such demand exists, the ARC will reevaluate these Site & Building Requirements to respond to changes in product types.

The owner/builder shall comply with all ordinances that may be in effect from Montgomery County and/or any other governmental agency having applicable jurisdiction.

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Montgomery County, Texas
Mendahn Camarosa
Deputy
12-17-2020

2.2 Living Area Requirements

The total living area for residences constructed on lots in Republic Grand Ranch and certain lots identified in the CCRs, excluding porches and garages, shall not be less than 2,000 square feet, with no less than 1,600 square feet on the first floor for residences of 2 stories. No structure shall exceed two (2) stories or thirty (30) feet in height unless written approval has been given by the Committee. Any Guest House/Staff Quarters must be a minimum of 500 square feet and may not be larger than sixty percent (60%) of the square footage of the main Dwelling.

2.3 Building Setbacks

Unless otherwise approved by the ARC, building setbacks for the primary residence are seventy-five feet (75') from the front of the property line of Lots less than two (2) acres in size. The front setback on Lots two (2) acres or larger shall be one hundred feet (100') from the front property line. All Lots have a twenty five foot (25') setback from the rear of the property line, and a twenty feet (20') setback from the side property lines.


Accessory buildings, such as barns, sheds, shops, or detached garages, must be setback no less than two hundred feet (200') from the front of the property line and no less than one hundred feet (100') from the side street. Accessory buildings must be a minimum of thirty feet (30') from the side and rear lines of the lot. No construction of accessory buildings, barns, shops, guesthouses, etc. may begin until ARC approval has been issued for the main Dwelling and the approved slab has been poured and Form Survey submitted to the ARC and approved. In cases where the accessory building has a foundation, the foundation forms may be included on the Form Survey and the accessory building's foundation constructed at the same time as the Dwelling foundation.

If a detached garage is going to be side facing, the requirement for 200' lot depth is removed and the garage may be placed in line with the building area of the Dwelling.

The ARC may require more or less stringent setbacks. In case of conflict between these Site & Building Requirements and the setbacks called for in the recorded subdivision plat, a variance may be sought and granted by the ARC.

If, in the opinion of the ARC, the relaxation of these standards can protect and enhance an existing natural feature such as a tree, consideration will be given for a variance on a case-by-case basis. This will generally only be granted if no other options exist. To secure such variance, the owner/builder is required to provide evidence in the form of a tree survey or provide photographs that verify the existence and character of the site feature causing the variance request. The variance request fee of \$350 is also required prior to review and is non-refundable regardless of acceptance or denial.

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Clark Turnbull, County Clerk
Montgomery County, Texas
Wendy Camasero
12-17-2020

Prior to the placement of any forms, owner and builder should review the recorded final plat and these Site & Building Requirements for the specific lot to verify all setback requirements. Property owners are required to obtain written confirmation from their builder that all setback requirements have been met prior to the start of any construction of the residence, and that the Form Survey has been submitted to the ARC and approved. This procedure is in place in order to avoid unnecessary expenses for the owner/ builder.

2.4 Typical Lot/Site Layout

Because of the large size of estate lots, and due to the long distances between residences, care should be given to site buildings regarding views and site lines. In so doing, the siting of the building(s) should take into consideration such factors as the views from adjoining roadways, relationship to adjoining lots and structures, preservation of existing woods and specimen trees, and relationship to utility connections. Owners/builders are encouraged to have driveway designs that include curving drives.

Only one single-family residence and related accessory building shall be constructed on each lot. Separate and attached "housekeeper's" quarters or a Guest House will be permitted subject to the architectural restrictions contained in the CCRs and these Site & Building Requirements.

2.5 Driveways

All driveways must be constructed of concrete or asphalt. The use of stamped and colored concrete, interlocking pavers, brick pavers, and brick borders is permitted. Color, pattern, and design will require the approval of the ARC prior to construction.

All driveways must be constructed with a minimum width of ten feet (10') from the garage to the front property line and must widen to twenty feet (20') between the front property line and the road to accommodate the twenty feet (20') wide culvert. Driveways must be a minimum distance of five feet (5') from the side property line. To the extent possible, meandering driveways that make a curvilinear path are to be constructed in place of driveways that make a straight, direct path to the home site. Whenever possible, driveways are to be de-emphasized, highlighting instead the building and landscape environment. Turnaround or circular drives are allowed with ARC approval. Under no circumstances may an entire front yard be paved as a driveway.

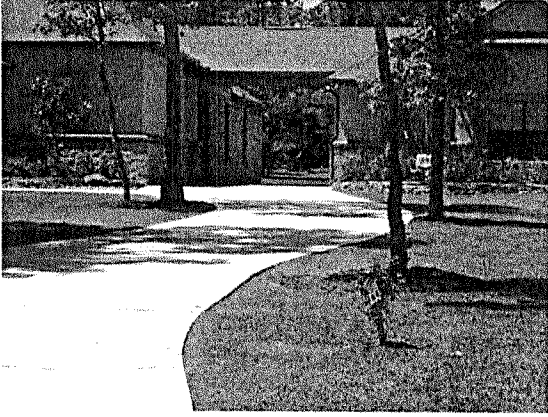
A hard-surfaced construction apron or stabilized temporary approach must be constructed and used as the entrance to the property for construction of the residence and all lot clearing. **No vehicles shall drive through the roadside ditches to enter a finished Lot.** Any damage to roadside ditches or sod shall be repaired by homeowner or homeowner's builder **immediately** or Republic Grand Ranch POA shall deduct the actual cost of repairs plus 10 percent (10%) from the owner/builder's deposit submitted with the construction plans.

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Notary Public, County of Dallas, Texas

Julio Cesar Camarena

12-7-2010



Curvilinear, meandering driveway

2.6 Garage Placement

The placement and design of garages must have the greatest effect on the overall street scene. To the extent possible, garages are to be de-emphasized, highlighting the home and landscape environment. A street scene with emphasis on residences instead of garage doors is the design intent. Garages should be either a side-loading type or a rear-loading type so as not to face the street at the front property line. **No garage doors shall be fewer than 90 degrees (perpendicular) to the front street**

If further than two hundred feet (200') from the front of the lot, front facing detached garages may be requested via variance, and must be appropriately screened from view of the street if possible.

If a detached garage is going to be side facing, the requirement for 200' lot depth is removed, and the garage may be placed in line with the building area of the Dwelling.


Both attached and detached garages must be enclosed and at a minimum be able to accommodate the storage of two (2), but not more than five (5) full size automobiles at the same time per garage.

2.7 Culverts

NO CULVERTS SHALL BE SET UNTIL A NEW HOME CONSTRUCTION PLAN HAS BEEN SUBMITTED AND APPROVED. DRIVEWAY CULVERTS MUST BE A MINIMUM OF TWENTY (20) FEET IN LENGTH AND MUST BE INSTALLED PRIOR TO ANY HEAVY EQUIPMENT ENTERING THE PROPERTY. ALL REQUIRED PERMITS MUST HAVE BEEN RECEIVED, PROVIDED AND APPROVED BY THE ARC.

There is a **REQUIRED** preliminary site visit with an approved representative of Republic Grand Ranch ARC (contact info available upon request), during which the location of your culvert will

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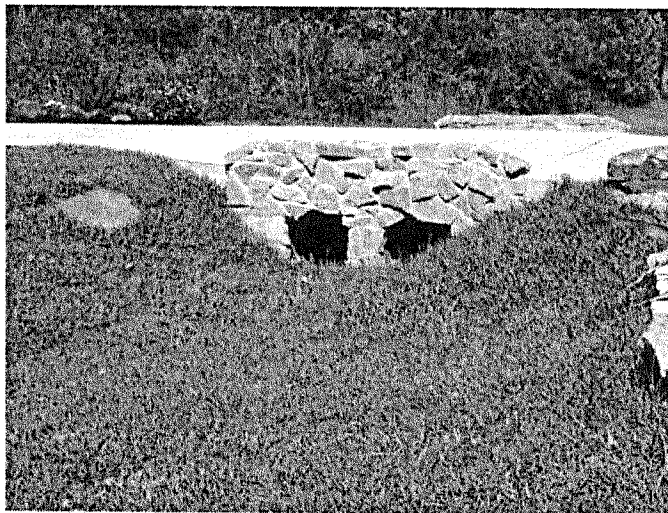

Mark "Mark" County Clerk
Montgomery County, Texas
Wesley C. Carnahan
Recorded 12-17-2020

be set and the size and depth required for your culvert will be given. There will be a stake set with the depth line to help avoid costly mistakes. Any culverts that are installed prior to the site visit with an authorized representative of the ARC will be required to be removed and subject to a \$500 fine to the owner or builder. Any materials delivered to the site prior to the installation of the culvert will result in a \$500 fine to the owner or builder. The ARC must be notified and a \$5,500 Damage Deposit must be on file before installation of the culvert can commence. Damage done to the drainage and established vegetation will be repaired and the cost deducted from the Damage Deposit.

The driveway or entrance to each Lot from the pavement of the street shall be paved with concrete or asphalt and shall include concrete headwalls and Montgomery County approved culverts installed to cross any roadside drainage ditch. Headwalls are required to be covered with concrete or like materials used in construction of the home i.e. brick, stone, stucco. Design flowlines of the drainage ditches must be maintained.


The culverts for each home site **must be composed of concrete or other materials approved by Montgomery County or other superior presiding governing body**, without exception. Any finished driveways using culvert materials other than these materials will result in a \$1,500 fine to the owner/builder payable to the Republic Grand Ranch POA by the owner/builder before final inspection will be completed. **SEE EXHIBITS "A-1" and "A-2" on the following pages for detail:**

NOTE: CULVERT SIZING CHART AVAILABLE UPON REQUEST.



Culvert with headwall

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 Elizabeth Turnbull, County Clerk
Montgomery County, Texas
Wendy Camacho
12-17-2020

2.8 Pools, Spas, and Decks

Portable or permanent above ground swimming pools are prohibited. Smaller prefabricated, installed above the ground spas and hot tubs are acceptable. Above ground spas and hot tubs must be skirted, decked, screened, and landscaped to hide all plumbing, heaters, pumps, and filters. All pool designs must either be submitted along with the initial New Home Construction Application, or with an Application for Swimming Pool, and cannot under any circumstances be constructed without prior approval of the ARC.

If a pond is desired to be constructed, submittal to the ARC is required, a Civil Engineer must be hired to create plans and prove that the overall topographic drainage will not be negatively impacted. The completed pond must be built to the specs laid out by the engineer. The engineered plans must be submitted along with the other building plans and be approved by the ARC. If the pond is being constructed prior to or after the construction of the Dwelling, an additional plan review fee of \$250 and additional conformance/damage deposit of \$5,500 must be submitted prior to construction of the pond.


2.9 Fences

Walls and fences, if any, must be approved prior to construction by the Committee and no wall, fence, planter or hedge in excess of six (6') feet in height shall be erected, planted or maintained on any Lot. No wall, fence, planter or hedge shall be erected, planted or maintained outside of the Lot lines. No fence shall be constructed inside the utility easement. No fencing is allowed in, over or through the drainage easements or variable width drainage easements.

No electric wire or temporary fences shall be allowed unless the Committee approves a variance to allow such type of fence prior to its construction. No barbed wire, hurricane, chain link or white picket fencing fences shall be allowed, provided, an Owner may obtain permission from the Committee to construct a cage, kennel or dog run out of chain link fence, provided any such outside pen, cage, kennel, shelter, concrete pet pad, run, track or other building, structure or device directly or indirectly related to animals which can be seen, heard or smelled by anyone other than the subject Owner must be approved as to materials, size and location by the Committee in its sole and absolute discretion.

"Horse Fencing", as referred to herein, shall at a minimum, be constructed of three (3) rail pipe or no-climb fencing with a top pipe rail, three (3) rail wood or vinyl, or other material approved by the Committee and may not be constructed without prior approval of the Committee. No temporary panels shall be used for fencing. No climb fencing shall not be visible from the street, unless it is more than 200 ft. from the property line. If closer than 200 ft., either a landscape hedge or twenty feet (20') wide natural vegetation barrier shall be used to prevent visibility of the no climb fence from the street. Horse fencing may be no closer than 2' to any rear or side

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Wendolyn Camarero
County Clerk
12-17-2020

boundary line for fence maintenance purposes. Horse fencing shall be constructed outside of the utility easement areas.

A "Non-Privacy Fence" is an iron ornamental fence no more than six (6') feet in height, of a design and color approved by the Committee that does not obstruct the view of a park or adjoining Lots. Ornamental fencing may be no closer than 2' to any rear or side boundary line for fence maintenance purposes. Hog Fencing is permitted to be attached to ornamental fencing and must be 1.25 gauge or greater. The following additional restrictions shall apply to walls, fences, planters or hedges on park fronts ("Park Fronts"), Reserves and corner Lots, to-wit:

- (a) Except for a Non-Privacy Fence as hereinafter described, no privacy fence or wall of any kind shall be erected or maintained on Park fronts or Reserves.
- (b) Except for a Non-Privacy Fence as hereinafter described, no privacy fence or wall of any kind shall be erected, planted or maintained on a corner Lot, provided that this Subsection 3.11(b) shall not apply to a corner Lot which abuts any of the Reserves described in Section 2 hereof.


"Pool Fencing" shall be installed around any swimming pool, spa or hot tub in accordance with International Residential Code (IRC), Appendix G, Section AG105 BARRIER REQUIREMENTS, including self-closing gates where appropriate. Pool fencing may be no closer than 20' to any rear or side boundary line.

"Privacy Fencing" Fencing not visible from public view and designed to shield the line of sight between non-publicly viewed spaces on the homeowner's lot and the exterior of the lot shall be considered "Privacy Fencing." Privacy fencing and walls shall be constructed of ornamental iron, wood, masonry or synthetic materials in harmony with the requirements established by the Committee; however, wood is the preferred material. Privacy fences shall not be constructed any closer to the front of the Lot than 50% of the depth of the Dwelling and may be no closer than 2' to any rear or side boundary line for fence maintenance purposes. Privacy fencing shall not exceed 6' in height. If these conditions are not met, a minimum fine of \$500 will be imposed and the fencing will need to be made to match these Site & Building Requirements.

Brick and masonry columns in connection with iron or metal fencing are permitted and encouraged. Six-foot tall non-privacy fencing may run from the driveway entry back to the privacy fencing on the lot (detailed below). Driveway entrances may be constructed of masonry columns, ornamental iron or similar materials in harmony with the Dwelling on said Lot as may be approved by the Committee.

"Boundary Identification Staking" is a property identification marker consisting of stakes no higher than 36" placed around property boundary by a licensed surveyor. Generally, these stakes will be 20' apart.

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Wendell Camarero
Deputy
12-17-2020

“Hog fencing”, is fencing for the purpose of protecting the property from nuisance animals. Said fencing is permitted along the side and rear boundary lines of a property and must be installed no closer than 20’ to the closest boundary line, if not attached to an ornamental fence. If hog fencing is installed separately from within ornamental fencing, the natural vegetation between the hog fencing and property boundary must be allowed to grow and remain established in order to effectively hide the hog fencing from any neighboring property. However, no fencing is allowed in or over the drainage easements or variable width drainage easements.

“Shared Fencing” is defined as any fence shared between neighboring property owner on a common boundary line. It is permitted with the following stipulations: Property owners who agree to share a fence line(s) between their properties must agree and submit in writing to the POA for approval. A document will then be recorded in Montgomery County at the cost of the Owners. Said fence may be placed on the exact boundary of the properties thus requiring a survey to be completed and afforded as agreed upon by the sharing property owners prior to staking.

The Owner of any Lot upon which Developer may have constructed a fence shall be responsible for the maintenance and repair of said fence unless otherwise specified in writing by Developer.

Any fencing constructed prior to ARC approval shall result in a minimum of \$500 fine and may require the fencing to be removed or rebuilt.

3.0 Architecture


3.1 General

The acreage-development-setting provides the maximum freedom of choice for variety in architectural styles. The intent of this section is to establish basic design criteria for the construction of the residences and other structures within Republic Grand Ranch. Emphasis is on the quality of material, design, and construction in order to promote well-crafted residences. The house footprint and the roof form should work together to provide variety and interest when viewed from the street and public areas. These Site & Building Requirements allow for diversity in design and should produce a climate of individuality while ensuring the architectural integrity of the community.

The homebuilder shall be responsible for individual site development and maintenance of the area within the street right-of-way. The homebuilder on corner lots will be responsible for the right-of-way of both streets.

Each homebuilder shall also be responsible for street cleaning and trash pickup of litter that might fall or blow onto adjoining lots. The owner or builder will deposit a \$5,500 conformance/damage deposit, with the Association prior to construction to ensure timely repairs to the community infrastructure if needed. It is understood that the builder will complete all repairs and cleanup

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Mendelisa Camarero
Deputy
Montgomery County Clerk
Montgomery County, Texas
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immediately, or the Association may have the repairs and cleanup performed at a deduction of cost plus 10% (ten percent) of the cost of time and material, from the conformance/damage deposit. Any construction or clearing (beyond the preliminary site clearing of three inch (3") diameter vegetation) conducted prior to the conformance/damage deposit will result in a \$500 a day fine up to \$5,000 maximum to the owner or builder every day until the work has ceased and the ARC has been notified, or until the conformance/damage deposit has been submitted. This is designed to protect the property owner and property values at Republic Grand Ranch.

Builder shall provide and name Republic Grand Ranch Property Owners Association as additional insured for Commercial General Liability Insurance during the construction of the primary residence. This coverage shall include all improvements within the Republic Grand Ranch to include but not limited to streets, landscaping, hardscaping, sod and irrigation systems, or other property of the Community Association.

It is the responsibility of the builder to complete the construction according to the plans and elevations that are submitted and approved by the ARC. If for any reason the plans are not followed, a **minimum** fine to the builder of \$10,000 will be due by the builder prior to final inspection approval and the home being cleared for occupancy. Changes to the exterior of the residence, requested by the owner during construction, may be submitted to the ARC for approval, prior to making the changes, to avoid being fined at the final inspection.

No home shall be occupied prior to final inspection and written approval by the ARC. Violations of this provision will be subject to a fine of \$250 a day up to \$5,000 maximum in addition to the loss of the conformance/damage deposit.

3.2 Exterior Elevations

Exterior elevations should emphasize articulation avoiding a "shoebox" appearance. All single-story homes are required to include some variation of the ridgeline.


Priority should be given to those sides of the house, which are visible from the streets. The most articulated elevations should be those in public view. However, it should be assumed that the houses will be seen from all angles and that there will be a continuity of materials and details on all elevations.

Republic Grand Ranch is a custom home development, as such the exact duplication of home in terms of elevations and visible appearance from the road is discouraged though may be permitted on a case-by-case basis based on such considerations as minimum distance to any existing duplicated homes, and integrity of neighborhood home values.

All structures must be constructed from new material or its equivalent with the finished exteriors being of natural colors, in harmony with each other and in harmony with the natural surroundings. White and off-white colors along with shades of gray to black are also permitted

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colors for Dwellings. Structures may be subject to Montgomery County codes, regulations, building permits, and flood control district requirements (if applicable), the compliance of which shall be Owner's responsibility. The exterior of Dwellings, garages and carports shall be of at least sixty-five (65%) percent glass or masonry construction or its equivalent on its exterior wall area, unless another type of material is approved in writing by the Committee, (stucco, stone and brick are considered masonry for purposes of this requirement, while Hardie-Board and other materials similar to Hardie-Board are not considered masonry for purposes of this requirement). The roof of any Dwelling, garage or carport shall be constructed of either composition shingles, copper, tile, slate, standing seam metal or other material approved by the Committee and according to the requirements adopted by the Committee, prior to construction. The use of sheet metal or similar material on the roof or exterior sides of any Dwelling, garage or carport other than as flashing is prohibited. All chimneys shall be of masonry construction. Cement Fiberboard Chimneys are allowed if they are made of solid cement board in either smooth finish, stucco finish or textured finish with trim boards on corners. Lap siding will not be allowed.

In addition to the aforementioned and fore mentioned building material and roof pitch requirements for Dwellings, per the CC&R's and SBR's, exceptions may be made for specific home styles which demand different building materials. Such exceptions, as long as they substantially comply with the intent of the site and building requirements, may be approved at the discretion of the ARC. In general, these exemptions will be made solely based on adherence to specific building styles, and as a rule will not be permitted as a method to lower the cost. Examples of this include, but are not limited to:

Southern Living Showcase Homes™ or other like-quality, like-style Modern Farmhouse-Style Homes are permitted to be built on any Lot within the Republic Grand Ranch. If the Dwelling is not specifically a Southern Living Showcase Home design, it will need to be verified as appropriate by the ARC for a reduction of the 65% masonry/glass requirement prior to receiving approval, at the ARC's discretion. This style of construction, along with the stipulated quality standards, does not constitute a "less expensive" alternative to the general building requirements, may be permitted, along with the following styles.


Log Homes may be permitted on any Lot in Republic Grand Ranch and typically will require the general 65% stone, stucco, masonry or glass stipulation. Deviations from this requirement may be considered on a case-by-case basis for high-end log homes that feature high glass content and require less stone, however some stone will be required of any log home. This may be granted at the sole discretion of the ARC.

Plantation Style Homes may be permitted on a case-by-case basis and may receive reductions in the requirements of stone, stucco, masonry and glass if both required for stylistic integrity at the discretion of the ARC and if no reduction in the overall quality or curb-appeal of the build exists.

