

-2016-1383

**BROADVIEW ESTATES**

**FIRST AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BROADVIEW ESTATES  
LYNN COUNTY, TEXAS**

This DECLARATION is made this 10<sup>th</sup> day of June, 2016 by Broadview Estates, LLC, hereinafter called "Declarant."

**RECITALS**

Declarant is the owner of that real property situated in Lynn County, Texas, which is more particularly described as a 133.89 acre tract of land, located in the Southeast Quarter (SE/4) of Section No. 112, Block No. 12 E.L. & R.R.R. Company Survey, Lynn County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto, and referred to herein as the "Property."

**TERMS OF THE AGREEMENT**

Declarant, as the fee simple owner of the Property, establish the Covenants, Conditions and Restrictions herein as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed upon it. The Restrictions shall:

- 1) The Restrictions touch and concern the Property;
- 2) Privity of estate exists by reason of the ownership of the Property;
- 3) Notice is given by the filing of the instrument;
- 4) The Restrictions are reasonable, their purpose being for the common benefit of Declarant, and the Owners of lots within the Property, who are affected by the structural integrity, appearance, and use of the Property

The Covenants, Conditions and Restrictions run with the land making up the Property, and are binding on the Declarant and the Declarant's successors and assigns for as long as stated herein, and inure to the benefit of Declarant and the Owners of the Property, and their successors and assigns forever.

**ARTICLE I**

**GENERAL**

**SECTION 1. Definitions.** The following words, when used in this Declaration, shall have the meanings assigned to them, as follows:

- a. "Declarant" shall mean and refer to Broadview Estates, LLC, their heirs, administrators and successors and assigns;

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- b. "LOT" or "LOTS" shall mean and refer to any lot, tract or subdivision of the above described property.
- c. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot (or portion thereof), but notwithstanding any application theory of mortgage, the term "Owner" shall not include any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu thereof.
- d. "Improvement" or "Improvements" shall mean and refer to all structures or other improvements to any Lot (or portion thereof) of any kind whatsoever, whether above or below grade, including, but not limited to, structures, buildings, utility installations, storage, parking facilities, walkways, driveways, landscaping, swimming pools, site lighting, site grading and earth movements, and any exterior additions, changes or alterations thereto, including both original Improvements and all later changes and Improvements.

**SECTION 2. Property Subject to Declaration.** The Property described on Exhibit "A" and all of the lots and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant and any subsequent owner of all or any part thereof subject to this Declaration. The Developer may add or annex additional Lots or sections from time to time and at anytime to the scheme of these Restrictions by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such additional property.

**SECTION 3. Purpose of Restrictions.** The purpose of this Declaration is to protect the Declarant and the Owners against the improper development and use of the Lots; to assure compatibility of design of Improvements located to secure and preserve sufficient setbacks and space between Improvements constructed on the Lots so as to create an aesthetically pleasing environment; to provide for landscaping and the maintenance of the Lots; and in general to encourage construction of attractive, high quality, permanent Improvements on Lots that will promote the general welfare of the Declarant and all Owners.

## ARTICLE II

### PROTECTIVE COVENANTS

**SECTION 1. Use Limitations.** All Lots and any building and structures located on the Lots shall be used for single-family residential purposes only, and further shall be subject to the following restrictions and limitations:

- a. No building or structure intended for or adapted to business or commercial purposes shall be erected, placed, permitted or maintained on such premises, or any part thereof, save and except those related to development, construction and sales purposes of the Declarant or any homebuilder who has received Declarant's

permission for temporary construction or sales facilities. No Owner or Resident shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any Lot or within any Dwelling Unit which would:

- 1) Attract automobile, vehicular or pedestrian traffic to the Lot; and or
  - 2) Involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any or more Residents within the Subdivision.
- b. Except as may be otherwise permitted herein, no structure of a temporary character, including, but not limited to, mobile home, manufactured home, prefabricated home, tent, shack, or any other temporary structure or building shall be placed on any Lot. No house, garage, barn or other structure appurtenant thereto, shall be moved upon any Lot from another location.
- c. Livestock, barns, pens, and sheds shall be allowed only in the rear of the yard of a Lot; and, unless otherwise authorized by the Declarant, barns, pens, and sheds must be constructed not less than 50 feet back from the rear of the Dwelling Unit. Livestock, barns, pens, and sheds shall not be permitted within 50 feet of the Side Lot Lines or within 50 feet of the rear Lot line (the "rear Lot Line" being the rear boundary of the Lot, and opposite from the Front Lot Line).

