

THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BONTERRA® AT WOODFOREST

After Recording Return To:

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**THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BONTERRA AT WOODFOREST**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest (this “Declaration”) is made by TAYLOR MORRISON OF TEXAS, INC., a Texas corporation, (“Declarant”), with the joinder of WOODFOREST DEVELOPMENT, INC., a Texas corporation (“WDI Owner”).

RECITALS:

The Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest was filed of record under Clerk’s File Number 2014014581 in the Official Public Records of Montgomery County, Texas, as amended and supplemented (the “Original Declaration”).

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest was filed of record under Clerk’s File Number 2014066346 in the Official Public Records of Montgomery County, Texas, as amended and supplemented (the “First Amended and Restated Declaration”).

The Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest was filed of record under Clerk’s File Number 2016107123 in the Official Public Records of Montgomery County, Texas (the “Second Amended and Restated Declaration”).

The Second Amended and Restated Declaration was previously amended by that certain First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest, recorded under Clerk’s File No. 2017077026 in the Official Public Records of Montgomery County, Texas.

The Second Amended and Restated Declaration was further amended by that certain Second Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest, recorded under Clerk’s File No. 2019012126 in the Official Public Records of Montgomery County, Texas.

That certain property located in Montgomery County, Texas, platted as Bonterra at Woodforest, Section 1 (“Bonterra Section 1”), is a subdivision initially comprised of 52.82 acres and containing 110 lots and 5 blocks, and also being out of the James Pevehouse Survey, Abstract 29, according to the map or plat thereof, filed under Clerk’s File No. 2013-137500 (the “Plat”) in the Plat Records of Montgomery County, Texas (the “Property” and/or “Subdivision”, which terms shall include additional land as same may be annexed into the Subdivision and made subject to this Declaration).

WDI Owner and Declarant desire that Declarant (i) develop the property contained within the Subdivision (as same is defined hereinbelow) as an age-restricted active adult single-family, residential use subdivision, and (ii) provide and adopt a general plan of development, including Assessments, conditions, covenants, easements, reservations, and restrictions designed to govern the Property.

WDI Owner and Declarant deemed it desirable, for the efficient administration of the amenities in the Subdivision and enforcement of the Dedicatory Instruments (hereinafter defined), to create an Association (hereinafter defined) to which was delegated and assigned the authority to administer and enforce these Assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the Assessments.

The Board of Directors of the Association established certain Bylaws by which the Association is governed through its Board of Directors, for the purpose of exercising the functions aforesaid and any other duties as set out in the Bylaws and/or other Dedicatory Instruments.

Declarant, with the joinder of WDI Owner, desires to amend and restate the Second Amended and Restated Declaration and replace it in its entirety with this Declaration pursuant to the authority contained in Article XVI, Section A of the Second Amended and Restated Declaration.

DECLARATION:

WDI Owner and Declarant hereby declare that the Property shall be subject to the jurisdiction of the Association, and shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the Assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon said Property and shall be covenants running with the land and binding on all parties, now and at any time hereinafter having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property.

Those provisions of the Second Amended and Restated Declaration that are not being amended by this Declaration are being restated in this Declaration for ease of reference and the purpose of completeness. The lien created in the Original Declaration is not disturbed by this Declaration and will continue to be in full force and effect from the date the Original Declaration was recorded.

The Property is subject to this Declaration, which may be amended and/or supplemented from time to time. Additionally, the Property is subject to the Dedicatory Instruments (as same may be amended from time to time). If any conflict exists between all or any portion of the Declaration and any Dedicatory Instrument, the more restrictive provision shall control. Notwithstanding the foregoing, in the event of a conflict between a Dedicatory Instrument and any amendment thereto, the amendment will control.

ARTICLE I. DEFINITION OF TERMS

The following words when used herein shall have the following meanings when capitalized (unless the context requires otherwise and then the term is not capitalized):

- A. “Age-Qualified Occupant” means any individual 55 years of age or older who occupies a Dwelling. The terms “occupy,” “occupies,” or “occupancy” shall mean staying overnight in a particular Dwelling for at least ninety (90) days in any consecutive twelve (12) month period.
- B. “ASC” means the Architectural Standards Committee established for the Property as set forth in herein.
- C. “Annual Assessment” means the annual assessment established by the Association and levied against all Lots within Bonterra at Woodforest, as more particularly described hereinafter.
- D. “Assessment” collectively means and refers to the Annual Assessment, Special Assessment, Capitalization Fee, Woodforest Capitalization Fee, Foundation Fee and Woodforest Association Annual Assessment, each more particularly described hereinafter, together with attorney’s fees, late fees, interest, costs and any other charge authorized by this Declaration or other Dedicatory Instrument.
- E. “Association” means one or more non-profit corporations, including its successors, assigns, or replacements, created under the laws of the State of Texas, with the first being Bonterra at Woodforest Community Association, Inc. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. No more than one such non-profit corporation shall be in existence at any one time. The Association is a Texas non-profit corporation which has jurisdiction over all properties located within the Subdivision, as same may be amended from time to time as additional property is annexed into the Subdivision (hereinafter defined) as allowed under this Declaration. For purposes of clarity, when “Association” is used herein, that term includes the authority, rights, remedies and obligations of the nonprofit corporation, and the authority of the Board, as defined herein, to carry out the authority, rights, remedies and obligations of the Association.
- F. “Board” means the Board of Directors of the Association as provided within the Bylaws.
- G. “Bonterra Assessments” collectively means and refers to the Annual Assessment, Special Assessment and Capitalization Fee, as more particularly described herein.
- H. “Builder” means and refers to a corporate entity authorized to do business in the state of Texas, the primary purpose of said entity being the business of construction and sale of Dwellings. Builders shall be further limited to such an entity that, as the contractor, builds and directly supervises the building operations of a Dwelling. “Builder” shall not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or re-constructing or replacing a Dwelling after demolition or destruction, either partial or complete.

- I. “Bylaws” means the Bylaws of the Bonterra at Woodforest Community Association, Inc., as they may be amended from time to time.
- J. “Capitalization Fee” means that fee paid to the Association by each purchaser of a Lot within Bonterra at Woodforest, other than Declarant, which shall be an amount equal to one hundred percent (100%) of the then-current Annual Assessment for such Lot, unless otherwise determined by the Board.
- K. “Common Area” means all real property owned in fee or held in easement, lease, or license by the Association for the common use and/or enjoyment of the Owners and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.
- L. “Community Wide Standard” means the standard of development, improvements, aesthetics, conduct, maintenance, or other activity generally prevailing throughout the Subdivision. Such standards may but are not required to be defined in the Guidelines or rules and regulations. Such standards may be specifically determined and modified by the Board, with the approval of Declarant during the Development Period.
- M. “Declarant” means Taylor Morrison of Texas, Inc., a Texas corporation, its successors and assigns as same may be evidenced by a written instrument recorded in the real property records of the Montgomery County Clerk’s office.
- N. “Declarant Approved Guest” means, by way of illustration and not limitation, a prospective purchaser who has entered into a purchase agreement with Declarant or Darling Homes for the purchase of a Dwelling but who has not yet closed on that purchase. A prospective purchaser may be a Declarant Approved Guest until the earliest to occur of (i) the period of time from the effective date of the purchase agreement until title has transferred to that prospective purchaser, or (ii) such time as the purchase agreement has been terminated. Notwithstanding anything contained herein to the contrary, Declarant may designate persons or entities other than a prospective purchaser as Declarant Approved Guests for a period of time as determined in the sole discretion of Declarant.
- O. “Declaration” means this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bonterra at Woodforest, which encumbers the Property, and any other property brought under the control of this Declaration, or any IURD (defined hereinafter), annexation agreement and/or amendment thereto.
- P. “Dedictory Instruments” means each document governing the establishment, maintenance and operation of the Subdivision, including but not limited to the Declaration, Bylaws, Certificate of Formation, and similar instruments governing the administration or operation of the Association, as well as any and all rules, Guidelines and policies, and any supplements or amendments to such documents, enforceable by the Association.

- Q. “Deed Restriction Violation” means any damage that an Owner or Occupant has caused to the Common Area or a condition on a Lot or an improvement located upon a Lot that does not comply with the terms and conditions of all Dedicatory Instruments covering the establishment, maintenance, and operation of the Subdivision. Failure to pay all amounts due and owing on a Lot shall also be considered a Deed Restriction Violation.
- R. “Development Period” means the period of time that Declarant reserves the right to facilitate the development, construction and marketing of the Subdivision or the right to direct the size, shape and composition of the Subdivision, which retained rights shall be vested in Declarant until Declarant no longer owns any portion of the Property or such time as Declarant assigns or relinquishes all of its retained rights. Notwithstanding anything contained in this Declaration to the contrary, the marketing of the Subdivision may include, but is not limited to, the right of Declarant to designate Declarant Approved Guests which designation will allow those designees to the use and enjoyment of the Common Area and amenities included in the Common Area. In the event the Development Period terminates pursuant to the above provisions and thereafter Declarant becomes record owner of any portion of the Subdivision, the Development Period will be restored until it again terminates as specified above.
- S. “Dwelling” means a main residential structure constructed on a Lot intended for single family residential use.
- T. “Foundation Fee” means that fee payable to the Woodforest Association, as more particularly set forth in Article XV of this Declaration.
- U. “Guidelines” means general, architectural, and/or builder guidelines, and application and review procedures, if any, that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any Lot and/or construction types and aesthetics. There shall be no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines are enforceable by the Board.
- V. “Hardscape” means and includes, but is not limited to such items as rocks, landscape timbers, railroad ties, fountains, statuary, sculpture, terracing materials, lawn swings, and yard art.
- W. “Initial Use Restriction Designation” or “IURD” or “Annexation Agreement” means an amendment or supplement to this Declaration, executed by WDI Owner and consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional or different restrictions and obligations on the land described therein.
- X. “Lot” means a parcel of Property defined as one Lot by the Plat and/or any replat thereof recorded in the real property records of Montgomery County, Texas, and encumbered by this Declaration, and restricted to single-family residential use. Each Lot will be subject to the rights and duties of membership in the Association. There shall be Assessments

due for each Lot owned as defined by the then-plat of record, subject to the limitations herein. No Lot may be further subdivided and separated into smaller Lots, and no portion less than all of any Lot shall be transferred or conveyed. Notwithstanding anything contained herein to the contrary, this definition shall not include any Lot for so long as it is being used by Declarant as a model home Lot and/or a sales information center.

- Y. “Member” means an Owner, as defined in this Article, subject to the provisions set forth in this Declaration.
- Z. “Member in Good Standing” means Declarant and a Member (a) who is not delinquent in the payment of any Assessment against the Member’s Lot or any interest, late charges, costs or reasonable attorney’s fees added to such Assessment under the provisions of the Dedicatory Instruments or the Woodforest Association dedicatory instruments or as provided by law, (b) who is not delinquent on payments made pursuant to a payment plan for Assessments, (c) who has not caused damage to the Common Area, (d) who does not have any condition on his Lot which violates any Dedicatory Instrument which has progressed to the stage of a written notice to the Owner of the Owner’s right to request of a hearing to be held by the Association or its designated committee, or beyond, and which remains unresolved as of the date of determination of the Member’s standing, (e) who has not failed to pay any fine levied against the Member and/or the Member’s Lot pursuant to the Dedicatory Instruments, and (f) a Member who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment. If one Occupant of a particular Dwelling does not qualify as a Member in Good Standing, then all Occupants of such Dwelling shall not be considered as Members in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner shall not qualify as a Member in Good Standing as to all Lots owned by the Owner.
- AA. “Occupant” means Owners, residents, tenants, lessees, and guests of an Age Qualified Occupant and Declarant Approved Guests of any Lot or Dwelling within the Subdivision. An individual, save and except Declarant Approved Guests, who occupies a Dwelling but does not satisfy the criteria set forth in Section GG below, shall not be deemed to be a Resident and shall not be entitled to any rights or privileges granted to a Resident of the Subdivision.
- BB. “Outbuildings” means and refers to structures such as (by way of example and not limitation) storage buildings, sheds, greenhouses, gazebos and shade trellises.
- CC. “Owner” means an owner of any portion of the Property, other than WDI Owner. Persons or entities holding title only as a lienholder shall not be an Owner for purposes of this Declaration.
- DD. “Public View” means a condition, structure, item or improvement located on a Lot that is openly visible from or by (i) an individual standing at ground level of at least one neighboring Lot (such neighboring Lot does not have to be adjacent to the Lot with any such condition, structure, item or improvement), (ii) a Common Area, or (iii) a street.

- EE. “Recreational Sites” means Common Area property that is set aside for use as recreational facilities, reserves, or green space and is encumbered by this Declaration, a recorded plat, or both.
- FF. “Reserve Fund” means funds that may be set aside by the Board, in its sole discretion, for capital improvements or unforeseen expenditures, to the extent funds are available.
- GG. “Resident” or “Qualified Resident” means any of the following persons occupying a Dwelling:
- (a) Any Age Qualified Occupant;
 - (b) Any person 19 years of age or older occupying a Dwelling with an Age Qualified Occupant; and
 - (c) Any person 19 years of age or older occupying a Dwelling with an Age Qualified Occupant who continues without interruption, to occupy the same Dwelling after termination of the Age Qualified Occupant’s occupancy thereof.
- HH. “Special Assessment” means an assessment levied pursuant to the terms set forth herein, for a specific purpose.
- II. “Subdivision”, the “Property”, and/or “Bonterra at Woodforest” means the Bonterra at Woodforest Subdivision located in Montgomery County, Texas. As of the date of this Declaration, the Subdivision is more particularly described in the Plat, including any additional property that has been or may be platted and annexed into the Subdivision. The Subdivision may be supplemented as additional land is annexed into the Subdivision by the recording of an Annexation Agreement or IURD.
- JJ. “Woodforest Assessments” collectively means and refers to the Woodforest Capitalization Fee, the Foundation Fee, and the Woodforest Association Annual Assessment, as more particularly described herein.
- KK. “Woodforest Association” means Woodforest Owners Association, Inc., a Texas nonprofit corporation, including its successors, assigns, or replacements, which has jurisdiction over the Property as well as Assessment, enforcement and lien rights and authority as set forth herein and in the Woodforest Declaration, in addition to the authority of the Association as established herein. Notwithstanding anything contained in this Declaration to the contrary, Owners and Occupants of Lots within Bonterra at Woodforest are not members of the Woodforest Association.
- LL. “Woodforest Association Annual Assessment” means the annual assessment established by the Woodforest Association and levied against all Lots within Bonterra at Woodforest, as more particularly described hereinafter. The Woodforest Association Annual Assessment shall not exceed fifty percent (50%) of the then-current annual assessment charged to the members of the Woodforest Association not owning property in this Subdivision.