Contemporary Style Homes may be permitted on a case-by-case basis and will be required to appropriately blend-in with their natural surroundings and adjacent properties. Roof pitch and building material deviations may be granted if required for architectural integrity, at the sole discretion of the ARC.

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Mendelsohn Camarero
Deputy
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The general requirement of 65% stucco, masonry and glass is a standard and variances will only be granted on a case by case basis by the ARC

3.3 Width of Homes

The minimum width of a home shall be seventy feet (70'). On a case-by-case basis, variances may be granted to owners/builders who require a narrower Dwelling.

3.4 Exterior Materials

The CCRs require that the exterior of all homes, including attached garages and carports be at least 65% glass, brick, stone or stucco. High quality materials should be chosen for the remaining 35%.

3.5 Roof Materials

The roofing materials may be composite shingles, copper, tile, slate, or standing seam metal. Tesla "Solar Roof" tiles are also permitted and highly suggested. No reflective materials may be used in flashing involved in roof construction and all metallic roof penetrations shall be painted in a complementary color to the roofing materials. Weathered Galvalume is considered to be the most reflective material acceptable for roof materials, and may only be utilized on an accessory building if also utilized for the roof of the main Dwelling.

The homebuilder shall provide a color photograph of the roof material to the ARC, in either PDF, PNG or JPG format, for approval purposes prior to the construction of any home or outbuilding.

3.6 Entrances, Walkways, Windows, Roofs, Addresses

Care should be given to the size, type, and organization of all windows. They should never appear like surface "holes" cut into the side of a box. They should be architectural features and, whenever possible, grouped into recessed areas or bordered by projections which provide a shadow pattern. Scattered windows tend to create awkward, face-like shapes and should be avoided.

Changes in roofs; a minimum slope on all roofs should be 8 on 12 pitch. Porches and overhangs may have a minimum slope of 5 on 12 pitch. A combination of roof pitch may be used if they are integrated to the design of the house. As different styles of homes may call for shallower roof pitches than are allowed in this document, requests for roof pitches less than 8 on 12 will not require a variance if ARC approval is granted.

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Montgomery County, Texas

by Wendy Camacho Deputy

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ARC approved permanent address signage shall be included at entrance to driveway or made otherwise clearly and easily visible from the front street for EMS and delivery purposes. An example of this would be on the headwalls of the culverts.

Walkways shall be constructed of materials appropriate to the home and driveway. Stylized, meandering, walkways complementary to the design and color scheme of the drive, of a width between 4' and 6' are preferred.

3.7 Chimneys

Chimneys can be used to establish an ornamental or thematic direction. They must be of masonry construction. The minimum plan dimensions for an exposed mass is 24" x 24" or larger.

In the event of gas fireplaces, direct vents in place of chimneys are allowed, provided the vents are located along the rear slope or rear half of the roof and painted to match the shingles or other approved roofing materials.

The height of the chimney should be in proportion to the roofline and adhere to building codes and fire codes. Broad, massive chimneys are encouraged, and small, spindly shapes will not be approved. Chimneys which barely peak above, or squat on the roof, are not visually bold enough, and are therefore unacceptable. They may be used only when clad with material complementary to the house, such as masonry. Chimneys must be constructed of masonry, stone or stucco, or shall result in a \$2,500 fine to the builder/owner and may need to be reconstructed at the owner's/builder's expense. Cement Fiberboard chimneys are allowed if they are made of solid cement board in either smooth finish, stucco finish or textured finish with trim boards on corners. Lap siding will not be allowed.


Top treatments, soldier courses in brick and other interesting variations to the upper portions of chimneys are encouraged.

3.8 Rooftops Elements

All stack vents and attic ventilators shall be located on the rear slopes of roofs or on the side slopes, behind the main roof ridge, and mounted perpendicular to the ground plane. In instances where metal roofing is employed, following ARC approval, roof accessories may be made of the same metal. All exposed metal roof accessories: stack vents, roof flashing, attic ventilators, etc. shall match the color of the roofing material color.

No solar collectors shall be allowed on any roof slope visible from a public street aside from the approved Tesla "Solar Roof" tiles, which are suggested. However, solar panels may be installed on a roof in a location visible from the public street in front of the Dwelling provided the owner can provide the committee with calculations from the installation company demonstrating that the alternate location increases the estimated annual energy production of the device, as

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Tarrant County, Texas
by Wendy Amador Deputy
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determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the property owners' association (Texas Property Code, Sec. 202.010(d)(5)(B)). The framing material shall be one that is in harmony with the rest of the Dwelling or permitted structure. Written approval from the Committee is required prior to the installation of any solar panels. The Association reserves the right to seek removal of any solar panels installed without first obtaining written approval from the Committee or for any solar panels violating these restrictions.

The location and design of all skylights requires approval by the ARC.

Satellite dishes must not exceed 30" in diameter and be inconspicuously mounted to the rear of dwelling and cannot be visible from the street or adjoining property. All satellite dishes must be placed on the rear facing roof pitch of the Dwelling whenever possible, and secondarily may be placed on a side facing exterior wall or roof pitch if required for adequate signal. Any satellite dishes which are not placed on a rear facing roof pitch will require written verification from the dish or installation company that such placement was a signal requirement.

3.9 Garages

Each single-family residence must have an attached or detached garage that will accommodate a minimum of two (2) and a maximum of five (5) automobiles (each if more than one). Garages must be either a side-loading type or a rear-loading type so that garage doors are never facing the street at the front or sideline of the lot. No garage doors may be fewer than ninety degrees (90) perpendicular to the front or side street of the lot.


No carport shall be erected on any lot unless expressly approved by the ARC. Detached garages may be connected to the main dwelling by a common roofline or a covered walkway.

If attached construction is used, a setback of five feet (5') minimum from major front elevation of house to the face of the garage is encouraged. The face of a porch qualifies as the major front elevation, if the porch is substantial enough to be the major focus of the façade.

All garage doors should be of metal, fiberglass, or wood design and of a color that complements the adjacent wall or trim paint treatment. Treatment of details on garage doors should be consistent with the overall character of the house. This may be accomplished with one or two well placed windows along the top of the garage door and by breaking up the mass with the paneled construction. Garage doors that do not meet these requirements may result in a fine of \$100 per day with a \$5,000 maximum until they have been replaced with doors that do meet the requirements.

When attached two-car garages are built, two single doors divided by a column are encouraged. This breaks up the expanse of the door into appropriately scaled architectural elements.

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Tarrant County, Texas
Mendelisa Camacho
Deputy
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3.10 Accessory Buildings

No construction of accessory buildings, barns, shops, guesthouses, etc. may begin until ARC approval has been issued for the main Dwelling and the approved slab has been poured, except that the foundation for an approved accessory building may be poured at the same time as the foundation for the main Dwelling. All structures must maintain an overall architectural continuity with the main Dwelling and the Subdivision. Roof materials and coloring (non-reflective) should be the same as the roof materials of the main Dwelling. In all cases, the plans for construction shall be reviewed and approved on a case-by-case basis. No prefabricated aluminum or light duty metal structures are permitted. All accessory buildings shall be of substantial and new construction. Prefab metal barns are allowed provided they are sided with the lesser of either a wainscot, four feet (4') in height, on all four sides of the building or fifty (50%) percent of the exterior of the building using stone, stucco or brick (matching the Dwelling's materials). The remaining metal shall be of colors in harmony with the Dwelling and natural surroundings (earth tones) or glass for windows. No accessory buildings may be larger than the main Dwelling.

Accessory buildings such as workshops or storage sheds are allowed to be made of metal provided they are constructed with high-quality, non-reflective, sturdy metal, **sized 26 gauge or thicker**, sided with the lesser of either a wainscot feet (4') high on all four sides or fifty (50%) percent of the exterior of the building using stone, stucco or brick (matching the Dwelling's materials). The remaining metal exterior shall be of colors in harmony with the Dwelling and natural surroundings (earth tones) or glass for windows. The roofs of these metal outbuildings must be colored to match the main dwelling. No accessory buildings may be larger than the main Dwelling. The minimum size for any such metal outbuildings is to be ten feet by ten feet (10' x 10') or one hundred square feet (100sqft). If any such building should be large enough that it requires a building permit from any governing bodies, it must comply with the appropriate rules and regulations. Accessory buildings may be no closer than two hundred feet (200') from the front street of the property and no closer than thirty feet 30' from the side or rear lot lines of a property. Accessory buildings that are not of metal construction are permitted to be constructed of like materials to the Dwelling.

Any accessory buildings not meeting these requirements will result in a **minimum** of \$1,500 fine to the owner or builder and will be required to be re-built or altered to the specifications laid out in these Site & Building Requirements.

4.0 Landscape

4.1 Lot Clearing

No tree removal on a Lot is permitted prior to new home construction application approval by the Committee. Underbrushing may be permitted prior to new home construction application submittal, at the discretion of the Committee, on the basis of providing adequate time for such

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Montgomery County, Texas
by Wendolyn Camara Deputy
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building and planning processes as home elevation design on your Lot, determination of site plan and pad locations and tree preservation plans.

Underbrushing and removal of small trees up to 3" in diameter (measured 5 ft. from the ground) may be conducted on a Lot without the use of a culvert, provided that only rubber tire vehicles, no larger than a pick-up truck, pass through the ditch, and/or that no ditch area grade or vegetation are effected in any way. Vegetation clearing machinery on tracks may not be used until after New Home Construction approval and the culvert is in place. All efforts to avoid damaging the drainage ditch and vegetation should be exercised. Prior to underbrushing, the lot owner must contact the ARC for approval. A \$250 inspection fee and a \$1000 damage deposit are required prior to beginning any underbrush clearing. The damage deposit is fully refundable once work is completed, assuming the drainage ditch, including vegetation, and road are undamaged

ARC plan approval and a \$5,500 conformance/damage deposit is required prior to beginning any clearing of larger trees and is fully refundable once the work is completed, assuming the drainage ditch, including vegetation, and the road are undamaged. Any clearing prior to ARC approval and receipt of Conformance/Damage Deposit will result in a fine of \$500 per day up to \$5,000.


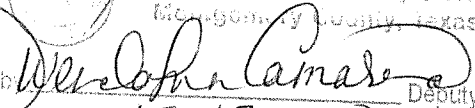
Violation of the No Clear Zones and/or removal of the vegetative buffer will result in the lot owner being required to plant additional trees to screen the cleared area and may be subject to fines of up to \$5,000.

Lots may be underbrushed at any time prior to building. If a property is underbrushed prior to building, the vegetation removal must be maintained so that underbrushed properties do not grow over with brush in a way that compromises the aesthetic appeal of the community. The minimum requirement for maintenance of an underbrushed lot is every six months. Failure to accommodate this minimum requirement may result in a fine sufficient for the POA to hire for and commence the underbrushing.

There is a twenty foot (20') vegetation buffer at the front of each lot, starting behind the utility easement and drainage ditch, which requires that only non-machinery vegetation clearing prior to and during construction (i.e. no equipment that has tires that would disturb the native soil) is allowed within the front 20' from the front street of the lot, excluding where the driveway will be located plus an additional four feet (4') on either side of the driveway. Handheld trimmers or cutting blades are permitted to clear vegetation (underbrush) with a maximum trunk diameter of 3" at a height of 5'. After the final approval of the completed construction, upon final inspection, this front 20' buffer area may be cleared in accordance with the regular site clearing limitations set out here in Sections 4.1 and also in 4.3 of these Site & Building Requirements.

The no-cut front vegetation buffer is strongly recommended in order to uphold the best erosion control practices. If an owner agrees, a builder may clear within the front 20' buffer, however if this is done there must be careful attention paid to maintaining other appropriate erosion control

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measures, including but not limited to hay bale barriers, properly maintained silt fencing, or mulch barriers.

Substantial natural vegetation exists on most lots in Republic Grand Ranch. Mid-growth and canopy vegetation is to be protected during construction and is to be integrated into the final landscape design to the extent practical.

For the purposes of preliminary lot clearing, or "underbrushing," only the vegetation which is three inches (3") in diameter or smaller may be cleared without prior approval from the ARC.

No more than **30% of trees in excess of five (5") inches** (at five feet (5') of height) may be cleared. This 30% of mature vegetation excludes the trees taken for the pad of the main dwell and accessory buildings.

No mature trees (5"+ diameter) may be removed from the side and rear 20 foot (20') no-build setback areas of any Lot. In addition to this, no mature trees may be removed from the front fifty feet (50') of any Lot, counting from the edge of the fronting street, aside from those trees required to be removed for driveway and fencing purposes within that portion of the Lot. For corner lots, no mature trees may be removed from the side twenty-five feet (25') along the side facing the side street. These portions of Lots may be underbrushed at the Owner's discretion, in accordance with their desired level of privacy and aesthetic.


All Lots bordering the exterior boundaries of the Subdivision, further identified as Section 1, Block 1, Lots 1 thru 26 and Block 2 Lots 1 and 3 thru 6 shall maintain a twenty five foot (25') no cut buffer along the rear property lines. The lots bordering the Green Belt and Detention Reserve areas will have a twenty five foot (25') no cut buffer on the rear of the lot line, excepts that they may cut one 10 foot (10') path from their property for access to the Green Belt and Detention Reserve area. Those lots are further identified as Section 1, Block 2, Lots 6, 7, 9 thru 27 and Block 3, Lots 1, 6 thru 13, 16 thru 27 and 29 thru 32.

All clearing twenty feet (20') beyond the building pad or four feet (4') on either side of the driveway also requires the written approval of the ARC; however, these areas will not be considered to be part of the thirty (30%) percent of the mature trees which can be cleared on any lot. Notwithstanding the restriction on clearing, the owner may remove rhus radicans (poison ivy) vines at their discretion.

In contrast to higher density suburban developments, acreage lot developments are intended to maintain large areas of natural green space without the imposition of costly and high maintenance landscaping.

Location of home and drive must be clearly ribboned off and corners staked prior to Pre-Construction submittal in order to determine areas for under brushing. If Survey Pins are removed or cannot be found by the owner/ builder, it is the responsibility of the owner/ builder

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to contract the surveyor to come and replace said Pin(s) at owner's/ builder expense. Recommended service providers may be requested of the POA.

Low shrubbery and bedding should be limited to the areas around the perimeter of the buildings to soften the visual appearance and provide a transition along the driveways and at entry points to the residence.

4.2 Lighting

Outdoor lighting will be carefully reviewed to assure that neighboring properties are protected from the view of bright light sources. No floodlighting will be permitted unless it is solely a timer-based motion detector that is programmed to operate after 11:00 p.m. and not programmed to stay lit for periods of time greater than 20 minutes from a single motion detection. "Cut sheets" (product description, specifications and illustration) may be requested by the ARC. Lighting that does not meet these requirements may result in a \$300 per day fine until they have been corrected.

Any illumination necessary for evening activities must be directed downward and no brighter than what is necessary to provide for the traverse of steps and paths. Subtle lighting of architectural elements and trees is encouraged. Exposed lighting sources are discouraged in favor of softer down lighting that reduces glare and lights the surfaces of driveways and walks, etc. Any exterior light can be on a photocell.


Exterior light fixtures adjacent to doorways for the purpose of illuminating such entryways are permitted under the following conditions: The number of fixtures shall be held to a minimum. "Soffit" lights (where the fixture is not visible) are in general preferred over "Coach Lights". Where "Coach Lights" or similar fixtures are proposed, and such fixtures are visible or potentially visible from the street or other properties, the actual lamp of the fixture shall be screened, either through the use of an opaque shield or obscured glass. "Canister" type fixtures, with lighting directed downward, are permitted. Upward illumination or fixtures are generally not permitted.

The owner/builder is to install and maintain lighting on individual lots in a manner that does not cause distraction, nuisance, or unsightliness. Light sources should not conflict with the sight lines of pedestrians or motorists or be installed in a manner which endangers their safety and welfare. Light sources must not spill over into neighboring yards.

Exterior residential lighting can convey a warm, inviting atmosphere. Care is to be taken in placing fixtures and selection of fixtures and types of light sources. Exterior illumination of architectural features such as columns, entries, chimneys, and landscape features are encouraged.

Lighting for outdoor tennis courts or personal athletic courts will be reviewed by the ARC on a case by case basis. In no circumstances shall such outdoor lighting be permitted which causes a nuisance or can "bleed over" onto adjoining lots.

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Tarrant County, Texas
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Ground lighting or decorative fixtures must be of high-quality materials and workmanship and be in scale and style with the residence.

Freestanding decorative fixtures and lampposts are acceptable but must be approved by the ARC.

Mercury vapor lights, when used for special landscaping effect, are permissible with ARC approval.

Incandescent, low voltage incandescent, metal halide, quartz and natural gas lights are acceptable.

All wiring for exterior lighting must be underground unless otherwise approved by the ARC. Pathway lighting and landscape lighting is encouraged. Such lighting must be inconspicuous.

Holiday lights and decorations, and other holiday decorations must be removed from the exterior of all buildings by thirty (30) days after the holiday.

4.3 Tree Protection

The following procedures are recommended to ensure the survival and good health of trees existing within Republic Grand Ranch. The owner/builder should use the following guidelines to preserve and protect trees on the construction site. An onsite Pre-Construction Clearing Inspection is required prior to lot clearing beyond the preliminary clearing of vegetation three inches (3") or smaller in diameter at five feet (5') of height, and a Pre-Construction Clearing Inspection Form must be submitted.

No more than thirty (30%) percent of trees in excess of five (5") inches of diameter (at five feet (5') height) may be cleared from a lot unless specifically approved by a Variance from the ARC. The thirty (30%) percent does not include trees cleared for the Dwelling pad.


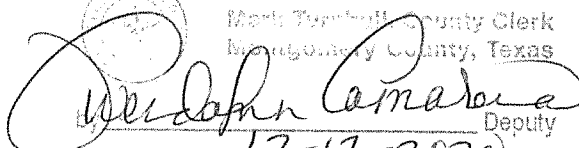
Tree protection fencing should be placed around drip line of trees to prevent storing of machinery or equipment, which can cause soil compaction and mechanical damage.

Soil should not be excavated, spread, spoiled, or otherwise disposed of within drip line of trees. Trash or open fires shall not be permitted on any lot.

If any removal of vegetation greater than three inches (3") diameter at five feet (5') height takes place prior to ARC approval, the owner of the lot or their builder will be required to pay a minimum fee of \$3,000 per lot cleared. Required planting of new trees may also be required as determined by the ARC.

The burning of underbrush vegetation and excess trees is permitted on an owner's property, considering that the owner, builder or other professional is conducting the burn and that the burn piles remain small enough to be easily contained. **The owner/ contractor must submit a**

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Montgomery County, Texas

Deputy
Issued 12-17-2020

BURN NOTICE FORM no fewer than five (5) days prior to burning. Please take extreme care when planning and executing such burns, as Republic Grand Ranch is heavily wooded and any damage to neighboring properties or homes will result in costly legal action taken against the owner/ builder. **Any burning conducted during a Montgomery County Burn Ban shall result in a \$2,000 fine to the owner/ builder, per violation.**

Any fires within the Subdivision should be made to be burning safely at all times, with no exception. It is recommended that any larger fires remain attended to ensure the safety of the homes, trees and residents of the Subdivision. If any damages are caused by a fire, or the fire department is called, fines or fees may be levied in accordance with any associated costs. Should the owner/builder choose to burn the trees and brush removed for construction of the home, care should be taken not to destroy the trees being kept on the property. Care should also be taken not to destroy any trees on neighboring lots.

4.4 Tree Preservation

BULLDOZERS AND EXCAVATORS HARM TREE ROOT SYSTEMS. RUBBER TIRE AND RUBBER TRACK MACHINES ARE NECESSARY TO MAINTAIN ROOT SYSTEMS WHEN CLEARING AND UNDERBRUSHING LOTS IN REPUBLIC GRAND RANCH.


Where tree clusters are preserved, owner/builder is encouraged to also preserve understory if possible. This helps maintain conditions around existing root systems. Under no circumstances are owners to remove more than thirty (30%) percent of the mature (5" diameter) trees without prior approval from ARC, for the purposes of replanting different mature trees in their place.

If any property owners or home builders clear vegetation on adjoining properties, the ARC may choose to fine that owner/builder up to \$1,500 per tree wrongfully removed. This does not preclude the owner(s) of the adjoining properties from seeking additional compensation or legal remedies for such activities. Please see the prior section on Vegetation Buffers for specific information on how they are to be maintained.

No mature trees (5"+ diameter) may be removed from the side and rear 20 foot (20') no-build setback areas of any Lot. In addition to this, no mature trees may be removed from the front fifty feet (50') of any Lot, counting from the edge of the fronting street, aside from those trees required to be removed for driveway and fencing purposes within that portion of the Lot. For corner lots, no mature trees may be removed from the side twenty-five feet (25') along the side facing the side street. These portions of Lots may be underbrushed at the Owner's discretion, in accordance with their desired level of privacy and aesthetic.

Placement of utilities within the drip line is detrimental to chances of survival of trees. If routing utilities outside the drip line is not possible, keep trench area to a minimum and adhere to tree protection methods described in previous section.

In case of specimen trees, consider boring under the tree root system. Prune trees using horticultural accepted methods to compensate for any loss of root system

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Montgomery County, Texas
by Dorinda Camarero Deputy
Issued 12-17-2020

4.5 Required Revegetation for Erosion Control

Planting beds should be located along the foundation, on the front and sides, to soften the appearance of the residence.