No animals of any kind shall be raised, bred or kept on Lots 1-10, except that a maximum of four (4) large animals (but excluding any type of reptile) may be kept on a Lots 1-10, provided that they are not kept, bred or maintained for any commercial purpose provided, however, that a maximum of two (2 per acre) pigs, calves or sheep per participating student residing on any Lot in connection with any school, 4H or FFA sponsored project. A maximum of four (4) of each cats and dogs may be kept on any Lot, provided that they are properly penned or restrained. All facilities provided for the housing of any such animals shall be maintained in a clean and sanitary condition. All animals permitted to be kept on a Lot shall be properly fed and watered. No animals shall be permitted which are obnoxious, offensive, vicious (e.g. pit bull terriers shall not be permitted within the Property) or dangerous.

No animals of any kind shall be raised, bred or kept on Lots 11-20, except that a maximum of four (6) large animals (but excluding any type of reptile) may be kept on a Lots 11-20, and may be kept and bred or maintained for any commercial purpose. A maximum of two pigs, calves or sheep per participating student residing on any Lot in connection with any school, 4H or FFA sponsored project. A maximum of four (4) of each cats and dogs may be kept on any Lot, provided that they are properly penned or restrained. All facilities provided for the housing of any such animals shall be maintained in a clean and sanitary condition. All animals permitted to be kept on a Lot shall be properly fed and watered. No

animals shall be permitted which are obnoxious, offensive, vicious (e.g. pit bull terriers shall not be permitted within the Property) or dangerous.

On all Lots where animals are maintained (other than in-door domestic pets), a fence as approved by Declarant must be constructed and maintained of sufficient height and strength as to retain said animals within the rear yard of said Lots.

- d. No rubbish, trash, garbage, debris, or other waste, shall be dumped or allowed to remain on any portion of the property.
- e. Each Owner and Resident shall use their respective best efforts to refrain from:
  - 1. Habitually parking any motor vehicle on any Lot outside of an approved garage area between any Dwelling Unit and the abutting front street or between any Dwelling Unit and abutting side street; and
  - 2. Performing, permitting or allowing repair or maintenance work to any motor vehicle outside the garage and visible to the abutting street(s).

No motor vehicle may be stored or otherwise maintained on a lot unless it has tires and is capable of operation on streets and thoroughfares. No trailer, mobile home, boat, RV, or truck larger than one ton, or other vehicle other than passenger automobiles shall be permitted to park on any lot, except that a trailer, mobile home, boat or RV may be parked at a location to the side or rear of the main dwelling constructed on the lot, provided that it is parked in a garage or otherwise concealed from view by a eight foot (minimum height) fence from all other lots and from the public streets that border the lot.

Under no circumstances or conditions shall any motor vehicle, boat or other vehicle be parked on a non-paved portion of any Lot, except that a trailer, motor home, boat or recreational vehicle may be parked at location to the side or rear of the Dwelling Unit provided that it is concealed from view of all other Lots and from public streets which border such Lot.

Any structure designed to house, store or conceal a trailer, motor home, boat or recreational vehicle shall be subject to approval by the Declarant and such approval will be limited to such structures which use designs and materials which are compatible with the Dwelling Unit.

- f. No manufacturing, trade, business, commerce, industry, profession, or commercial activity to which the general public is invited shall be conducted upon any Lot or in any Improvement erected thereon.

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- g. No signs of any kind shall be displayed on a Lot, except for a single sign not more than three (3) square feet in size advertising a Lot for sale. A formal entrance (if desired) may be allowed, which includes an arched entryway containing a ranch brand, name of the residence, or other similar wording or logo.
- h. No noxious or offensive activity should be carried on upon any Lot, nor should anything be done thereon which may become an annoyance, danger, or a nuisance to the owners of the other lots.

**SECTION 2. Building Locations and Minimum Set Back Lines for Lots.** No Improvements of any kind may be constructed nearer than twenty-five (25) feet of any property line, other than landscaping and fences. Any Improvements and construction on all Lots shall be set back fifty (50) feet in front and twenty five (25) feet on both sides save and except landscaping and fences. All homes must face the road affronting each lot upon which the home shall be constructed.

**SECTION 3. Fences.** Any fence constructed on a Lot must be of new materials and must be maintained in good condition at all times. Neither barbed wire nor sheep/hog wire shall be permitted. Poly-vinyl, brick, wood, and stucco shall be permitted. Pipe and cable fencing shall be permitted if cable is 5/8" or larger and is painted.