- MM. “Woodforest Capitalization Fee” means that contribution made by or on behalf of Declarant to the Woodforest Association upon acquisition of record title to a Lot by Declarant from WDI Owner in an amount equal to the then-current Woodforest Association Annual Assessment for such Lot, as more particularly described hereinafter.
- NN. “Woodforest Declaration” means the Declaration of Covenants, Conditions, and Restrictions for Woodforest, recorded under Clerk’s File No. 2008-091292, in the Official Public Records of Real Property of Montgomery County, Texas, as same has been and may be amended and/or supplemented from time to time.
- OO. “WDI Owner” means Woodforest Development, Inc., a Texas corporation, its successors and assigns as same may be evidenced by a written instrument recorded in the real property records of the Montgomery County Clerk’s office.
- PP. “Woodforest ARC” means Woodforest Owners Association, Inc. Architectural Review Committee, which is a committee of the Board of Directors of the Woodforest Association, and which has jurisdiction over the Property in addition to the jurisdiction of the ASC as established herein.

ARTICLE II. PURPOSE AND INTENT

The Subdivision, as initially planned, is intended to be an age-restricted active adult single-family, residential development that is planned to feature residential uses. This Declaration shall serve as the means by which design, maintenance and use of the Property, and additional property made a part of the Subdivision, will be established.

Bonterra at Woodforest is intended to provide housing primarily for persons 55 years of age or older. The Subdivision shall be operated as an age-restricted community in compliance with all applicable state and federal laws. No person under 19 years of age shall stay overnight in any Dwelling for more than 90 days in any 12-month period.

Each Dwelling, if occupied, shall be occupied by at least one person 55 years of age or older; provided however, that once a Dwelling is occupied by an Age Qualified Occupant, other Qualified Residents of that Dwelling may continue to occupy the Dwelling, regardless of the termination of the Age Qualified Occupant’s occupancy. Notwithstanding the above, at all times, at least eighty percent (80%) of the occupied Dwellings within the Subdivision (as calculated pursuant to federal or state law and applicable regulations, including 24 Code of Federal Regulations §100.305, as same may be amended from time to time) shall be occupied by at least one person 55 years of age or older. The actual minimum percentage may be set higher by the Board of Directors of the Association in any duly approved Dedicatory Instrument.

The Board shall adopt and publish policies and procedures from time to time as necessary to maintain the status as an age-restricted community under State and Federal law and demonstrate its intent that the Subdivision be operated as housing for persons 55 years of age or older, which policies and procedures may include but are not limited to annual audits.

This Article shall not be amended without the prior written consent of WDI Owner so long as WDI Owner owns any portion of the Property, as that term is defined in the Woodforest Declaration.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

A. Property Initially Encumbered

The Property that is initially encumbered by this Declaration and is therefore a part of the Subdivision is more particularly described in Plat. Owners of the Property are Members of the Association and have executed this Declaration.

B. Annexation of Additional Property

WDI Owner reserves the right for twenty-five (25) years following the recording of this Declaration to annex any additional property into the Subdivision. Any such annexation occurring during the Development Period shall require the joinder of Declarant. Any such annexation occurring after the expiration of the Development Period shall require the joinder of the Association. Such annexation shall be accomplished by the execution and filing for record of an IURD or Annexation Agreement setting forth the land being annexed and/or the specific restrictions relating to such property, if different. Any IURD or Annexation Agreement may contain covenants, conditions, restrictions and easements which apply only to the real property annexed and/or may create exceptions to, or otherwise modify, the terms of this Declaration as they may apply to the real property being annexed in order to reflect the different or unique character and/or intended use of such real property.

Upon the expiration of the twenty-five (25) year term granted above, the right of WDI Owner to annex land under this Section shall automatically pass to the Woodforest Association, and any annexation occurring thereafter shall require the joinder of the Association.

ARTICLE IV. ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND BOARD OF DIRECTORS

A. Eligibility

Eligibility to vote or serve as a director or officer of the Board after the expiration of the term of the initial Board shall be predicated upon that person being a Member of the Association. Nothing contained herein creates a fiduciary duty owed by the Board to the Members of the Association.

B. Membership

Declarant and every record Owner shall be a Member of the Association, excluding therefrom persons or entities holding an interest in the land merely as security for the performance of an obligation (such as a mortgagee, or holder of any other lien against property), unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s). Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity.

Any one (1) Owner shall have no more than one (1) Membership in the Association. All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligations. Mandatory membership shall begin with the execution of this Declaration and pass with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members.

Members in Good Standing shall have the right to the use and enjoyment of the Common Area in the Subdivision. Owners who are not Members in Good Standing may be prohibited from utilizing Common Areas in the Subdivision.

C. Voting Rights

The Association shall initially have two classes of membership, being Class A Members and Class B Members, as follows:

1. Class A Membership

Class A Members shall be all Members with the exception of Class B Members, if any. Each Class A Member's voting rights shall be based on the number of Lots owned and shall be determined as follows:

One (1) vote shall be granted to Class A Members for each Lot owned.

Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e., all Owners of the Lot for, or all Owners of the Lot against a particular issue) but in no event can there be more than one Class A vote cast per Lot.

2. Class B Membership

Class B Members shall be the Declarant and any other person or entity as the Declarant may, in its sole discretion, confer Class B status in the Association.

Declarant shall be entitled to three (3) times the total number of votes allocated to Class A Members. The Declarant's Class B Membership shall terminate upon the earliest to occur of the following:

- a. When Declarant no longer owns any real property within the Bonterra at Woodforest development; or
- b. Such time as Declarant, in its sole discretion, so determines, provided however, that Declarant may assign its rights in whole or in part, permanent or temporary, at any time.

Declarant shall have the continuing right, at any time prior to the termination of Declarant's Class B Membership, without the joinder or consent of any other Owner, entity, lender or other Person, to confer Class B status in the Association on any Owner (with such Owner's consent), solely with respect to voting rights and/or Bonterra Assessments (the "Conferral"). Provided, however, any such Conferral of Class B status does not have to be uniform as to all Class B Members. Declarant shall evidence such Conferral of Class B status by filing in the Official Public Records of Montgomery County, Texas, an instrument specifying the name and address of the party upon which Class B status has been conferred, setting forth a legal description for all of the real property to which such Class B conferral applies, and setting forth the terms of such Conferral. The Class B status so conferred by Declarant shall terminate and such Owner shall become a Class A Member of the Association, upon the earliest to occur of the following:

- a. Termination of Declarant's Class B status in the Association, as provided herein; or
- b. A material violation by such Class B Member of any terms and conditions of the Conferral which has not been cured after the Class B Member has received notice of such violation and has failed to cure such violation; or
- c. Expiration of the term of the Conferral, if any, provided in the Conferral.

D. Voting Procedures

Class A and Class B Members shall exercise their votes as set out in the Dedicatory Instruments.

E. Right to Appoint/Elect Board of Directors

Declarant shall retain the authority to appoint all members of the Board until not later than the tenth (10th) anniversary of the date this Declaration was originally recorded under Clerk's File Number 2014014581 in the Official Public Records of Montgomery County, Texas, at which time one-third (1/3) of the Board members (who must be Members of the Association) must be elected by the Owners other than the Declarant, as set forth in the Bylaws. After such anniversary, Declarant shall retain the authority to appoint the remaining two-thirds (2/3) of the members of the Board until such time as Declarant no longer owns any portion of the Property. The Declarant may assign to the Association its authority to appoint some or all (as applicable) members of the Board, with such assignment evidenced by an instrument recorded in the Official Public Records of Montgomery County, Texas.

Upon termination of Declarant's authority to appoint two-thirds (2/3) of the members of the Board, any remaining Class B Members shall be converted to Class A Members and elections shall be held to elect the members of the Board (who must be Members of the Association) pursuant to the provisions of the Certificate of Formation and the Bylaws of the Association. In the event Class B Membership terminates pursuant to the above provisions, and thereafter

additional property is annexed into the jurisdiction of the Association, which results in the Declarant owning property in the Subdivision, only Declarant's Class B Membership shall be restored (no other previously designated Class B Membership shall be restored), until it again terminates as specified hereinabove. Notwithstanding anything contained herein to the contrary, the Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).

ARTICLE V. EFFECTIVE DATE OF DECLARATION

This Declaration shall be effective as of the date this document is recorded in the Official Public Records of Montgomery County, Texas.

ARTICLE VI. USE RESTRICTIONS

Notwithstanding anything contained herein to the contrary, the provisions of this Article shall apply only to Lots unless other portions of the Property are specifically included in said provisions.

A. Single Family Residential Uses Permitted

Lots within the Subdivision shall only be used for single-family residential use. The term "single-family residential use", as used herein, shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Furthermore, "single-family residential use" shall mean the use of and improvement to a Lot with no more than one building designed and used for living, sleeping, cooking, and eating therein. As used in this Declaration, the term "single-family residential use" specifically prohibits, without limitation, the use of a Lot for a duplex, apartment, multi-family dwelling, accessory dwelling unit, garage apartment or any other apartment or for any multi-family use, vacation rental by Owner, boarding house, "Airbnb" or similar short term rental use, bed and breakfast, any business or activity requiring a Federal Firearms License, or for any business, professional, or other commercial activity. In no case may a Lot contain more than one Dwelling. No building, improvement, Outbuilding or portion thereof may be constructed for income property or such that Occupants would occupy less than the entire Lot.

No Dwelling may be occupied by more than one single family. By way of illustration, the following are examples of an approved single family:

AGE QUALIFIED OCCUPANT AND QUALIFIED RESIDENT RESIDE IN DWELLING.

Additional approved Residents are:

- a) children of either or both Age Qualified Occupant and Qualified Resident*;
- b) no more than a total of 2 parents of Age Qualified Occupant and Qualified Resident;
- c) one unrelated person*; and
- d) one household employee.

*The inclusion of children and other unrelated person in the examples above does not modify the provisions of this Declaration restricting the occupancy of the Lot to the age restrictions set forth herein.

It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

Leasing a Dwelling for single-family residential use will not be considered a prohibited “business” use, as set forth in Section B below, provided that (i) the Owner (and any other Owner(s) with whom such Owner is affiliated) does not collectively lease or offer for lease more than one Dwelling within the Subdivision at any time, and (ii) an Owner (and any other Owner(s) with whom such Owner is affiliated) does not collectively lease or offer for lease a Dwelling within one year of taking title to such Dwelling (save and except an Owner taking title to a Dwelling via probate or other similar proceeding). For purposes of this provision and by way of illustration and not limitation, “affiliated” means Owners who are: (i) reflected on the deed for the Lot, (ii) reflected on a deed of trust related to the Lot, (iii) related by blood or marriage within the second degree of relationship, (iv) shareholders, partners, or members of an entity that owns a Lot, or (v) associated with each other for other business purposes. The Board has the sole and absolute discretion to determine who is affiliated with an Owner. This provision shall not preclude the Association or an institutional lender from leasing one or more Dwellings upon taking title following foreclosure of its security interest in the Dwellings or upon acceptance of a deed in lieu of foreclosure.

The Occupants of a leased Dwelling must lease the entire land and improvements comprising the Lot. No fraction or portion of any Lot may be leased or rented or offered for lease or rent. “Leasing” for purposes of this Declaration, is defined as occupancy of a Dwelling and the Lot on which the Dwelling is located for single-family residential use by any person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument. Provided, however, “leasing”, for purposes of this Declaration, does not include leases such as, by way of illustration and not limitation, “VRBO”, boarding house rentals, backyard rentals, swimming pool rentals, “Swimply”, “Airbnb”, “Vacasa”, party venue rentals, bed and breakfasts, or other short-term rental uses, and such uses are strictly prohibited and are considered to be a prohibited business use.

All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. All leases shall provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an Occupant or Occupant’s family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the Occupant in such event. Rental or lease of the Lot and Dwelling shall not relieve the Owner from compliance with this Declaration or the Dedicatory Instruments. No Lot may be leased for a term of less than 6 full consecutive calendar months to the same lessee, nor may any lease be for less than the entire Lot; provided, however, the Board may adopt rules that require a longer minimum lease term than that set forth in this Declaration, and any such term will control over the minimum term set forth in this Declaration and will not be considered a conflict with this Declaration. Single family residential use does not include a lease to tenants temporarily (less

than 6 months) or a lease in which the tenants do not intend to make the Dwelling their primary residence. An Owner who leases his or her Lot assigns to the lessee for the period of the lease all the Owner's rights to use the Common Areas and amenities located thereon.

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling or Lot, except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all governmental requirements and other Dedicatory Instruments applicable to the Property; (c) the business activity does not involve visitation to the Dwelling or Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of Occupants of the Subdivision; and (d) the business activity is consistent with the residential character and use of the Subdivision, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board. The uses set out in this Section 1 (a) through (d) shall be referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use shall be deemed to be a Deed Restriction Violation. By way of illustration and not limitation, a day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, barber shop, spa service, "VRBO", boarding house, "Airbnb", "Vacasa", backyard rental, swimming pool rental, "Swimply", party venue rental, pet boarding service, bed and breakfast, or any business or activity requiring a Federal Firearms License are expressly prohibited and are not considered to be an Incidental Business Use.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to persons other than the Occupant's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. This Section does not apply to any activity conducted by Declarant, or by a Builder with approval of the Declarant, with respect to its development and sale of the Property. Garage sales, attic sales, moving sales, or yard sales (or any similar vending of merchandise) conducted on any Lot more than once per year shall be considered business activity and therefore prohibited. The Association may, but is not required to, adopt rules and regulations regarding such sales. Notwithstanding anything contained herein to the contrary, estate sales are expressly prohibited.