The areas cleared by the builder for construction (up to 20 ft. around the Dwelling and/or accessory buildings and up to 4 ft. on each side of the driveway) must be revegetated before final inspection, using sod or other "established vegetation" to mitigate erosion. Hydro-mulching or seeding will not be an acceptable erosion control in these areas. Areas in the drainage ditch and the right-of-way where vegetation was removed or damaged during construction must also have either sod or established vegetation in place before the final inspection. The builder should be repairing damaged areas immediately, as required in the CC&Rs, so that the new vegetation has time to take root before the final inspection.

Except as noted above, all of the remaining areas that have had the underbrush removed and have no visible vegetation must be revegetated to mitigate erosion. Acceptable methods of revegetation in these areas include sod, established vegetation (i.e. plant beds), hydro-mulching, erosion control mats, seeding, or any combination of those methods.

NOTE: As part of the revegetation process around the Dwelling, an irrigation system is recommended to protect the foundation. Most engineers require "constant moisture content" in the soil around the foundation and failure to provide this can void the engineer's warranty. The irrigation system provides constant moisture content in the soil.

4.6 Plant Materials


Plant materials that are appropriate for bed shrubs and suitable to the environment of Republic Grand Ranch, including deer resistant plants, are preferred. Other plant material may be used but preference should be given to plants that are native to the area.

4.7 Landscape Maintenance

All landscaping is required to be maintained in a healthy and attractive appearance. 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. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility, so as to conceal them from view of neighboring Lots, streets or other property.

Such maintenance includes, but is not limited to the following:

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 Mark Timball, County Clerk
Montgomery County, Texas
by Wendy Camacho Deputy
Issued 12-17-2020

- a. Prompt removal of all litter, trash, refuse, and wastes. All trash cans and bins may be placed at the curb the day of pick up and must be removed within 24 hours and stored from street view.
- b. Lawn mowing (outside of the natural vegetation areas), to include roadside ditches to the hard surface of the street.
- 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.

Proper maintenance includes adequate irrigation, appropriate fertilization, insect, pest and disease control, seasonal mulching of planting beds, erosion control and replacement of diseased or dead plant materials.

Each lot shall be maintained in a neat, clean, and orderly condition by the owner/builder.


If deemed necessary by the POA, the POA will maintain a lot according to the criteria listed above and charge the homeowner for these operations. See CC&Rs Section 3.24 for detail.

4.8 Drainage

Each Owner of a Lot must not, in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision. In the event it is the Owners wish to change any established drainage on or over his Lot, they must submit drainage plan revisions stamped by a licensed civil engineer and have such plans approved by Montgomery County engineer, prior to submittal to the ARC. 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.

Each Owner (including Builders), unless otherwise approved by the ARC, must finish the grade of the Lot so as to establish good drainage from the rear of the Lot to the front street or from the building site to the front and rear of the Lot as dictated by existing drainage ditches, topography, and swales constructed by Developer or utility districts for drainage purposes. No pockets or low areas may be left on the Lot (whether dirt or concrete) where water will stand following a rain or during watering. With the approval of the ARC, and following the submittal and approval of a licensed civil engineer's drainage plans, as approved by the Montgomery County engineer, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or by installing an open concrete trough with area inlets, however, the drainage plan for such alternate drainage must be properly engineered, and submitted to and approved by the Committee prior to the construction thereof. The ARC'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 Builder/Owner has evaluated the effects of their construction to other properties and of the effect of potential flowing and rising water that may affect the submitted improvements. Any adverse effects caused by improper drainage design, to

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 Mark Turnbull, County Clerk
 Montgomery County, Texas
Veronica Camarero
 Deputy
 Issued 12-17-2020

neighboring properties or the community, may be met with minimum fines to the owner or builder of \$1,500.

The Subdivision has been designed and constructed utilizing surface drainage in the form of ditches and swales and, to the extent these drainage ditches and swales are located in front, side or rear Lot easements, the Owners shall not re-grade or construct any improvements or other obstruction on the Lot which adversely affects the designed drainage flow. The Owner shall be responsible for returning any drainage swale disturbed during construction or thereafter to its original line and grade, and the Owner shall be responsible for maintaining the drainage ditches or swales appurtenant to said Owner's Lot in their original condition during the term of his ownership.

Prior to ANY SITE CONSTRUCTION, the site must have adequate erosion controls and measures in place and approved in writing by the ARC. Adequate erosion controls options include the following:

- Seeding or Planting applied with soil stabilizers or binders (tackifier)
- Seeding and placing fiber rolls / logs on bare slopes and in ditch
- Sodding ditch and ditch slopes

Erosion controls must not be allowed to contribute to Sediment issues.

Appropriate erosion controls must be maintained by owners/ builders for properties that include private drainage easements or flood plain areas. Owners indemnify and hold harmless the Developer and the Republic Grand Ranch POA and ARC for any damages caused by erosion within the owner's lot or to neighboring properties. If excessive clearing is determined to be the cause of accelerated erosion, fines may be imposed upon the Lot owner/builder according to the amount of damages caused.


All builders are required to have an individual SWPPP (Storm Water Pollution Prevention Plan) Permit **posted**, as required by TCEQ.

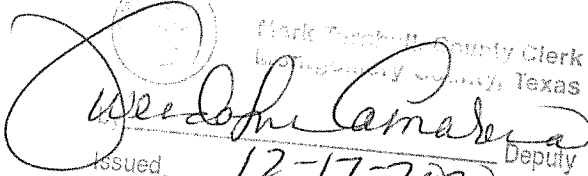
All Owners and/or Builders shall comply with the National Pollutant Discharge Elimination Rules and Regulations applicable to their respective Lot(s) as required by EPA under the Water Quality Act of 1987 amending the Clean Water Act, as said laws, rules and regulations may be amended from time to time. Any owner/ builder found to not be in compliance with these Rules and Regulations will face minimum fines of \$500.

It will be the responsibility of each owner/builder to provide adequate drainage for each home. Caution should be used in establishing the foundation elevation so that adequate drainage from the back yard around to the front and the reverse is not impaired by driveways or slabs.

PLACEMENT OF BUILDING MATERIALS, TRASH DUMPSTERS, PORT-A-JOHNS, VEHICLES OR ANY OTHER OBSTRUCTION OR DELIVERY OF CONSTRUCTION MATERIALS TO THE ROADSIDE DITCHES,

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 Mark Tackett, County Clerk
Tarrant County, Texas

 Wade Camadera
Deputy

Issued 12-17-2020

ROAD ROW, AND/OR UTILITY, NATURE TRAIL EASEMENT IS STRICTLY PROHIBITED AND SUBJECT TO A \$500/DAY FINE PER INCIDENT.

4.9 Sediment Control

Sediment Control measures must be carried out in addition to the erosion control measures for ditches and drainage swales.

There is a twenty foot (20') vegetation buffer at the front of each lot, starting behind the utility easement and drainage ditch, which requires that only non-machinery vegetation clearing (prior to and during construction) i.e. no equipment that has tires that would disturb the native soil, is allowed within the front 20' from the front street of the lot, excluding where the driveway will be located plus an additional four feet (4') on either side of the driveway. Hand held trimmers or cutting blades are permitted to clear vegetation (underbrush) with a maximum trunk diameter of 3" at a height of 5'. After the final approval of the completed construction, upon final inspection, this front 20' buffer area may be cleared in accordance with the regular site clearing limitations set out here in Sections 4.1 and also in 4.3 of these Site & Building Requirements.

The no-cut front vegetation buffer is strongly recommended in order to uphold the best erosion control practices. If an owner agrees, a builder may clear within the front 20' buffer, however if this is done there must be careful attention paid to maintaining other appropriate erosion control measures, including but not limited to hay bale barriers, properly maintained silt fencing, or mulch barriers.

Prior to ANY SITE CONSTRUCTION, the site must have adequate erosion controls and measures in place and approved in writing by the ARC.

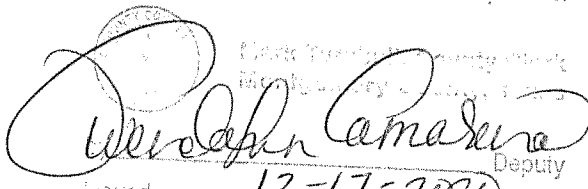
At final inspection, if owner/builder has not repaired any damage to the ARC's satisfaction, and re-grading or re-vegetation required, an estimate will be given for repairs which will be carried out according to ARC discretion. This cost will be withheld from the conformance/damage deposit.

In order to maintain clean streets and prevent siltation into drainage channels, all projects in Republic Grand Ranch are required to practice sediment control during construction. As soon as earthwork commences, sediment control methods shall be installed in such a way as to filter all storm water runoff from the tract into the street. The sediment control system shall remain in place and in good repair until construction is complete, landscaping is installed, and lawns are established.

Following installation of the approved culvert, PRIOR TO ANY SITE WORK, including but not limited to lot clearing, pushing of undergrowth, or any disturbance of the established vegetation, erosion control measures must be in place on the site. This is not subjective or subject to interpretation. Any site work that occurs before the installation of adequate erosion control

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I hereby certify that this is a true and correct copy of the original record on file with ARC.


Wendy Camarena
Deputy
Issued 12-17-2020

measures which include but are not limited to staked hay bales with erosion barrier material, staked rolled erosion control devices, etc. is subject to a \$500/ per day fine to the owner/builder, for each day there is site disturbance without adequate erosion control in place. Adequate erosion control shall be defined as structures that do not allow the sedimentation or siltation of existing drainage ditches and culverts.

Erosion control structures require regular cleanout. Failure to maintain the erosion control until establishment of permanent vegetation may result in a \$500 fine to the owner/builder if there is sedimentation from the site entering the established drainages.

All Owner and Builders shall conform to all regulatory agencies' rules, regulating standards, and criteria governing sediment control to include, but not limited to, the EPANPDES. Builders shall be responsible for filing and securing all necessary permits, including, but not limited to TCEQ SWPPP permits and proof will be required prior to ARC approval. Any construction taking place without these required permits may result in a minimum fine to the builder of \$500 and a "Stop-Work" order. Please contact the ARC via the POA Online Portal, RGRpoa.com if such an order has been received.

4.10 Foundations

Minimum finished slab elevation for all Dwellings shall be twelve (12") inches above 100 year flood plain, or such other levels as may be established by the Montgomery County Commissioner's Court or Montgomery County Engineer. The minimum slab elevation must also be a minimum of eight inches (8") above the finished grade of the Lot.

All foundation plans must be signed and sealed by a Professional Engineer registered in the State of Texas.


An on-site concrete washout area, which is to be used by all contractors and owners for rinse out of concrete trucks, shall be in place inside the property lines of the Lot before the foundation is poured. There will be a \$500 fine to the builder for any contractor washing concrete outside of their required, approved washout area.

4.11 Septic Systems

Builders are required to furnish all permits required by all ruling jurisdictions, including Montgomery County, for the installation of wastewater treatment system on each lot in Republic Grand Ranch, prior to construction.

Prior to occupancy, all dwellings constructed in Republic Grand Ranch must have a septic or sewage disposal system installed by the Owner to comply with the requirements of the appropriate governing agency or agencies and must pass the onsite final inspection. Any owner

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 *Wendy Camarero*
Wendy Camarero, P.E.
Deputy
Issued 12-17-2020

found to be occupying a Dwelling prior to receiving these permissions may be fined \$250 per day of occupancy up to a maximum of \$5,000, prior to approval of the onsite inspection.

A system shall not produce odors; shall be serviceable through a surface-level access opening; and must be capable of producing clean effluent that shall be disposed of using drip or surface irrigation or other accepted methods.

5.0 Residential Review Process and Submittal Form

Prior to plan submittal, please review the Builder's Reference or contact the ARC via the Online Portal if you have any questions.

Plans are submitted through the Republic Grand Ranch website. For information on plan submittal, please refer to the Builder's Reference. Copies of the Builder's Reference are available on the website or Online Portal at RGRpoa.com

Owners or Builders are required to submit a payment in the amount of \$1,000. This fee covers the plan submittal, inspections and builder compliance program costs. Owners/Builders are also required to submit a \$5,500 conformance/damage deposit, which is refundable subject to reduction for fines, property damage, etc. However, this conformance/damage deposit is paid by all Approved Builders at no cost to the owner.

No construction of any sort may begin on a lot prior to plan submittal and subsequent approval by the ARC. Any owner/builder that begins to construct on a lot prior to approval shall be fined \$500 per day with a \$5,000 maximum, until they have submitted the appropriate approval form(s) and payment required for review of construction plans.

In addition, builders are required to submit a Certificate of Liability Insurance, demonstrating that they hold Commercial General Liability insurance. This certificate must be in the amount of \$1 Million, with \$2 Million Aggregate and list Republic Grand Ranch as the Certificate Holder.

5.1 Site Operations

Builders are expected to conduct construction activities solely between the hours of 7:00 am and 8:00 pm. Exceptions for activities such as large concrete pours requiring earlier arrival of trucks may be requested in advance of that activity; approval from the ARC is required.

Builders must locate a dumpster or other type of roll-off container on site for the collections of site trash. The site should be cleared daily of all debris that may be blown to other lots during any type of storm activity or other high winds. The dumpster should bear only professional signage and no graffiti or other non-business graphical insignia.

Contractor is required to pick up and remove trash from the build site daily. Failure to do so may result in a fine to the builder of \$20 per day up to \$500.

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Wendy Camacho
Deputy
Clerk, Republic County Clerk
Monahans County, Texas
Issued 12-17-2020

Site Signage: On behalf of the Builder, the Association will post a professionally made address sign at each building site to accommodate deliveries of contractor locations of the site. The sign will contain the following minimum information:

- Builder's Company Name
- Contractor Contact Name/Phone Number
- 911 Address
- Section, Block and Lot Number (i.e. 1-4-17).

This is in addition to the sign a builder may wish to place on their active construction site.

The following rules should guide the operation of the jobsite:

1. The builder shall supply and maintain a portable toilet.
2. The use and/or possession of drugs and/or alcohol on jobsites is prohibited.
3. Vehicles shall not obstruct access to mailboxes, occupied homes, or the normal course of work.
4. Maximum Speed in the community is 30 miles per hour, or as stated by Speed Limit Signs.
5. No loud music will be tolerated on jobsites. Music that can be heard 40 feet from its source will be considered excessive.

5.2 Indemnify:

Each Owner who submits a request for approval of an improvement or alteration of any structure shall indemnify, defend and hold harmless the Association, the Board, the Committee, their officers, directors, Members and shareholders for, from, and against any and all costs, claims or charges arising from the submission of the request, any action taken on the request, and from the construction of the improvements or the implementation of an alteration to any existing structure

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date set forth below.

DATED 12/17/2020


REPUBLIC GRAND RANCH, LLC
a Texas limited liability company

By: Gay Roman
Its: Authorized Agent

(NOTARY ON FOLLOWING PAGE)

31 of 32

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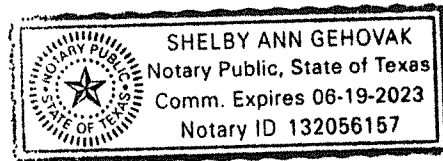

Notary Public, County Clerk
Notary Public, County, Texas
By: Dorothy Camarero Deputy
Issued 12-17-2020

STATE OF Texas,
COUNTY OF Walker ss.

This instrument was acknowledged before me on the 17 day of December, 2020 by
Gary Sumner as Authorized Representative of Republic Grand Ranch,
LLC, a Texas limited liability company.

Shelby Ann Gehovak
Notary Public

My Commission expires: 06-19-2023



When Recorded return to:
Republic Grand Ranch Property Owners Association
502 West Montgomery Ste 407
Willis, TX 77378

32 of 32

I hereby certify that this is a true and correct
copy of the original recording instrument.

Wendy Amador
Notary Public, State of Texas
Issued 12-17-2020

FILED FOR RECORD
12/17/2020 10:42AM

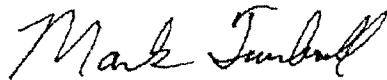


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

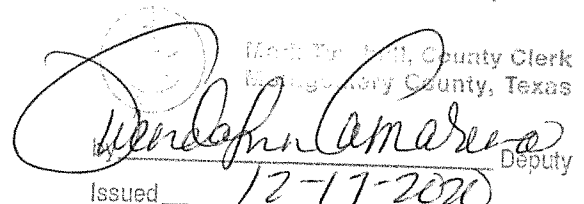
I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

12/17/2020



County Clerk
Montgomery County, Texas

I hereby certify that this is a true and correct
copy of the original record on file in my office.



Wendell Amador, County Clerk
Montgomery County, Texas
Deputy
Issued 12-17-2020



DOC #2020147031

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When Recorded Return To:
Republic Grand Ranch Property Owners Association
502 West Montgomery Ste 407
Willis, TX 77378



**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
REPUBLIC GRAND RANCH
Montgomery County, Texas**

I hereby certify that this is a true and correct copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas

by Shelby C. [Signature] Deputy

Issued 12/17/2020

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Montgomery County, Texas

by Shelby Cox Deputy
Issued 12/17/2020

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Mark Turnbull, County Clerk
Montgomery County, Texas

by Shelley C. [Signature] Deputy
Issued 12/17/2020

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I hereby certify that this is a true and correct copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas

by Shelley Cox Deputy
Issued 12/17/2020

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**REPUBLIC GRAND RANCH
Montgomery County, Texas**

THIS DECLARATION ("Declaration") is made on the date hereinafter set forth by Republic Grand Ranch, LLC, a Texas limited liability company, hereinafter referred to as "Developer" or "Declarant".

WITNESETH:

WHEREAS, Developer is the owner of that certain tract of land known as "Republic Grand Ranch", being a Subdivision of 4818.84 acres of land, situated in the JOSE MARIA DE LA GARZA SURVEY, Abstract No. 15, Montgomery County, Texas and being the portion of a called 8437.836 acre tract of land lying north of the centerline of Tanyard Road (county maintained road with both rock and asphalt surfaces, no right-of-way or easement found of public record) which is out of the residue of a called 8805.5 acre tract described as TRACT XII in a Special Warranty Deed from New Forestry, LLC to Atakapa, LLC dated 19 February 2013 and recorded under Clerk's File Number (CFN) 2013016070 of the Montgomery County Official Public Records in Montgomery County, Texas; and as described in a Deed to Republic Grand Ranch, LLC under Instrument No. 2019113827, Montgomery County Official Public Records, Montgomery County, Texas, (hereinafter referred to as the "Property" or the "Subdivision"), a portion of which is described on Exhibit A attached hereto; and

WHEREAS, Developer reserves the right to plat additional portions of the Property in accordance with the terms of this Declaration; and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against the Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners (as hereinafter defined).

NOW, THEREFORE, Developer hereby adopts, establishes and imposes the Restrictions upon the Subdivision for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The Restrictions shall run with the Property and title or interest therein, or any part thereof, and shall inure to the benefit and burden of each Owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to the areas identified or platted as a "Reserve" or "Unrestricted Reserve" on the Plat or to any area not included in the boundaries of the Plat. Developer also declares that this Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

I hereby certify that this is a true and correct copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas

by Shelley C. [Signature] Deputy

Issued 12/17/2020

1. DEFINITIONS

- 1.1** "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation any other sections of the Subdivision, if any. Developer may plat any property adjacent to or in the proximity of the Property which Developer may wish to include in the jurisdiction of the Association.
- 1.2** "Architectural Review Committee" shall mean and refer to ARC or Committee as more particularly defined in Section 4.
- 1.3** "Approved Builder" shall mean and refer to home builders approved by the Developer and or assigns who have met all qualifications and are pre-approved by the Developer and /or assigns to construct homes within the Subdivision, subject to the ARC guidelines and application.
- 1.4** "Association" shall mean and refer to Republic Grand Ranch Property Owners Association, and its successors and assigns.
- 1.5** "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- 1.6** "Builders" shall mean and refer to persons or entities who purchase Lots and build speculative or custom Dwellings thereon for third party purchasers.
- 1.7** "Committee" shall mean and refer to Architectural Review Committee of the Association as more particularly defined in Section 4.2.
- 1.8** "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by Developer and/or the Association for the common use and enjoyment of Owners and/or any other real property and improvements, including, but not limited to, parks, open spaces, nature trails, greenbelt areas and other facilities and areas designated on the Plat within the Common Area to which Owners may hereafter be entitled to use.
- 1.9** "Composite Building Site" shall mean the consolidation of two or more contiguous lots. To be recognized by the Association, all county/tax required approvals, and a copy of the recorded platted lot, must be submitted to the Association prior to any approval of new home construction and/or request for the reduction of the maintenance fee in accordance with Section 3.2.
- 1.10** "Contractor" shall mean and refer to persons or entities with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.
- 1.11** "Developer" shall mean and refer to Republic Grand Ranch, LLC, a Texas limited liability company, and its successors and assigns. Provided, however, no person or entity merely

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purchasing one or more Lots from Republic Grand Ranch, LLC, a Texas limited liability company, in the ordinary course of business shall be considered a "Developer".

1.12 "Dwelling" a single-family residential dwelling as more particularly described in Section 3.1.

1.13 "Impervious Area" shall mean the total sum of square footage under roof, and walkways and driveways constructed of impervious material. A variance may be granted by the Architectural Review Committee with approval by Montgomery County.

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

1.15 "Lot" shall mean and refer to any plot of land identified as a Lot or tract on the Plat. For purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Common Area", "Reserves", "Restricted Reserves", "Restricted Open Space Reserves" or "Unrestricted Reserves", (defined herein as any Common Area, Reserves, Restricted Reserves, Restricted Open Space Reserves, or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area. No further subdivision of a Lot is permitted.

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

1.17 "No Clear Zone" as more particularly described in Section 2.12.

1.18 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot or Reserve 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.