**SECTION 4. Minimum Construction Standards for Lots.** In addition to meeting all applicable building codes, all Improvements on each Lot shall meet with the following requirements:

- a. **HEIGHT AND MINIMUM FLOOR AREAS:** Each one (1) story dwelling and each one-and one half (1.5) and two (2) story dwelling constructed on any Lot shall contain such minimum square feet of air-conditioned floor area (exclusive of all porches, garages or breezeways attached to the main dwelling) as may be specified by Declarant for the first and or second stories and or the total; however, in no event shall any dwelling unit have less than 2,250 square feet of air-conditioned above-ground floor area (for purposes of this Declaration, "above-ground floor area" does not in any event, include a basement, porch, or garage). No structure will be in excess of two (2) stories (however, a Dwelling Unit may have a basement and two above-ground stores).
- b. **EXTERIOR WALLS:** The exposed exterior wall area, exclusive of doors, windows, and covered porch area shall be at least 80% brick, stone, stucco, or other material approved by Declarant. Any exposed exterior area not covered by brick or stone shall be covered by wood or siding (metal or synthetic) having an appearance of wood, and as approved by Declarant. All barns, storage houses, or other accessory structures shall be constructed with exterior materials approved by Declarant. Special purpose structures such as greenhouses may vary from these requirements, subject to an architectural review variance as provided herein;

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- c. **ROOFING DESIGN AND MATERIAL:** Flat roofs, mansard roofs, and other "exotic" roof forms shall not be permitted. All roofing materials utilized on any Structure on a Lot must be approved by the Declarant. The Declarant will not approve of a roof of crushed stone, marble, composition or wood shingles (provided that any composition shingles must have at least a 3-year warranty), tile, slate, or other materials approved by Declarant taking into account harmony, conformity, color, appearance, quality and similar considerations. All roofs shall have a minimum of 7/12 roof slope;
- d. **GARAGES AND CARPORTS:** All Lots shall have a garage (which may be attached or detached) to the side or rear of the main dwelling of a minimum size to provide storage for at least two automobiles, and all garages shall be given the same architectural treatment as the main structure located on such Lot. No metal or prefabricated carports shall be allowed on any Lot; however, a carport constructed of the same materials used on and in the same architectural style as the main dwelling is permitted. Any carport constructed on any Lot shall be in addition to, and not in lieu of, the herein required garage. Allowed carports must be located on the rear of the main dwelling;
- e. **EXTERIOR LIGHTING:** No exterior light shall be installed or situated such that neighboring Lots are unreasonably lighted by the same. All freestanding exterior lights located between the property lines and the main structure shall be architecturally compatible with the main structure;
- f. **CHIMNEYS:** All fireplace chimneys shall be constructed of the same brick, stone, or stucco used for the Dwelling Unit.
- g. **DRIVEWAYS:** Driveways shall be a minimum of 12-feet wide. The driveway shall be constructed of concrete, gravel or such other material as may be approved by Declarant.
- h. **WINDOW UNITS:** No dwelling shall utilize window mounted or wall type air conditioners or heaters;
- i. **SWIMMING POOLS:** No above-ground swimming pools shall be permitted on any Lot. However, an above-ground spa or hot tub may be constructed on a Lot provided that the same is located on a porch or deck associated with the Dwelling Unit, or as otherwise approved by Declarant. Any in-ground swimming pool shall be located only in the rear yard of the Lot, and shall be securely enclosed by a fence and gates designed to prevent children and animals from accidentally entering the pool enclosure. An enclosed in-ground pool may constructed at the rear of the Dwelling Unit (either attached to the Dwelling Unit or as a separate Structure), provided that the enclosure for such pool shall be of the same materials used on, and in the same architectural style, as the Dwelling Unit. All swimming pools, and all swimming pool enclosures, must be approved by Declarant;