2. No vehicles displaying signs or advertising shall be permitted to be parked within Public View in the Subdivision, other than service vehicles contracted by Owners to perform specific services. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of twelve (12) hours per week in the Subdivision, without prior written permission of the Board, whose approval may be issued or withheld at its sole and absolute discretion.

3. No livestock, domestic or wild animals, nor plants or crops shall be raised on any Lot, or any portion of the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants or produce for anything of value to the seller shall constitute a sale of the merchandise and therefore prohibited under this provision.

C. Animals and Pets

No animals, livestock, including swine or poultry of any kind shall be raised, bred, or kept on any portion of the Subdivision, except that dogs, cats, or other usual and common household pets, not to exceed a total of two (2) pets, may be permitted in or on a Lot or in a Dwelling. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals kept inside the Dwelling, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. No pets are permitted to roam free. No animals or pets shall be kept, bred, or maintained for any commercial purpose. Dogs and cats shall at all times whenever they are outside a Dwelling and/or fence, be confined on a leash which must be held by a responsible person.

D. Antennas

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Subdivision, including any Lot, which is visible from any street, Common Area or other Lot unless it is impossible to receive signals from another location. In that event the receiving device may be placed in a visible location as approved by the ASC. The ASC may require as much screening as possible while not substantially interfering with reception. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant, by promulgating this Section, is not attempting to violate the Telecommunications Act of 1996 (the "1996 Act"), as same may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

In the event that it is impossible to receive a signal from a non-visible location, the installation of antennas shall be subject to rules and regulations which may be promulgated by the Board setting out preferred alternate locations for antennas.

Declarant and the Association shall have the right, without the obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of the Subdivision, should any master system or systems require such exterior apparatus.

E. Basketball Goals and Backboards

No basketball goal, net and/or backboard may be kept, placed or mounted upon any Lot or kept, placed, attached or mounted to any fence or Dwelling without prior written approval by the ASC. All basketball goals and/or backboards are subject to the Guidelines as to type, location, and hours of use. All basketball goals and/or backboards shall at all times be maintained and kept in good condition. If any basketball goal, net and/or backboard is placed within the Subdivision in violation of this Declaration, the Association or its agents shall be authorized to exercise its Self Help remedy, as set forth in this Declaration, to bring the Owner's Lot into compliance with this provision.

F. Exterior Seasonal Decorations

The display of exterior seasonal decorations, by way of illustration but not limited to lights, banners, flags, wreaths, shall be subject to reasonable rules and regulations, if any, promulgated by the Board. Such rules may address the appearance and length of time of such display. Such display shall be maintained and kept in good condition at all times. If any exterior seasonal decorations are placed, or remain, within the Subdivision in violation of this Declaration or the Dedicatory Instruments, the Board or its agents shall be authorized to exercise its Self Help remedy, to bring the Owner's Lot into compliance with this provision.

G. Flags and Flagpoles

The size, number, and placement of flagpoles, and the display of flags within the Subdivision, shall be subject to any policies adopted by the Board.

The Declarant, by promulgating this Section, is not attempting to violate any local, state or federal law. This Section shall be interpreted to be as restrictive as possible while not violating any laws of the State of Texas and/or the United States of America.

H. General Nuisances

No portion of the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the Subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort, or serenity of the Owners and/or Occupants of surrounding Lots and users of the Common Areas.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Subdivision. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision. No outside burning of wood except for wood burned in approved outdoor fire pits and fireplaces), leaves, trash, garbage or household refuse shall be permitted within the Subdivision. No speaker, horn, whistle, bell or other sound device, except alarm

devices used exclusively for residential monitoring purposes, shall be installed or operated on the Property, unless required by federal, state or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Subdivision.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, may not be pursued or undertaken on any part of the Subdivision. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

Notwithstanding anything contained herein to the contrary, the Association shall have the right but not the obligation to enter upon any Common Area and/or street right-of-way and remove signs not authorized by the Board in advance, and/or to regulate (including, but not limited to, the prohibition of) street vending and similar non-approved activities.

No portion of the Subdivision shall be used, in whole or in part, in a way that creates a nuisance within the Subdivision. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the Board. The Board may adopt rules or policies to further define what constitutes a nuisance, as warranted.

I. Generators

The size, number, placement, and other characteristics of standby electric generators within the Subdivision shall be subject to any applicable Guidelines, rules or policies adopted by the Board.

J. Monuments and Fences

The Declarant and the Association, including their respective designees, are hereby granted an easement to place, maintain and repair a monument or marker within the Subdivision.

Fencing on all Lots within the Subdivision shall be as set forth in the Guidelines or other Dedicatory Instrument and shall be subject to prior written approval by the ASC.

Unless otherwise set forth in a Dedicatory Instrument, Owners shall be responsible for the maintenance, repair and/or replacement of all fences in existence at the time of transfer from Builder to Owner. Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of the Lot Owners on whose property the fence lies between. In the event an

Owner fails to repair, replace or maintain any fence in a manner consistent with the Community Wide Standard in the sole discretion of the Board, the Board may exercise its Self Help remedy pursuant to the terms set forth in this Declaration, and shall have the right, but not the obligation, through its agents, contractors and/or employees to enter such Lot for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner(s) having such obligation to maintain or will be split evenly between adjoining Lot Owners if a common fence is involved and shall be secured by the continuing lien on the Lot.

Notwithstanding anything contained herein to the contrary, the maintenance, replacement, and/or repair of fencing installed on an Owner's Lot that is adjacent to a Common Area or street, and that is specifically identified in the IURD associated with any portion of the Subdivision as a "Perimeter Fence", shall be the responsibility of the Association. The Declarant and/or the Association is hereby granted an easement over, across, upon, and under an Owner's Lot to the extent necessary to install, maintain, repair and/or replace a Perimeter Fence as same may be designated in the applicable IURD. Owners of Lots within the Subdivision hereby agree to hold harmless the Declarant and the Association, and their agents, successors and assigns, and release them from any liability for the placement of, construction, design, repair, maintenance and replacement of Perimeter Fences, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur due to the existence, installation, maintenance, repair, and/or replacement of Perimeter Fences.

Regarding any fencing located on an Owner's Lot that the Association may have the obligation to maintain, the Association's maintenance obligation extends only to normal wear and tear of such fencing. Any damage caused to such fencing by an Owner or Occupant that is beyond normal wear and tear shall be the Owner's obligation to repair and/or replace, subject to prior written approval of the ASC. The Board has the sole discretion to determine what constitutes normal wear and tear.

K. Outbuildings

Outbuildings shall not be constructed or placed on a Lot within the Subdivision without the prior written approval of the ASC. Reasonable Guidelines may be established from time to time addressing factors including, but not limited to, the appearance, type, size, quality and location of Outbuildings on a Lot.

L. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature shall be stored on any Lot forward of the fence at the front wall of the Dwelling situated thereon, unless the equipment, machinery or materials is being used temporarily (not more than one week) and is incident to repair or construction of the Dwelling or Lot. All equipment, machinery, and materials shall be properly stored out of sight of every other Lot immediately after use of such item, and all trash, debris, excess, or unused materials or supplies shall likewise be disposed of immediately off of the Lot, or stored out of view until trash collection occurs.

Trash may only be placed outside for collection the evening before collection. Such trash must be contained to protect from animals or spillage and trash cans must be removed from sight the same evening of collection. No outdoor incinerators shall be kept or maintained on any Lot.

M. Parking and Prohibited Vehicles

No commercial vehicles or non-motorized vehicles, by way of example and not limitation, tow trucks, plumbing or similar service type vans or trucks, boat, trailer, golf cart, all-terrain vehicle, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, street, easement, or right-of-way, unless such vehicle or object is completely concealed from Public View inside a garage or enclosure approved by the ASC.

Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) are qualified by current vehicle registration and inspection stickers; (c) are currently licensed and in daily use as motor vehicles on the streets and highways of the State of Texas; (d) do not exceed Eighty inches (80”) in height, or One Hundred inches (100”) in width and (e) have no advertising or signs located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk or be parked on a grassy area. The restriction concerning advertising and signs shall not apply to any vehicles, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a Dwelling in the immediate vicinity. Storage of any vehicles in the street is prohibited. Storage shall mean the parking of a vehicle for the shorter of: (i) seventy-two (72) consecutive hours or (ii) seven (7) days in any calendar month, whichever occurs first.

Vehicles to be parked on a Lot must meet the restrictions of this Declaration and the Dedicatory Instruments, and at all times be operable (unless otherwise completely concealed in an enclosed garage), have current license tags, current state inspection stickers, and comply with current mandatory insurance under the laws of the State of Texas. Any vehicle not in daily use as a motor vehicle on the streets and highways of the State of Texas and not in compliance with the foregoing shall be considered stored on the property and such storage is strictly prohibited unless same is completely concealed in an enclosed garage. A vehicle that cannot physically fit within the designed garage of the Dwelling with the door closed will be construed as a vehicle not incident to residential use of a Lot. Additional rules and regulations for the use, maintenance and parking on private and/or public streets may be promulgated by the Board.

Recreational vehicles, such as mobile homes, motor homes, campers, and boats are not considered vehicles incident to the residential use of a Lot and therefore are not permitted to be stored outside of the garage or ASC approved enclosure on a Lot for any period of time greater than forty-eight (48) hours. A recreational vehicle with not more than two (2) axles may be parked in front of or on the Lot for up to forty-eight (48) hours for loading and unloading only.

Parking of any vehicle other than in a driveway or within an enclosed garage of a Lot or other paved area provided for parking is expressly prohibited.

Notwithstanding anything contained herein to the contrary, the Board may promulgate parking rules which may change the dimensions of permitted vehicles and/or the length of time for temporary parking or storage of vehicles. If there is a conflict between this Section and parking rules promulgated by the Board, the parking rules shall control.

The Owners of any Lot, by virtue of ownership of Property within the Subdivision, hereby contractually covenant and agree that the Association has jurisdiction over the public and private streets within the Subdivision and shall have the right without the obligation to enforce the rules and regulations applicable to parking on the public and private streets. The Association may establish from time to time reasonable rules regarding the use, maintenance and parking of vehicles on public and/or private streets, and the Association has discretion to determine the various types of vehicles that fall within the scope of any such rules.

N. Play Structures

Play Structures (as defined herein) shall not be constructed or placed on a Lot within the Subdivision without the prior written approval of the ASC. Guidelines may be established from time to time regarding play forts, play houses, swing sets and other recreational equipment (“Play Structures”), taking into account such factors including but not limited to the overall height, size, location and number of Play Structures placed on a Lot. In setting the Guidelines, factors including but not limited to the size and configuration of the Lot, the location of the Lot in the community, the location of the Play Structure on the Lot, the type of fencing on the Lot and visibility of the Play Structure from streets, other Lots, or the Common Areas may be taken into account.

O. Screening

No Owner or Occupant of any portion of the Property shall permit the keeping of articles, goods, materials, utility boxes, refuse, trash, storage tanks, or like equipment on the Property which may be considered a nuisance or hazard in the sole discretion of the Board. Air conditioners, utility boxes, garbage containers, antennas to the extent reasonably possible and pursuant to the terms set forth herein, or like equipment, shall not be kept within Public View and must be placed in a location first approved in writing by the ASC. Such screen shall be of a height at least equal to that of the materials or equipment being stored, but in no event shall such screen be more than six feet (6') in height. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings or Common Area. Utility boxes must be screened so that they are not visible from the street and as may be set out in the Guidelines. A combination of trees, hedges, shrubs or fences should be used as screening material, as same may be set out in the Guidelines. All screening designs, locations, and materials are subject to prior written ASC approval. Any such screening installed must be maintained in a clean and neat manner at all times and may not detract from the appearance of the Property.

P. Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from Public View except the following:

1. For Sale Signs. An Owner may erect one (1) sign on his Lot, not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising the property for sale.
2. Political Signs. Not more than one sign per political candidate or ballot item, not exceeding 4' x 6' in area, may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be displayed before the ninetieth day preceding the date of the election and shall be removed before the tenth day after such election.
3. Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for a "Child Find" program or a similar program sponsored by a local police and/or local fire department.

All signs and emblems within the Subdivision may be subject to Guidelines.

A Builder and/or the Declarant may place certain information and advertising signs on Lots without the prior permission of the ASC, so long as such signs are similar to those listed as acceptable for Builder use in the Guidelines, and so long as such signs do not otherwise violate this Declaration.

If any sign is placed within the Subdivision, including but not limited to the streets, street rights-of-way, and Common Areas, in violation of this Declaration or the Dedicatory Instruments, the Board or its agents shall have the right but not the obligation to enter upon any Lot, street, street right-of-way, or Common Areas and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

Guidelines may be established from time to time addressing the display of signs, including but not limited to billboards, posters, school activities, political signs, security signs/stickers and advertising devices within the Subdivision. The right is reserved by Declarant to construct and maintain, or to allow Builders to construct and maintain signs and other advertising devices on land they own and on the Common Area as is customary in connection with the sale of developed tracts and newly constructed residential Dwellings. In addition, the Declarant and the Association shall have the right to erect and maintain directional and

informational signs along the streets within the Property and identification signs and monuments at entrances to the Subdivision.

Q. Swimming Pools/Spas

No above ground swimming pools are permitted. All swimming pools and spas require prior written approval by the ASC.

R. Tree Removal

No trees greater than three (3) caliper inches to be measured at a point six (6) inches above grade shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in writing by the ASC. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Board may determine necessary, in its sole discretion, to mitigate the damage.