1.19 "Plat" shall mean the Plat described in the first "Whereas" paragraph above, along with any amended, supplemental or additional plat that might be filed and recorded against the Property in the future.

1.20 "Reserves" shall mean the Reserves as described in Section 2.9 and Section 2.10., respectively.

1.21 "Site and Building Requirements" as more particularly described in Section 4.1(e)

1.22 "Republic Grand Ranch or RGR" shall mean and refer to this Subdivision and any other sections of the Subdivision hereafter made subject to the jurisdiction of the Association.

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1.23 "Transfer Fee" shall mean a fee required on all property resales, payable to the Association, not to exceed \$250.00.

1.23 "Transition Date" shall mean the date upon which Developer transfers control of the Subdivision to the Association as more particularly defined in Section 5.6.

1.24 "Unrestricted Reserves" shall mean the Unrestricted Reserves as described in Section 2.8, to allow for future drill sites.

2. RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.1 Recorded Subdivision Map of the Property:

The Plat dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat recorded or hereafter recorded 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, conveying said Property or any part thereof whether specifically referred to therein or not.

2.2 Easements:

Developer, subject to the provisions of Section 3.2 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 Real Property Records of Montgomery County, Texas, 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, and/or any other utility or parcel receptacle, USPS or otherwise, 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 the improved drainage of the Reserves, Common Area and/or Lots. The Association, Developer and their successors and assigns further expressly reserve the right 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 easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any 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 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 successors, assigns, agents or employees, to fences, shrubbery, trees and lawns or any other property of Owner on the Property covered by said easements.

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2.3 Title Subject to Easements:

It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. 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/her Lot. Developer may convey title to said easements to the public, a public utility company or the Association as Developer sees fit.

2.4 Utility Easements:

- (a) Utility ground and aerial easements have been dedicated in accordance with the Plat. Utility easements on side Lots may be eliminated and cancelled along adjoining Lot lines in a Composite Building Site in accordance with Section 3.2 hereof.
- (b) No building, swimming pool or other structure shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, walkways, 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, or similar improvement placed upon such utility easement by the Owner shall be constructed, maintained and used at Owner's risk and expense and shall be subject to removal in whole or in part by the utility district or public utility, 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, 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 shall indemnify and hold 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, INCLUDING WHERE SUCH DEATH, INJURY OR DAMAGE IS CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OF SUCH PUBLIC UTILITY OR DEVELOPER OR THE ASSOCIATION, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, CONTRACTORS OR AGENTS.

2.5 Use of Easements by Owners:

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All easements contemplated by this Declaration, including without limitation the easements shown on the Plat adjacent to any road or street, may be used by all Owners, their families, guests and invitees for the purposes provided herein, except to the extent expressly limited herein or on the Plat.

2.6 Nature Trail Easements:

An easement on, over and across the areas designated on the Plat as a "nature trail" (each a "Nature Trail" and collectively, the "Nature Trails") is hereby reserved for the non-exclusive use and enjoyment of all Owners, their families, guests and invitees, and said easement is herein referred to as Nature Trail or Nature Trails. No Owner or other person whomsoever shall be permitted to fence or obstruct any portion of any Nature Trail, and no building, fence or other structure whatsoever shall be constructed or maintained on any Nature Trail. The Nature Trails shall be maintained in as natural-a-state as possible consistent with use as a Nature Trail. The Nature Trails shall be used for the purpose of pedestrian walking or jogging and for riding of horses, bicycles or similar activities. Nature Trails will be maintained by the Association.

2.7 Drainage Easements:

An Owner is prohibited from constructing any improvements, including but not limited to fencing within, through or over the drainage easements and variable width drainage easement as shown on the recorded Plats (the "Drainage Easements") that limit the flow of water. An Owner may clear underbrush and establish foot trails within the Drainage Easements, but no other vertical improvements will be allowed. Fencing is allowed along the Property lines located within the Drainage Easements but cannot impede the flow of storm water within the Drainage Easements. The natural drainage channels that are located within various Lots throughout the Subdivision may not be altered in any way without the written consent of the Montgomery County Engineer.

2.8 Unrestricted Reserves, Drill Sites and Multipurpose Easements:

The areas designated, or in the future to be designated, as unrestricted reserves may be used as "drill sites" (each a "Drill Site" and collectively, the "Drill Sites") on the Plat are the designated drill site areas for any operations for the exploration, drilling, development and/or production of oil, gas (or any other substances produced from wellbores with oil or gas) and/or any other mineral substances or any operations in connection therewith, including, but not limited to, the drilling of wells for such purposes, the staging of equipment, the installation of gathering or transmission lines, the installation of compression, processing, metering, or holding tanks for extracted mineral or petroleum products or for fluids or other substances used in the exploration, drilling, development and/or production process (collectively, "Mineral Exploration and Production Operations"). The areas designated, or in the future to be designated, as "multipurpose easements" (each a "Multipurpose Easement" and collectively, the "Multipurpose Easements") on the Plat are the easements for ingress and egress to and from the Drill Sites, including the installation of any gathering or pipelines, for transportation of equipment, personnel or production and materials that may be undertaken in, on or under the Drill Sites in

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connection with Mineral Exploration and Production Operations. The Drill Sites and the Multipurpose Easements may be used by each Owner, including without limitation his/her families, guests and invitees, upon whose Lot the Drill Site and/or the Multipurpose Easement is located for recreation, outdoor activities and other activities until such time as an owner or lessee of all or a portion of any oil, gas, mineral right and/or mineral estate (each, a "Mineral Owner" and collectively, the "Mineral Owners") desires to use said area within the Drill Site or the Multipurpose Easement for Mineral Exploration and Production Operations. The use of the Drill Sites and the Multipurpose Easements by an Owner is specifically subject to the superior right of the Mineral Owners to use the Drill Sites or the Multipurpose Easements for Mineral Exploration and Production Operations. Owners are not permitted to construct improvements on the Drill Sites or the Multipurpose Easements, and any improvements constructed by an Owner on the Drill Sites or the Multipurpose Easements shall be constructed and maintained at the sole risk and expense of said Owner and, as such, said Owner shall be solely responsible for any damage to said improvements as a result of the Minerals Owner's use of the Drill Site and/or the Multipurpose Easement for Mineral Exploration and Production Operations.

2.9 Reserve A – Water Plant:

The area designated, or in the future to be deeded to Developer or assigns, as "Reserve A" on the Plat is to be used as a water plant by Developer or its assigns. There is a 150 foot sanitary control easement around each well on Reserve A, as shown on the Plat. The construction and/or operation of underground petrochemical storage tanks, stock pens, feed lots, dump grounds, privies, cesspools, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an unsanitary condition within, upon or across the above described 150 foot sanitary control easement(s) is prohibited. For the purpose of the 150 foot sanitary control easement(s), improperly constructed water wells are those which do not meet the surface and subsurface construction standards for a public water supply well. Further, tile or concrete sanitary sewers, sewer appurtenances, septic tanks and storm sewers are specifically prohibited within a 50 foot radius of the deep water well(s) location in Reserve A.

2.10 Reserves – Green Belts & Detention Reserve B, C & E:

The areas designated as "Green Belts & Detention Reserves" on the Plat is Common Area to be used by Owners, their invitees and guests for a park, nature area, walking or outdoor activities as set forth on the Plat or as may be permitted or regulated by Developer or, upon the Transition Date, the Association.

2.11 Roads and Streets:

Subject to the terms and conditions of this Section 2.11, the roads and streets in the Subdivision, as shown on the Plat are hereby dedicated, in addition to roadways, as utility easements for the purpose of constructing, operating and maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage

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(surface or underground), cable television, or any other utilities that Developer sees fit to install (or permit to be installed) in, across and/or under the Property.

2.12 No Clear Zones:

All Lots bordering the exterior boundaries of the Subdivision, further identified as Section 1, Block 1, Lots 1 thru 26 and Block 2 Lots 1 and 3 thru 6 shall maintain a twenty five foot (25') no cut buffer along the rear property lines. The lots bordering the Green Belt and Detention Reserve areas will have a twenty five foot (25') no cut buffer on the rear of the lot line, except that they may cut one 10 foot (10') path from their property for access to the Green Belt and Detention Reserve area. Those lots are further identified as Section 1, Block 2, Lots 6, 7, 9 thru 27 and Block 3, Lots 1, 6 thru 13, 16 thru 27 and 29 thru 32.

Violation of the No Clear Zones and/or removal of the vegetative buffer will result in the lot owner being required to plant additional trees to screen the cleared area and may be subject to fines of up to \$5,000.

3. USE RESTRICTIONS

3.1 Single Family Residential Construction:

No building shall be erected, altered, placed, or permitted to remain on any Lot or building site other than one single-family residential dwelling ("Dwelling") per each Lot to be used solely for residential purposes, except that one "Guest House/Staff Quarters" may be built, provided it matches the same design as the Dwelling. "Guest House/Staff Quarters" is defined as a separate house or living quarters. The Guest House/Staff Quarters must contain a minimum of 500 square feet and a maximum of not more than 60% of the square footage of the Dwelling.

Each Dwelling shall have a fully enclosed garage for not less than two (2) automobiles, which garage is continuously available for parking automobiles without any modification being made to the interior of said garage. Detached garages, see Section 3.3(e), may be constructed on the Property after or while the Dwelling is being built, so long as they are of good construction, kept in good repair, matches the design of the Dwelling, and are not used for residential purposes provided, however, garages must be built for at least two (2) automobiles and not more than five (5) automobiles. Garages should be either a side-loading type or a rear-loading type so as not to face the street at the front property line.

Occupancy of the 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 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 Developer to exclude any individual from a Dwelling who is authorized to so remain by any state or federal law.

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No construction of accessory buildings, barns, shops, guesthouses, etc. may begin until ARC approval has been issued for the main Dwelling and the approved slab has been poured, except that the foundation for an accessory building and the main dwelling may be poured at the same time if approval has also been issued by the ARC for the accessory building.

All Dwellings, detached garages, barns, tack-rooms and workshops must be approved in writing by the Committee prior to being erected, altered or placed on the Property and according to the requirements adopted by the Committee. The term "Dwelling" does not include any manufactured or mobile home, or any old or used houses to be moved on the Lot, and said manufactured, mobile or used homes are not permitted within the Subdivision. All Dwellings shall have a minimum of 2,000 square feet of living area, excluding porches and garages, and shall be built with new construction materials. There shall be a minimum of 1,600 square feet of living area on the first floor of any multi-story Dwelling. No structure shall exceed two (2) stories or thirty (30) feet in height unless written approval has been given by the Committee including but not limited to barns and windmills.

Construction of the exterior of the Dwelling shall be completed within twelve (12) months from the setting of forms for the foundation of said Dwelling. Construction of a Guest House/Staff Quarters, barn or other structure or improvement may not begin until construction of the primary Dwelling has begun or has been completed and approved in writing by the Committee. The Construction or improvements of all structures (other than Dwellings) shall be completed as to exterior finish and appearance within six (6) months from the setting of forms for the foundation of said improvement or structure.

As used herein, the term "residential purposes" shall be construed to prohibit mobile homes, trailers, modular or manufactured homes, or pre-fabricated homes being placed on any Lots, or the use of any Lots for duplex houses, churches, condominiums, townhouses, garage apartments, 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. Provided, however, an Owner may maintain a home office and/or home school in a Dwelling with no advertising signs or regular visits by customers or clients.

Model homes as constructed and maintained by Approved Builders and/or Developer shall not be construed as commercial use and shall be allowed. Developer may operate a resale brokerage office or an Association office on lots owned by the Declarant and/or assigns. Specific lots to be used for Model homes must be approved by the Developer or assigns.

Requirements concerning construction materials are set forth in Section 3.5 below.

Review the "Site and Building Requirements" as issued by the Developer and enforced by the Association/Architectural Review Committee for more specific information and prior to ANY Site work of any kind, as referred to in 4.1(d) below.

3.2 Composite Building Site:

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Any Owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the Committee, consolidate such Lots or portions into one building site ("Composite Building Site"), with the privilege of placing or constructing improvements on the Composite Building Site, in which case the side setback lines along the common Lot lines shall be eliminated and said setback lines shall thereupon be measured from the resulting side Property lines rather than from the center adjacent Lot lines as indicated on the Plat. 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. Each Composite Building Site must have a front building setback line of not less than the minimum front building setback line of all Lots in the same block. Drainage easements on Composite Building Sites may not be eliminated. A Composite Building Site will be considered as an individual Lot for purposes of the "Maintenance Charge" as set forth in Section 6 hereof. No Lot shall be further sub-divided, however composited lots may be reconfigured into no greater than the number of lots originally composited. At no point may a lot be created smaller than 1 acre in size. In order for a composite lot to be recognized by the Committee, all county/tax required approvals, and a copy of the recorded platted lot, must be submitted to the Committee prior to any approval of new home construction and/or request for the reduction of the maintenance fee.

3.3 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 than as may be indicated on the Plat; provided, however, as to any Lot, the Committee may waive or alter any such setback line if the Committee, in the exercise of the 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 Deed Records of Montgomery County, Texas. Each Dwelling placed on Property must be equipped with a septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and each Dwelling must be served with water and electricity. The Dwelling on any Lot shall face the front of the Lot towards the street or road, unless a deviation is approved in writing by the Committee. On corner Lots, the front of the Lot is defined as (i) on a rectangular Lot; the narrowest Property line facing a street or on a (ii) square Lot, the Property line facing a secondary road.

The minimum dimensions of any Lot and the building setback lines shall be as follows (provided, any conflict with the building setback lines set forth on the Plat shall be controlled by the Plat):

- (a) The building setback line along the front of each Lot shall be seventy-five (75') feet on all Lots less than two (2) acres in size. On Lots of two (2) acres or greater in size, the front setback shall be one hundred (100') feet, unless otherwise shown on Plat. In special circumstances, the Committee may grant a variance for a minimum of fifty (50') foot building setback line when site conditions on the Lot require such a variance due to hardship. For all "corner lots" in the Subdivision with two sides fronting on a street, the

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building setbacks will be seventy-five (75') feet from both streets and twenty (20') feet from both side/rear property lines.

- (b) The building setback line along the side of each Lot shall be twenty (20') feet, on all Lots, unless otherwise shown on Plat.
- (c) The building setback line along the rear of each Lot shall be twenty-five (25') feet on all Lots, unless otherwise shown on Plat.
- (d) Accessory buildings, such as barns, shops etc., must be setback no less than two hundred feet (200') from the front of the property line and no less than one hundred feet (100') from the side street and no less than thirty feet (30') from the side and rear property lines.
- (e) If a detached garage is going to be side facing, the requirement for 200' lot depth is removed and the garage may be place in line with the building area of the Dwelling.

3.4 Dwelling Foundation Requirements:

All Dwelling foundations shall consist of either: (i) concrete slabs, or (ii) piers and beams, with the entire Dwelling being skirted with brick or materials which match the outside of the Dwelling as may be approved by the Committee. Provided, however, the 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 Dwelling constructed on the Lot. Minimum finished slab elevation for all Dwellings shall be twelve (12") inches above 100 year flood plain, or such other levels as may be established by the Commissioner's Court or County Engineer of Montgomery County, Texas and other applicable governmental authorities. The minimum slab elevation must also be a minimum of eight inches (8") inches above the finished grade of the Lot unless otherwise approved by the Committee.

All references in this Declaration to required minimum slab elevations and/or any slab elevations approved by the Committee do not constitute a guaranty by Developer, the Committee or the Association that the Dwelling will be free of flood or related damage.

All foundations are required to be engineered and designed, by a professional engineer licensed by the State of Texas, based upon appropriate soils information taken from the specific Lot in question as recommended by such engineer. Soils borings and soils reports by a licensed professional engineer are suggested for all Lots prior to such engineer's design of the foundation.

The foundation plans to be used in the construction of the Dwelling must be submitted to the Committee along with the plans and specification for the Dwelling as provided in Section 4.1. 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 Dwelling to be constructed. No independent evaluation of the foundation plan is being made by the Committee.

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The Committee's sole function as to foundation plans is to determine if the plans have been prepared by a licensed professional engineer, as evidence by the placement of an official seal on the plans.

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

The granting of approvals of foundation plans and the Dwelling and garage slab elevation shall in no way serve as warranty as to the quality of the plans and specifications and/or that 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 Developer, the Committee or the Association have any liability as a result of the Committee's approval or disapproval of the resulting improvement.

3.5 Type of Construction, Materials and Landscaping:

All structures must be constructed from new material or its equivalent with the finished exteriors being of natural colors, in harmony with each other and in harmony with the natural surroundings. White and off-white colors along with shades of gray to black are also permitted colors for Dwellings. Structures may be subject to Montgomery County codes, regulations, building permits, and flood control district requirements (if applicable), the compliance of which shall be Owner's responsibility. The exterior of Dwellings, garages and carports shall be of at least sixty-five (65%) percent glass or masonry construction or its equivalent on its exterior wall area, unless another type of material is approved in writing by the Committee, (stucco, stone and brick are considered masonry for purposes of this requirement, while Hardie-Board and other materials similar to Hardie-Board are not considered masonry for purposes of this requirement). The roof of any Dwelling, garage or carport shall be constructed of either composition shingles, copper, tile, slate, standing seam metal or other material approved by the Committee and according to the requirements adopted by the Committee, prior to construction. The use of sheet metal or similar material on the roof or exterior sides of any Dwelling, garage or carport other than as flashing is prohibited. All chimneys shall be of masonry construction. Cement Fiberboard Chimneys are allowed if they are made of solid cement board in either smooth finish, stucco finish or textured finish with trim boards on corners. Lap siding will not be allowed.

For all proposed Dwellings, the structural and architectural integrity of the community will be the determining factor of home design approval, at the discretion of the ARC or appointed official of the POA.

In addition to the building material and roof pitch requirements for Dwellings, per the CC&R's and the SBR's, exceptions may be made for specific home styles which demand different building materials. All such exceptions, if they substantially comply with the intent of the site and building requirements, may be approved at the discretion of the ARC. In general, these exemptions will

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be made solely for adherence to specific building styles, and as a rule will not be permitted as a method to lower the cost. Examples of this include, but are not limited to:

Southern Living Showcase Homes™ or other like-quality, like-style Modern Farmhouse-Style Homes are permitted to be built on any Lot within the Republic Grand Ranch. If the Dwelling is not specifically a Southern Living Showcase Home design, it will need to be verified as appropriate by the ARC prior to receiving approval, at the ARC's discretion. This style of construction, along with the stipulated quality standards, does not offer a "less expensive" alternative to the general building requirements, may be permitted.

Log Homes are permitted on any Lot in Republic Grand Ranch and typically will require the general 65% stone, stucco, masonry or glass stipulation. Deviations from this requirement may be considered on a case-by-case basis for high-end log homes that feature high glass content and require less stone, however some stone will be required of any log home. This may be granted at the sole discretion of the ARC.

Plantation Style Homes may be considered on a case-by-case basis and may receive reductions in the requirements of stone, stucco, masonry and glass if both required for stylistic integrity at the discretion of the ARC and if no reduction in the overall quality or curb-appeal of the build exists.

Contemporary Style Homes may be considered on a case-by-case basis and will be required to appropriately blend-in with their natural surroundings and adjacent properties. Roof pitch and building material deviations may be granted at the sole discretion of the ARC.

The general requirement of 65% stucco, masonry and glass is a standard and variances will only be granted on a case by case basis by the ARC.

- (a) No reflective roofing shall be allowed, with Weathered Galvalume being the most reflected acceptable form of roofing permitted. No external roofing material other than slate, tile, metal, built up roof, composition (where the type, weight, quality and color has been specifically approved by the Committee) shall be used on any building in any part of the Properties without written approval of the Committee. All roofing material must be applied in accordance with the manufacturer's specifications. Roof vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Galvanized roof valleys must be primed before painting to insure the prevention of peeling.
- (b) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties.
- (c) All roof ventilation (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street, unless site conditions dictate and a variance is granted by the Committee. The Committee shall have the right to approve the exceptions to the foregoing in cases where energy conservation

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and heating/cooling efficiency require ventilators that, because of the particular roof design, cannot be hidden from view.

- (d) Corrals and pens shall be built and maintained in an attractive and workmanlike manner and maintained in such sanitary manner so as not to be considered a nuisance.
- (e) Accessory buildings such as workshops or storage sheds are allowed and should match the Dwelling and be made of like materials. They are also permitted to be made of metal, provided they are constructed with high-quality, non-reflective, sturdy metal, **sized 26 gauge or thicker**, sided with the lesser of a four feet (4') high wainscot on all sides or fifty (50%) percent of the exterior of the building as stone, stucco or brick (matching the Dwelling), for any aspect of the accessory building that is visible from any street or neighboring property, and the remaining metal be of colors in harmony with the Dwelling and natural surroundings (earth tones) or glass for windows. The roofs of these outbuildings must be colored to match the main dwelling. No accessory buildings may be larger than the main Dwelling. The minimum size for any such outbuilding is to be ten feet by ten feet (10' x 10') or one hundred square feet (100sqft). If any such building should be large enough that it requires a building permit from any governing bodies, it must comply with the appropriate rules and regulations. Accessory buildings may be no closer than two hundred feet (200') from the front street of the property and no closer than thirty feet 30' from the side or rear lot lines of a property. Accessory buildings that are not of metal construction are permitted to be constructed of like materials to the Dwelling.

Any accessory building not meeting these requirements will result in a **minimum** of \$2,500 fine and will be required to be re-built or altered to the specifications laid out in these Restrictions and the Site and Building Requirements.