- j. **SEPTIC TANKS:** Sewage disposal facilities and septic tanks must comply in all respects with all applicable state, county, and/or other governmental laws, rules, and regulations. Location of the septic tank is to be approved by the Declarant in accordance to a master plan (for the purposes of maintaining water purity of well water). No cesspools, outhouses, or outside toilets are to be allowed on any Lot; provided, further, that Governmental approvals as may be required by federal, state, county or civic governmental authorities, governments or agencies for all septic tanks and sewage disposal facilities for each Lot are the responsibility of the Owner of such Lot;
- k. **WATER WELLS:** Water wells on a Lot must comply in all respects with all applicable state, county, and/or governmental laws, rules, and regulations. Water wells on a Lot shall be located not closer than 50 feet to any side property line or the front or rear property line (water wells in existence prior to the date of this Declaration shall be exempt from this restriction provided that such wells do not violate state, county, and/or other governmental laws, rules, and regulations). Only submersible pumps having not more than three (3) horsepower in capacity shall be used in any water wells located on the Lot. Under no circumstances shall any above-ground irrigation motors or similar devices (whether gasoline or electric) be located on a Lot and/or used in connection with providing water to that Lot for household use and watering of landscaping. All water wells shall be cased from the surface to the water formation. Owners and Residents may utilize water from a water well for domestic purposes only, and all water produced from a well shall be utilized solely on the Lot from which the water is removed. No Owner or Resident may remove or sell water from their Lot to the public, or to any person or entity.
- l. **TRASH CONTAINER & PROPANE TANKS:** Each owner shall contract at its own expense with a public or private service for the regular pickup of all trash and other debris, all of which shall be placed in dumpsters. All dumpsters for Lots 1-10 shall be located in the alley behind each property on which the Lot borders or any other Lots. Portable trash containers may be placed in any unscreened location for no more than twenty-four hours per week to allow for pickup by a contracted service. All propane tanks shall be located in the alley behind each property on which the Lot borders.
- No rubbish, trash, garbage, debris or other waste shall be dumped or allowed to remain on any Lot, and no trash shall be burned on any Lot.
- j. **MATERIALS:** All improvements constructed on a Lot must be built and maintained using only new materials. No materials of inferior grade shall be used in any construction;
- l. No exotic or experimental designs such as geodesic domes, log cabins, or all metal homes shall be allowed;

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**SECTION 5. Landscaping of Lots.** Landscaping must: (1) permit reasonable access to public and private utility lines and easements for installation and repair; (2) provide an aesthetically pleasing variety of trees, shrubs, ground cover and plants; (3) prevent, to the maximum extent practicable, wind and water erosion and blowing dust; and (4) Landscaping shall include grass, ground cover, trees, shrubs, vegetation and other plant life, including without limitation, native grasses and other native vegetation. All landscaping shall be maintained in a neat and pleasing appearance.

**SECTION 6. Utilities.** All public or private utilities and service connections, including, but not limited to gas, water, electricity, telephone, cable television or security systems, or any wires, cables, conduits or pipes used in connection therewith, located upon any Lot shall be underground; except that fire plugs, gas meters, supply pressure regulators, electric service pedestals, pad mount transformers, and street lights may be located above ground only where necessary to furnish the service required by the use of such utilities. In no event shall any poles be permitted, other than for street lights or as otherwise permitted herein, and no wires or transmission lines to or from such street lights shall exist above the ground on Lots 1-10. It shall be permissible for poles and or overhead lines to be located or placed on Lots 11-20.

**SECTION 7. General.**

- a. **CONSTRUCTION DEBRIS:** During the construction or installation of Improvements on any Lot, construction debris shall be removed from the Lot on a regular basis and the Lot shall be kept as clean as possible.
- b. **STOPPAGE OF CONSTRUCTION:** Once commenced, construction shall be diligently pursued to the end that it will be completed within sixteen (16) months from the date commenced. For purposes of this instrument, construction shall be deemed to commence on the earlier date of (i) the date on which any governmental authority shall issue any building permit or other permission, consent or authorization required in connection with such construction, or (ii) the date on which excavation of any Improvements shall begin.

**ARTICLE III**

**MAINTENANCE**

**SECTION 1. Duty of Maintenance.** Each Owner of any Lot shall have the responsibility, at his sole cost and expense, to keep such Lot, including any Improvements thereon, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse and waste, and regular cutting of weeds and grasses on the Lot prior to and during construction of any Improvements;
- b. Keeping landscaped areas free of weeds, and attractive, no more than 12 inches in height

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- c. Complying with all governmental health and policy requirements;
- d. Repainting of Improvements, and repair of exterior damage of Improvements.
- e. Each Owner of any Lot shall have the responsibility, at his sole cost and expense, to keep all areas located between the boundaries of such Lot and the paved portion of any streets or roads on which such Lot borders in a well maintained, safe, clean and attractive condition. An Owner is not required to landscape or water such area, but the Owner promptly shall remove all litter, trash, refuse and waste therefrom and regularly mow all grasses and weeds located thereon.