S. Window Air Conditioning Units

No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building on the Lots, with the exception that window or wall type air conditioners shall be permitted for the benefit of a garage if such air conditioning unit is located at the rear of the garage unit, and is screened from Public View.

All window air conditioning units require prior written ASC approval as set forth herein. All living areas within the home, including any room additions, must be centrally air-conditioned, unless otherwise approved by the ASC. Units that are alternatives to centrally air-conditioned units must be screened from Public View and will require ASC approval.

T. Wind Turbines

No device used to convert wind into energy, including by way of illustration and not limitation, wind turbines, wind pumps, wind chargers and windmills, shall be permitted to be used, placed or maintained in any location within the Subdivision. Provided, however, this provision does not apply to Common Areas within the Subdivision. The Board shall have the sole discretion to determine what devices are prohibited pursuant to this provision.

U. Window Treatments

Within three (3) months of occupying a Dwelling on any Lot, an Owner shall install appropriate window treatments in keeping with the Community Wide Standard. Appropriate window treatments would include, by way of illustration and not limitation, curtains and draperies with backing material of white, light beige, cream, light tan, or light gray; blinds or miniblinds of the same colors or natural wood; and/or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the Dwelling. The Board shall have the sole discretion to determine what window treatments are appropriate.

Expressly prohibited both before and after the initial three (3) months of occupancy are any temporary or disposable coverings not consistent with the Community Wide Standard, such as reflective materials, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for window coverings in a residential subdivision of the same caliber as the Subdivision.

ARTICLE VII. COMMON AREA

The Board, subject to the rights of the Members set forth in this Declaration and any amendments or IURD thereto, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive and sanitary condition. No Member may appropriate any portion of the Common Area or any improvement thereon for his or her own exclusive use. Any Member or his or her guests, family or invitees that cause damage to the Common Area shall be financially responsible for said damage. The cost of repair, if not timely paid by the Member (subject to any notice that may be required by law), shall be assessed against the Member's Lot and secured by the continuing lien set forth in this Declaration.

The Declarant, and its designees, may transfer or convey at any time to the Association interests in real or personal property within or for the benefit of the Subdivision, and the Association is hereby obligated to accept such transfers and conveyances, even if such transfer or conveyance occurs after the termination of the Development Period. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Real property transferred to the Association by the Declarant, or its designees, may be transferred via a deed without warranty; provided, however, the property shall be transferred free and clear of all liens and mortgages at the time of such transfer. Upon the Declarant's written request, the Association shall reconvey to the Declarant any unimproved real property that the Declarant originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

WDI Owner, and its designees, may transfer or convey at any time to the Association interests in real or personal property within or for the benefit of the Subdivision, and the Association is hereby obligated to accept such transfers and conveyances, even if such transfer or conveyance occurs after the termination of the Development Period. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Real property transferred to the Association by WDI Owner, or its designees, may be transferred via a deed without warranty; provided, however, the property shall be transferred free and clear of all liens and mortgages at the time of such transfer. Upon WDI Owner's written request, the Association shall reconvey to WDI Owner any unimproved real property that WDI Owner originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

Owners hereby covenant (i) not to possess any Common Area in any manner adverse to the Association, and (ii) not to claim or assert any interest or title in any Common Area. Owners hereby waive their right to adversely possess any Common Area, and hereby acknowledge and agree that any claim of adverse possession by an Owner of any Common Area shall be void.

ARTICLE VIII. NOTICES AND EASEMENTS

A. Easements for Green Belt, Pond Maintenance, Flood Water and Other Landscape Reserves

Declarant and the Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, landscape reserves, ponds, and other bodies of water located within the Property (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain and repair any fountain, wall, dam, hardedge, canal, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements hereunder shall automatically terminate at such time as Declarant shall cease to own any portion of the Property subject to the Declaration. The Declarant and the Association, and their designees shall have an access easement over and across any portion of the Property abutting or containing any portion of any of the green belts and landscape reserves to the extent reasonably necessary to exercise their rights and responsibilities under this Declaration.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas in order to enter upon and across such portions of the Property for the purpose of exercising rights and performing obligations under this Declaration. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

There is further reserved for the Declarant, the Association and/or their designees an easement for the over spray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision located adjacent to the Common Area, any landscape/open space reserves, greenbelts, canals, ponds, or other bodies of water.

B. Easements to Serve Additional Property

The Declarant and the Association, including their duly authorized agents, representatives, and employees, designees, successors, assignees, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of any annexed property, whether or not such Property is made subject to this Declaration. This easement includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on any annexed property.

Declarant agrees that if an easement is exercised for permanent access to any annexed property and such property or any portion thereof is not made subject to this Declaration, the Declarant shall enter into a reasonable agreement with the Association to share the cost of maintenance to any access roadway serving the property. Such agreement shall provide for sharing of costs based on the ratio that the number of Dwellings or buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings and buildings within the Property.

C. Utilities and General

Owners are hereby advised that the Subdivision is currently subject to Montgomery County Municipal Utility District 113, as well as any other municipal utility district(s) that may provide services in the future to any portion of the Subdivision.

There are hereby reserved unto Declarant, so long as Declarant owns any Property, the Association, and the designees of each (which may include, without limitation, Montgomery County and any utility companies) access and maintenance easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining any or all of the following which may exist now or in the future: cable television systems, Wi-Fi systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing (for clarification purposes, the access, maintenance, and installation easements created herein are referred to collectively as the "Utility Easements") on Lots, for such purposes as designated herein or on recorded plats of the Property. Upon transfer of title of a Lot from Declarant to an Owner, including Builders, the Utility Easements on the Lot shall be restricted in location as follows:

- i. Five (5) feet from side Lot line;
- ii. Ten (10) feet from rear Lot line; and
- iii. Ten (10) feet from front Lot line.

Notwithstanding anything contained herein to the contrary, driveways and sidewalks installed pursuant to approved plans shall not be considered by the ASC or the Association to be an encroachment into the Utility Easements. However, Owners, including Builders, must verify all easements affecting their Lot and obtain any necessary approval from the easement holder prior to submission of plans to the ASC. Notwithstanding any contained herein to the contrary, the Utility Easements shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling; any damage to a Lot resulting from the exercise of the Utility Easements must promptly be repaired by, and at the expense of, the person or entity exercising the Utility Easement. The exercise of this easement shall not unreasonably interfere with the use of any Lot.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, cable company and natural gas supplier easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters boxes, installation equipment, service equipment, and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of this easement shall not extend to unauthorized entry into the Dwelling on any Lot, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board or Declarant.

D. Streets

Owners are hereby advised that the streets located within the Subdivision are currently planned to be public streets. Provided however, that the Declarant hereby reserves the right to designate some or all of the streets within the Subdivision as private streets which shall thereafter be conveyed to the Association for the use of the Owners and Occupants. Any such private streets will not be dedicated to the public, any municipal body or public authority. Owners are hereby given notice that the maintenance of such private streets, if any, will be provided for through Bonterra Assessments, to be levied in accordance with this Declaration, subject to the limitations set forth herein.

E. Conditions

Owners and Occupants of Lots within the Subdivision are advised that the following conditions exist or may exist within or near the Subdivision (collectively referred to as the “*Conditions*”):

1. The Subdivision may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including insects, alligators, bobcats, coyotes, wild hogs, venomous and non-venomous snakes and other reptiles, deer, armadillos, and other animals, some of which may pose hazards to persons or pets coming in contact with them.
2. Several lakes exist either in proximity to or within the Subdivision. Owners and Occupants are advised that one or more fountains have been or may be installed in the lakes.
3. Reserves “A”, “B”, “C”, “E”, “F” and “G”, restricted in their use to open space and utilities purposes, and restricted Reserve “D”, restricted in its use to open space, storm sewer easement and drainage purposes, exist within Bonterra Section 1, as shown on the Plat.
4. Reserves “H” and “I”, a portion of which is currently planned for development as Recreational Sites, as defined herein and shown on the Plat, exist or may exist within the Subdivision. Such Recreational Sites may include, by way of illustration and not limitation, clubhouse parking, tennis and aquatics. Further, such Recreational Sites may be illuminated for nighttime activities. At the time the Original Declaration was recorded, restricted Reserves “H” and “I” were set

forth on the Section 1 Plat. The land comprising restricted Reserves “H” and “I” has been re-platted and is now included in Bonterra at Woodforest Section 3, as set forth in detail on the Bonterra at Woodforest Section 3 Plat and the Section 3 IURD which have been or will be recorded in the Official Public Records of Montgomery County, Texas.

5. A community trail system exists or may exist within the Subdivision. The community trail system may extend through reserves owned by the Association, by a special purpose district, or by another entity, and may be maintained by the Association or another entity.
6. Surrounding uses and conditions exist or may exist within or in proximity to the Subdivision, including commercial uses (which may include, but are not limited to, hotels, conference centers, restaurants, urban shopping centers and markets, medical and institutional facilities, large corporate campuses, multi-family uses, as well as land that is not owned by Declarant or the Association).
7. Adjacent land that is not owned by the Association or Declarant exists in proximity to the Subdivision, outside of the platted area.
8. A storm sewer easement and drainage easement exist or may exist within a portion of Restricted Reserve “A”, as well as outside the platted area common to Restricted Reserve “A”, and within a portion of Restricted Reserve “D” within Bonterra Section 1, as shown on the Plat and more particularly described in that instrument recorded under Clerk’s File Number 2013-107306 of the Montgomery County Official Public Records of Real Property.
9. A 20’ overhead electric line easement, as shown on the Plat and more particularly described in that instrument recorded under Clerk’s File Number 2013-124604 of the Montgomery County Official Public Records of Real Property exists or may exist along the north-easterly perimeter of Bonterra Section 1, inside the platted area and within Reserves “H” and “I”.

Owners and Occupants are advised that there may be potentially dangerous conditions that exist within or near portions of the Subdivision, such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, standing water, murky water, erosion, instability of natural topography, insects, reptiles, and animals. It is possible for some or all of these conditions to extend into the Lots within the Subdivision. Each Owner and Occupant of any Lot, and every person entering the Subdivision (i) acknowledges that there are plants and wildlife that are indigenous to the area and are not restrained or restricted in their movements within or throughout the Subdivision; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Subdivision. Neither the Association, Declarant, any successor declarant, Woodforest Association, WDI Owner, nor the partners, affiliates, officers, directors, agents, or employees of any of the foregoing, have any duty to take action to control, remove, or eradicate any plant or wildlife in the Subdivision, nor do they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or throughout the Subdivision.

OWNERS AND OCCUPANTS OF LOTS WITHIN THE SUBDIVISION AGREE TO HOLD HARMLESS DECLARANT, THE ASSOCIATION, WOODFOREST ASSOCIATION, AND WDI OWNER, INCLUDING THEIR RESPECTIVE DIRECTORS AND OFFICERS, AND RELEASE THEM FROM ANY LIABILITY FOR THE EXISTENCE, PLACEMENT, CONSTRUCTION, DESIGN, OPERATION, REPLACEMENT, AND MAINTENANCE OF THE CONDITIONS AND AGREE TO INDEMNIFY SUCH RELEASED PARTIES FROM ANY LIABILITY RELATED TO SUCH OWNER'S OR OCCUPANT'S USE OF, OR PROXIMITY TO, THE CONDITIONS.

Each Owner and Occupant of a Lot within the Subdivision acknowledges and understands that the Association, Declarant, Woodforest Association, and WDI Owner are not insurers and that each Owner and Occupant assumes any risks for loss or damage to persons and property. Each Owner and Occupant of a Lot within the Subdivision further acknowledges that the Association, Woodforest Association, their directors, officers, managers, agents, and employees, Declarant, WDI Owner, and any successor declarant have made no representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, water clarity, safety, any use, or any future change in use of the Conditions. Declarant, the Association, Woodforest Association, and WDI Owner are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Conditions within the Subdivision.

Owners of Lots within the Subdivision grant an easement to Declarant and the Association, including their respective designees, for any incidental noise, lighting, odors, and visibility of the Conditions, as well as traffic that may occur due to the Conditions. There is further reserved for Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Conditions for water and overspray of any products used to control vegetation within the Conditions.

Owners and Occupants of Lots that are located in proximity to the Conditions must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Conditions. **ANY OWNER OR OCCUPANT PERMITTING OR CAUSING SUCH INFILTRATION MUST INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, INCLUDING ITS DIRECTORS AND OFFICERS, FOR ALL COSTS OF CLEAN UP AND REMEDIATION NECESSARY TO RESTORE THE CONDITIONS TO THEIR CONDITION IMMEDIATELY PRIOR TO ANY SUCH INFILTRATION.**

Owners of Lots located in proximity to the Recreational Sites ("*Affected Lots*") are subject to the risk of damage or injury due to errant sports balls and the use of improvements (if any) existing within the Recreational Facilities. Owners of Affected Lots, their successors, and assigns, assume the risk of damage and injury and release the Association, Declarant, , Woodforest Association, WDI Owner, and their agents, employees, officers, directors, successors, and assigns, from any liability for damage or injury caused by errant sports balls in, on, or around the Recreational Facilities and the use and improvements (if any) of the Recreational Facilities.

ARTICLE IX. DEED RESTRICTION ENFORCEMENT

A. Authority to Promulgate Rules, Policies and Guidelines

The Board has the authority, without the obligation, to promulgate, make, modify, amend, cancel, limit, create exceptions to, and enforce reasonable rules, policies, and Guidelines, including but not limited to rules and policies concerning the administration of the Property, the enforcement of the Dedicatory Instruments, the use and enjoyment of the Property, limitation on the use of the Common Area, establishing and setting the amount of fines for violations of the Dedicatory Instruments, and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules, policies, and Guidelines shall be binding upon all Owners and Occupants, if any. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

B. Attorney’s Fees and Fines

In addition to all other remedies that may be available, after giving notice and an opportunity to be heard as may be required by §209 of the Texas Property Code, as same may be amended from time to time, the Association has the right to collect attorney’s fees and/or fines as set by the Board from any Owner that is in violation of the Dedicatory Instruments, any applicable IURD or amendments, any Guidelines, or any other rule or regulation promulgated by the Board pursuant to the provisions set forth herein. Said attorney’s fees and fines shall be added to the violating Owner’s Assessment account and shall be secured by the continuing lien on the Lot.