3.6 Driveways and Culverts:

Prior to any lot requiring heavy equipment, (any vehicle with tires larger than passenger vehicles, including metal track equipment) the new home application and all fees and permits must be submitted and approved, the owner/builder shall then determine the location of the permanent culvert which must be installed before any heavy construction machinery may enter upon any home site. Driveway culvert sizing has been approved by Montgomery County and a copy of the individual lot culvert sizing requirements are available upon request. The ARC shall be notified prior to any culvert installation and the installation shall not be authorized until a damage deposit has been received, as required in the Site and Building Requirements.

Vegetation-clearing machinery, on rubber tires and no larger than a pick-up truck, may enter upon a home site prior to culvert installation for the purpose of clearing underbrush, defined in the Site and Building Requirements, Section 4.1, Lot Clearing, following approval from the ARC, provided the lot clearer is on the approved list and has posted a damage deposit in the event the

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Montgomery County, Texas

by Shelby Cox Deputy
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ditches or road are damaged during the clearing process. Vegetation-clearing machinery on tracks shall be considered heavy construction machinery and may not enter upon any home site without new home construction approval and receipt of a Damage Deposit.

All driveways in the Subdivision shall be constructed of concrete or asphalt at Owner's expense and shall be completed within twelve (12) months from the setting of forms for the foundation of the Dwelling or structure as indicated in Section 3.1 hereof. Further, the driveway or entrance to each Lot from the pavement of the street shall be paved with concrete or asphalt. Prior to Montgomery County road acceptance, the ARC is to be notified of culvert and driveway installation. Following acceptance of the roads by Montgomery County, application for approval to the Montgomery County Precinct Commissioner will be required prior to installation of any culvert and driveway. Driveway culverts shall be installed at the Owner's expense. Driveway culverts must be installed prior to any construction activity on the lot, except clearing of underbrush.

3.7 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 Dwelling or for any other purpose, either temporarily or permanently; provided however, that Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing Dwellings and constructing other improvements within the Subdivision. Model homes to be constructed by builders must be approved by the RGR ARC.

3.8 Water Supply:

Developer has contracted or will contract with a third-party public water utility for the installation of a central water system for the Subdivision. All Dwellings shall be equipped with and served by a central fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used except upon the written approval of the Committee, the third party public water utility and any required governmental authorities. Wells may be drilled by Developer or the Association for use in watering the Common Area and filling of lakes or ponds in the Common Area. All Dwellings must tap into and remain connected to the central water system for the Subdivision.

3.9 Electric Utility Service:

Prior to beginning any construction on a Lot, each Owner, at his/her sole expense, shall be required to install underground electric service lines from the transformer or source of feed to the meter location on his Lot. Further, each Owner may expect to pay a charge for connection to such electric utility service, and Owner is obligated to contact the electric utility company providing service to the Subdivision to determine the amount of such charge and make

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by Sheila Lynn Deputy
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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.

3.10 Sanitary Sewers:

No outside, open or pit type toilets will be permitted in this Subdivision. Prior to occupancy, all Dwellings constructed in this Subdivision must have a septic or sewage disposal system installed by Owner to comply with the requirements of the appropriate governing agency or agencies. The aerobic type septic systems are preferred.

3.11 Walls, Fences and Hedges:

All fences are subject to the following: 1. A field survey is required to be submitted to the A. 2. Fencing may be no closer than 2' to any rear or side boundary line for fence maintenance purposes. This excludes pool fencing. Walls and fences, if any, must be approved prior to construction by the Committee and no wall, fence, planter or hedge in excess of six (6') feet in height shall be erected, planted or maintained on any Lot. No wall, fence, planter or hedge shall be erected, planted or maintained outside of the Lot lines. No fence shall be constructed inside the utility easement. No wall or fence of any kind may be constructed within or across a Drainage or Variable Width Drainage Easement.

No electric wire or temporary fences shall be allowed unless the Committee approves a variance to allow such type of fence prior to its construction. No barbed wire, hurricane, chain link or white picket fencing fences shall be allowed, provided, an Owner may obtain permission from the Committee to construct a cage, kennel or dog run out of chain link fence, provided any such outside pen, cage, kennel, shelter, concrete pet pad, run, track or other building, structure or device directly or indirectly related to animals which can be seen, heard or smelled by anyone other than the subject Owner must be approved as to materials, size and location by the Committee in its sole and absolute discretion.

"Horse Fencing", as referred to herein, shall at a minimum, be constructed of three (3) rail pipe or no-climb fencing with a top pipe rail, three (3) rail wood or vinyl, or other material approved by the Committee and may not be constructed without prior approval of the Committee. No temporary panels shall be used for fencing. No climb fencing shall not be visible from the street unless it is more than 200 ft. from the property line. If closer than 200 ft., either a landscape hedge or twenty feet (20') wide natural vegetation barrier shall be used to prevent visibility of the no climb fence from the street. Horse fencing may be no closer than 2' to any rear or side boundary line for fence maintenance purposes. Horse fencing shall be constructed outside of utility easement areas.

A "Non-Privacy Fence" is an iron ornamental fence no more than six (6') feet in height, of a design and color approved by the Committee that does not obstruct the view of a park or adjoining Lots. Ornamental fencing may be no closer than 2' to any rear or side boundary line for fence

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maintenance purposes. Hog Fencing is permitted to be attached to ornamental fencing and must be 1.25 gauge or greater. The following additional restrictions shall apply to walls, fences, planters or hedges on park fronts ("Park Fronts"), Reserves and corner Lots, to-wit:

- (a) Except for a Non-Privacy Fence as hereinafter described, no privacy fence or wall of any kind shall be erected, planted or maintained on a corner Lot, provided that this Subsection 3.11(a) shall not apply to a corner Lot which abuts any of the Reserves described in Section 2 hereof.

"Pool Fencing" shall be installed around any swimming pool, spa or hot tub in accordance with International Residential Code (IRC), Appendix G, Section AG105 BARRIER REQUIREMENTS, including self-closing gates where appropriate. Pool fencing may be no closer than 20' to any rear or side boundary line.

"Privacy Fencing" and walls shall be constructed of ornamental iron, wood, masonry or synthetic materials in harmony with the requirements established by the Committee, provided Privacy Fences shall not be constructed any closer to the front of the Lot than 50% of the depth of the Dwelling and may be no closer than 2' to any rear or side boundary line for fence maintenance purposes.

"Boundary Identification Staking" is a property identification marker consisting of stakes no higher than thirty-six (36") inches placed around property boundary by a licensed surveyor. Generally, these stakes will be fifteen to twenty (15'-20') feet apart.

"Hog fencing", is fencing for the purpose of protecting the property from nuisance animals. If hog fencing is installed separately from within ornamental fencing, the natural vegetation between the hog fencing and property boundary must be allowed to grow and remain established in order to effectively hide the hog fencing from any neighboring property. However, no fencing is allowed in, over or through the drainage easements or variable width drainage easements. Said fencing is permitted along the side and rear boundary lines of a property and must be installed no closer than twenty (20') feet to the closest boundary line, if not attached to an ornamental fence.

Driveway entrances may be constructed of masonry columns, ornamental iron or similar materials in harmony with the Dwelling on said Lot as may be approved by the Committee.

The Owner of any Lot upon which Developer may have constructed a fence shall be responsible for the maintenance and repair of said fence.

3.12 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. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may

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be or become an annoyance or a nuisance to the Subdivision. This restriction is waived regarding the customary sales activities required to sell Dwellings in the Subdivision and for home offices described in Section 3.1 hereof. 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. Without Limitation, the illegal discharge of firearms within the subdivision is expressly prohibited. Hunting within the Subdivision 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, (1) the illegal use of firearms, firecrackers or other fireworks within the Subdivision, (2) the storage of ammonium nitrate, flammable liquid in excess of five gallons, or (3) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion, (4) No motor sport tracks, racing areas, or activities, whether for personal, private or public use may be constructed on a lot or vehicles used for such activity on any lot.

3.13 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 one (1) set of plans and specifications for the proposed swimming pool construction 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 the required application fee and damage deposit as specified on the application. The Committee's approval or disapproval of such swimming pool shall be made in the same manner as described in Section 4 hereof for other building improvements. Owner shall be responsible for temporary erosion control measures required during swimming pool construction on said Lot to ensure there is no erosion into natural waterways. Swimming pool drains shall be piped into the ditch in front of the Lot or other approved drainage area. 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. Pools may not be constructed within any utility easement, and no portion of a swimming pool shall be erected in front of a Dwelling. Swimming pools shall be protected by a fence constructed in accordance with Section 3.11 above.

3.14 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 permitted ponds, permitted landscaping or permitted construction of improvements on such Lot.

3.15 Removal of Trees, Trash and Care of Lots During Construction of Dwelling:

No tree removal on a Lot is permitted prior to new home construction application approval by the Committee. Underbrushing may be permitted prior to new home construction application submittal, at the discretion of the Committee, on the basis of providing adequate time for such

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building and planning processes as home elevation design on your Lot, determination of site plan and pad locations and tree preservation plans.

- (a) All Owners, during their respective construction of a Dwelling, are required to burn, in accordance with applicable regulations, or remove and haul from the Lot all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Lot for construction of the residence, construction of other improvements and landscaping. No material 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 Lots shall be permitted as long as it does not violate any governmental rules or regulations. No more than 30% of mature trees in excess of five inches (5") at five feet (5') in height, may be cleared, unless approved by a variance granted by the Architectural Review Committee. This 30% of trees does not include any trees required to be removed for the building pad of the Dwelling. Any clearing twenty feet (20') beyond the building pad or five feet (5') beyond the driveway requires the written approval of the ARC.
- (b) Prior to and during Dwelling construction, there is a twenty foot (20') vegetation buffer at the front of each lot, starting behind the utility easement and drainage ditch, which requires that only non-machinery vegetation clearing (prior to and during construction) i.e. no equipment that has tires that would disturb the native soil, is allowed within the front twenty feet (20') from the front street of the lot, excluding where the driveway will be located plus an additional four feet (4') on either side of the driveway. Handheld trimmers or cutting blades are permitted, to be used to clear vegetation (underbrush) with a maximum trunk diameter of 3" at a height of 5'. After the final approval of the completed construction, upon final inspection, this front 20' buffer area may be cleared in accordance with the regular site clearing limitations set out in the Site and Building Requirements in Sections 4.1 and 4.3.

The no-cut vegetation buffer is strongly recommended in order to uphold the best erosion control practices. If an owner agrees, a builder may clear within the front twenty-foot (20') buffer; however, if this is done, there must be careful attention paid to maintaining other appropriate erosion control measures, including but not limited to hay bale barriers, properly maintained silt fencing, or mulch barriers.

- (c) All Owners, during their respective construction of a Dwelling, are required to continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap and other unusable building materials are to be kept picked up daily and hauled from the Lot when the trash containment system is full. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.
- (d) 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 Owner causing same without delay, not less frequently than daily. Erosion

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control fences must be used by an Owner to control silt from entering roadside ditches until grass is established.

- (e) No Owner or Contractor may enter onto a Lot adjacent to the Lot upon which he is building for purposes of ingress or 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.
- (f) All Owners, Builders and their Contractors shall be responsible for any damage caused to the roads, roadside ditches, easements and other Lots during the construction of improvements on a Lot. Further, every Owner, Builder or Contractor shall be required to deliver to the Association a minimum damage deposit as described in Section 4.1(d) of this Declaration of \$5,500 or such reasonable amount as may be determined by the Committee prior to beginning construction of any Dwelling or other building. This damage deposit shall be refunded upon completion of said Dwelling or other building provided the Association determines that no violations have occurred or damage to the roads, ditches or easements was caused by said Builder or Contractor. Further, Builder or Contractor shall supply and maintain a portable toilet and trash bins for construction trash during the construction of a Dwelling. All Builders and their Contractors shall be responsible for keeping the construction site free of debris and trash. Each Builder must provide (i) a concrete clean out area, (ii) construction fencing, and (iii) a siltation fence along all ditches. Concrete clean out and other disposal of debris, etc. in roadside ditches is prohibited.
- (g) No mature trees (5" + diameter) may be removed from the side and rear 20 foot (20') no-build setback areas of any Lot. In addition to this, no mature trees may be removed from the front fifty feet (50') of any Lot, counting from the edge of the fronting street, aside from those trees required to be removed for driveway and fencing purposes within that portion of the Lot. For corner lots, no mature trees may be removed from the side twenty-five feet (25') along the side facing the side street. These portions of Lots may be underbrushed at the Owner's discretion, in accordance with their desired level of privacy and aesthetic.
- (h) All Lots bordering the exterior boundaries of the Subdivision, further identified as Section 1, Block 1, Lots 1 thru 26 and Block 2 Lots 1 and 3 thru 6 shall maintain a twenty five foot (25') no cut buffer along the rear property lines. The lots bordering the Green Belt and Detention Reserve areas will have a twenty five foot (25') no cut buffer on the rear of the lot line, except that they may cut one 10 foot (10') path from their property for access to the Green Belt and Detention Reserve area. Those lots are further identified as Section 1, Block 2, Lots 6, 7, 9 thru 27 and Block 3, Lots 1, 6 thru 13, 16 thru 27 and 29 thru 32.

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3.16 Inspections:

The fee for Architectural Committee review is \$1,000, as referenced in the Site and Building Requirements. This fee is subject to change. The fee 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 plan and site review and final building inspect. In the event construction requirements are incomplete or rejected at the time of inspection and it becomes necessary to have additional building inspections; an additional fee, in an amount to be determined by the Committee, must be paid to the Committee prior to each building inspection. The fee for submittal of a variance request shall be \$350.00, per variance request application. This non-refundable fee must be paid prior to ARC review of the request.

3.17 Garbage, Trash and Manure Disposal:

All trash cans and bins may be placed at the curb the day of pick up and must be removed within 24 hours and stored from street view. Garbage, trash, manure or other refuse accumulated in the Subdivision shall not be permitted to be dumped at any place upon adjoining land which creates a nuisance to an Owner. No Lot shall be used or maintained as a dumping ground for rubbish or landfill. Trash, garbage, manure or other waste 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. Livestock and poultry areas shall be kept clean and odor free, with all manure either removed or spread over an adequate area to disseminate same on a regular basis.

3.18 Junked Automobiles Prohibited:

No Lot shall be used as a depository for abandoned or junked automobiles. An abandoned or junked automobile is one without a current, valid state automobile 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 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 Committee.

3.19 Signs:

Property Owners that do not comply with the following are subject to a \$250 fine. No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without prior written consent of the Committee, except one (1) professionally made sign made by a sign company approved by the Owners Association, of uniform aesthetic design, advertising a Dwelling for sale or rent, may be placed on such improved Lot. With prior written consent of Developer or the Committee, a model home as indicated in Section 3.7, may erect one (1) professionally made 16 square foot (16 sq.ft.) minimum to 32 square foot (32 sq. ft.) maximum sign advertising the model home or inventory home of, or advertising the Builders of, the Dwelling.

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A property owner may allow builder to install an Association-approved sign no larger than thirty-two square feet (32 sq.ft.) on their Lot. A "builder sign" may be installed during the construction period of the Dwelling, during the period starting when the home construction contract has been signed and ending within one month following the final inspection by the Association, not to exceed an eighteen (18) month period. In addition to the previously mentioned "builder sign", every active construction site must include the standard Owners Association Construction Sign, at a nominal fee. No signs shall be permitted on unimproved Lots, except by the Developer. Developer or any member of the Committee shall have the right to remove any unapproved 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. After the Transition Date the Board of Directors will develop a uniform sign code for Owners wishing to sell their lots.

3.20 Livestock and Animals:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets, one (1) horse per acre (as indicated in Section 3.21) may be kept on Lots consisting of at least two (2) acres and a maximum of two (2) chickens per acre owned will be allowed, provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. Provided, however, calves, chickens, sheep or goats being raised for FFA or 4-H school sponsored programs will be permitted on Lots. The maximum number of animals kept for FFA or 4-H purposes shall be two (2) livestock plus six (6) chickens (e.g., two (2) calves and six (6) chickens; or one (1) calf, one (1) goat and six (6) chickens, etc.). No pigs, hogs, llamas, alpacas, emus, peacocks, ostriches or reptiles will be permitted under any circumstances or school sponsored programs. All Livestock, animals and common household pets are prohibited from living onsite prior to receiving final inspection approval and permanent residence occupancy.

3.21 Horse Provisions:

The number of horses kept on a Lot shall not exceed the total number of animals allowed of one (1) horse per acre on Lots consisting of at least two (2) acres. Additionally, a suitable facility is required to be constructed to meet the maximum number of horses. The fenced area must equal a minimum of one (1) acre per two (2) horses. The fencing of horses shall be in conformance with Section 3.11 and shall be approved in writing by the Committee prior to installation. The facade of the structures must be analogous with the facade of the Dwelling. Prefab metal barns are allowed provided they are sided with the lesser of a four feet (4') high wainscot on all four exterior sides or fifty percent (50%) of the exterior of the building as stone, stucco or brick (matching the Dwelling), and the remaining metal be of colors in harmony with the Dwelling and natural surroundings (earth tones) or glass for windows. The construction is to be done in a professional manner. Covered, but un-enclosed structures (i.e. mare motels) are permitted for

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use as shades in pastures but are not to be considered a replacement for permanent accepted suitable facilities. Temporary structures are not allowed.

3.22 Logging & Mineral Development:

Except within the areas designated as Drill Sites on the Plat, and easements related thereto, no commercial logging, oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted on or under any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted on or under any Lot and, no derrick or other structures designed for the use of boring for oil or natural gas be erected, maintained or permitted on or under any Lot. Provided, however, that this provision shall not prevent the leasing of the Lots or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the Lots may be developed from adjacent lands by directional drilling operations or from Drill Sites designated on the Plat.

3.23 Drainage:

- (a) Each Owner agrees for himself/herself, his/her heirs, legal representatives, assigns or successors-in-interest that he/she will not in any way interfere with the established drainage pattern over his/her Lot from other Lots, and he will make adequate provisions for the drainage of 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, including Private Drainage Easements, Private Drainage Areas, Detention Pond Easements, Variable Width Drainage Easements etc., which existed at the time that the overall grading of the Subdivision, including landscaping of any Lot, was completed by Developer.
- (b) Each Owner and/or Builder, unless otherwise approved by the Committee, must finish the grade of the Lot so as to establish good drainage from the rear of the Lot to the front street or from the building site to the front and rear of the Lot as dictated by existing drainage ditches, swales and lakes constructed by Developer or utility districts for drainage purposes. No pockets or low areas may be left on the Lot (whether dirt or concrete) where water will stand for more than twenty-four (24) hours following a rain or during watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or by installing an open concrete trough with area inlets, 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 Owner and/or Builder has evaluated the effects of their construction and to make a determination of the effect of potential flowing and rising water that may affect the submitted improvements.

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Montgomery County, Texas

by Shelby C. [Signature] Deputy
dated 12/17/2020

- (c) The Subdivision has been designed and constructed utilizing surface drainage in the form of ditches and swales and, to the extent these drainage ditches and swales are located in front, side or rear Lot easements, Owners shall not re-grade or construct any improvements or other obstruction on the Lot which adversely affects the designed drainage flow. Owner shall be responsible for returning any drainage swale disturbed during construction or thereafter to its original line and grade, and Owner shall be responsible for maintaining the drainage ditches or swales appurtenant to said Owner's Lot in their original condition during the term of his ownership.
- (d) 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.
- (e) It is the responsibility of the Lot owner to maintain any drainage swales or ditches so that the flow of rainwater is not impeded. At the discretion of the Association, or its assigns, the Association or its assigns may enter onto an Owner's drainage swales or easements for the purpose removing silt and/or re-grading to improve roadside drainage or to prevent damage to road systems at the Association's expense.
- (f) Based on calculations made from available data, an Owner may construct impervious cover (structures, driveways, sidewalks, etc.) Improvements up to a "total square footage "equal to 6,534 square feet or ten (10) percent (%) of the total area of the lot, whichever is greater. Any impervious area that exceeds this limit will require a drainage study by a licensed civil engineer be submitted to and approved by Montgomery County. See plat notes and individual plats for lots that contain drainage easements for any restrictions. These are further identified in the ISLA Property Report.
- (g) Capture of streams and water courses is prohibited on any Lot.
- (h) Placement of building materials, trash dumpsters, port-a-johns, vehicles or any other obstruction to the roadside ditches is strictly prohibited and subject to a \$500/day fine per incident.
- (i) There may be fines associated with any damage of roadside ditches and removal of existing vegetation. At final inspection, if builder has not repaired any damage to the ARC's satisfaction, and re-grading or re-vegetation is required, an estimate will be given for repairs which will be carried out according to ARC discretion. This cost will be withheld from the Compliance and Damage Deposit.

3.24 Lot Maintenance:

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All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and 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 to 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 shall be permitted and the burning of leaves or other natural debris shall be permitted, provided such burning shall not exceed twice a year and is conducted in accordance with applicable governmental regulations. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, to conceal them from view of neighboring Lots, streets or other Property. Such maintenance includes, but is not limited to the following:

- a. All trash cans and bins may be placed at the curb the day of pick up and must be removed within 24 hours and stored from street view. Prompt removal of all litter, trash, refuse and wastes, as defined by the ARC.
- 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.
- j. Lots may be underbrushed during the period prior to building. If a property is underbrushed prior to building, the vegetation removal must be maintained so that underbrushed properties do not grow over with brush in a way that compromises the aesthetic appeal of the community. The minimum requirement for maintenance of an underbrushed, undeveloped lot is every six months. Failure to accommodate this minimum requirement may result in a fine sufficient for the POA to hire for and commence the underbrushing. See requirements for Lot Clearing with machinery, Section 3.6 and Section 3.15. Once any Lot has received its final inspection, it shall be the Lot Owner's responsibility to mow and maintain their street front drainage ditch as an extension of their property/lawn.