#### ARTICLE IV

#### HOME OWNER'S ASSOCIATION

**SECTION 1.** A Home Owners' organization will be formed. Johnny Armes shall be the initial President of the Home Owner's Association and shall serve until such time as sufficient tracts are sold in order for the Home Owner's Association to organize, elect a Board of Directors and elect Officers of the Home Owner's Association.

- a. One meeting annually shall be the minimum for the entire home owners' organization.
- b. Each member shall have one vote at any meeting, whether he owns ten lots or one lot or any number of lots in between.
- c. A home owners' board of directors shall be elected annually at the prescribed home owners' organization annual meeting. The board chairman will preside at any home owners' meeting.
- d. The number of board of directors shall be five (5).
- e. The five members of this board shall elect from the board members a president, vice president and a secretary-treasurer. Two-signatures of the board members must be on all checks issued.
- f. This board shall meet at any called meetings by the president, as deemed necessary.
- g. Each owner, regardless of the amount of property he or she owns, shall pay into the organization, two hundred and fifty dollar (\$250.00) per year for maintenance and or improvements to the roads or common areas. Payment is due on March 31 of each year.

- h. The board may increase or decrease the payments as much as twenty (20%) per twelve (12) month period.
- i. Any increase involving more than twenty per cent (20%) increase during a year must be voted on by the entire membership in either the annual meeting or a special called meeting, by the president, and a 75% vote shall be required.
- j. A mailed or hand carried notice must be sent to each landowner member seven (7) days prior to any general meeting, (unless notice is waived in writing) designating the time and place of said meeting.
- k. This board shall serve as the design approval authority for approval of what is to be built on said land involved in the overall project and shall make decisions involving bank depository, whether violations of these covenants have occurred and general handlings of complaints by the membership, and other business pertaining to the project and shall sign checks and pay bills.
- l. A special general member meeting may be called at any time by the president of the organization, to rule on major decisions, such as locations in setback requirements or other deviations from these covenants.
- m. The Home Owners Association, may in its sole discretion, appoint an Architectural Review Committee to review and approve any items required to be reviewed by the Home Owners Association or this Dedication Deed. There shall be no appeal of any decision made by the Architectural Review Committee.

**SECTION 2. Definitions.**

- a. The term "Organization" or "Association" shall mean and refer to the "Home Owner's Association." Association which shall include and mean a duly incorporated Texas non-profit corporation; its successors and assigns, if formed hereafter. If formed, such associations shall have the power to collect and disburse any maintenance assessments or any other assessments referred to herein.
- b. The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any tract or any portion thereof or any lot which is part of the property described as 133.89 acre tract of land, located in the Southeast Quarter (SE/4) of Section No. 112, Block No. 12 E.L. & R.R.R. Company Survey, Lynn County, Texas.
- c. Declarant does hereby impose on each tract or any portion thereof herein described "Maintenance Assessments", and hereby covenants and each owner of each tract hereafter shall by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, be deemed to covenant and agree to pay any such "Association" hereinafter formed any assessments or charges referred to herein. Any such assessments together with interest, cost and reasonable attorney's fees

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shall also be a personal obligation of each person who is the owner of such tract or any portion thereof described herein or any lot conveyed by an portion thereof, or any lot to the effect that the same is made subject to these Restrictive Covenants, or words to that effect shall have the effect of and shall be evidence of the retention of a Vendor's Lien by the Declarant or any such deed for the purposes of securing payment of and said charge that may hereafter be assigned to any such tract, without recourse on Declarant in any manner for the payment of such indebtedness. The purpose of any such assessment levied by the association hereafter shall be used exclusively to promote health, safety and welfare of the residents of the properties for the improvement and maintenance of any common areas, if any.

- d. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of ten per cent (10%) per annum. The association may bring an action at large against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area, any easement tract or by abandonment of his or her property.
- e. The lien of the assessment provided herein shall be subordinate to the bona fide lien of any first mortgage, or any bona fide mortgage of purchase price or improvements. Sale or transfer of any tract or any portion thereof any lots shall not affect the assessment lien. No sale or transfer shall release such lot from liability of any assessments thereafter becoming due or from the lien thereon.

## ARTICLE V

### SECTION 1. Enforcement.

- a. The association referred to hereinabove or any owner of any tract described herein or of any portion thereof or any lot hereafter coming into existence, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges heretofore, now or hereafter imposed by the provisions of these restrictions. Failure by the Association or by an owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so hereafter.
- b. In the event of a breach of any covenant herein contained dealing with:
  - 1. Requirement of payment of any assessment or charge for maintenance, construction or improvement; and or
  - 2. Any requirement that property be maintained, kept clean, neat and weed free, or free from nuisance

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- c. Then title to any Lot or tract owned by any breaching party shall revert to the original Grantor, Broadview Estates, LLC, upon 30 days-notice to the breaching party unless any such breach is cured within 30 days from the date of delivery of such notice, by certified mail, return receipt requested.
- d. The impressing of covenants is not intended to constitute a public dedication or to create a subdivision and no obligation is intended to be imposed upon Lynn County, Texas unless and until each Owner of each tract executes a dedication instrument, dedicating the property described herein for public purposes.

ARTICLE VI

MISCELLANEOUS PROVISIONS

**SECTION 1. Duration.** This Declaration and the covenants and restrictions set out herein shall run with and bind the Lots, and shall inure to the benefit of and be enforceable, by the Declarant, and their respective legal representatives, heirs, successors and assigns, for a term beginning on the date of this Declaration, and continuing until the expiration of forty (40) years thereafter, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless terminated as provided in SECTION 2 herein below.

**SECTION 2. Amendments.** The covenants and restrictions of this declaration shall also be referred to as a "Declaration of Restrictive Covenants" and shall run with and bind the land permanently unless all Owners of each tract or any portion thereof, from the date of this declaration forward unanimously agree in writing. This declaration may be amended during the first ten years thereof by an instrument signed by not less than seventy-five percent (75%) of each tract Owner or any portion thereof. Any amendment must be dully acknowledged and recorded.

**1. BY THE DECLARANT:** For long as Declarant remains the Owner of a majority of the Lots, Declarant reserves to itself and shall have the continuing right, any time, and from time to time, without the joinder or consent of any party, to amend this Declaration by any instrument in writing duly executed, by acknowledged and filed record for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correction of any inadvertent misstatements, errors or omissions herein, provided that any such amendment shall be consistent with and in furtherance, of the general plan and scheme of development as evidenced by the Declaration, and shall not impair or materially adversely affect the vested property or other rights of any Owner.

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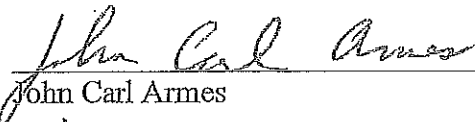
SECTION 3. Re-Subdivision. No Lot shall be subdivided in any fashion.

SECTION 4. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court with competent jurisdiction to be illegal, null or void, the remaining paragraphs, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

SECTION 5. Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

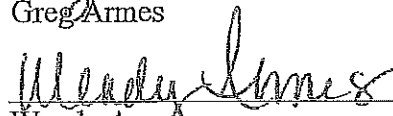
Attached as Exhibit A is the Final Plat of Broadview Estates, as approved by the Commissioners Court of Lynn County, Texas, on the Date indicated on Exhibit A.

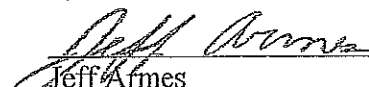
WITNESS THE EXECUTION HEREOF, on this 28<sup>th</sup> day of September, 2016.

  
\_\_\_\_\_  
John Carl Armes

  
\_\_\_\_\_  
Teresa Armes

  
\_\_\_\_\_  
Greg Armes

  
\_\_\_\_\_  
Wendy Armes

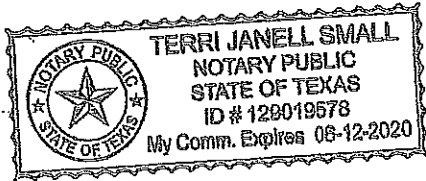
  
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Jeff Armes

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STATE OF TEXAS           §  
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COUNTY OF LYNN         §

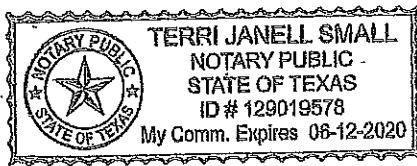
This instrument was acknowledged before me on September 28, by Wendy Armes.



*Terri Janell Small*  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF LYNN         §

This instrument was acknowledged before me on September 28, 2016, by Jeff Armes.



*Terri Janell Small*  
Notary Public, State of Texas

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