C. Remedies

Every Owner shall comply with all provisions of the Dedicatory Instruments. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Board has the authority, but not the obligation, to enforce the covenants, conditions and restrictions contained in the Dedicatory Instruments, and to regulate the use, maintenance, repair replacement, modification, and appearance of the Subdivision, and may avail itself of any and all remedies provided in the Dedicatory Instruments and local, state and federal law. Notwithstanding anything contained herein to the contrary, the Board shall have no duty, legal or otherwise, to institute legal or other proceedings on behalf of or in the name of an Owner.

The decision to pursue enforcement action in any particular case shall be left to the Board’s discretion. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association’s position is not strong enough to justify taking any or further action;
- (ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association’s resources; or

- (iii) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such decision shall not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any Dedicatory Instrument.

D. Enforcement by Owners

Each Lot Owner is empowered to enforce the covenants, conditions and restrictions contained in the Dedicatory Instruments; provided, however, no Owner shall have the right to enforce the lien rights retained in this Declaration in favor of the Association and/or other rights, regarding Assessments, fines, or other charges retained by the Association or the Woodforest Association.

E. Self Help

"Self Help" shall mean the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to enter upon a Lot and cause to be performed any of the Owner's maintenance and repair obligations, or acts required by that Owner to bring his/her Lot into compliance with the Dedicatory Instruments, if said Owner fails to perform same after written demand from the Board. Except in the case of emergency situations, the Association must give the violating Owner a minimum of 5 days written notice (calculated using the date reflected on such notice) of its intent to exercise Self Help. The Board has the sole discretion to determine whether any given situation constitutes an emergency.

Self Help also includes the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to cause the removal of any unapproved item placed upon the Common Area or Area of Common Authority by an Owner or Occupant, including, by way of illustration and not limitation, storage pods, trailers, recreational vehicles, boats, or construction materials. Notwithstanding the 5-day written notice provision set forth above, the Association may, but is not required to, provide written notice to a violating Owner or Occupant prior to the exercise of Self Help to remove an unapproved item placed upon the Common Area or Area of Common Authority by an Owner or an Occupant.

In exercising its Self Help remedy, the Association shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of Self Help, nor in any way shall the Association or its agent be liable for any accounting or other claim for such action. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with the Dedicatory Instruments, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties.

Subject to any notice that may be required by law, any costs incurred by the Association in the exercise of its Self Help remedy shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. Subject to any

notice that may be required by law, the costs incurred by the Association in exercising its Self Help remedy, which costs may include by way of illustration and not limitation, the actual costs incurred by the Association and an administrative fee set by the Board, may be charged to the subject Owner's Assessment account and shall be supported by the continuing lien created herein.

ARTICLE X. ARCHITECTURAL STANDARDS

NOTE WELL: The provisions of this Article are broad and sweeping and an extremely wide range of activities are regulated hereby. Owners are advised to review this Article and the Guidelines carefully to ensure that they comply with all of the requirements before commencing any work or engaging in any activity on or in connection with their Lot or Dwelling to ensure they comply with all of the provisions set forth herein and in the Guidelines. Work commenced, performed, or completed without prior approval as required herein, in the Guidelines, or otherwise in violation of the terms of the Dedicatory Instruments, or applicable law may subject the Owner of the Lot to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the Lot and/or Dwelling be restored to its original condition. All references herein to ASC approval shall mean the prior written approval of the ASC.

Owners are hereby put on notice that all plans must first be approved by the ASC. Additionally, upon approval by the ASC of all plans and specifications for initial construction of a Dwelling, such plans and specifications must be submitted by the ASC to the Woodforest ARC for further review and approval (unless the rights of approval are assigned from the Woodforest ARC to the ASC). The approval or denial of plans by the Woodforest ARC shall control over the decision rendered by the ASC.

A. Architectural Standards Committee - "ASC"

The ASC shall be a committee of the Board. In the absence of a designation by the Declarant, the initial ASC shall be composed of the individuals designated as the initial members of the Board as set forth in the Association's Certificate of Formation; provided however, the Declarant shall have the sole authority to designate all members of the ASC who need not be members of the Board. One member of the ASC may be designated as representative to act on behalf of the ASC. During the Development Period, the Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. At any time prior to the happening of the ASC Turnover (defined below), Declarant may, without obligation, assign to the Board, or to such other person Declarant deems appropriate, all or a portion of Declarant's ASC rights or the responsibility for review and approval of modifications to existing Dwellings.

Declarant has the right of ASC appointment and removal until the first to occur of the following (the "*ASC Turnover*"):

1. the Declarant no longer owns any portion of the Property, or
2. the Declarant relinquishes, in writing, its authority over ASC appointment.

Upon the ASC Turnover, the Board of the Association shall have the right to replace such ASC members by duly appointing Owners who are Members in Good Standing with the Association. Provided, however, the Board may not appoint to the ASC an Owner who is (i) a current Board member, (ii) a current Board member's spouse, or (iii) a person residing in a current Board member's household. After the ASC Turnover, the Board reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment shall be at the sole authority and discretion of the Board. The Board shall have the right to review any action or non-action taken by the ASC and shall be the final authority as to all ASC matters, including aesthetics and determination of the Community Wide Standard.

The ASC shall have the authority, but not the obligation, to delegate review and approval or denial of plans for modifications of existing improvements within the Subdivision to a Modifications Committee. The members of the Modifications Committee shall be appointed, and may be removed, by the Declarant during the Development Period, and thereafter by the Board. A denial by the Modifications Committee, if it is created, may be appealed to the ASC.

Guidelines may be promulgated and amended by the Declarant during the Development Period. After the expiration of the Development Period, Guidelines may be promulgated and amended by Board. Guidelines, and any amendments thereto, shall require the joinder of WDI Owner during the Development Period for Woodforest (as defined in by the Texas Property Code), and upon the expiration thereof, the joinder of the Woodforest Association. Provided however, any such amendments shall not be applied retroactively to reverse a prior approval granted by the ASC or the Board to any Owner. Guidelines may be modified or amended as deemed necessary and appropriate for the orderly development of the Subdivision, including, but not limited to, those portions of the Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. Subject to the provisions herein, there shall be no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner as any Dedicatory Instrument. Further, different Guidelines for additional property that may be annexed into the Property may be promulgated.

B. ASC Approval Required

No buildings, Hardscape, additions, modifications (including tree removal) or improvements shall be erected, placed or performed on any Lot until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ASC as hereinafter provided. Builders may submit their design plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color that may be used when building each design. The failure of the ASC to approve submitted plans and specifications for the construction of improvements within thirty (30) days after the receipt thereof will be deemed to be a decision by the ASC denying the application. After the ASC Turnover, a decision by the ASC to deny an application by an Owner for the construction of

improvements may be appealed to the Board. The ASC will provide written notice of the denial to the Owner and the Board will hold a hearing in accordance with Texas Property Code §209.00505 or its successor statute.

In no case may construction begin prior to approval of plans by the ASC. If plans are disapproved, no construction can commence until revised plans are submitted and approved by the ASC. The Board has the right to establish and charge a review fee, to be paid at the time of submittal of plans and any revisions. If a fee is set and not paid, the thirty (30) day time period set out herein shall not begin to run until the fee is paid.

The ASC is hereby vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the Owner requesting same is not a Member in Good Standing. The Board, on behalf of the ASC, may retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the Board, experienced or qualified to review same, who may then render an opinion to the ASC or Board. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof.

The Board shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Lot, where such actions have not first been reviewed and approved, constitute a violation of the Dedicatory Instruments or any other documents promulgated by the Board pursuant to the provisions set forth herein. Written notice may be delivered to the Owner, or any agent or contractor with apparent authority to accept same, and such notice shall be binding on Owner as if actually delivered to Owner. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Lot into compliance with the Dedicatory Instruments and any plans and specifications approved by the ASC for construction on that Lot. If an Owner proceeds with construction that is not approved by the ASC, or that is a variance of the approved plans, the Association may assess fines as provided for herein, and may continue to assess such fines until ASC approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each Owner acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the improvements involved; however, the ASC may refuse to approve similar proposals in the future.

The Board or its agents or assigns shall have the right, but not the obligation, to enter any Lot to determine if violations of this Declaration, the Guidelines, or any other Dedicatory Instrument exist. In so doing, the Board or its agents or assigns shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

The ASC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and no more than nine (9) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved. Plan approval shall be effective for twelve (12) months after issued by the ASC. If no construction has been commenced within the twelve (12) month period after ASC approval, the plan approval shall expire, and plans must be re-submitted prior to commencement of construction.

C. Building Setbacks

No Dwelling or other structure shall be erected nearer to any street or property line than as established herein, in an IURD, in the Guidelines, in the applicable plat or other Dedicatory Instrument. In the event there is a conflict between the Guidelines, this Declaration, or any other documents imposed upon the Property that contains a setback requirement, and the applicable plat, the more restrictive will control. Notwithstanding anything to the contrary herein, in no case shall any setback on any Lot be less than the width of any easement existing on a Lot, as shown on the applicable plat. Any setback established by the applicable plat shall control, if said setback is more restrictive than the setback established in this Declaration. All Dwellings shall be oriented to the front of the Lot. Unless otherwise provided on the applicable plat or other Dedicatory Instrument, no Dwelling shall be built within five (5) feet of a side Lot line. Unless otherwise provided on the applicable plat or other Dedicatory Instrument, all Lots shall have a minimum rear setback of the greater of ten feet (10') or the width of any easement.

D. Landscaping

All open, unpaved space in the front and at the sides of a Lot, shall be planted and landscaped. Landscaping in accordance with the plans approved by the ASC must be installed prior to occupancy of any Dwelling constructed on the Property.

Any significant changes in the existing landscaping on any Lot must have prior written approval from the ASC.

Notwithstanding anything contained herein to the contrary, landscaping minimum standards may be established in the Guidelines. The ASC shall have discretion to determine if, as, or when the landscaping on a Lot does not meet the minimum standards established in the Guidelines.

E. Grading and Drainage

Topography of each and every Lot must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Lot itself or any other Lots, whether adjacent to the subject Lot or not, or to the Common Areas. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Lot, or because of excess runoff shall be liable to all such

damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owners shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

F. Temporary Structures

Temporary structures may only be erected on undeveloped Property by Builders or the Declarant with the prior written approval of the ASC, or the Declarant. Even temporary structures shall be maintained in good condition and all construction debris shall be contained to the site. Time limitations for such structures are limited to the period of active and exclusive construction and sales within the Subdivision.

G. Garages

Dwellings must at all times have either attached or detached garages. Garages are required to maintain fully operational overhead doors which are in good condition at all times. No garages may be used for or converted to a living area. Garage doors shall remain closed at all times, except to the limited extent reasonably necessary to permit entry or exit of vehicles or persons.

H. Minimum Square Footage

All Dwellings must contain a minimum number of square feet of living area which shall not include porches, garages or non-air conditioned areas. Varying minimum and maximum square footage requirements may be set forth in a Dedicatory Instrument or Guidelines. Care should be taken to verify the required minimum and maximum square footage before submitting any application to the ASC.

Notwithstanding anything contained herein to the contrary, the Declarant hereby reserves the right to develop the Subdivision, and/or any additional property which may be subjected to this Declaration, in any manner consistent with residential use, including but not limited to Dwellings which may contain higher or lower square footage requirements in other portions of the Subdivision.

ARTICLE XI. MAINTENANCE

A. General Maintenance

Each Owner shall maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements, including driveway and its apron portion forward of the building line comprising the Lot. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked or damaged in any manner. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive.

B. Landscaping

The Association shall maintain the forest buffers located throughout the Subdivision in a manner keeping with the natural forested environment existing throughout Bonterra at Woodforest and the Woodforest developments. Additionally, the Association shall maintain all landscaping, grass or vegetation in the front yard of a Lot that is not within the fenced area of a Lot, and the unfenced front and side yards of corner Lots (collectively, the “Maintained Area”). Maintenance of the Maintained Area means mowing, edging, and blowing. The Association may, but is not obligated to, include one or more of the following services for the Maintained Area:

1. Weeding;
2. Fertilizing the turf and beds;
3. Performing pre and post-emergent weed control within the turf areas;
4. Pruning and fertilizing shrubs;
5. Performing insect, disease, and weed control on all shrubs;
6. Mulching trees, shrubs, and bed areas; and
7. Performing fire ant control.

Each Owner hereby grants to the Association and its designees an easement over and across such Owner’s Lot for the purpose of maintenance of landscaping, grass or vegetation within the Maintained Area. The Association or its agents shall be authorized to enter upon any Lot to conduct such maintenance, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, and maintenance nor in any way shall the Association or its agents be liable for any accounting or other claim for such action. All landscaping on an Owner’s Lot not performed by the Association pursuant to this Section is the responsibility of the Owner, which responsibility includes (i) the repair or replacement of any landscaping on an Owner’s Lot, including within the Maintained Area, and (ii) the maintenance of all landscaping, grass and vegetation that is within the fenced area of a Lot.

In the event an Owner fails to maintain all landscaping, grass or vegetation on the Owner’s Lot in a manner consistent with the Community Wide Standard established within the Property and satisfactory to the Board, the Board, after notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, shall have the right, but not the obligation, through its agent, contractors and/or employees, to exercise its Self Help remedy to bring the Owner’s Lot into compliance with this provision.