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In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their 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 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 Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus a fee of \$25.00 or ten percent (10%), whichever is greater, for each instance. Payment thereof shall be collected as an additional Maintenance Charge (defined in Section 6) and shall be payable on the first day of the next calendar month.

3.25 Exterior Maintenance of Buildings:

In the event an Owner should allow any building on his Lot 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 ("Disrepair"), the Association and/or Developer will give such Owner written notice of the disrepair (the "Notice of Disrepair"). In the event Owner fails to begin and continue at a diligent, reasonable rate of progress to correct the Disrepair within fifteen (15) days of Owner's receipt of the Notice of Disrepair, the Association and/or 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 Lot, without liability to Owner, to do or cause to be done any work necessary to correct the Disrepair. Owner thereof shall be billed for cost of necessary repairs, plus ten (10%) percent. All monies so owed the Association will be an additional Maintenance Charge (defined in Section 6) and shall be payable on the first day of the next calendar month.

3.26 Storage of Automobiles and Other Vehicles and Equipment:

Without limiting the foregoing, the following restrictions shall apply to all Lots:

- a. No automobile, truck, van, bus, motorcycle, ATV, boat, jet ski, aircraft, travel trailer, motor home, camper body, tractor, lawn equipment, horse trailer, or similar vehicle or equipment (collectively, "Vehicles and Equipment") may be parked or stored 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 boats so parked and stored on any Lot must at all times be stored on a trailer, provided any boat shall be stored in a garage. No such Vehicles and Equipment shall be used as a residence either temporarily or permanently. This parking restriction shall not apply to any Vehicles and/or Equipment temporarily parked between the hours of 7:00 am and 8:00 pm and in use by a subcontractor for the construction, maintenance or repair of a Dwelling.

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- b. Commercial vehicles shall not be permitted to park within the Subdivision, except those used by a Builder during the construction of improvements on Lots or in the Common Area. Commercial vehicles shall not be allowed to park overnight within the Subdivision, except cars, vans and trucks with a maximum load capacity of one ton, used by the homeowner as a "company car" or transportation to and from work. **Under no circumstances shall any on street parking be allowed.**
- c. No Vehicles and Equipment of any size which transports flammable or explosive cargo may be kept in the Subdivision at any time.
- d. No Vehicles and 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 on the streets and highways of the State of Texas, and all such automobiles, passenger vans, motorcycles and/or pick-up trucks shall be parked in a driveway or garage and may not be parked in a yard.

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, or prohibit, 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 collectors;
- d. Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes;
- e. Exterior storage sheds, pergolas and the like;
- 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;

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- j. The location of the Dwelling on the Lot and; and
- k. The location of satellite dishes and antennas.

Prohibited Items. The following items are prohibited on any Lot:

- a. Above ground swimming pools;
- b. Visible window unit air conditioners and any window unit air conditioners on Dwellings.
- c. Signs (except for signs permitted in Section 3.19 hereof); and
- d. Unregistered, unlicensed or inoperable Vehicles and Equipment.

3.28 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, Dwelling, 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 Dwelling thereon. A satellite dish may not exceed thirty (30") inches in diameter and must be mounted as inconspicuously as possible to the rear of the Dwelling. All satellite dishes must be placed on the rear facing roof pitch of the Dwelling whenever possible, and secondarily may be placed on a side facing exterior wall or roof pitch if required for adequate signal. Any satellite dishes which are not placed on a rear facing roof pitch will require written verification from the dish or installation company that such placement was a signal requirement. However, in no event may the top of the satellite dish be more than two (2') feet above the roofline for roof mounted antennas or receivers. All dishes shall be of one solid color or black or earth tones of brown, grey or tan. No multicolored dishes shall be permitted. No more than two (2) 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. The Association reserves the right to seek the removal of any device that was installed 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.

3.29 Solar Panels:

All solar panels shall be framed in such a manner so the structure members are not visible and shall be installed in a location not visible from the public street in front of the Dwelling. Solar

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panels may be installed on a roof in a location visible from the public street in front of the Dwelling provided the owner can provide the committee with calculations from the installation company demonstrating that the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the property owners' association (Texas Property Code, Sec. 202.010(d)(5)(B)). The framing material shall be one that is in harmony with the rest of the Dwelling or permitted structure. Written approval from the Committee is required prior to the installation of any solar panels. The Association reserves the right to seek removal of any solar panels installed without first obtaining written approval from the Committee or for any solar panels violating these restrictions.

3.30 Wind Generators:

No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or public street.

3.31 Drying of Clothes in Public View:

The drying of clothes in public view is prohibited, and Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, 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.

3.32 On-Street Parking:

On-street parking is prohibited within the Subdivision, and may never block the roadway. Contractors, vendors and deliveries, may park on the street during construction of a home but may not block the roadway. No overnight parking of contractor equipment or vehicles is allowed. This shall be strictly enforced.

3.33 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

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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.

3.34 Access:

Lots fronting on FM 1097 and/or Tanyard Rd are prohibited from direct access to FM 1097 and/or Tanyard Rd. All Lots must utilize Subdivision roads for access. No Lot located within the Subdivision may be used for vehicular ingress or egress (entrance or exit) from the subdivision to any neighboring property for any reason.

3.35 Propane Tanks:

Propane Tanks must be buried underground. In addition, the location of the propane tank must be shown on the site plan submitted for ARC approval.

3.36 Subdivision of Lots:

No single Lot shall be further sub-divided. A composite lot may be reconfigured into no greater than the number of lots than originally were composited in accordance with Section 3.2

4. Architectural Review Committee

4.1 Basic Control:

- a. No building, fencing, horse fencing or other improvement of any character shall be erected or placed, or the erection, or placing thereof commence, or changes made in the design or exterior appearance thereof, (including, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto after original construction, or grading, excavation or leveling of a Lot, or demolition or destruction by voluntary action made thereto after original construction, on any Lot until 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 improvement or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provision of this instrument, 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 quality of the plans or specification nor the habitability, feasibility or quality of the resulting improvements.

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Republic Grand Ranch is a custom home development, as such the exact duplication of homes in terms of elevations and visible appearance from the road is discouraged though will be permitted on a case-by-case basis based on such considerations as minimum distance to any existing duplicated homes, and integrity of neighborhood home values.

It is the Property Owner's responsibility to ensure that the Builder has applied for and received all permits and approvals prior to the beginning of any construction activity.

If any construction activity, including but not limited to culvert installation, has begun prior to receiving final approval from the Architectural Review Committee, a fine of \$500.00 per day with a \$5,000.00 maximum will be imposed until all work has stopped and ACC approval has been obtained. Such fine shall be due and payable prior to ARC approval. Owner shall also be responsible for all and any legal fees imposed in a "cease and desist" situation. It is the responsibility of the Builder and Owner to familiarize themselves with the specific details contained in the Site and Building Requirements (SBR) prior to making application to the ARC.

- b. The Association and the Developer are not an owner and do not own any portion of any Approved Builder's company or corporate equity. The Association and Developer do not warranty or in any way guarantee the work of any Builder within the Subdivision. It is incumbent upon each customer/landowner within Republic Grand Ranch to conduct their own due diligence and make their own, well-informed decision when choosing their home builder. It is each customer's/landowner's responsibility to negotiate their own contract with their chosen builder and maintain the appropriate relationship with their builder and not the responsibility of the Developer, POA or Committee to mediate or remedy any such disputes whatsoever. By purchasing property within Republic Grand Ranch, you are agreeing to hold harmless the Developer, Association and Committee from any and all issues that may exist between you and your chosen builder, for any and all reasons, including but not limited to home quality or warranty concerns, construction-site safety and cleanliness, home or site-prep pricing or price changes, contract negotiations or obligations, equitable and fair treatment, personality disputes and issues, timely completion of improvements and any project timeframe issues, subcontractor-related issues, weather or other natural or health related issues, tree removal issues, utility installation and connections, materials costs or overruns, etc.
- c. The sole authority for determining whether construction plans and specifications for proposed improvements are in compliance with the provision 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 proposed improvements, may be based by the Committee, which shall seem sufficient in the sole discretion of the Committee.

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- d. ARC Application & Building Fees: Prior to any construction on a Lot, an application must be made to the Committee. Each application made to the committee shall be accompanied by an application fee of \$1,000.00. There is also a refundable damage deposit of \$5,500.00 which is paid for by your chosen Approved Builder. Along with these fees, (ii) professionally drawn plans and specifications for all proposed construction (initial or alterations) on such Lot, , (including a site plan drawn to a scale of 1"=20' for the location of all building footprints, proposed septic, propane tank, driveway, walkways, concrete washout area and the setbacks from all Lot lines, drainage easements, etc., and samples of the siding, roofing, rock, in the colors to be used.) A drainage plan for the Lot, plot plans showing location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval are required. The application shall contain the total square footage of Impervious Area proposed. Initially, the address of the Committee shall be the address of the principal office of Developer or the Association. Any and all other required city, county, or state permits must be submitted via the ARC Online Portal.

The amount of the application review fee and the damage deposit are subject to change and must be submitted with the application, to begin the application process. Owner will be notified in writing by the ARC for approval, disapproval or incomplete applications. The Committee may set reasonable application and inspection fees, as well as the damage deposit. Owner must obtain from the Committee a receipt for said plans indicating the date said plans are received by the Committee.

- e. The Site and Building Requirements, as issued by the Developer, and recorded in Montgomery County, Texas, shall rule in conjunction with the Declaration of Covenants, Conditions and Restrictions. Please refer to the Republic Grand Ranch Site and Building Requirements for further clarification and more specific information regarding the building requirements for Republic Grand Ranch. Should ambiguity, or discrepancy exist between the Republic Grand Ranch Site and Building Requirements and these Conditions, Covenants and Restrictions, the stricter or more specific of the two documents shall be considered correct and enforceable.
- f. Approved Builders: Only Approved Builders that have been pre-approved by the Developer or assigns will be permitted to "build-on-your-lot" within the Subdivision. Any Builder will be permitted to build a speculative home with the intent to sell, on any Lot they own within the Subdivision, assuming they abide by the same guidelines required of all construction within the Subdivision. The Developer or its assigns reserves the right to continue to use an Approved Builder Program at their option.

4.2 Architectural Review Committee:

- a. The authority to grant or withhold architectural review approval as referred to above is initially vested in Developer, provided, however, the authority of Developer shall cease and terminate upon the election of the Board of Directors, in which event such

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authority shall be vested in and exercised by the Committee (as provided in (b) below), except as to plans and specifications and plot plans theretofore submitted to Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee", as used in this Declaration, shall mean or refer to Developer or to the Committee composed of Members of the Association or Consultants, appointed by the Board of Directors, as applicable.

- b. After the Transition Date the Board of Directors shall appoint an Architectural Review Committee consisting of not less than three (3) nor more than five (5) Members of the Association or Non-Members that are appointed by the Board and shall review all plans and sample materials required herein to be submitted to the Committee for approval and exercise all other design review powers delegated to the Committee in this Declaration, the Association Bylaws and the Site and Building Requirements. The members of the Committee shall incur no liability for their acts or omissions.

4.3 Effect of Inaction:

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 that the authority exercising the prerogative of approval or disapproval (whether 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 thirty (30) days following such submission, such plans and specifications and plot plans shall be deemed approved and the construction of any such buildings and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plans and all of the other terms and provisions hereof. The time to approve or disapprove shall not commence until professionally drawn plans and all the required information, as indicated in Section 4.1(d) have been submitted to the Committee. Professionally drawn plans shall mean those plans prepared in sufficient detail to allow the Committee to review in accordance with the criteria set forth herein.

4.4 Effect of Approval:

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 plans; 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 not constructed in accordance with such plans and specifications and plot plans, 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.

4.5 Minimum Construction Standards:

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Developer or the Committee may from time to time promulgate an outline of minimum acceptable construction standards, referred to as the "Site & Building Requirements"; provided, however that such outline will serve as a minimum requirement only and Developer or the Committee shall not be bound thereby.

4.6 Variance:

Developer or after the Transition Date, the Committee, with the Board of Directors' approval, as the case may be, 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 Developer or the Committee, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental consideration may require a variance. Developer and the Committee reserve the right to grant variances as to building setback lines, minimum square footage of the Dwellings, fences and other items. Such variances must be evidenced in writing and shall become effective when signed by 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 of this Declaration hereof covered by the variance, nor shall the granting of any variance affect in any way Owner's obligation to comply with all governmental laws and regulations affecting the Property concerned and the Plat.

If a variance to deviate from the Declaration of Covenants, Conditions and Restrictions or the Site and Building Requirements is requested, a non-refundable application fee of \$350.00 for each variance requested is required with the submittal form.

4.7 No Implied Waiver or Estoppel:

No action or failure to act by Developer, the Committee or by the Board of Directors shall constitute a waiver or estoppels with respect to future action by Developer, the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by Developer, 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, specification or other material submitted with respect to any other residential construction by such person or other Owners.

4.8 Disclaimer:

No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements.

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4.9 Subject to Association:

The Committee is a committee of the Association and is subject to supervision by Developer until the Transition Date, and thereafter by the Association. Without limitation of the foregoing, Developer, or the Association, as the case may be, 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.

5. REPUBLIC GRAND RANCH PROPERTY OWNERS ASSOCIATION

5.1 Membership:

Every person or entity who is a record Owner of any Lot which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. 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, upon the Transition Date, all members of the Board of Directors must be Members of the Association (as more particularly described in the bylaws of the Association (the "Bylaws")). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in Section 8.2 of this Declaration and in the Bylaws. The initial Board of Directors shall be designated by Developer.

5.2 Non-Profit Corporation:

The Association has been (or will be) organized as a non-profit corporation under the laws of the State of Texas and it shall be governed by its articles of incorporation ("Articles") and Bylaws; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

5.3 Bylaws:

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

5.4 Owner's Right of Enjoyment:

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Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Area and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- a. the right of the Association, with respect to the Common Area, to limit the number of guests of Owners;
- b. the right of the Association to make rules and regulations regarding use of any Common Area and to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;
- c. the right of the Association, in accordance with its Articles and Bylaws (and until the Transition Date, subject to the prior written approval of Developer), to borrow money for the purpose of improving and maintaining the Common Area and facilities (including borrowing from Developer or any entity affiliated with Developer);
- d. the right of the Association to suspend the Member's voting rights and the Member's and Related Users' (as hereinafter defined) right to use any recreational facilities within the Common Area during any period in which the Maintenance Charge or any assessment against his Lot remains unpaid;
- e. the right of the Association to suspend the Member's voting rights and the Member's and Related Users' right to use any recreational facilities within the Common Area, after notice and hearing by the Board of Directors, for the infraction or violation by such Member or Related Users of this Declaration or the "Rules and Regulations" defined in Section 8.12 hereof, which suspension shall continue for the duration of such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation; and
- f. the right of the Association, subject, until the Transition Date, to the prior written approval of Developer, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, for such purposes and subject to the provisions of this Declaration.

5.5 Delegation of Use:

Any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the Member's immediate family living in the Member's Dwelling, and his contract purchasers who reside on the Lot (collectively the "Related Users").

5.6 Transition Date:

At the discretion of Developer at any time, or otherwise if not previously transferred, then at such time as one hundred percent (100%) or more of all sections of the Subdivision are conveyed

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by Developer (from time to time hereafter referred to as the "Transition Date"), Developer shall cause an instrument transferring control of the Subdivision to the Association to be placed of record in the Real Property Records of Montgomery County, Texas (which instrument shall include the Transition Date).

The Developer, as the Association's initial Board, shall call a meeting of the Members for the purpose of turning over the operation and control of the Association to the Members (Transition Date) and shall give notice not less than thirty (30) days prior to said meeting. Votes received by Members representing at least thirty-five percent (35%) of the votes entitled to be cast shall constitute a quorum for the transition meeting. Prior to said meeting the Members shall elect, by a majority vote, a minimum of five (5) and a maximum of nine (9) Directors to the Board. The election results shall be announced during the meeting. So long as Declarant owns any Parcel in the Project at the time of the Transition Date, Developer, acting on behalf of Declarant, may exercise its voting rights by casting the number of votes it still retains at the time. Immediately following the transition meeting, the newly elected Board may hold their first Board meeting for the purpose of electing officers and conducting any other business of the directors. Following the Board meeting, the Association may hold its first annual meeting of the Members.

6. MAINTENANCE FUND

6.1 Maintenance Fund Obligation:

Each Owner 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 as provided in Section 6.2 below (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the Lots and shall be a continuing lien upon the Property against which each Maintenance Charge and other charges and assessments are made.

6.2 Basis of the Maintenance Charge:

- a. The 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 Maintenance Charge (except as otherwise hereinafter provided) shall be paid by Owner 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 Developer or the Board of Directors may designate in its sole discretion.
- 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 Owner personally obligated to pay the same or foreclose the

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hereinafter described lien against Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Area or recreational facilities available for use by Owners or by the abandonment of his Lot.

- c. The exact amount of the Maintenance Charge applicable to each Lot will be determined by Developer until the Transition Date, and thereafter by the Board of Directors during the month preceding the due date of the Maintenance Charge. The initial annual Maintenance Charge shall be \$495.00 per Lot. Any increase in the Maintenance Charge in excess of ten (10%) percent from the immediate previous year must be approved by the Members pursuant to the Bylaws. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Charge shall be determined by Developer or the Board of Directors, subject to the provisions hereof and in the Bylaws.
- d. The Maintenance Charge described in this Section 6 and other charges or assessments described in this Declaration shall not apply to the Lots owned by Developer. Developer, prior to the Transition Date, and the Association, from and after the Transition Date, reserve the right at all times in their own judgment and discretion, to exempt any Lot (each, an "Exempt Lot") from the Maintenance Charge, in accordance with Section 6.7 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. Developer, prior to the Transition Date, and the Association, from and after the Transition Date, shall have the further right at any time, and from time to time, to adjust or alter the Maintenance Charge from month to month, subject to the provisions in the Bylaws.
- e. The Board of Directors, from time to time by the adoption of a resolution for such purpose, may levy and impose, against each Lot, a special assessment for a specific amount, which shall be equal for each such Lot, for the purpose of purchasing equipment or facilities for roadways, Common Area or common facilities in the Subdivision 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 roadways, Common Area or common facilities, including fixtures and personal property related thereto. HOWEVER, any special assessment established for the purpose of such expenditures must be approved by a two-thirds (2/3) majority vote of the Members meeting a forty-five percent (45%) quorum requirement. 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.

6.3 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)

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hereby levied, a vendor's (purchase money) lien for the benefit of the Association shall be and is hereby reserved in the deed from 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, by acceptance of a deed thereto, hereby grants to the Association a contractual lien on his/her Lot which shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Maintenance Charge and/or other charges and assessments are made, and which may be foreclosed on by judicial foreclosure or by non-judicial foreclosure (including, as applicable, by expedited foreclosure) pursuant to the provisions of Section 51.002 of the Texas Property Code and Chapter 209 of the Texas Property Code, and any successor statutes) and any other applicable statutes, rules and regulations (collectively, as applicable, and as amended and supplemented from time to time, "Texas Foreclosure Law"). The Association shall comply with all written notices required by Texas Foreclosure Law, including, as applicable, notices required by Section 51.002, Section 209.010 and Section 209.011 of the Texas Property Code, respectively.

Each 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 ("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 Montgomery County, Texas. In the event the Association has determined to non-judicially 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 ("Notice of Trustee's Sale") not less than twenty-one (21) days prior to the date on which said Trustee's sale is scheduled by posting the Notice of Trustee's Sale 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 Montgomery County, Texas. Out of the proceeds of such Trustee's sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's 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 improvement 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

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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 6.3 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 Chapter 209 of the Texas Property Code relating to residential subdivisions, and in the event of the amendment of said Section 51.002 or said Chapter 209 of the Texas Property Code, or of any other Texas Foreclosure Law, hereafter, the President or any duly authorized office of the Association, acting without joinder of any Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Montgomery County, Texas, amend the applicable provision hereof so as to comply with said amendments to Section 51.002 or Chapter 209 of the Texas Property Code or other Texas Foreclosure Law, as applicable.

6.4 Notice of Lien:

In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, each Owner hereby expressly grants to the Association the right to file a claim of 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 attorney's 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 Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien amount.

6.5 Liens Subordinate to Mortgages:

The liens described in this Section 6 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 claims 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 transfer of title to a 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

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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 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 6.1 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 Section 6.

6.6 Purpose of the Maintenance Charge:

The Maintenance Charge levied by Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of Owners of the Subdivision and other portions of the Annexable Area which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of the Common Area and structures, parks, detention pond areas, any greenbelt or drainage easements, roads or rights-of-way, and the establishment and maintenance of a reserve fund for maintenance of the Common Area and structures, parks, detention pond areas or drainage easements. The Maintenance Fund may be expended by Developer or the Association for any purposes which, in the judgment of Developer or the Association, will tend to maintain the Property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area, etc., as may from time to time be authorized by the Association. Payment of all legal and other expenses incurred in connection with the enforcement of all charges and assessments, conveyances, restriction and conditions affecting the Properties to which the Maintenance Fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the Maintenance Charges and assessments, landscaping in the Common Area, utilities, insurance, taxes, employing policemen and a security force and doing any other thing or things necessary or desirable in the opinion of the Association to keep the Properties neat and in good order, or which is considered a general benefit of Owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of the Maintenance Fund shall be final and conclusive so long as such judgment is exercised in good faith.

6.7 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) the Common Area; and (c) all Properties owned by Developer, including those Lots which may be obtained through foreclosure, or owned by the Association; (d) Reserves; however, no land or improvements devoted to Dwelling use shall be exempt from the Maintenance Charge. Where the holder of a first deed of trust, including

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Declarant, obtains title to a Lot as a result of a trustee's sale, or deed in lieu of foreclosure, of said first deed of trust, such acquirer of title, its successors and assigns, shall not be liable for the share of the Maintenance Charge by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such acquirer shall be responsible, as any Owner, for the Maintenance Charge subsequent to the acquisition.

6.8 Handling of Maintenance Charges:

The collection and management of the Maintenance Charge or other charge or assessment levied hereunder shall be performed by Developer until the Transition Date, at which time Developer shall deliver to the Association all funds on hand together with all books and records of receipts and disbursements. 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 8.7 hereof.

7. DEVELOPER'S RIGHTS AND RESERVATIONS

7.1 Period of Developer's Rights and Reservations:

Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association from the date hereof, until the earlier to occur of (i) the Transition Date or (ii) Developer's written notice to the Association of Developer's termination of the rights described in Section 7 hereof. 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 and in each deed or other instrument by which any Property within the Common Area is conveyed by Developer. 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.

7.2 Right to Construct Additional Improvements in Common Area:

Developer shall have and hereby reserves the right (without the consent of any Owner), but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners. Developer shall, upon the Transition Date, convey or transfer such improvements to the Association, and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

7.3 Developer's Rights to Use Common Area in Promotion and Marketing of the Property and Annexable Area:

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Developer shall have and hereby reserves the right to reasonable use of the Common Area and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Common Area 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 and Annexable Area: may use Vehicles and Equipment within the Common Area for promotional purposes; and may permit prospective purchasers of land within the boundaries of the Property and Annexable Area, who are not Owners or Members of the Association, to use the Common Area or Annexable Area at reasonable times and in reasonable numbers; any may refer to the services offered by the Association in connection with the development, promotion, and marketing of the Property and Annexable Area, Further, Developer may establish Rules and Regulations for the use of the Common Areas in the Subdivision.

7.4 Developer's Rights to Grant and Create Easements:

Developer shall have and hereby reserves the right, without the consent of any 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 development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other Property owned by Developer, (ii) the Common Area and (iii) existing utility easements. Developer also reserves the right, without the consent of any Owner or the Association, to (i) grant or create temporary or permanent easements for access over and across the street and road within the Subdivision or other public roads for the benefit of owners of property, regardless whether the beneficiary of such easement own property which is hereafter made subject to the jurisdiction of the Association and (ii) permit owners of the property within the Annexable Area which is not made subject to the jurisdiction of the Association to use the recreational facilities of the Association and other Common Area, provided that said owners pay to the Association their proportionate share of the cost of operating and maintaining said recreational facilities and Common Area.

7.5 Developer's Rights to Convey Additional Common Area to the Association:

Developer shall have and hereby reserves the right, but shall not be obligated to, convey additional 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 Owner or the Association.

7.6 Annexation of Annexable Area:

Additional residential property and common areas outside of the Subdivision including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by Developer into the real property which becomes subject to the jurisdiction and benefit of the Association, without the consent of Owners or any other party; provided however, such additional residential

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property outside of the Annexable Area may be made subject to the jurisdiction of the Association by Developer. The Owners of Lots in the Annexable Area, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of the Common Area, provided that the Lots in the Annexable Area are impressed with and subject to the Maintenance Charge imposed hereby.

7.7 Developer's Right to De-Annex Property:

Notwithstanding any other provision of this Declaration, Developer shall have the right from time to time, at its sole option and without the consent of any Owner, the Board of Directors or any other person, to delete from the Property and remove from the effect of this Declaration one or more portions or Lots of the Property, so long as (i) the portion of the Property to be removed and deleted is owned by Declarant, or Owner of such portion of the Property executes and records an instrument approving such deletion and removal; and (ii) such deletion and removal would not deprive Owners of other parts of the Property of easements or rights-of-way necessary to the continued use of their respective portions of the Property (unless Declarant at the same time provides for reasonably adequate replacement easements or rights-of-way). Developer may exercise its rights of de-annexation in each case by executing and causing to be recorded an instrument which identifies the portion of the Property to be so deleted and removed and which is executed by each Owner of such portion of the Property to be so deleted and removed (if other than Declarant). The deletion and removal of such portion of the Property shall be effective upon the date such instrument is recorded; whereupon, the portion of the Property so deleted and removed shall thereafter for all purposes be deemed not a part of the Property subject to this Declaration. No such deletion and removal of a portion of the Property shall act to release such portion from the lien for assessments or other charges hereunder which have accrued prior to the effective date of such deletion and removal, but all such assessments or other charges shall be appropriately prorated to the effective date of such deletion and removal. Each portion of the Property deleted and removed pursuant hereto shall thereafter be deemed to be a part of the Annexable Area unless otherwise expressly provided to the contrary in the instrument recorded to effect such deletion and removal.

8. DUTIES AND POWERS OF THE ASSOCIATION

8.1 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 Area and to improve and enhance the attractiveness, desirability, and safety of the Subdivision and any portion of the Annexable Area which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent to

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enter into any and all contract on behalf of the Members in order to carry out the duties, powers and obligation of the Association as set forth in this Declaration.

8.2 Voting:

The total number of votes in the Association shall be on the basis of one (1) vote per Owner, per Lot, except that Developer shall have ten (10) votes for each Lot owned by Developer. The total number of Lots and therefore the total number of votes may also be increased or decreased from time to time by the annexation of Annexable Area or the de-annexation of Property, pursuant to Section 7 of this Declaration. Unless otherwise specifically provided herein or in the Bylaws, all Association matters requiring a vote of the Members shall be determined by a majority vote (i.e., a majority of the votes cast) so long as the quorum requirements are met. If more than one party is the Owner of a Lot, there must be unanimous agreement among those who own an interest, otherwise the vote(s) attributable to that Lot shall not be counted. Any action requiring a vote of the Members may take place one of three ways: (i) in person or by written proxy at a meeting, or (ii) by absentee ballot, or (iii) by written mail-in ballot in accordance with the Bylaws. If an Owner consolidates one or more Lots into a Composite Building Site, such Lot would be entitled to one (1) vote. At the time of an election, if an Owner is not current on any and all assessments owed, that Owner shall not be entitled to vote in any election or to hold any position within the Board of Directors, the Association or on any committee.

8.3 Quorum Requirement:

Unless otherwise stated herein or in the Bylaws, the number of votes received by the Association for most voting matters must represent forty-five percent (45%) of the total number of Members entitled to vote in order to constitute a quorum, whether the votes be cast in person, by proxy at a meeting, by absentee ballot or received as written mail-in votes.

8.4 Duty to Accept the Property and Facilities Transferred by Developer:

The Association shall accept title to a portion or all of the Common Area or other real property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as the "Functions"), provided that such Property and the Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Developer shall be within the boundaries of the Property or Annexable Area. Any Property or interest in Property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any declaration of covenants, conditions and restrictions annexing such Property to the Common Area, and all which do not materially affect Owners authorized to use such Property. Except as otherwise specifically approved by resolution of the Board of Directors, no Property or

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interest in Property transferred to the Association by Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including but not limited to, any purchase price, rent, charge or fee. The Property or interest in Property transferred to the Association by Developer shall not impose any unreasonable or special burdens of ownership of Property, including the management, maintenance, replacement, and operation thereof.

8.5 Duty to Manage and Care for the Common Area:

The Association shall manage, operate, care for, maintain and repair the Common Area and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Area shall include, but not be limited to the following: (i) landscaping, maintenance, repair and replacement of the Nature Trails; (ii) maintenance, repair and replacement of the drainage easements; (iii) mowing of street rights-of-way and other portions of the Subdivision; and (iv) and management, maintenance, repair and upkeep of the Common Area.

8.6 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.

8.7 Duty to Prepare Budgets:

The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the Maintenance of the Common Area.

8.8 Duty to Levy and Collect the Maintenance Charge:

The Association shall, in accordance with the Bylaws, levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

8.9 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.

8.10 Duties with Respect to Architectural Approvals:

The Association shall perform functions to assist the Committee as elsewhere provided in Section 4 of this Declaration.

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8.11 Power to Acquire Property and Construct Improvements:

In accordance with the Bylaws, the Association may acquire Property or an interest in Property (including leases) for the common benefit of Owners, including improvements and personal property. The Association may construct improvements on the Property and may demolish existing improvements.

8.12 Power to Adopt Rules and Regulations:

In accordance with the Bylaws, 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 Area, and the use of any other Property, facilities or improvements owned or operated by the Association.

8.13 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 the Rules and Regulations by any one or more of the following means: (i) entry upon any Property 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 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 Owner or any other person), without liability by the Association to Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) 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) exclusion, after notice and hearing, of any Member or Related User from use of any recreational facilities within the Common Area during and for up to sixty (60) days following any breach of this Declaration or the Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case exclusion shall continue for so long as breach continues; (iv) 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 the Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (v) levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or the Rules and Regulation by such Member or a Related User which assessment reimbursed the Association for the costs incurred by the Association in connection with such breach; (vi) levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations, from any Member or a Related User for breach of this Declaration or the Rules and Regulations by such

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Member or a Related User; and (vii) taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board of Directors may invoke the remedies provided above, it shall give registered or certified notice of such alleged violation to Owner and shall afford Owner a hearing. If, after the hearing, a violation is found to exist, the Board of Director's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, Developer, or 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.

8.14 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 the Common Area. Additionally, the Association, from and after the Transition Date, shall have the power to grant access, utility, drainage, water facility and other similar easements in, on, over and under Lots provided that such easements do not unreasonably interfere with the rights of the Owners of such Lots.

8.15 Power to Convey and Dedicate Property to Government Agencies:

The Association shall have the power to grant, convey, dedicate or transfer any Common Area or facilities to any public or governmental agency or authority for such purposes and subject to such term and conditions as the Association shall deem appropriate, which power may be exercised (i) prior to the Transition Date by the Board of Directors and (ii) from and after the Transition Date 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 Developer. The Association may, subject to the limitation 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.

8.16 Power to Remove and Appoint Members of the Committee:

The Association shall have the power to remove any member of the Committee with or without cause. The Association shall have the power to appoint new members to the Committee to fill any vacancies which may exist on the Committee.

9. GENERAL PROVISIONS

9.1 Term:

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The provisions hereof shall run with the Property 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 this 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 Developer) of the Lots has been recorded agreeing to cancel, amend or change, in whole or part, this Declaration.

9.2 Amendments:

With the exception of this Section, and Sections 3.1, 3.2, 3.8, 3.32, 4.1(b) and 4.1(f) this Declaration may be amended or changed, in whole or in part, after the Transition Date with instrument approved by a two-thirds (2/3rds) majority vote of Owners entitled to vote, meeting a seventy (70%) percent quorum. Such amendment shall be recorded in the office of the County Clerk of Montgomery County, Texas and become effective immediately thereafter. 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. NO SECTION OR PARAGRAPH MAY BE AMENDED BY THE ASSOCIATION IN SUCH A WAY AS TO CHANGE OR NEGATE THE RIGHTS RESERVED BY DECLARANT OR DEVELOPER STATED EITHER HEREIN, IN THE INDIVIDUAL DEEDS TO THE PROPERTY, OR ON THE PLAT.

9.3 Amendments by the Developer:

The Developer shall have and hereby reserves the right any time and from time to time prior to the Transition Date, 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, 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 Transition Date, without 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 permitting Owners to enjoy 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, Developer shall have and reserves the right at any time and from time to time prior to the Transition Date, without 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 of will adversely affect the Property values within the Subdivision.

9.4 Severability:

I hereby certify that this is a true and correct copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas

by Shelby [Signature] Deputy
issued 12/17/2020

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.

9.5 Liberal Interpretation:

The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration. If it is found that any provision of this Declaration is in violation of any applicable law, then the prohibited section shall be automatically amended to comply with applicable law but shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by applicable law.

9.6 Successors and Assigns:

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

9.7 Effect of Violations on Mortgages:

No violation of the provisions herein contained, or any portions 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 terms, subject, nevertheless, to the provisions herein contained.

9.8 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.

9.9 Developer's Right and Prerogatives:

Prior to the Transition Date, Developer may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by Developer or (ii) assignment to any third party owning Property in the Subdivision or Annexable Area, 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

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Mark Turnbull, County Clerk
Montgomery County, Texas

by Shuler Deputy
Issued 12/17/2020

Developer's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (i) Transition Date or (ii) date that said assignee files a statement in the Real Property Records of Montgomery County, Texas, which expressly provided for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that 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, Developer shall not incur any liability to any Owner, the Association or any other party by reason of Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Upon Developer's assignment of its rights as of the Transition Date to the Association, the Association shall be entitled to exercise all the rights and prerogatives of Developer.

9.10 Indemnity:

Each Owner who submits a request for approval of an improvement or alteration of any structure shall indemnify, defend and hold harmless the Association, the Board, the Committee, their officers, directors, Members and shareholders for, from, and against any and all costs, claims or charges arising from the submission of the request, any action taken on the request, and from the construction of the improvements or the implementation of an alteration to any existing structure.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand as of this 17 day of December, 2020.

DEVELOPER:

REPUBLIC GRAND RANCH, LLC
a Texas limited liability company

By: [Signature]
Its: Authorized Agent

(NOTARY ON FOLLOWING PAGE)

I hereby certify that this is a true and correct copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas

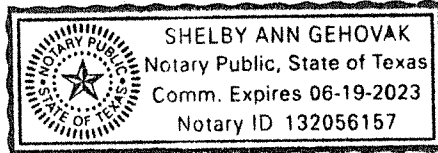
by [Signature] Deputy
Issued 12/17/2020

STATE OF Texas)
COUNTY OF Walker)^{SS.}

This instrument was acknowledged before me on the 17 day of December, 2020 by Gary Sumner as Authorized Representative of Republic Grand Ranch, LLC, a Texas limited liability company.

Shelby Ann Gehovak
Notary Public

My Commission expires: 06-19-2023



When Recorded Please Return To:
Republic Grand Ranch Property Owners Assn
502 West Montgomery Ste 407
Willis, TX 77378

I hereby certify that this is a true and correct copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas

by Shelby Ann Gehovak Deputy
issued 12/17/2020

EXHIBIT "A"
LEGAL DESCRIPTION

REPUBLIC GRAND RANCH, SECTION 1, A SUBDIVISION CONTAINING 458.42 ACRES OF LAND BEING OUT OF THE 4818.84 ACRE TRACT OF LAND DESCRIBED IN A DEED TO REPUBLIC GRAND RANCH, UNDER INSTRUMENT NO. 2019113827, MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS, JOSE MARIA DE LA GARZA, A-15, MONTGOMERY COUNTY, TEXAS; AS RECORDED IN VOLUME _____, PAGE _____, IN THE PLAT RECORDS OF MONTGOMERY COUNTY.
Document # 2020146985

I hereby certify that this is a true and correct copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas

by Shelby Lee Deputy
issued 12/17/2020

FILED FOR RECORD
12/17/2020 10:40AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

12/17/2020

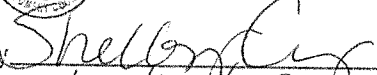


County Clerk
Montgomery County, Texas

I hereby certify that this is a true and correct
copy of the original record on file in my office.



Mark Turnbull, County Clerk
Montgomery County, Texas

by  Deputy
Issued 12/17/2020

**BYLAWS OF
REPUBLIC GRAND RANCH PROPERTY OWNERS ASSOCIATION**

**ARTICLE I
OFFICE**

The initial principal office of the corporation (the "Association") in the State of Texas shall be located at 1015A West SH 150, New Waverly, Texas 77358. The Association may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

**ARTICLE II
MEMBERS' MEETINGS AND VOTING**

SECTION 1. Members. Members of the Association shall be made up of the property owners of **REPUBLIC GRAND RANCH**, the "Property". The number of votes allocated for each Parcel owned shall be pursuant to the Declaration of Covenants, Conditions and Restrictions for the Property, as it may be amended from time to time, (hereinafter, the "Declaration") recorded in the Office of the County Clerk of Montgomery County, Texas.

SECTION 2. Number of Votes and Methods of Voting. The total number of votes in the Association shall be on the basis of one (1) vote per Owner, per Lot, except that Developer shall have ten (10) votes for each Lot owned by Developer. The total number of lots and therefore the total number of votes may also be increased or decreased from time to time by the annexation of Annexable Are or the de-annexation of Property, pursuant to the Declaration.

The voting rights of a Member may be cast or given:

- (1) in person or by proxy at a meeting of the Association;
- (2) by absentee ballot; or
- (3) by electronic ballot by electronic mail or facsimile.

Absentee ballots may not be counted, even if properly delivered, if the Member attends any meeting to vote in person so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Absentee or electronic ballots may not be counted on the final vote of a proposal if the motion was amended at a meeting of the Members to be different from the exact language on the absentee or electronic ballot. Any solicitation for votes by absentee ballot by the Association must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against the proposed action, instructions for delivery of the completed absentee ballot, all of which are required by Section 209.00592 of the Texas Property Code. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

SECTION 3 Election Vote Tabulators. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, may not tabulate or otherwise be given access to the ballots cash in the election or vote.

SECTION 4 Recount Procedures. A Member may, not later than the fifteenth (15th) day after the date of a meeting at which an election was held, require a recount of votes in accordance with Section 2009.0057 of the Texas Property Code.

SECTION 5. Quorum. Unless otherwise stated herein or in the Declaration, when the number of absentee ballots received, along with the number of Members present in person at a meeting, represent at least forty-five percent (45%) the number of Members entitled to vote a quorum shall exist. The acts approved by a majority of the voting Members meeting the quorum requirement shall constitute the acts of the Members except when approval by a greater number of affirmative votes or of Members is required herein or by the Declaration. Required percentages of Members and votes shall be rounded to the next whole number for all voting matters. Effective as of the Transition Date, as defined in the Declaration, in the absence of a quorum at a meeting of Members, the meeting may be nevertheless convened for the sole purpose of conducting Director elections. The quorum required for election of Directors at such convened meeting shall be the number of votes cast in person, by proxy, by absentee ballot, or electronic ballot.

SECTION 6. Notice of Meetings. The Association shall notify each Member of the date, time and place of each annual, regular or Special Meeting of the Members at least ten (10) days, but not more than sixty (60) days before the meeting date, by written notice sent by mail to the address shown in the Association's records, postage prepaid. In the case of a Special Meeting, the purpose for which the meeting is called shall also be stated in the notice. Notice shall be deemed to be delivered forty-eight hours from being deposited in the United States mail.

SECTION 7. Annual Meeting. Prior to the Transition Meeting, annual meetings shall be held on a date and time scheduled by the Directors. Directly after the Transition Meeting (turning over control of the Association from the initial Directors to the Association's Members), the newly elected Board may hold the Association's first Annual Meeting. Thereafter, the Annual Meeting shall be held each year on a date and time selected by the Board of Directors. In lieu of an in person Annual Meeting, the Directors or Members may conduct their meeting via electronic format or by virtual method online.

SECTION 8. Special Meetings. Special Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, by a majority of the Board of Directors, or by Members holding at least thirty percent (30%) of the number of votes entitled to be cast. Notice of any Special Meeting shall state the time, place and purpose of the meeting including the general nature of any proposed amendment to the Declaration or Bylaws, any proposed Special Assessments, and any proposal to remove a Director or Officer. In lieu of an in person Special Meeting, the Directors or Members may conduct their meeting via electronic format or by virtual method online.

SECTION 9. Place of Meetings. After the Transition Date, the Board of Directors, the President or the Members calling the meeting, as the case may be, may designate any place, within Montgomery County, Texas, or adjacent counties as the place of meeting for any Annual or Special Meeting.

**ARTICLE III
BOARD OF DIRECTORS**

SECTION 1. Powers. Subject to the limitations of the Articles of Incorporation, the Declaration and these Bylaws, the affairs of the Association shall be exercised and managed by its Board of Directors. The Directors are vested with and shall have the following powers, to-wit:

A. To select, appoint and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with law, the Articles of Incorporation and these Bylaws; to fix any authorized compensation to employees, agents and service providers, and to require from them security for faithful service when deemed advisable by the Board.

B. To conduct, manage and control the affairs and business of the Association.

C. To change the principal office for the transaction of the business of the Association from one location to another and to adopt and use a corporate seal.

D. To borrow money and to incur indebtedness for the purposes of the Association, PROVIDING HOWEVER, any such indebtedness to be incurred must be approved by majority vote of the Members meeting a quorum, and if so approved, to cause to be executed and delivered, in the Association's name, promissory notes, bonds contracts, deeds of trust, mortgages, pledges or other evidences of debt and security therefore.

E. Subject to Article VII, to fix and levy the annual Maintenance Charge upon the Members of the Association, to determine and fix the due date for the payment of such Maintenance Charge and the date upon which the same shall become delinquent provided, however, that such assessments shall be fixed and levied only to provide for the payment of the expenses of the Association and compensation to the Directors as provided for herein; and payment of taxes, assessments, and insurance upon real or personal property owned, controlled or occupied by the Association as general common elements; or for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such general common elements for the general benefit and welfare of its Members. Should any Member fail to pay such assessments before delinquency, the Board of Directors, in its discretion, is authorized to enforce the payment of such delinquent assessments as provided in the Declaration.

F. To establish or levy Special Assessments in accordance with the terms stated herein and in the Declaration.

G. To specifically enforce the provisions of the Declaration and of these Bylaws, along with any other agreements of the Association.

H. To maintain liability and general property insurance on any common area and roadways and any other policy or policies of insurance as the Board of Directors deem necessary in furthering the purposes of and protecting the interest of the Association and its Members.

I. To contract and pay for maintenance, materials, supplies, and services relating to the common elements of the Property; the operation of the Association, including legal and

accounting services; and to contract and pay for improvements and common expenses.

J. To establish reasonable rules and regulations for use of the common areas, provided however, any such rules or regulations must be approved by majority vote of the Members meeting the quorum requirement.

K. Directors need not be residents of the State of Texas.

L. To the extent permitted by the Declaration or by law, grant reasonable variances to provisions of the Declaration where, in the Board's opinion, strict adherence would cause undo hardship or in cases where the Members of the Association would, in the Board's opinion, benefit from said variance. Variances may be granted by a unanimous vote of the Directors if the Association has five or more Directors. If the Association has less than five (5) Directors or in the event of a tie vote of multiple Directors, variances may be granted by a two-thirds (2/3) majority vote of Members holding at least forty-five percent (45%) of the number of votes entitled to be cast.

SECTION 2. Limitations and Conflicts. The Board of Directors shall not act on behalf of the Association to amend the Declaration or determine the qualifications, powers and duties or terms of office of Board members. If any contract, decision, variance to a provision in the Declaration, or other action taken by or on behalf of the Board would benefit any member of the Board, or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board, or any parent or spouse of any of those persons, that Board member shall declare a conflict of interest for that issue in an open meeting of the Board before the Board discusses or takes action on that issue and may then vote on that issue. Any contract entered into or variance granted in violation of this Section is void and unenforceable. Any variance to the Declaration granted to a Director shall be decided by a unanimous vote of the remaining Directors (if there are more than four (4) remaining Directors), with the Director requesting the variance abstaining from the vote; or by the Members as provided for herein.

SECTION 3. Election, Number, Tenure and Qualifications.

Prior to the Transition Date, the Developer shall appoint and replace all Directors. The initial number of Directors shall be three (3). Notwithstanding any provision to the contrary contained herein or elsewhere in these Bylaws, the election of Directors shall be subject to the provisions of Tex. Prop. Code §209.00591 (Board Membership) requiring one-third (1/3) of the board members to be elected by the members of the Association (i) on or before the 120th day after the date 75 percent of the Lots are conveyed to owners other than the Declarant, or (ii) if the Declaration does not include the number of Lots that may be created and made subject to the Declaration, then not later than the 10th anniversary of the date the Declaration was recorded in the Real Property Records of Montgomery County, Texas.

After the Transition Date, the Directors shall be Members of the Association and shall be elected annually by the Members at the Annual Meeting, and the number of Directors shall be a minimum of five (5) or a maximum of nine (9) upon decision of the Members or the then acting Board. Except for the initial directors, each Director shall hold office until the next Annual Meeting and until his or her successor shall have been elected and qualified, unless removed from the Board as provided for herein. Family members, and Members sharing ownership and/or residency of a common Parcel or Parcels within the Property, may not serve on the Board or in office during the same time period, however they may serve on Committees appointed by the Board. Members with

a felony conviction or conviction for a crime involving moral turpitude are not eligible to serve.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by, or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. In lieu of an in person Special Meeting, the Directors or Members may conduct their meeting via electronic format or by virtual method online.

SECTION 5. Open Board Meetings. Regular and Special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following any executive session, any decision made in the executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary shall include a general explanation of any expenditures approved in executive session. In lieu of an in person Regular or Special Meeting, the Directors or Members may conduct their meeting via electronic format or by virtual method online.

This section shall not apply if prior to the Transition Date, except as required by the Texas Property Code.

SECTION 6. Meetings with Notice to Members. Members shall be given notice of the date, hour, place, and general subject of a regular or special meeting of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be (a) mailed to each member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to the members in a place located on the Association's common property, or on conspicuously located private property within the subdivision, or (ii) by posting the notice on an Internet website maintained by the Association; and (iii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

A board meeting may be held by electronic or telephonic means provided that (1) a board member may hear and be heard by every other board member, (2) except for any portion of the meeting conducted in executive session, (a) that all owners in attendance at the meeting may hear all board members, and (b) Owners are allowed to listen using any electronic or telephonic communication methods used or expected to be used by the board member to participate, and (3) notice of meeting includes instructions for owners to access any communication method required to be assessable hereunder.

This section shall not apply if prior to the Transition Date, except as required by the Texas Property Code.

SECTION 7. Meetings without Notice to Members. A board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners as required herein, if each board member is given a reasonable opportunity to express the board member's opinion to all other board members and to vote. Any action taken without notice to the

Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes at the next regular or special meeting of the Board. The Board may not, unless done in an open board meeting for which prior notice was given to owners as required herein, consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural review approval; or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue, lending or borrowing, the adoption of an amendment to any dedicatory instruments, the approval of an annual budget or the approval of an amendment to an annual budget which raises the budget by more than 10%, sale of purchase of real property, the filling of a vacancy on the board, the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or the election of an officer.

This section shall not apply if prior to the Transition Date, except as required by the Texas Property Code.

SECTION 8. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 9. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Declaration or these Bylaws. In the event there exists only one Director, or the number of Directors voting are evenly split over any issue, thereby prohibiting a majority vote, the matter shall be decided by a majority vote of the Members of the Association (meeting the quorum requirement) present at a Special Meeting of the Members, and/or by absentee vote.

SECTION 10. Removal. Effective as of the Transition Date, a Director may be removed from the Board by the Members when in the Members' judgment it would serve the best interest of the Association. Removal shall occur by a majority vote of the Members meeting a forty-five percent (45%) quorum at a Special Meeting called for that purpose. Upon receipt of a petition calling for removal of a Board member, signed by the number of Members representing a quorum of the votes entitled to be cast, the Board shall call and provide written notice of a Special Meeting stating the purpose of the meeting. In the event a Director is so removed, the vacancy shall be filled by a vote of the Members. A petition calling for the removal of the same Board member may not be submitted more than once during each term of office for that member. The Board shall retain all documents and other records relating to the proposed removal of the Board member for at least one (1) year after the date of the Special Meeting and shall permit Members to inspect those documents and records.

SECTION 11. Vacancies. Effective as of the Transition Date, any vacancy occurring in the Board of Directors before the end of the vacating Director's term, may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors, or by a majority vote of the Members representing a quorum. A Director elected to fill a vacancy shall be elected for the un-expired term of his predecessor in office. Except prior to the

Transition Date, any vacancy created by reason of an increase in the number of Directors shall be filled by a vote of the Members as set forth in Article II of these Bylaws.

SECTION 12. Association Contracts. The Association may enter into an enforceable contract with a current Association board member, a person related to a current Association board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current Association board member has a financial interest in at least 51 percent (51%) of profits, or a company in which a person related to a current Association member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent (51%) of profits, if the following conditions are satisfied:

- (a) the board member, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the board member, relative, or company, if reasonably available in the community; and
- (b) the board member:
 - (1) is not given access to the other bids;
 - (2) does not participate in any board discussion regarding the contract; and
 - (3) does not vote on the award of the contract.

This section shall not apply if prior to the Transition Date, except as required by the Texas Property Code.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association shall be President, Vice President, Secretary and Treasurer and such other officers as may be elected in accordance with the provisions of this Article. Any two or more offices may be held by the same person, except the offices of President and Secretary.

SECTION 2. Election and Term of Office. The officers of the Association must be Members and shall be elected annually by the Board of Directors at the regular Annual Meeting, unless provided for elsewhere in these Bylaws. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the un-expired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He/she shall preside at all meetings of the Members and of the Board of Directors and

may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has the authority to sign and has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice President. In the absence of the President or in event of his/her inability or refusal to act, the Vice President shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

SECTION 7. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the Board of Directors shall determine. He or she shall have charge and custody of and be responsible for all funds of the Association; receive and give receipts for money due and payable to the Association from any source whatsoever, and deposit all such money in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws and in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

SECTION 8. Secretary. The Secretary shall: a) keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; c) be custodian of the corporate records; d) be custodian of the seal of the corporation (if one is used) and see that the seal is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; e) keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; and f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

ARTICLE V COMMITTEES

SECTION 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of one (1) or more Directors; which committees, only to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; EXCEPT that no such committee shall have the authority of the Board of Directors, or the Association in matters requiring a vote of the Board or of the Members; or in reference to amending, altering or repealing these Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Association; amending or restating the Articles of Incorporation or the Declaration; adopting a plan of merger or adopting a plan of consolidation with another Association or corporation; authorizing the sale,

lease, exchange or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Association; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. Notwithstanding the provisions set forth in Article V, Section 2, committees need not consist of Members in the Association. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it by him or her by law.

SECTION 2. Architectural Review Committee. At each Annual Meeting the Board of Directors, by resolution adopted by a majority of the Directors, the Directors shall appoint not less than three (3) nor more than five (5) either members of the Association, nonmembers of the Association, or any combination thereof to serve on the Architectural Review Committee. Any committee member so appointed may be removed by a resolution adopted by a majority of the Directors whenever, in their judgment, the best interests of the Association would be served by such removal. The Committee may charge an application fee upon submittal of the plans, all or any portion of which may be paid to nonmembers of the Association serving on the Committee and/or placed in the Association's general fund. The Architectural Review Committee shall have the powers set forth in the Declaration of Covenants, Conditions and Reservations and shall carry out all duties referred to therein.

SECTION 3. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

SECTION 4. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Association and until his or her successor is appointed, unless the committee shall sooner be terminated, or unless such member be removed from such committee, or unless such member cease to qualify as a member thereof.

SECTION 5. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

SECTION 6. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments and shall continue for the length of the remaining original term.

SECTION 7. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 8. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws, the Declaration, or with rules adopted by the Board of Directors.

**ARTICLE VI
CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any authorized contract or execute and deliver any authorized instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2. Checks, Drafts, etc. Once control of the Association has been turned over to the Members (the Transition Date), all checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issues in the name of the Association, shall be signed by two (2) separate officers of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Secretary or Treasurer and countersigned by the President or Vice President of the Association.

SECTION 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

**ARTICLE VII
ANNUAL BUDGET / ASSESSMENTS**

A budget setting forth an estimate of anticipated basic Association expenses for the next fiscal year shall be prepared by the Board of Directors on which the annual Regular Assessments will be based. Such budget shall be distributed to Members not less than thirty (30) days from the end of the current fiscal year as set forth in the Declaration. Basic expenses shall mean the estimated aggregate sum of expenses to be incurred by the Association during the upcoming fiscal year, as set forth in the budget. Such expenses shall include; the annual cost of normal maintenance, repair and improvement of the Property's interior roadways and any other Common Areas within the Property; insurance, management and operating costs of the Association (including any reserves necessary for future capital expenditures and maintenance). Any proposed change in the budget from the immediate preceding fiscal year that would result in an increase of more than ten percent (10%) in the amount of regular assessments must be approved by a 2/3 majority of the votes entitled to be cast by Members meeting a forty-five percent (45%) quorum. If the proposed increased budget is rejected, the budget for the new fiscal year shall not result in an increase of more than ten percent (10%) in the regular assessment amount from the preceding year. Establishing a Special Assessment for the purpose of constructing, repairing, reconstructing or replacing a capital improvement must be approved by a two-thirds (2/3) majority vote of Members representing a forty-five percent (45%) quorum or as stated in the Declaration.

**ARTICLE VIII
RENTAL AND SALES**

SECTION 1. Rentals. When a Member rents or leases his or her property within the development, he or she shall provide the renter/lessor with a copy of the Association's Bylaws,

Articles of Incorporation, and a current copy of the Declaration of Covenants, Conditions, and Restrictions (together with any Amendments thereto) and shall include in the rental or lease agreement, a provision that the renter/lessor shall abide by the terms set forth in the documents. The Member also shall supply a copy of the rental or lease agreement to the Board of Directors within 15 days.

SECTION 2. Sales. When a Parcel is sold or conveyed to a subsequent party, prior to such conveyance, the selling Parcel owner (Member) or his or her agent shall supply the buyer or prospective owner with current copies of the Association's Bylaws, Articles of Incorporation and the Declaration of Covenants, Conditions, and Restrictions (together with any Amendments thereto). Within thirty (30) days of conveyance of any Parcel all new owners, as new Members in the Association, must provide the Association with their name, mailing address and any other pertinent contact information for purposes of assessments, voting and other Association matters.

ARTICLE IX CONSTRUCTION

Nothing contained in these Bylaws shall in any way be construed as altering, amending, or modifying the current Declaration of Covenants, Conditions, and Restrictions (and any Amendments thereto). Such Declaration and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these Bylaws and such Declaration, the provisions of the Declaration shall control. All words and terms used in these Bylaws which are also in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

ARTICLE X BOOKS AND RECORDS

The book, records, and papers of the Association, the Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost, in accordance with the Association's Records Production Policy.

ARTICLE XI FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December each year.

ARTICLE XII WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions for Texas non-profit corporations or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice,

whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XIII
AMENDMENTS TO BYLAWS**

Prior to the Transition Date, the Board of Directors may amend these Bylaws for any reason. After the Transition Date, the Board of Directors may amend these Bylaws to comply with current Texas Revised Statutes (as they may be revised from time to time) without the approval of the Members. For any other purpose the Board may only amend, adopt or repeal these Bylaws with approval from a majority vote of the Members representing a forty-five percent (45%) quorum in accordance with the provisions set forth in Article II, Section 2. In no event may these Bylaws be amended in such a way as to create a conflict with or violate Texas law or the provisions set forth in the Declaration (as may be amended).

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being the persons appointed in the Articles of Incorporation to act as the Initial Board of Directors of the **REPUBLIC GRAND RANCH PROPERTY OWNERS ASSOCIATION**, a non-profit Texas corporation, hereby assent to the foregoing Bylaws and adopt the same as the Bylaws of said Association and said corporation.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first set forth above.

Renee Howes
Renee Howes, President

Gary Sumner Sr
Gary Sumner, Sr., Vice President

Debra Burkhalter
Debra Burkhalter, Secretary/Treasurer

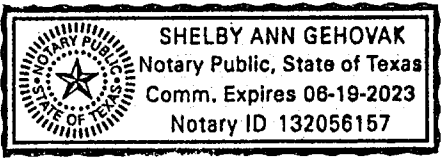
STATE OF Texas)
) ss.
COUNTY OF Walker)

NOTARY ON FOLLOWING PAGE

This instrument was acknowledged before me on the 9 day of September, 2020 by Renee Howes as President of Republic Grand Ranch Property Owners Association, a Texas Non-Profit Company.

Shelby Ann Gehovak
Notary Public

My Commission expires: 06-19-2023

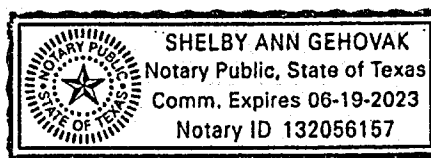


STATE OF Texas)
) ss.
COUNTY OF Walker)

This instrument was acknowledged before me on the 9 day of September, 2020 by Gary Sumner, Sr. as Vice President of Republic Grand Ranch Property Owners Association, a Texas Non-Profit Company.

Shelley Ann Gehovak
Notary Public

My Commission expires: 06-19-2023

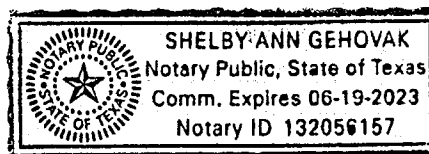


STATE OF Texas)
) ss.
COUNTY OF Walker)

This instrument was acknowledged before me on the 9 day of September, 2020 by Debra Burkhalter as Secretary/Treasurer of Republic Grand Ranch Property Owners Association, a Texas Non-Profit Company.

Shelley Ann Gehovak
Notary Public

My Commission expires: 06-19-2023



When Recorded return to:
Republic Grand Ranch Property Owners Association
P O Box 465
Paulden, AZ 86334

E-FILED FOR RECORD

09/09/2020 04:01PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

09/09/2020



County Clerk
Montgomery County, Texas

**ARTICLES OF INCORPORATION OF
REPUBLIC GRAND RANCH PROPERTY OWNERS ASSOCIATION**

**Pursuant to Article 3.02
Texas Non-Profit Corporation Act**

KNOW ALL MEN BY THESE PRESENTS:

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a non-profit corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

CORPORATE NAME: The name of the corporation shall be REPUBLIC GRAND RANCH PROPERTY OWNERS ASSOCIATION (also referred to as “the Association”).

ARTICLE II

REGISTERED OFFICE/AGENT: The initial Registered Agent of the corporation shall be Debra Burkhalter, and the initial Registered Office shall be located at 1015A West SH 150, New Waverly, Texas 77358, but the Association may conduct its affairs at any location designated by the Board of Directors.

ARTICLE III

MANAGEMENT: The corporation shall be managed by its Board of Directors. The initial Board of Directors shall consist of three (3) Directors. After the Transition Date, the number of persons to serve on the Board of Directors thereafter shall be fixed by the Bylaws and shall not be fewer than five (5), with a maximum of nine (9). The Directors shall be elected at the times and in the manner designated in the Bylaws. Any two or more offices may be held by the same person, except the offices of President and Secretary. The names and address of the persons who are to serve as the initial Directors until the first annual meeting of the Association or until their successors are elected and qualify are:

<u>Name</u>	<u>Address</u>
Renee Howes	1015A West SH 150 New Waverly, TX 77358
Gary Sumner, Sr.	1015A West SH 150 New Waverly, TX 77358
Debra Burkhalter	1015A West SH 150 New Waverly, TX 77358

ARTICLE IV

ORGANIZATIONAL STRUCTURE: The corporation shall have members. The qualifications and rights of the members are set forth in the Declaration for the development and in the corporation's Bylaws.

ARTICLE V

PURPOSE: The corporation is organized to enforce the Declaration of Covenants, Conditions and Reservations (herein referred to as the Declaration) and to maintain and improve the interior roadways, gates, fences, and culverts involving such roadways and any other Common Areas so designated by the Declarant or Board of Directors, which are located within the development. The property known and to be known as the "Republic Grand Ranch" is and shall be subject to the Declaration for the property, which Declaration contemplates the establishment of this corporation. Further, the corporation is organized to provide an entity for the furtherance of the best interests of the property owners in the development and to enforce the provisions set forth in the Declaration. In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws, may be exercised by the Board of Directors: All powers necessary or desirable to perform the obligation and duties and to exercise the rights and powers set out in these Articles, the Bylaws, or the Declaration, including the following:

- A. To fix and collect assessments:
- B. To enforce Covenants, Conditions, and Restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration of Covenants, Conditions, and Restrictions.

- C. To enter, make, perform, or enforce contracts of every kind and to do all other acts necessary, appropriate, or desirable in carrying out any purpose of the Association.

No part of the net earnings of the Association shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes. The Association shall have and exercise all powers which are necessary, incidental to, desirable, useful, or convenient in carrying out any of its purposes, including, but not limited to, those powers set forth in the Declaration and powers for conducting any and all lawful affairs as set forth in these Articles, under purposes of the corporation for which non-profit corporations may be incorporated under Texas law.

ARTICLE VI

DURATION: The time of the commencement of this corporation shall be the date of filing of these Articles of Incorporation with the Texas Secretary of State and the duration of the corporation shall be perpetual.

ARTICLE VII

INCORPORATOR: The name and address of the Incorporator is:

Deborah Onstott ✓
P O Box 465
Paulden, AZ 86334

ARTICLE VIII

DISSOLUTION: The corporation may be dissolved with the assent given in writing and signed by not less than ninety-five percent (95%) of the members entitled to vote. Upon the dissolution of the corporation other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created, or shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, as

determined by the Board of Directors and approved by a majority vote of the members entitled to vote, present at a duly held meeting called for that purpose.

ARTICLE IX

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. The Association shall indemnify any person who incurs expenses by reason of the fact he or she is or was an officer, director, employee, or agent of the Association. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law and shall be made by the Association whether the legal action brought or threatened is by or in the right of the Association or by any other person.

ARTICLE X

AMENDMENT OF ARTICLES. These Articles of Incorporation may be amended by the initial Board of Directors prior to the Transition Date. After the Transition Date these Articles may be amended by affirmative vote of the majority of the members meeting a fifty percent (50%) quorum at a meeting called for that purpose.

IN WITNESS WHEREOF, I have hereunto set my hand, this 10th day of August, 2020.

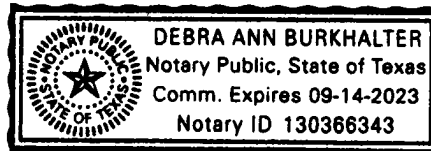
Deborah Onstott
Deborah Onstott, Incorporator

STATE OF Texas)
COUNTY OF Wauker)^{ss.}

This instrument was acknowledged before me on the 10th day of August, 2020 by Deborah Onstott as Incorporator of Republic Grand Ranch Property Owners Association, a Texas Non-Profit Company.

Debra Ann Burkhalter
Notary Public

My Commission expires:



FILED FOR RECORD
08/31/2020 02:07PM

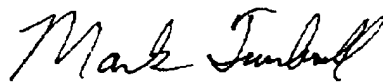


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

08/31/2020



County Clerk
Montgomery County, Texas