C. Dwelling and Improvement Exteriors

In the event any Owner of any Lot fails to maintain the exterior of the Lot or improvement (including but not limited to the exterior of the Dwelling, improvement or other

structures and the parking areas) in a manner consistent with the Community Wide Standard established within the Property as solely determined by the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Lot and to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

D. Other Hazards

To the extent necessary to prevent pest infestation, diminish fire hazards and/or diminish hazards caused by structural damage, the Association shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling or other improvement located upon such Lot, without notice to take the action necessary to prevent such pest infestation, diminish such fire hazards or diminish hazards caused by structural damage at the Owner's expense. Any such expenses, including administrative fees set by the Board, incurred by the Association shall be secured by the continuing lien created herein.

E. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the exercise of its Self Help remedy, including the performance of the exterior maintenance, landscaping or other work authorized in this Declaration. The cost, including administrative fees set by the Board, of such exterior maintenance, interior hazard diminution and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall become part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternately, the Association or any Owner of a Lot may bring an action at law or in equity to cause the Owner to bring said Lot into compliance with these restrictions.

All Owners' replacement, repair and restoration practices as to the improvements on Property within the Subdivision are subject to the prior written approval of the ASC and must comply with all Guidelines which may change from time to time, as found necessary and appropriate in the sole discretion of the Board.

F. Casualty Losses

It shall be the Owner's obligation to have repaired or reconstructed any damage or destruction to their Dwelling or Lot. If a Dwelling, landscaping, outbuilding or any other improvement located on a Lot is damaged by fire, storm, or any other casualty, the Owner shall bring the affected Lot and all improvements thereon, as applicable, into compliance with the Dedicatory Instruments within six (6) months of the date of the casualty, pursuant to the architectural requirements and approval process set forth in the Dedicatory Instruments. Regarding Dwellings that are totally destroyed due to casualty, the Owner(s) of such Dwellings must have the Dwellings or damaged portions of the Dwellings razed within ninety (90) days of the date of the casualty and replaced within twelve (12) months of the date of the casualty, subject to ASC prior written approval.

ARTICLE XII. VARIANCES

The Board, or its duly authorized representative, may authorize variances from compliance with any of the architectural provisions of this Declaration or Dedicatory Instrument, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be approved by at least a majority of the Board, and shall become effective upon execution. The variance must be signed by a member of the Board and recorded in the real property records of Montgomery County, Texas. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration and/or the Dedicatory Instruments shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration and/or the Dedicatory Instruments for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance shall be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration and/or the Dedicatory Instruments. Action of the Board in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

ARTICLE XIII. LIMITATION OF LIABILITY

NEITHER DECLARANT, THE ASSOCIATION, THE ASC, THE BOARD, THE WOODFOREST ARC, NOR ANY OF THE RESPECTIVE OFFICERS, AGENTS, MANAGERS, PARTNERS, DIRECTORS, SUCCESSORS OR ASSIGNS OF THE ABOVE, SHALL BE LIABLE IN DAMAGES OR OTHERWISE TO ANYONE WHO SUBMITS MATTERS FOR APPROVAL TO ANY OF THE ABOVE-MENTIONED PARTIES, OR TO ANY OWNER AFFECTED BY THIS DECLARATION BY REASON OF MISTAKE OF JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OR DISAPPROVE ANY MATTERS REQUIRING APPROVAL HEREUNDER. APPROVAL BY THE ASC, THE BOARD, THE ASSOCIATION, THE WOODFOREST ARC, OR ANY OF THEIR RESPECTIVE OFFICERS, PARTNERS, DIRECTORS, AGENTS, MANAGERS, SUCCESSORS OR ASSIGNS, IS NOT INTENDED AS ANY KIND OF WARRANTY OR GUARANTEE AS TO THE INTEGRITY OR WORKABILITY OF THE PLANS NOR THE CONTRACTORS USED.

ARTICLE XIV. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot, by virtue of ownership of Property within the Subdivision, covenant and agree to pay all applicable assessments and any fines, penalties, interest and costs as more particularly set forth in this Declaration, the Woodforest Declaration, and any applicable Dedicatory Instrument, including but not limited to the following:

1. Annual Assessment
2. Special Assessment
3. Capitalization Fee
4. Woodforest Capitalization Fee
5. Foundation Fee
6. Woodforest Association Annual Assessment

The Annual Assessment, Special Assessment, Capitalization Fee, Woodforest Capitalization Fee, Foundation Fee and Woodforest Association Annual Assessment, each described hereinbelow, together with attorney's fees, late fees, interest, costs, and any other charge authorized by this Declaration or other Dedicatory Instrument (collectively the "Assessment") shall be a charge and continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with attorney's fees, late fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the land at the time when the Assessment became due. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association, Board or Woodforest Association to take some action or perform some function required to be taken or performed by the Association, the Board or Woodforest Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The obligation to pay Assessments is a separate covenant on the part of each Owner of a Lot.

As noted in Article I hereinabove, the Annual Assessment, Special Assessment and Capitalization Fee are collectively referred to herein as the "Bonterra Assessments". The Woodforest Capitalization Fee, Foundation Fee and Woodforest Association Annual Assessment are collectively referred to herein as the "Woodforest Assessments". With regard to the lien set forth hereinabove, the Association's lien rights pertain to the Bonterra Assessments, and the Woodforest Association's lien rights pertain to the Woodforest Assessments. Provided, however, the Woodforest Association's lien rights are superior to the Association's liens rights, as more specifically set forth hereinafter. The Woodforest Assessments are more specifically addressed hereinafter.

B. Purpose of Bonterra Assessments

Bonterra Assessments levied by the Association shall be used for any legal purpose for the benefit of the Subdivision as determined by the Board and, in particular, may, by way of example and not limitation or obligation, include mandatory payment of the Woodforest

Association Annual Assessments, maintenance, repair or improvement of any Common Area, sidewalks, pathways, entry gates installed as a controlled access system, fountains, parkways, private streets and roads, boulevards, esplanades, setbacks and entryways, patrol service, street cleaning, street lighting, mosquito control, landscape architecture, greenbelts, fences or walls, regulatory signage or directional signage, signalization, special pavement markings, entrances and entrance monuments, public or private art or sculptures, other services as may be in the Property's and Owners' interest and all buildings, services, improvements and facilities deemed necessary or desirable by the Board in connection with the administration, management, control and operation of the Subdivision. The Association may, in its sole discretion, give one or more of the purposes set forth herein preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members. Parkways, fountains, private streets, roads, esplanades, setbacks and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members. Such share agreements for maintenance and improvement shall require the consent of a majority of the total number of directors of the Association. Additionally, Bonterra Assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association's fair allocation for maintenance costs for the participation in any agreement among other property owners associations in the area and for consolidated programs that provide consistency and economy of scale. Approval to enter such agreements shall require a majority vote of the Board.

C. Bonterra Assessments: Annual Assessment

The Lots within the Subdivision shall be subject to the Annual Assessment, as follows:

1. Creation

Payment of the Annual Assessment shall be the obligation of each Owner, subject to the provisions below, and shall constitute a lien on the Lot, binding and enforceable as provided in this Declaration.

2. Rate

The Annual Assessment established by the Association for 2023 is \$2,250.00 per Lot. The amount of the Annual Assessment may be adjusted pursuant to the terms set forth hereinafter.

Declarant shall elect annually to pay the deficit between the total approved operating budget for the year less the total amount due by Class A Members (the "Deficit"), or elect to pay Annual Assessments, so long as there is a Deficit, at the rate of fifty percent (50%) of the amount assessed Class A Members for each Lot owned. Notwithstanding anything contained herein to the contrary, the Declarant is hereby vested with the authority, without the obligation, to elect to pay the lesser of the options set forth in the previous sentence, even if the option selected results in the Declarant owing nothing. The Declarant's obligation to fund the deficit shall automatically terminate without further action or consent by any party, when Declarant no longer owns a Lot.

Declarant is required to provide written notice to the Board each year by September 1st of the elected option. Failure to provide such notice will result in Declarant being billed in the manner of the last option taken by Declarant. If no option has ever been taken by Declarant, then Declarant shall be billed the difference between the total approved operating budget for the year less the total amount due by Class A Members.

A Builder, other than the Declarant, shall be responsible to pay one hundred percent (100%) of the Annual Assessment of other Lot Owners, for the period of time that the Builder owns a Lot. Notwithstanding anything contained herein to the contrary, any Lot being used by Declarant as a model home or sales office Lot shall not be subject to any Assessments. Upon conveyance of such model home or sales office Lot to a purchaser, said Lot shall thereafter be subject to all Assessments and charges provided for in this Declaration and as secured by the liens created herein or created in the Woodforest Declaration.

3. Commencement

For purposes of calculation, the initial Annual Assessment for a Lot shall commence on the date of closing. Annual Assessments shall be due in advance on January 1st for the coming year and shall be delinquent if not paid in full as of January 31st of each year.

4. Proration

An Owner's initial Annual Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the commencement date described above. The Annual Assessment for any year after the first year shall be due and payable on the first day of January. Any Owner who purchases a Lot or Lots after the first day of January in any year shall be personally responsible for a pro-rated Annual Assessment amount for that year.

5. Levying of the Annual Assessment

The Annual Assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then-current Annual Assessment to pay the Woodforest Association Annual Assessment and to reasonably meet the expenses for providing services and capital improvements in the Subdivision and may, at its sole discretion and without a vote by the Members, increase the Annual Assessment in an amount up to ten percent (10%) annually. The Annual Assessment may only be increased by more than ten percent (10%) annually if such increase is approved by Owners of a majority of the Lots present, in person or by proxy, at a meeting called for said purpose at which a quorum is present in person or by proxy. The Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Owners a majority of the votes Lots subject to such Annual Assessments present at a meeting called for said purpose at which a quorum is present in person or by proxy.

Annual Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early or similar time/price and method of payment differentials. The Board may require advance payment of Annual Assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment.

The annexation of all or a portion of property adjoining the Subdivision may result in the Board adjusting the rate of Annual Assessments to be charged to the annexed property such that the adjusted Annual Assessments may not be uniform with the Annual Assessments being charged to other Owners. The Board shall have the absolute discretion to determine any such adjustment on a case-by-case basis.

D. Bonterra Assessments: Special Assessment

In addition to the Annual Assessment authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, modification, repair or replacement of a capital improvement in the Common Area or any unbudgeted expenses or expenses in excess of those budgeted, unusual, infrequent expense benefiting the Association, provided that any such Special Assessment shall have the approval of both (i) the Owners of a majority of the Lots present at a meeting duly called for this purpose at which a quorum is present in person or by proxy; and (ii) the written approval of the Declarant during the Development Period. Such Special Assessments will be due and payable as determined by the Board and shall be levied only against those Owners subject to the Annual Assessment as set forth hereinabove and shall be prorated in accordance therewith. The Association, if it so chooses, may levy a Special Assessment against only those Lots benefited by or using the capital improvement for which the Special Assessment is being levied. Special Assessments shall be due upon presentation of an invoice, or copy thereof, for the same to the last-known address of the Owner. Declarant and WDI Owner shall not be obligated to pay Special Assessments.

E. Bonterra Assessments: Capitalization Fee

Each purchaser of a Lot within Bonterra at Woodforest, other than Declarant, hereby covenants and agrees to pay the Association a capitalization fee, which shall be an amount equal to one hundred percent (100%) of the then-current Annual Assessment (“Capitalization Fee”), unless otherwise determined by the Board. The Capitalization Fee shall not be prorated. For illustrative purposes only, if the then-current Annual Assessment is set at \$1,912.50 per Lot, the Capitalization Fee would equal \$1,912.50 per Lot for such year. The Capitalization Fee shall be secured by the continuing lien set out herein and shall be collected pursuant to the provisions in this Declaration. This amount shall be in addition to, not in lieu of, the Annual Assessment and shall not be considered an advance payment of such Annual Assessments. The transferring Owner, other than Declarant, shall notify the Association’s Secretary, or managing agent, of a pending title transfer at least seven (7) days prior to transfer. Such notice shall include the name of the purchaser, the date of title transfer, and other information the Board may require.

The Capitalization Fee may be used by the Association for any purpose, which in the Association’s sole discretion is for the benefit of the Subdivision, including, but not limited to,

maintenance of the lakes, ponds, and other bodies of water, installation, maintenance and improvement of Recreation Sites and the facilities located thereon, maintenance of gates, fences, and/or monuments, if any, which in the Association's sole discretion, benefit the Subdivision, and/or placement of such Capitalization Fee in a reserve account.

F. Collection and Remedies for Bonterra Assessments

1. The Bonterra Assessments provided for in this Declaration, together with attorneys' fees, interest, late fees and costs as necessary for collection, shall be a charge on and a continuing lien upon the land in favor of the Association against which each such Bonterra Assessment is made. Each such Bonterra Assessment, together with attorney's fees, interest, late fees, and costs, shall also be the personal obligation of the Owner of the Lot at the time the Bonterra Assessment became due.

2. Any Bonterra Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (1) eighteen percent (18%) or (2) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the Bonterra Assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the Bonterra Assessments hereby levied, a lien is hereby reserved in favor of the Association in each deed from the Declarant to the Owner of each Lot in the Subdivision, which lien may be foreclosed upon by the Association pursuant to the laws of the State of Texas; each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

4. The President of the Association, or his or her designee, is hereby appointed Trustee to exercise the Association's power of sale. Trustee shall not incur any personal liability hereunder except for his or her own willful misconduct.

5. Although no further action is required to create or perfect the lien, the Association may, as further evidence give notice of the lien, by executing and recording a document setting forth notice that delinquent sums are due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. If required by law, the Association shall also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

6. In the event the Association has determined to foreclose its lien provided herein, and to exercise the power of sale hereby granted, such foreclosure shall be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained herein

to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established herein, including but not limited to nonjudicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association, Woodforest Association or any Owner, shall have the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period such foreclosed Lot is owned by the Association following foreclosure, 1) no right to vote shall be exercised on its behalf; and, 2) no Assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of Bonterra Assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each Occupant of any such Lot foreclosed on and each Occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

G. Subordination of the Lien to Purchase Money Mortgages

The lien for Bonterra Assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any purchase money mortgage on any Lot. The sale or transfer of any Lot shall not affect the lien. The sale or transfer shall not relieve such Lot from lien rights for any Bonterra Assessments thereafter becoming due. Where the mortgagee holding a purchase money mortgage of record or other purchaser of a Lot obtains title pursuant to foreclosure of the mortgage, it shall not be liable for the share of the Bonterra Assessments or other charges by the Association chargeable to such Lot that became due prior to such acquisition of title. However, from the date of foreclosure forward, such Bonterra Assessments shall again accrue and be payable to the Association.

H. Notice of Delinquency

When the Association or its agent or designee gives a written notice of the Bonterra Assessment to any Owner who has not paid an Assessment that is due under this Declaration, such notice will be mailed to the Owner's last known address. The address of the Lot shall be presumed to be the address for proper notice unless written notice of another address has been provided by the Owner to the Association.

ARTICLE XV. WOODFOREST ASSOCIATION

In addition to the obligation of Owners to pay Bonterra Assessments as established herein, each Owner and Lot is additionally obligated to pay the Woodforest Assessments, which are supported by a lien retained in favor of the Woodforest Association. Said Woodforest Association's lien is superior to the lien retained in favor of the Association. Additionally, the Woodforest Association shall have the superior right, without the obligation, to enforce or compel the Association to enforce all covenants, conditions and restrictions established herein.

The Association shall pay the Woodforest Association Annual Assessment on behalf of Owners as set forth below.

Notwithstanding the foregoing or anything in this Declaration to the contrary, Owners and Occupants of Dwellings within Bonterra at Woodforest are not members of the Woodforest Association; provided, however, that the amenities that are owned or administered by the Woodforest Association will be open to the Bonterra at Woodforest Owners and Occupants of Dwellings.

A. Woodforest Assessments: Woodforest Association Annual Assessment

The Lots shall be subject to the Woodforest Association Annual Assessment, as follows:

1. Creation

Payment of the Woodforest Association Annual Assessment shall be the obligation of each Owner, including the Declarant, and shall constitute a lien on the Lot(s), binding and enforceable as provided in this Declaration and the Woodforest Declaration. The Association shall collect the Woodforest Association Annual Assessment from each Owner and the Declarant and remit same to the Woodforest Association.

2. Rate

The Woodforest Association Annual Assessment established by the Woodforest Association shall not exceed fifty percent (50%) of the then-current annual assessment charged to members of the Woodforest Association not owning property in this Subdivision. For illustrative purposes only, if the current annual assessment charged to members of the Woodforest Association not owning property in this Subdivision is \$975.00 per Lot, the Woodforest Association Annual Assessment established by the Woodforest Association (and charged to Lots within Bonterra at Woodforest) could not exceed \$487.50 per Lot.

The Woodforest Association Annual Assessment for 2023 is \$695.75 per Lot.

3. Commencement

Woodforest Association Annual Assessments shall be due in advance on February 1st for the coming year and shall be delinquent if not paid in full as of March 1st of each year, subject to proration as set forth below, as applicable.

4. Proration

The initial Woodforest Association Annual Assessment for a Lot shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the date of closing. The Woodforest Association Annual Assessment for any year after the first year shall be due and payable on the first day of February. The Association shall be obligated to pay the Woodforest Association Annual Assessment on

behalf of an Owner who purchases a Lot or Lots after the first day of February in any year on a pro-rated basis for that year.

5. Levying of the Woodforest Association Annual Assessment

Subject to the limitations set forth in this Article, the Woodforest Association Annual Assessment shall be levied at the sole discretion of the Woodforest Association. The Woodforest Association Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Members representing a majority of the votes subject to such Woodforest Association Annual Assessment present at a meeting called for said purpose at which a quorum is present in person or by proxy.

The Woodforest Association Annual Assessment shall be paid in such manner and on such dates as the Board of Directors of the Woodforest Association may establish, which may include discounts for early payment or similar time/price and method of payment differentials. The Board of Directors of the Woodforest Association may require advance payment of the Woodforest Association Annual Assessment at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment.

B. Woodforest Assessments: Woodforest Capitalization Fee

Upon acquisition of record title to a Lot by Declarant from WDI Owner, a contribution shall be made by or on behalf of Declarant to the Woodforest Association in an amount equal to the Woodforest Association Annual Assessment for such Lot for that year (“Woodforest Capitalization Fee”). The Woodforest Capitalization Fee shall not be prorated. For illustrative purposes only, if the Woodforest Association Annual Assessment is set at \$487.50 per Lot for a particular year, the Woodforest Capitalization Fee would equal \$487.50 per Lot for such year. The Woodforest Capitalization Fee is supported by a lien retained in favor of the Woodforest Association. Said Woodforest Association lien is superior to the Assessment lien created herein.

C. Woodforest Assessments: Foundation Fee

Owners of Lots are hereby put on notice that the Owners are subject to the obligation to pay a Foundation Fee (as more particularly described in the Woodforest Declaration) to the Woodforest Association, as set forth in the Woodforest Declaration, as same has been or may be amended from time to time. All Lots are held, transferred, sold, conveyed, used and occupied subject to the following covenants and conditions by which the Foundation Fee has been established.

1. Obligation to pay Foundation Fee

Foundation Fees shall be levied on every real estate transaction as set out below.

(a) Authority

The Woodforest Association shall have the authority to establish and collect a Foundation Fee upon the transfer of title to a Lot within the Subdivision as set forth hereinafter (except transfers which are specifically hereafter exempted). Such Foundation Fee shall be payable to the Woodforest Association at the closing of the transfer of the Lot and shall be secured by the Woodforest Association's lien for Foundation Fees under this Article. The transferring Owner shall notify the Woodforest Association's Secretary of a pending title transfer at least seven days prior to the transfer. Such notice shall include the name of the transferee, the date of title transfer, and other information as the Woodforest Association may require.

(b) Creation

Payment of the Foundation Fee shall be the obligation of each Owner as set forth herein and shall constitute a lien on the Lot(s), binding and enforceable as provided in this Declaration and the Woodforest Declaration.

(c) Levying of the Foundation Fee

The Woodforest Association from time to time shall determine the amount of the Foundation Fee for Lots. The Foundation Fee may be based upon a sliding scale which varies in accordance with the "Gross Selling Price" of the Lot or another factor as determined by the Woodforest Association. For the purpose of determining the amount of the Foundation Fee, the Gross Selling Price may be the total cost to the transferee of the Lot including improvements, as indicated on the title company's closing statement, if produced as part of such transaction. In the case of a Lot sale where there are no improvements on such Lot, Gross Selling Price may be estimated based on the total cost of comparable Lots with improvements constructed thereon.

The Foundation Fee shall be paid in accordance with the following:

- (i) WDI Owner Lot Sale to Declarant: Upon the sale of a Lot by WDI Owner to Declarant, Declarant shall pay a Foundation Fee equal to an amount not greater than one-quarter of one percent (0.25%) of the estimated Gross Selling Price of the Lot upon such conveyance.
- (ii) Declarant Lot Sale to Non-TM Builders: For purposes of this Article, "Non-TM Builder" shall mean and refer to Builders other than Declarant or any of its related Builder entities acting as a Builder. Upon the sale of a Lot by Declarant to a Non-TM Builder, Declarant shall pay a Foundation Fee equal to an amount not greater than one-quarter of one percent (0.25%) of the estimated Gross Selling Price of the Lot upon such conveyance.
- (iii) Lot Sale by Owners (other than Builders and Declarant) to another Person: Upon the sale of a Lot by an Owner (other than Builders and Declarant) to another person, the transferring Owner shall pay a Foundation Fee equal to an amount not greater than one-quarter of one

percent (0.25%) of the Gross Selling Price of the Lot upon such conveyance.

2. Timing of Foundation Fee

The Foundation Fee shall be charged on the date of the sale of a Lot. Foundation Fees shall be due on the day of closing of a Lot and shall be delinquent if not paid in full on the day of closing for said Lot.

3. Exempt Transfers

Notwithstanding the above, no Foundation Fee shall be levied:

- (a) Upon transfer of title to a Lot by a co-Owner to a person who was a co-Owner immediately prior to such transfer;
- (b) Upon transfer of title to a Lot to the Owner's estate, trust, surviving spouse, or child upon the death of the Owner;
- (c) Upon transfer of title to a Lot to any entity controlling, controlled by, or under common control with the grantor; provided, upon any subsequent transfer of an ownership interest in such entity, the Foundation Fee shall become due. "Control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or company, whether through the ownership of voting securities, by contract, or otherwise;
- (d) Upon transfer of title to a Lot to an institutional lender pursuant to a mortgage or upon foreclosure of a mortgage;
- (e) Upon WDI Owner in any transfer of title to a Lot;
- (f) Upon Declarant in the event Declarant repurchases a Lot;
- (g) Upon transfer of title to a Lot by Declarant (acting as a Builder) to an Owner;
- (h) Upon transfer of title to a Lot by a Non-TM Builder to an Owner; and
- (i) Upon transfer of title to a Lot to the Association or Woodforest Association.

D. Creation of Lien & Collection and Remedies for Woodforest Assessments

1. The Woodforest Assessments provided for in this Declaration, together with attorneys' fees, interest, late fees and costs as necessary for collection, shall be a charge on and a continuing lien upon the land in favor of the Woodforest Association against which each such Woodforest Assessment is made. Each such Woodforest Assessment,

together with attorney's fees, interest, late fees, and costs, shall also be the personal obligation of the Owner of the Lot at the time the Woodforest Assessment became due.

2. Any Woodforest Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (1) eighteen percent (18%) or (2) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the Woodforest Assessments provided for in this Declaration or the Woodforest Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the Woodforest Assessments hereby levied, a lien is hereby reserved in favor of the Woodforest Association in each deed from the Declarant to the Owner of each Lot in the Subdivision, which lien may be foreclosed upon by the Woodforest Association pursuant to the laws of the State of Texas; each Owner grants a power of sale to the Woodforest Association to sell such property upon default in payment by any amount owed. Alternatively, the Woodforest Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

4. The President of the Woodforest Association, or his or her designee, is hereby appointed Trustee to exercise the Woodforest Association's power of sale. Trustee shall not incur any personal liability hereunder except for his or her own willful misconduct.

5. Although no further action is required to create or perfect the lien, the Woodforest Association may, as further evidence give notice of the lien, by executing and recording a document setting forth notice that delinquent sums are due the Woodforest Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Woodforest Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. If required by law, the Woodforest Association shall also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Woodforest Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

6. In the event the Woodforest Association has determined to foreclose its lien provided herein, and to exercise the power of sale hereby granted, such foreclosure shall be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained herein to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Woodforest Association may pursue foreclosure of its lien via any method established herein, including but not limited to nonjudicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Woodforest Association, Association or any Owner, shall have the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period such foreclosed Lot is owned by the Woodforest Association following foreclosure, 1) no right to vote shall be exercised on its behalf; and, 2) no Assessment

shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Woodforest Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the Woodforest Association an amount equal to the amount of Woodforest Assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each Occupant of any such Lot foreclosed on and each Occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

E. Subordination of the Lien to Purchase Money Mortgages

The lien for Woodforest Assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any purchase money mortgage on any Lot. The sale or transfer of any Lot shall not affect the lien. The sale or transfer shall not relieve such Lot from lien rights for any Woodforest Assessments thereafter becoming due. Where the mortgagee holding a purchase money mortgage of record or other purchaser of a Lot obtains title pursuant to foreclosure of the mortgage, it shall not be liable for the share of the Woodforest Assessments or other charges chargeable to such Lot that became due prior to such acquisition of title. However, from the date of foreclosure forward, such Woodforest Assessments shall again accrue and be payable to the Woodforest Association in accordance with this Declaration and the Woodforest Declaration.

F. Woodforest Architectural Review Committee

In addition to the authority of the ASC created herein, and notwithstanding anything contained herein to the contrary, plans and specifications for initial construction of a Dwelling must be submitted by the ASC to the Woodforest ARC unless such approval rights has been assigned to the ASC. No construction may commence, until the ASC has received written approval of same from the Woodforest ARC unless the rights of approval are assigned from the Woodforest ARC to the ASC.

G. Enforcement

Notwithstanding anything contained herein to the contrary, in the event the Association fails to enforce any of the provisions of this Declaration, maintain the Common Area, and/or collect the Woodforest Association Annual Assessment, the Woodforest Association shall have the authority, but not the obligation, to enforce all of the provisions of this Declaration, maintain the Common Area at the expense of the Association, collect and enforce the lien supporting the Woodforest Association Annual Assessment, and to recover legal expenses related to such enforcement.

ARTICLE XVI. MODIFICATION AND TERMINATION OF COVENANTS

Notwithstanding anything contained in this Declaration to the contrary, in the event this Declaration or an IURD is amended and restated in the future, such amendment and restatement will not affect or disturb the lien created in this Declaration or any annexation accomplished by

the IURD, which lien and annexation will continue to be in full force and effect from the date the Declaration and IURD were recorded.

A. Amendment by Declarant

In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Development Period, the Declarant may amend this Declaration and any IURD for any purpose. Provided however, for so long as WDI Owner retains Class B Membership under the Woodforest Declaration, any amendment made by the Declarant to this Declaration or to an IURD shall require the joinder of WDI Owner. Further provided, that upon termination of Class B Membership of WDI Owner under the Woodforest Declaration, any amendment made by the Declarant to this Declaration or to an IURD shall require the joinder of the Woodforest Association. Any such amendment shall not adversely affect the title to any Lots unless the Owner shall consent thereto in writing.

After the expiration of the Development Period, the Declarant (with the joinder of WDI Owner during Class B Membership pursuant to the Woodforest Declaration and with the joinder of the Woodforest Association after the expiration thereof) may amend this Declaration and any IURD at any time without the joinder or consent of any Owners, entity, Lender or other person to amend this Declaration or any IURD if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots; or (e) for the purpose of clarifying or resolving any ambiguities or conflicts herein or in any IURD, or correcting any inadvertent misstatements, errors or omissions herein or in any IURD; provided, however, any such amendment shall not adversely affect the title to any Lots unless the Owner shall consent thereto in writing.

Any amendment made by the Declarant to the Declaration or an IURD shall be recorded in the Official Public Records of Montgomery County, Texas, whereupon to the extent of any conflict with this Declaration or an IURD, and any amendment thereto, the more restrictive provision shall control.

Any amendment to the Declaration or an IURD shall become effective upon recording unless otherwise specified in the amendment.

B. Amendment by Owners

During the Development Period, this Declaration and any IURD may be amended, modified or terminated by the approval of Owners of a majority of the Lots and the written consent of Declarant. After the termination of the Development Period, this Declaration and any IURD may be amended, modified or terminated by the approval of Owners of a majority of the Lots and the written consent of the Association. Provided however, for so long as WDI Owner

retains Class B Membership under the Woodforest Declaration, any amendment by the Owners to this Declaration or to an IURD shall require the joinder of WDI Owner. Further provided, that upon termination of Class B Membership of WDI Owner under the Woodforest Declaration, any amendment by the Owners to this Declaration or to an IURD shall require the joinder of the Woodforest Association.

Upon approval of the Owners, as set out above of said amended declaration or amended IURD the amended declaration or amended IURD shall be recorded in the Official Public Records of Montgomery County, Texas, whereupon to the extent of any conflict with this Declaration or IURD and any amendment thereto, the more restrictive provision shall control. For purposes of this Section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot.

Notwithstanding anything contained herein to the contrary, the Association shall be entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration and any IURD:

1. by written ballot, or electronic ballot as same may be established by the Board, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;
2. at a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records;
3. by door-to-door circulation of a petition by the Association or a person authorized by the Association; and/or
4. by any other method permitted under this Declaration or applicable law. Any limitation of amendment to the Declaration and any IURD related to said Property shall not limit the rights of the Declarant pertaining to the Declaration and any IURD as otherwise herein reserved. Particularly reserved to the Declarant, is the right and privilege of Declarant to designate the use and architectural restrictions applicable to any portion of the Subdivision, as provided herein; and such designation, or subsequent change of designation, shall not be deemed to adversely affect any substantive right of any existing Owner.

C. Amendment by the Board

After the termination of the Development Period, this Declaration and any IURD may be amended by the affirmative vote of at least 2/3 of the directors of the Board, without the joinder or consent of any Owner, entity, lender, or other person, if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots; (c) required by an institutional or

governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots ; or (e) for the purpose of clarifying or resolving any ambiguities or conflicts in this Declaration. For purposes of this provision, the affirmative vote of at least 2/3 of the directors of the Board (who are Owners entitled to vote on any such amendment) satisfies the “lower percentage” requirement of Texas Property Code 209.0041(h-1) or its successor statute. Provided however, for so long as WDI Owner retains Class B Membership under the Woodforest Declaration, any amendment by the Board to this Declaration or to an IURD shall require the joinder of WDI Owner. Further provided, that upon termination of Class B Membership of WDI Owner under the Woodforest Declaration, any amendment by the Board to this Declaration or to an IURD shall require the joinder of the Woodforest Association.

Any amendment to the Declaration or an IURD made by the Board must be recorded in the Official Public Records of Montgomery County, Texas, whereupon, to the extent of any conflict with this Declaration or IURD and any amendment thereto, the amendment will control.

ARTICLE XVII. ALTERNATE DISPUTE RESOLUTION

A. Dispute Resolution

No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; Members; the Board of Directors; officers in the Association; the Association; or the Woodforest Association.

Disputes between Owners that are not regulated by the Declaration shall not be subject to the dispute resolution process.

B. Outside Mediator

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager as certified by the Community Associations Institute, or a Certified Property Manager as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Subdivision, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. The Board shall maintain a list of no less than five (5) potential mediators, but the parties will be in no way limited to their choice by this list. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Assessment Collection and Lien Foreclosure

The provisions of this Declaration dealing with Alternate Dispute Resolution shall not apply to the collection of Assessments and/or the foreclosure of the lien by the Association or the Woodforest Association as set out in the Declaration and the Woodforest Declaration.

E. Term

This Article shall be in full force and effect for an initial period of three (3) years from the date of execution of this Declaration. However, this Article shall remain in full force and effect unless, at the first open meeting of the Association after such initial period, a majority of the Board of Directors votes to terminate the provisions of this Article.

ARTICLE XVIII. GENERAL PROVISIONS

A. Severability

The invalidity of any one or more of the provisions of this Declaration shall not affect the validity of the other provisions thereof.

B. Compliance with Laws

At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Lot and any improvements thereon. If any provision contained in this Declaration or any IURD or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

D. Interpretation

For purposes of this Declaration, (a) "include", "includes", and "including" are deemed to be followed by the words "without limitation", (b) "or" is not exclusive, (c) "any" means "any and all", and (d) "may not" is a prohibition and does not mean "might not" or its equivalents.

E. Headlines

The titles and captions for this Declaration and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

F. Governing Law

The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas, and mandatory venue shall be in Montgomery County, Texas. Any and all obligations performable hereunder are to be performed in Montgomery County, Texas.

G. Fines for Violations

The Association may assess fines for violations of the Dedicatory Instruments, other than non-payment or delinquency in Assessments, in amounts to be set by the Board of Directors, which fines shall be secured by the continuing lien set out in this Declaration.

H. Books and Records

The books, records and papers of the Association shall, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, pursuant to a Records Production and Copying Policy adopted by the Association.

I. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

J. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association shall administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

K. Current Address and Occupants

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot at all times. If an Owner fails to notify the Association of

their current address, the Association shall use the address of the Lot as the current address. If Owner leases the property, he shall supply the name of the Occupant present upon the execution of any lease.

L. Security

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

M. View Impairment

Neither the Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Common Areas, reserves or open space within the Subdivision will be preserved without impairment. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or shrubs on the Common Area. The Association shall have the right to add trees and other landscaping to the Common Area. There shall be no express or implied easements for view purposes or for the passage of light and air.

N. Video, Data and Communication Service Agreements

Subject to the approval of the Declarant during the Development Period, the Association has or may hereafter enter into an agreement with a service provider for the provision of cable television and/or other communication services in order to obtain access to benefits and services for the benefit of Owners and Dwellings located in the Subdivision. Payment for services and benefits provided pursuant to video, data and/or communication service agreements executed pursuant to this provision will be made from Bonterra Assessments levied and collected by the Association pursuant to the authority granted in this Declaration, and such Bonterra Assessments shall be supported by the lien created herein. While Owners are free to obtain the same or similar services from a provider of their choice, no Owner may avoid paying any portion of Assessments levied based on non-use of video, data or communication services provided and paid for by the Association with Bonterra Assessments.

O. Occupants Bound

All provisions of the Dedicatory Instruments applicable to the Property and Owners, shall also apply to all Occupants of any Lot or Dwelling. Every Owner shall cause all Occupants to comply with the foregoing, and every Owner shall be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Subdivision and/or that any lease, agreement or permission given allowing the Occupant to be present be terminated.

P. Transfer of Title and Resale Certificate

1. Transfer of Title: Any Owner, other than the Declarant, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The person, other than the Declarant, transferring title shall continue to be jointly and severally responsible with the person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

Upon acceptance of title to a Lot, the new Owner of the Lot shall pay to the Association an administrative transfer fee to cover the administrative expenses associated with updating the Association's records, which transfer fee is supported by the lien created herein. Such fees shall be in such amount as the Board may reasonably determine necessary to cover its costs, including but not limited to, and fees charged by a management company retained by the Association for updating its records.

2. Resale Certificate: No Owner, other than the Declarant, shall transfer title to a Lot, together with the improvements thereon, unless and until he or she has requested and obtained a resale certificate signed by a representative of the Association as described in Chapter 207 of the Texas Property Code, or its successor statute ("Resale Certificate") indicating, in

addition to all other matters described in Chapter 207, the information required in Section 5.012 of the Texas Property Code. The Association may charge a reasonable fee to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any update to a Resale Certificate, which charge is supported by the lien created herein.

Q. Insurance

The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not, the most nearly equivalent coverages as are reasonably available:

- a. Blanket property insurance for the Common Area and all improvements thereon for broad form covered causes of loss to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership; except that the total amount of insurance must not be less than the full insurance replacement costs of all the insured property less applicable deductibles at the time the insurance is purchased and at such renewal date, exclusive of land, foundation, excavations and other items normally excluded from property policies;
- b. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Area, insuring the Association with minimum limits of \$1,000,000.00 combined single limit per occurrence and \$1,000,000.00 general aggregate limit, insuring the Board of Directors, the Association, any managing agent and their respective employees, agents and all Persons acting as agents.

R. Indemnity

The Association shall indemnify the Woodforest Association, WDI Owner, and their respective officers, directors, agents, successors and assigns from any liability arising out of or related to the enforcement of this Declaration.

S. Trademark

Declarant is the prior and exclusive owner and proprietor of, and reserves all rights with respect to the registered trademark for Bonterra® (“Trademark”). Unless and until a written license agreement has been sought and obtained from Declarant (and in this connection Declarant may withhold consent in its sole and absolute discretion), no person or entity may at any time and/or for any reason whatsoever, use, depict, draw, demonstrate, reproduce, infringe, copy or resemble, directly or indirectly, the Trademark. Notwithstanding anything contained herein to the contrary, Declarant hereby specifically grants to the Association, a residential non-profit association which may hereafter be formed, or a non-profit Woodforest association which may hereafter be formed with jurisdiction over the Property (each such non-profit corporation is hereinafter referred to as an “Authorized User”), the right to use the Bonterra® mark on a limited basis in the administration, consistent with the Dedicatory Instruments of the Subdivision, and enforcement of restrictive covenants encumbering the real property located within the Subdivision located in Montgomery County, Texas. Further, Declarant hereby specifically grants

to WDI Owner the right to use the Bonterra® mark on a limited basis regarding marketing efforts and directional signage pertaining to the Property. The right to use the Bonterra® mark may continue for so long as an Authorized User (i) operates as a Texas non-profit corporation in conformance with its Dedicatory Instruments and pursuant to its purpose; and (ii) does not engage in the development and/or sale of real property in the Subdivision.

T. WDI Owner Right of Approval and Disapproval

Notwithstanding anything contained herein to the contrary, for so long as Class B Membership is in effect pursuant to the Woodforest Declaration, WDI Owner shall have the right to approve or disapprove any exercise of Declarant rights set forth in the Dedicatory Instruments governing the Subdivision.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest this the 13 day of November, 2023.

DECLARANT:

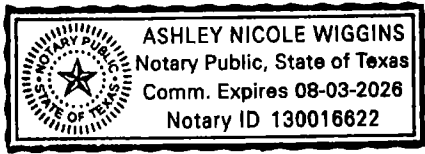
TAYLOR MORRISON OF TEXAS, Inc., a Texas corporation

By: [Signature]
Print Name: Robert Skinner
Title: Authorized Agent

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on November 13, 2023, by Robert Skinner the Authorized Agent of Taylor Morrison of Texas, Inc., a Texas corporation.

[Signature]
Notary Public – State of Texas



JOINDER BY WDI OWNER

IN WITNESS WHEREOF, the undersigned WDI Owner hereby joins this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest this the 14th day of November, 2023.

WDI OWNER:

WOODFOREST DEVELOPMENT, INC., a Texas corporation

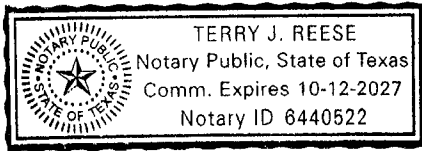
By: *Virgil L. Yoakum*
Virgil L. Yoakum
General Manager/Vice President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 14th day of November, 2023, by Virgil L. Yoakum, General Manager/Vice President of WOODFOREST DEVELOPMENT, INC. a Texas corporation.

Terry Reese
Notary Public – State of Texas



LIENHOLDER CONSENT AND SUBORDINATION

WOODFOREST NATIONAL BANK, a national banking association, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to said Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest (and the covenants, conditions and restrictions in this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest (or the covenants, conditions and restrictions in this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on November 14, 2023.

WOODFOREST NATIONAL BANK, a national banking association

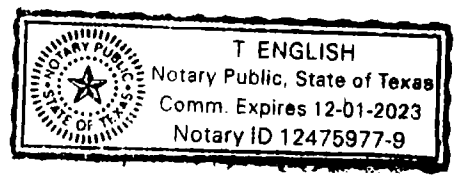
By: [Signature]
Title: Michael Sparks

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 14th day of November 2023, by Michael Sparks, Assistant Vice President of WOODFOREST NATIONAL BANK, a national banking association, on behalf of said corporation.

[Signature]
Notary Public - State of Texas



LIENHOLDER CONSENT AND SUBORDINATION

WOODFOREST SECOND LIEN HOLDER, LP, being the a beneficiary of a subordinate mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to said Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest (and the covenants, conditions and restrictions in this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest (or the covenants, conditions and restrictions in this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonterra at Woodforest). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on November 14, 2023.

WOODFOREST SECOND LIEN HOLDER, LP

By: Woodforest Second Lien Holder GP, LLC

By: [Signature]

Name: Virgil L. Yoakum

Title: Vice President

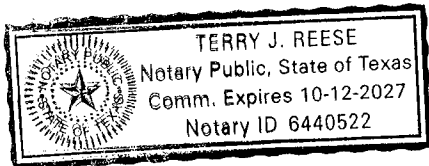
STATE OF TEXAS §

§

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on Nov. 14, 2023, by Virgil L. Yoakum, Vice President of Woodforest Second Lien Holder GP, LLC, general partner of WOODFOREST SECOND LIEN HOLDER, LP, on behalf of such company and partnership.

[Signature]
Notary Public - State of Texas



E-FILED FOR RECORD

11/14/2023 02:24PM



L. Brandon Steinmann

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.

11/14/2023



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas