

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR COTTON CREEK PHASE III**

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration") is made this 20th day of May, 2022, by COTTON CREEK DEVELOPMENT, LLC, a Texas Limited Liability Company (the "Declarant").

WHEREAS, the Declarant is the sole owner of the property known as Lots 57 – 98, Cotton Creek Subdivision, a Subdivision Located in the Northwest Quarter (NW/4) of Survey 108, Georgetown RY. CO. Survey, Lynn County, Texas being more fully described by metes and bounds description on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Property").

WHEREAS, the Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the development. This general plan provides a common scheme of development designed to protect and safeguard the development over a longer period.

WHEREAS, this general plan will benefit the Property, the parcels and lots that constitute the Property, the Declarant, and each successive Owner of an interest in the Property.

WHEREAS, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to this covenants, conditions, and restrictions in furtherance of this general development plan.

WHEREAS, these covenants, conditions, and restrictions included in this Declaration shall be deemed to run with the land for as long as such covenants, restrictions, and conditions are in effect. Unless otherwise provided, all covenants, conditions, and restrictions included in this Declaration or any written amendments hereto will expire thirty-five (35) years from the date of this Declaration or, if applicable, when the Development is annexed by the City of New Home, whichever is sooner.

NOW THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE I – DEFINITIONS

1.01 **Lot**. "Lot" means any portion of the Property intended for independent ownership, as shown on the Plat, and on which there is or will be constructed a single Residence (as defined herein below).

1.02 **Plat**. "Plat" means all plats, singly and collectively, that may be recorded in the Official Public Records of Lynn County, Texas, and that pertain to the Property, including any and all dedications, limitations, restrictions, easements, notes, and reservations that may be displayed or described on the Plat, as it may be amended from time to time.

1.03 **Owner**. "Owner" means a holder of a recorded fee simple title to a Lot. Contract sellers and mortgagees who acquire title to a Lot through a deed in lieu of foreclosure or through

judicial or non-judicial foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. As described below, every Owner is a Member of the Association (as such terms are defined herein). A reference in any Governing Document or applicable law to a percentage or share of Owners or Members means Owners of at least that percentage of the Lots, unless a different meaning is specified. For example, "a majority of Owners" means Owners of at least a majority of the Lots.

1.04 Governing Documents. "Governing Documents" means this Declaration, the Bylaws of the Association, and the Certificate of Formation of the Association.

1.05 Architectural Control Committee. "Architectural Control Committee" or the "Committee" shall mean a Committee comprised of at least two (2) people. Alex Orr and Joshua Brown will be the original Committee members. The Committee shall have control over the Property's design, construction, aesthetic, and architecture as provided herein below (the "Architectural Control").

ARTICLE II – PROPERTY SUBJECT TO DECLARATION

2.01 Property. The real property described in the recitals and defined as the Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration including Declarant's rights and reservations in Article VIII which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property.

2.02 Property Subject to Declaration. 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. Declarant, at its option, at any time and from time to time, may unilaterally subject to the provisions of this Declaration any property (the "Additional Property") owned by Declarant and located in the vicinity of the Property. The Additional Property shall be made subject to this Declaration by means of a written instrument (the "Supplemental Declaration") executed by Declarant and recorded in the Real Property Records of Lynn County, Texas. At Declarant's option, the Supplemental Declaration may contain provisions applying to the Additional Property, which are different from and inconsistent with the provisions of this Declaration. Except to such extent, upon filing of the Supplemental Declaration in the Real Property Records of Lynn County, Texas, the Additional Property shall be owned, held, leased, sold, and/or conveyed in accordance with the provisions of this Declaration the same as if the Additional Property originally was included as part of the Property.

2.02 Adjacent Land Use. Declarant makes no representation of any kind as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what the Plat or any instrument shows as potential uses of adjoining land. Declarant cannot and does not guaranty scenic views, volumes of traffic on streets around and through Property, availability of schools or shopping, or any other aspect of the Property that is affected by the uses or conditions of adjacent or nearby land, water, or air.

2.03 Restrictions, Easements & Plat Dedications. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all restrictions, easements, licenses, leases, and encumbrances of record, including any shown or referenced on the Plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-recorded restrictions, easements, license, leases, and encumbrances, and further agrees to maintain any easement that crosses his Lot and for which the Association does not have express responsibility.

ARTICLE III – LAND USE RESTRICTIONS

3.01 Maintenance. Each Owner shall have the responsibility, at his or her sole cost and expense, to keep their Lot and improvements thereon maintained in a safe, clean, and attractive condition at all times, commencing from the date an Owner purchases such Lot. Such maintenance shall include, but is not limited to the following:

(a) Landscaping. Each Owner shall maintain the landscaping on his or her Lot in a neat, clean, and attractive manner and condition and shall keep the same weed free. Seeded grass, turf, or other like alternative, which is subject to the approval of the Committee, shall be required to cover seventy-five percent (75%) of any and all Lot space not being used for any permitted purpose, including but not limited to desertscapes, hardscapes, in-ground pools, Structures (as defined herein below), storage buildings, and the Residence. Desertscapes shall be permitted to the extent that such does not cover more than twenty-five percent (25%) of the entire landscaped area. Each Owner shall be required to adequately water the landscaping on his or her Lot so as to maintain the landscaping in an attractive condition. Except for typical garden hoses having a diameter of not more than one inch (1”), and common portable yard sprinklers for watering landscaping that may be attached to such hoses, no pipes, hoses, sprinklers, or other parts of any irrigation system for water of landscaping on a Lot shall be located above the ground. An underground irrigation system adequate to suitably water all landscaping located in the front yard and side yard of each Lot shall be installed at the time the Residence is constructed.

(b) Removal of Litter. Each Owner shall promptly remove all litter, trash, refuse, and waste on his or her Lot.

(c) Improvements and Driveway. Each Owner shall maintain the structure, color, and appearance of all improvements located on his or her Lot and shall keep the driveway and parking areas located on his or her Lot in a good state of repair. Each Owner shall promptly repair any and all damages to improvements located on his or her Lot.

3.02 Personal Property. No unsightly items such as old cars, places, or unsightly or offensive personal property shall be visible on any Lot, and if placed on a Lot shall be covered with a tarpaulin or other opaque cover, provided it is not offensive to sight.

3.03 Division. Except for the Declarant, no Owner may subdivide and convey and portion of a Lot.

3.04 Height Restrictions. No improvement exceeding forty-five feet (45') in height shall be placed on the Property.

3.05 Mobile Buildings, Trailer Houses, and Modular Buildings. Unless otherwise approved by the Association, no mobile buildings, trailer houses, or modular homes shall be placed on the Property.

3.06 Recreational Vehicles. Recreational vehicles, such as a motor home, trailer, or boat may be placed on the Property provided that they are stored in an enclosed or open-air building or other type of structure; provided, however, that any such building or other type of structure shall be subject to approval by the Committee. Further, any recreational vehicle may only be placed on the Property so long as such placement is not, and does not become, a nuisance to the Owners. Recreational vehicles shall not be used as a residence. No motor home, recreational vehicle, boat, and/or trailer or any such like or similar item shall be stored in any instance closer to the front of the property line of any Lot than the rear structural building line of the principal residential structure.

3.07 Grading. Lot grading around units shall have drainage to the front of the Lot and rear of the Lot with minimum side drainage.

3.08 Number of Structures. Absent the approval of the Committee to the contrary, each Lot shall consist of one dwelling unit (a "Residence"). If desired, and subject to the approval of the Committee, an Owner may construct up to two different permanent structures, including but not limited to a storage building, shop building, swimming pool equipment house, cabana, greenhouse, barn, and/or storage shed for personal use (collectively "Structures" and individually a "Structure"). Mother-in-law suites, overnight sleeping quarters, and animal storage facilities are expressly excluded from the definition of Structure or Structures, and may be constructed on a Lot upon the approval of the Committee and further, subject to the limitations provided herein. In no event shall more than one Residence be permitted on a Lot. In no event shall more than three Structures be permitted on a Lot. In no event shall multi-family residences be permitted on a Lot.

3.09 Lot Coverage. In no event shall the Structures placed on a Lot exceed fifty percent (50%) of the total surface area of the Lot.

3.10 Improvement Construction. In addition to meeting all applicable laws and regulations of any governmental entity all Residences, Structures, and other improvements placed on a Lot shall comply with the following requirements:

(a) *Construction Approval.* Any and all plans for construction of any improvement on a Lot must be approved by the Committee as provided for herein.

(b) *Materials and Design.*

(I) *Exterior Walls.* The exposed exterior wall area, exclusive of doors, windows, and covered porch area, shall be comprised of at least seventy-five percent (75%) brick,

stone, stucco, or other materials approved by the Committee. Any exposed exterior area not covered by brick, stone or stucco shall be covered by wood or siding (metal or synthetic) having the appearance of wood, as approved by the Committee is specifically authorized to require a continuous uniform surface with respect to all Structures which directly face the Street, a county road, or another Lot.

(II) Size. Each Residence shall consist of no less than two thousand one hundred (2,100) square feet above ground, excluding surface area comprising the garage, breezeways, porches, basements, and other outbuildings. All split-level or two-story houses shall be required to have a minimum of eighteen hundred (1,800) square feet of floor space, exclusive of garages and porches, on the ground floor level and shall be required to have a minimum total of two thousand one hundred (2,100) square feet of floor space as set forth above.

(III) Roofs. Flat roofs, mansard roofs, and other "exotic" roof forms shall not be permitted. All roofing materials must be approved by the Committee taking into account the harmony, conformity, color, appearance, and the quality of the development generally. Crushed stone, marble, or gravel are expressly prohibited and shall not be permitted by the Committee. It is intended that each roof shall be constructed only of metal, composition, or wood shingles (provided that any composition shingles must be at least two hundred forty pound (240 lb.) shingles). Roof pitch minimum shall be 6/12 unless otherwise approved to by the Committee.

This section shall not be construed to mean that the use of solar collective panels or other energy conservation devices is restricted when used in conjunction with the buildings of the principal residence structure on an individual Lot.

(IV) Chimneys. All fireplace chimneys shall be constructed of the same brick, stone, or stucco, as appropriately used for the Residence.

(V) Garages. Unless waived by the Committee, a Residence shall have garage space for a minimum of two (2) conventional automobiles. A garage shall be subject to the same aesthetic and architectural treatment as the Residence located on the Lot. The interior walls of all garages must be finished (taped, floated, and painted as a minimum). No garage shall be enclosed for living area or utilized for any other purpose other than the storage of automobiles and related normal uses. Carports may only be used upon approval by the Committee. Front entry garages are permitted. Side entry garages are permitted upon approval of the Committee. Rear entry, or back entry, garages are prohibited.

(VI) Exterior Lighting. No exterior light shall be installed or situated such that neighboring Lots are unreasonably lighted by the same, and all exterior lighting located within the front yard or side yard of a Lot must be approved by the Committee. All freestanding exterior lights located between the property lines and the Residence shall be architecturally compatible with the Residence and shall be approved by the Committee.

(VII) Driveways. Driveways shall be a minimum of twenty feet (20') wide. The driveway shall be constructed of concrete or other material as may be approved by the

Committee. Any concrete or other material utilized for driveways must have a minimum strength of 2,500 psi with steel reinforcing.

(VIII) Fencing. All fences and materials used to construct a fence must be approved by the Committee. Except as otherwise provided by this Declaration, and except as prohibited by applicable governmental laws, ordinances, or regulations, all fences constructed on a Lot must be between six and eight feet in height. All fences shall be constructed of brick, wood, stone, masonry, flat top cedar pickets, or other type of fencing that is approved by the Committee. No steel, metal, pipe, or chain link fences shall be permitted on any Lot. No fence shall be constructed any closer to the front property line of the Lot than the front line of the principal residence structure. If an Owner owns two adjacent Lots, such Owner shall not be required to fence in a Lot that does not have a Residence located on the Lot. All perimeter fences shall be located wholly within the boundaries of a Lot and shall not encroach across such boundaries; provided, however, the Owners of adjoining Lots may agree to construct a fence along the common boundary of such Lots which extend onto each Lot (a "Common Boundary Fence"), provided that any such agreement pertaining to a Common Boundary Fence must be in writing and must be recorded in the Lynn County Official Public Records. To the extent any Common Boundary Fence is constructed, the Owners of the Lots subject to the Common Boundary Fence shall be jointly and severally liable for the maintenance and repair thereof. Notwithstanding anything provided for herein, in no event shall any fence encroach or be placed on any Alley, Alley Easement Area, Street or Street Easement Area.

(IX) Window Units. No Structure shall utilize window mounted or wall-type air conditioners or heaters ("Window Units"), however, split units may be permitted in a shop or barn type Structure provided the split units are not facing any street and further are approved by the Committee.

(X) Skylights. Skylights are not permitted on the roof of a Residence, unless approved by the Committee.

(XI) Roof Accessories. No equipment, including without limitation, heating or air conditioning units, satellite dishes used in connection with a common television provider, or antennas ("Roof Accessories"), shall be located on the roof of any structure, unless the same are concealed from view from adjoining Streets, are rear facing, and do not materially alter the roof line of the Structure. Additionally, plans and specifications for the installation of any Roof Accessory must be submitted to the Committee for approval. Solar panels and other like solar collection units are permitted provided the same are rear facing and are approved by the Committee.

(XII) Pools. No above-ground swimming pools are allowed to be placed upon any Lot. An above-ground spa or hot tub may be placed or constructed on a Lot provided that the same is located on a porch or deck located in or at the rear yard of the Residence. Any in-ground swimming pools shall be located in the rear yard of a Residence. Any in-ground pool shall be securely enclosed by a fence and gates designed to prevent children and animals from accidentally entering the pool enclosure. All swimming pools and associated improvements (including but not limited to the fencing and gates) must be approved by the Committee.

(XIII) Sport Court or Sport Field. A sport court or sport field may be constructed on any Lot provided the design, plans, and specifications for such sport court or sport field and associated improvements are approved by the Committee. Approval will be limited to those sport courts or sport fields that utilize only "low profile" lighting, have no chain-link fencing or chain-link backstops, are fenced with material compatible with those materials utilized on the exterior of the Residence, and are maintained in a safe, clean and attractive manner at all times.

(XIV) Toilets, Sewage, and Septic. Each Owner shall provide his/her own sewage septic system at Owner's expense. No cesspool, outhouse, or outside toilets shall be permitted on any Lot. Toilets shall be connected to either an approved public sewage disposal system or to a septic tank and field file system located on the Lot on which the Structure is constructed. Sewage disposal facilities and septic tanks must comply in all respects with all applicable state, county, or other governmental laws, rules, and regulations.

(XV) Water Wells. Each Owner shall provide his/her own water well at Owner's expense. Water wells on a Lot must comply in all respects with all applicable state, county and governmental laws, rules, and regulations. Water wells on a Lot shall be located no closer than fifty feet (50') to the front or side property lines. Only submersible pumps having not more than three horsepower in capacity shall be used in any water wells located on any 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 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 person or entity may remove or sell water from their Lot to any person or entity.

(XVI) Mailboxes. Each Owner agrees to the installation of "Cluster Mailboxes" as Declarant or the Committee may determine in their sole discretion. For purposes of this section, Cluster Mailboxes shall be defined as free-standing, pedestal mounted mailboxes which contain multiple individually locked mailboxes and parcel compartments. The cost of maintenance of any Cluster Mailboxes shall be born pro-rata by each Owner and Owner shall, within ten (10) days of receipt of an invoice, pay such pro-rata portion.

(XVII) Utility Facilities and Related Equipment. All public or private Utility Facilities, including without limitation, gas lines, water lines, electrical lines, telephone lines, cable television lines, and security system lines, or other wires, cables, conduits or pipes utilized in connection with such services and located on the Property shall be located underground. However, fire plugs, gas meters, supply pressure regulators, electric service pedestals, pad mount transformers, street lights, and other surface installations necessary to maintain or operate the underground Utility Facilities may be located above ground. 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 ground.

(c) *Landscaping.* The construction of each and every Residence within the Property shall include the installation and placement of appropriate landscaping as approved by

the Committee. All landscaping shall be completed by no later than six (6) months after final completion of the Residence, weather permitting. Landscaping shall: (I) permit reasonable access to public and private utility lines and easements for installation and repair; (II) provide an aesthetically pleasing variety of trees, shrubs, groundcover and plants, and (III) provide for landscaping of all portions of the Lot not covered by Structures. Landscaping shall not include gravel, concrete, timber, or rocks, except where used as borders, walkways, accent pieces, or as otherwise approved by the Committee.

(d) *Location and Setback.*

(I) *Residences.* All main dwellings shall face the street which the Lot faces, except that particular architectural designs may be used which places the main entrance of the dwelling at an angle desired by the Owner, so long as the front elevation is in harmony with the external design of other structures in the subdivision, and is approved by the Committee.

(II) *Improvement Setback.* No Residence shall be placed within the following setback lines: (a) eighty feet (80') from the center line of any Street; (b) forty feet (40') from the center line of any Alley; and (c) twenty feet (20') from any side property line of the Lot. No Structure or any other improvement shall be placed within the following setback lines: (a) eighty feet (80') from the center line of any Street; (b) ten feet (10') from the center line of any Alley; and (c) five feet (5') from any side property line of the Lot. However, if an Owner owns two or more adjacent Lots and desires to construct one Residence on such Lots, the Committee, in its sole and absolute discretion, may waive in writing the side property line restrictions as to such Residence.

(III) *Garages.* No front entry garage shall be placed closer than one hundred twenty feet (120') from the center line of any adjoining Street and further, must be approved by the Committee.

(IV) *Exceptions to Setback.* The following improvements are expressly excepted from the setback restrictions, but shall in no event encumber, encroach or be placed upon any Alley, Alley Easement Area, Street or Street Easement Area: (A) improvements completely below and covered by the ground; (B) steps, walkways, below ground-level swimming pools, uncovered patios, driveways, and curbing; (C) landscaping as may be approved by the Committee as provided herein; (D) planters, walls, fences, or hedges not to exceed eight feet (8') in height, and that comply with the applicable restrictions set forth in this Declaration; and (E) any other improvement that may be excepted by the Committee from the setback restrictions as set forth in this Declaration.

(e) *Dumpsters and Debris.* All dumpsters and trash containers shall be located in the front of the Lot, and shall not exceed two and one-half cubic feet. Each Owner at Owner's expense, shall contract with a public or private trash service for the regular pickup of all trash and other debris (all of which shall be placed in a dumpster or other trash container, it being understood that at no time shall any Owner pile or stack trash or other debris in the Alley or on the Lot).

(f) *Removal of Debris.* During the construction or installation of any improvement on any Lot, construction debris shall be removed from the Lot on a regular basis and shall be kept as clean as possible.

(g) *Construction.* The construction of a Residence shall begin not more than six (6) months after a Lot is purchased, whether such Lot purchased by an Owner who contracts with a homebuilder to construct a Residence on such Lot, or by an Owner who is a homebuilder that will construct the Residence and subsequently resell such Residence to an individual Owner. Once commenced, construction for any improvement shall be diligently pursued so that it will be completed within eighteen (18) months from the date commenced. For the purposes of this paragraph, construction shall be deemed to have commenced on the earlier 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 work for the construction of the footings and/or foundation of any part of improvement shall begin.

3.11 Residential Use. All Lots in the Development shall be used for residential purposes only. No retail business or enterprises of any kind which involve in any way the presence of Non-Owners on an Owner's Lot shall be permitted. "Non-Owners" include customers, clients, or employees of the Owner.

3.12 Home Office. Home offices are permitted as long as the office is contained within the Residence or in a structure approved by the Committee and there is not otherwise outside visible evidence that an office is being maintained on the Lot. An Owner's business equipment may not be stored on the Lot, unless such equipment is stored inside a structure approved by the Committee.

3.13 Parking. Each Owner shall use their best efforts to refrain from (a) habitually parking any automobile or vehicle on any Lot outside of a garage area between any Residence and the abutting front Street or between any Residence and an abutting side Street; and (b) performing, permitting, or allowing repair or maintenance work to any automobile or other vehicle outside the garage and visible to abutting streets. Under no circumstance shall any automobile, boat, or other vehicle be parked on a non-paved portion of any Lot.

3.14 Animals. Animals are permitted to be raised, bred, or kept on any Lot, subject to the following limitations: (a) any Lot may not exceed keeping more than three (3) dogs, cats or other similar domesticated household pets on a Lot, (b) any Lot may not exceed keeping more than two (2) chickens, lambs, goats, or sheep ("Livestock") on a Lot, (c) all Livestock areas shall be kept clean and as odor free as possible, and (d) there shall be no animals kept on the Property for any commercial purpose. Any animal not expressly mentioned above shall not be permitted to be kept on any Lot without the approval of the Committee or the Association. The keeping of any pet shall be subject to any rules and regulations adopted by the Association and the Association shall have standing to enforce any and all such rules and regulations. No animals that are obnoxious, overly noisy, offensive, vicious, or dangerous shall be permitted on the Property. All animals permitted to be kept on the Property shall be kept or maintained in the rear yard of the Lot or on a leash.

3.15 Animal Storage Facility. The construction of any livestock related facility will not be permitted on any individual Lot prior to the commencement of construction of the principal

residential structure on said Lot. In no instance will completion and occupancy of a livestock related facility be permitted before substantial completion of the residential structure. Discretionary control shall reside with the Association.

3.16 Noise. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to other property Owners in the Development.

3.17 Clothesline. No clothesline may be maintained on any Lot, unless enclosed by a hedge or other type of screening enclosure as approved by the Committee.

3.19 Ground Antennas, Satellite Devices or Dishes, and Towers. Unless approved by the Committee, no ground antennas, satellite devices or dishes, towers, flagpoles, or other similar vertical structures shall be erected on any Lot for any purpose. Satellite reception devices or equipment used in the reception of satellite signals approved by the Committee must be reasonably concealed from view of any Street, public areas, and neighboring Lots, and Structures. No satellite dishes will be permitted which are larger than one meter in diameter. The Committee shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. The Declarant by promulgating this paragraph is not attempting to violate the Telecommunications Act of 1996 (the "Act"), as may be amended from time to time. This paragraph shall be interpreted to be as restrictive as possible while not violating the Act.

3.20 Mineral Development. No oil or natural gas drilling, development, or refining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property. No derrick or other structure designed for use of boring for oil and/or natural gas shall be erected, maintained, or permitted on the Property. The provisions of this paragraph may be waived by the Committee or the Declarant during the Declarant Control Period, but under no circumstances shall any oil or natural gas operations be conducted within 750 feet of any permanent improvement on the Property.

3.21 Signage. No sign of any kind shall be displayed to the public view on any Lot, except for a professional sign not to exceed six (6) square feet in size advertising the property for sale, a sign used by Declarant or a homebuilder to advertise the building of improvements on such property, or a ground mounted sign advertising a political candidate or ballot measure, not to be displayed prior to the 90th day before the date of the election to which the sign relates and not later than the 10th day after that election date. Any such political sign shall not: (a) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative competent; (b) be attached in any way to plant material, a trailer, a vehicle, or any other existing structure or object; (c) threaten the public health or safety of other Owners; (d) be larger than four feet by six feet; (e) violate any law; or (f) contain language, graphics, or any display that would be offensive to the ordinary person.

ARTICLE IV – PROPERTY EASEMENTS AND RIGHTS

4.01 Utility and Drainage Easements. Each Owner expressly acknowledges that his or her Lot is subject to easements for the installation and maintenance of utility equipment and drainage facilities ("Utility Easements"), which shall include without limitation gas lines, water lines, electrical lines, telephone lines, cable television lines, and security system lines, or other wires, cables, conduits or pipes utilized in connection with such services, fire plugs, gas meters, supply pressure regulators, electric service pedestals, pad mount transformers, and street lights ("Utility Facilities") on and encumbering such areas of the Property as may be shown on the Plat ("Utility Easement Area") are reserved in this Declaration. Each Owner expressly accepts his or her Lot(s) subject to any easements shown on the Plat, and that may be added by Declarant from time to time, pursuant to Declarant's rights reserved in this Declaration. Utility Facilities may be installed along or near the front and/or side and/or rear Lot lines and may also be located on the Alleys of any Lot as may be designated on the Plat. Except as may be permitted in writing by the Association, no Owner shall erect, construct, or permit any obstructions or Structures of any kind or type to exist within any Utility Easement Area, nor shall anything be done or permitted within a Utility Easement Area which would adversely affect drainage, the operation of the Utility Facilities, or the use of the Utility Easements. Utility Easement Areas are likely to be located at or near or along the rear Lot line(s), and each Owner assumes full, complete and exclusive liability and responsibility for all costs and expenses related to damage, repair, relocation, and restoration to any improvements on their Lot caused by the location and construction of the Utility Facilities on such Owner's Lot. Each Owner shall assume full and complete responsibility for all costs and expenses arising out of or related to the repair, replacement, or restoration of any Utility Facilities damaged or destroyed as a result of the negligence or mischief of themselves or of any person(s) on their Lot.

4.02 Street Easement and Alley Easement. Each Owner expressly acknowledges that his or her Lot is subject to easements for the Street Easement Purposes (the "Street Easement") and Alley Easement Purposes (the "Alley Easement") are reserved in this Declaration. Each Owner expressly accepts his or her Lot(s) subject to any easements shown on the Plat, and that may be added by Declarant from time to time, pursuant to Declarant's rights reserved in this Declaration. The Street Easement and Alley Easement will encumber such areas as may be shown on the Plat (the "Street Easement Area" or "Alley Easement Area", as applicable). The "Street Easement Purposes" shall mean the follow: (a) the installation of roadways by the Declarant ("Streets"); and (b) the maintenance of the Streets and Street Easement Area by the Association. The "Alley Easement Purposes" shall mean the following: (a) the installation of alleyways by the Declarant (the "Alleys"); and (b) the maintenance of the Alleys and Alley Easement Area by the Association. Once a Street or an Alley is installed by the Declarant, the Association shall be solely responsible for maintaining the installed Street and its Street Easement Area or Alley and its Alley Easement Area, as applicable, and the Declarant shall be completely discharged from any further maintenance obligations of such completed Street or Alley, as applicable.

4.03 Street Use Easement and Alley Use Easement. The Declarant, the Committee, the Association, the Owners, and their invitees are granted a perpetual easement over the Property's Streets and Street Easement Area for pedestrian and vehicular ingress and egress (the "Street Use Easement") through the Property. The Declarant, the Association, the Owners, and their invitees are granted a perpetual easement over the Property's Alleys and Alley Easement Area for pedestrian and vehicular ingress and egress (the "Alley Use Easement") through the Property. An

Owner's title to his or her Lot, to the extent the Lot shall extend into the Street Easement Area or the Alley Easement Area, as applicable, shall be subject to the Alley Easement and Alley Use Easement or Street Easement and Street Use Easement, as applicable.

4.04 Rights of Governmental Entities. The city, county, state, federal government or any agency thereof shall have the right of immediate access to any part of the Property, including without limitation the Street Easement Area and Alley Easement Area, as may be necessary for the welfare or protection of the public, to enforce laws, or to improve the appearance of or to preserve public property, public easements, or public rights of way.

4.05 Association's Access Easement. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement (the "Association Access Easement") of access and entry over, across, under, and through the Property, including without limitation the Owner's Lot and all improvements thereon, for the below-described purposes.

(a) *Purposes*. Subject to the limitations stated below, the Association may exercise this easement of access and entry for the following express purposes:

- (I) *Inspection*. To inspect the Property for compliance with maintenance and architectural standards;
- (II) *Association Required Maintenance*. To perform maintenance that is permitted or required of the Association by the Governing Documents or by applicable law;
- (III) *Owner Required Maintenance*. To perform maintenance that is permitted or required of the Owner by the Governing Documents or by applicable law, if the Owner fails or refuses to perform such maintenance;
- (IV) To enforce architectural standards as provided herein;
- (V) To enforce use restrictions as provided herein;
- (VI) To respond to emergencies;
- (VII) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property; or
- (VIII) To perform any and all functions or duties of the Association as permitted or required by the Governing Documents or by applicable law.

(b) *No Trespass.* In exercising this easement on a Lot, the Association is not liable to the Owner of the Lot for trespass.

(c) *Limitations.* If the exercise of this easement requires entry onto an Owner's Lot, including into an Owner's fenced yard, the entry will be during reasonable hours and after notice to the Owner. This paragraph does not apply to situations that – at time of entry – are deemed to be emergencies that may result in imminent damage to or loss of life or property.

ARTICLE V – THE ASSOCIATION

5.01 Defined. The “Association” as used herein means any entity created by the Declarant for the purpose of effectuating the duties and powers set forth in the Governing Documents. By its execution of this Declaration the Association agrees to be bound by all of the terms and provisions herein and agrees to assume its obligations as described herein.

5.02 Duties. The duties and powers of the Association are those set forth in the Governing Documents, together with the general and implied powers of a property owners association, and a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitation on the exercise of such powers as stated in the Governing Documents.

5.03 Board. The Association is governed by a board of directors (the “Directors”). The number of Directors shall be three, and do not have to be Owners. The Directors shall be elected annually by the Members at the prescribed homeowners’ organization annual meeting (the “Annual Meeting”).

5.04 Membership. Each Owner and an owner of a lot subject to the Restrictive Covenants shall be a member (a “Member”) of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. At the Annual Meeting or at a Special Member Meeting each Member shall have one vote, whether he owns ten acres or one Lot or any number of Lots.

5.05 Annual Meeting. The Annual Meeting shall be held each year. No other meetings of the Members are required.

5.06 Election of Officers. Immediately after the Annual Meeting, the Directors shall elect a President, Vice-President, and Secretary-Treasurer.

5.07 Special Meeting of the Directors. The President may call a special meeting of the Directors.

5.08 Special Meeting of the Association. The President may call a special meeting of the Members (a “Special Member Meeting”) to rule on major decisions, including deviations from this Declaration wherein a vote of the Members is required.

5.09 Notice. Notice of the Annual Meeting and any Special Member Meeting shall be given by a mailed or hand carried notice sent to the Members seven (7) days prior to such meeting. The Notice shall designate the time and place of the meeting.

5.10 Annual Assessment. Declarant does hereby impose on each Lot an annual assessment (the "Annual Assessment") of either \$300.00 per year, if paid in one lump sum at the beginning of the year, or \$25.00 per month of each year if paid monthly. If the Annual Assessment is paid monthly, the payment of such shall be due on the first day of each month. The Annual Assessment shall be paid to the Committee until the Association is created, and thereafter, the Annual Assessment shall be paid to the Association. The Annual Assessment for each Lot shall be due and payable to the Committee, or Association, as the case may be, immediately upon ownership of each Lot. The payment of the Annual Assessment for any Lot shall be paid in full prior to such Lot being transferred, sold, deeded, or otherwise conveyed. The Association by and through a decision of the Board may increase or decrease amount of the Annual Assessment per twelve (12) month period, provided however, any increase of the Annual Assessment exceeding twenty percent (20%) must be approved by sixty-six percent (66%) of the Members' votes entitled to be cast at either the Annual Meeting or a Special Member Meeting.

5.11 Special Assessment. In the event additional funds are needed by the Association, the Association may charge additional assessments (a "Special Assessment") provided that the Special Assessment has been approved by sixty-six percent (66%) of the Members' votes entitled to be cast at either the Annual Meeting or a Special Member Meeting.

5.12 Owner Covenant. Each Owner shall by acceptance of a deed of any Lot, whether or not it shall be so expressed in such deed, be deemed to covenant and agree to pay to the Association any assessments or charges described herein. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The purpose of any such assessments 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 the Streets, Alleys, and any common areas. The Association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the Lot as provided herein. No Owner may waive or otherwise escape liability for the assessments described herein by non-use of any common area, any easement, any Street, any Alley, or by abandonment of his property. An Owner's obligation to pay the assessments is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Sale or transfer of any tract or any portion thereof of 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 Assessment Lien thereon.

5.13 Assessment Lien. Any and all assessments or charges attributable to a Lot as provided herein together with interest, cost, and reasonable attorney's fees shall be a charge on such Lot and shall be a continuing lien (the "Assessment Lien") upon the Lot against which each such assessment is made and each prospective Owner is placed on notice that his title may be subject to the continuing lien for assessments attributable to a period prior to the date he purchased

his Lot. Each such assessment together with interest, cost and reasonable attorney's fees shall also be a personal obligation of the Owner of such Lot or any portion thereof.

5.14 Superiority of Assessment Lien. The Assessment Lien on a Lot is subordinate and inferior to (a) real property taxes and assessments levied by governmental and taxing authorities, (b) a deed of trust or vendor's lien recorded before this Declaration, (c) a recorded deed of trust lien securing a loan for construction of the original dwelling, (d) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due, (e) a home equity or reverse mortgage lien which is a renewal, extension, or refinance of a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due, (f) an FHA- insured or a VA-guaranteed mortgage. Except for the foregoing, the Assessment Lien is superior to all other liens and encumbrances on a Lot. Foreclosure of a superior lien extinguishes the Association's claim against the Lot for unpaid assessments that become due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at a foreclosure sale or a superior lien is liable for assessments coming due from and after the date of the sale.

5.15 Notice of Assessment Lien. The Assessment Lien, effective upon default, is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of Assessment Lien is required.

5.16 Power of Sale. By accepting an interest in or title to a Lot, each Owner grants to the Association a private power of non-judicial sale in connection with the Assessment Lien. The Association may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Director meeting.

5.17 Foreclosure of Assessment Lien. The Assessment Lien may be enforced by judicial or non-judicial foreclosure. A foreclosure must comply with the requirements of applicable law, such as Chapter 209 of the Texas Property Code. A non-judicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees, subject to applicable provisions of the Governing Documents, and applicable law, such as Chapter 209 of the Texas Property Code. The Association has the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same. The Association may not foreclose the Assessment Lien if the debt consists solely of fines and/or a claim for reimbursement of attorneys' fees incurred by the Association.

5.18 Association Bank Account. The Directors will establish a fund and all moneys paid to the Association will be deposited into this account (the "Account"). The Association will maintain and use the funds in the Account to carry out any of its obligations as provided herein including the operation, repair, and maintenance of the Property and all real property subject to the Restrictive Covenants. Two signatures of the Directors shall be required to endorse or execute any check issued by the Association.

ARTICLE VI – ENFORCEMENT

6.01 Generally. The Association after five (5) days of the posting of the Default Notice on the subject Owner's Residence shall have the right to exercise the Association Remedies.

6.02 Default Notice. The Default Notice shall set forth the specific violation or breach of the provisions of the Governing Documents, or applicable law, and the action required to be taken and the time period such remedial action shall be completed by the Owner.

6.03 Association Remedies. The remedies provided in this paragraph are cumulative and not exclusive. In addition to other remedies that may be provided in the Governing Documents, or provided by law, the Association has the following rights to enforce the Governing Documents or applicable law, subject to applicable notice and hearing requirements, if any:

(a) *Nuisance*. The result of every act or omission that violates any provision of the Governing Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

(b) *Fine*. The Association may levy reasonable charges, as an individual assessment, against an Owner and his Lot if the Owner or the Owner's family, guests, employees, agents, invitees, lessees, or contractors violate a provision of the Governing Documents. Fines may be levied for each act of violation or for each day a violation continues and does not constitute a waiver or discharge of the Owner's obligations under the Governing Documents.

(c) *Self-Help*. The Association has the right to enter any part of the Property, including Lots, to abate or remove, using force as may reasonably be necessary, any improvement, thing, animal, person, vehicle, or condition that violates the Governing Documents. In exercising this right, the Association is not trespassing and is not liable for damages related to the abatement or removal. The Association may levy its costs of abatement or removal against the Lot and Owner as an individual assessment. The Association will make reasonable efforts to give the violating Owner prior notice of its intent to exercise self-help. The notice may be given in any manner likely to be received by the Owner. Prior notice is not required (I) in the case of emergencies, (II) to remove violative signs, (III) to remove violative debris, or (IV) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the neighborhood.

(d) *Suit*. Failure to comply will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

6.04 Association Discretion. The Association may use its sole discretion in determining whether to pursue a violation of the Governing Documents, provided the Association does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Association may determine that under the particular circumstances: (I) the Association's position is not sufficiently

strong to justify taking any or further action; (II) the provision being enforced is or may be construed as inconsistent with applicable law; (III) although a technical violation may exist, 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 (IV) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

6.05 No Waiver. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Governing Documents. Failure by the Association or by any Owner to enforce a provision of the Governing Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, the waiver does not impair the Association's right to enforce any other part of the Governing Documents at any future time. No member of the Association is liable to any Owner for the failure to enforce any of the Governing Documents at any time.

6.06 Recovery of Costs. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Governing Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Governing Documents or the restraint of violations of the Governing Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

ARTICLE VII – THE ARCHITECTURAL CONTROL COMMITTEE

7.01 Creation. There is hereby created an Architectural Control Committee. The Committee has control over the Property's design, construction, aesthetic, and architecture as provided herein and serves in conjunction with the Declarant. No Committee member shall be entitled to compensation for services performed as a member of the Committee.

7.02 Term. Each Committee member will hold office until such time as he has resigned or has been removed by sixty-six percent (66%) of the Members' votes entitled to be cast at either the Annual Meeting or a Special Member Meeting or his successor has been appointed, as provided herein. If any Committee member dies or resigns, the remaining Committee members will have full authority to act until a replacement Committee member has been appointed. The Directors shall have the authority to remove and replace any Committee member.

7.03 Plan Submittal. Any Owner planning to construct or otherwise improve his Lot for the following described projects must first submit detailed written plans and specifications to the Committee for approval. Projects requiring approval include:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.

(c) Any permanent landscaping or grading of any Lot.

7.04 Committee Approval. The approval or disapproval of the Committee shall be in writing and delivered to the Owner within thirty (30) days from the date upon which the Committee received the written plans and specifications. Until the Committee receives the information it deems necessary it may postpone review of any plans and specifications submitted for approval. Failure of the Committee to deliver a written approval or disapproval within thirty (30) days of receiving Owner's written plans and specifications shall be deemed an approval by the Committee of the request. The Committee may also inspect any construction in progress to ensure its conformance with the plans and specifications that have been approved and may halt construction if it discovers a deviation from the plans and specifications that were approved. All decisions regarding Architectural Control shall be final and no appeal shall be allowed.

7.05 Variance. Except for when it is expressly prohibited from doing so, the Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Committee, the variance will not impair or detract from the development of the Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by written instrument in recordable form, and must be signed by at least one of the Committee members. The granting of a variance will not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Declaration.

7.06 Action by the Committee. Any matter presented to the Committee shall be decided by unanimous vote of the Committee.

7.07 Adoption of Rules. The Committee may adopt any procedural and substantive rules that it deems necessary and proper for the performance of its duties, provided that such rules are not in conflict with this Declaration.

7.08 No Waiver of Future Approvals. The approval or consent of the Committee to any plans or specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications or any other matter subsequently or additionally submitted for approval or consent by the same or a different person.

7.09 Good Faith. Committee members shall be held only to a standard of good faith in carrying out their duties and responsibilities as a Committee member.

ARTICLE VIII – DECLARANT RIGHTS AND RESERVATIONS

8.01 General Provisions

(a) *General Reservation and Construction*. Notwithstanding other provisions of the Governing Documents to the contrary, nothing contained therein may be construed to, nor

may any mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Article which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Article and any other Governing Document, this Article controls. This Article may not be amended without the prior written consent of Declarant. The terms and provisions of this Article must be construed liberally to give effect to Declarant's intent to protect Declarant's interest in the Property.

(b) *Purpose of Declarant Control Period.* This Article gives Declarant certain rights during the Declarant Control Period to ensure complete and orderly buildout and sellout of Property, which is ultimately for the benefit and protection of the Association, Owners, and mortgagees.

8.02 Declarant Control Period and Release of Same. The "Declarant Control Period" means the period beginning the date this Declaration is recorded and ending when all Lots are sold by Declarant. During the Declarant Control Period the Declarant has certain rights pursuant to this Article, such as rights relating to development, construction, expansion, and marketing of the Property.

8.03 Declarant Rights Reserved During Declarant Control Period. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, at any time during the Declarant Control Period:

(a) *Withdrawal.* During the Declarant Control Period, Declarant may withdraw real property from the Property and the effect of this Declaration if the Owner of the withdrawn property consents to the withdrawal.

(b) *Changes in Development Plan.* Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Subject to approval by (I) a governmental entity, if applicable, and (II) the Owner of the land or Lots to which the change would directly apply (if other than Declarant), Declarant may (I) amend the Plat; (II) change the sizes, dimensions, and configurations of Lots, Alleys, and Streets; (III) change the minimum Residence size; (IV) change the setback requirements; and (V) eliminate or modify any other feature of the Property.

(c) *Architectural Control.* Notwithstanding anything contained herein, the Declarant and the Committee have sole authority over all matters relating to Architectural Control (which is defined more specifically in Article VII herein). Declarant and the Committee also have the unilateral right to exercise Architectural Control over vacant Lots.

(d) *Amendment.* During the Declarant Control Period, Declarant may amend this Declaration, without consent of other Owners or any mortgagee, for any purpose.

(e) *Completion.* During the Declarant Control Period, Declarant has (I) the right to complete or make improvements indicated on the Plat; (II) the right to sell or lease any Lot owned by Declarant, and (III) an easement and right to erect, construct, and maintain on the Streets on the Alleys and on and in the Lots owned or leased by Declarant whatever Declarant determines

to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

(f) *Easement to Inspect and Right to Correct.* During the Declarant Control Period, Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any Structure, improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. This paragraph may not be construed to create a duty for Declarant or the Association.

(g) *Promotion.* During the Declarant Control Period, Declarant reserves for itself an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and residents, for purposes of promoting, identifying, and marketing Property and/or Declarant's Residences, Lots, developments, or other products located outside the Property. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events – such as open houses, MLS tours, and brokers' parties – at the Property to promote the sale of Lots.

(h) *Offices.* During the Declarant Control Period, Declarant reserves for itself the right to use Structures owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant's developments or other products located outside of the Property. Also, Declarant reserves for itself the easement and right to make structural changes and alterations on and to Lots and Residences used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted herein.

(i) *Access.* During the Declarant Control Period, Declarant has an easement and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the home-buying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of Lots and homes by Declarant, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

(j) *Utility Easements.* During the Declarant Control Period, Declarant may grant permits, licenses, and easements over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the easements on any Lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements.

Utilities may include, but not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security.

(k) *Assessments.* For the duration of the Declarant Control Period, each Lot owned by Declarant shall not be subject to mandatory assessment by the Association.

8.04 *Successor Declarant.* Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the Real Property Records of Lynn County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Article and may designate further Successor Declarants.

ARTICLE IX – MISCELLANEOUS

9.01 *Amendment.* This Declaration shall run with the Property and bind the Property permanently unless all Owners agree otherwise in writing. After the expiration of the Declarant Control Period this Declaration may be amended by not less than sixty-six percent (66%) of the Owners. Any amendment must be duly acknowledged and recorded.

9.02 *Purpose.* These easements, restrictions, covenants, and conditions are for the purpose of protecting

9.03 *Notice.* All demands or other notices required to be sent to an owner or resident by the terms of this Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association on the date the notice is issued. If an Owner fails to give the Association an address for sending notices, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice whether or not he actually receives it.

9.04 *Liberal Construction.* The terms and provisions of each Governing Document are to be liberally construed to give effect to the purposes and intent of the Governing Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the operation of the Association and its enforcement of the Governing Documents, regardless which party seeks enforcement.

9.05 *Severability.* Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

9.06 *Captions.* In all Governing Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer.

9.07 Interpretation. Whenever used in the Governing Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

9.08 Duration. Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

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**DECLARANT – COTTON CREEK
DEVELOPMENT, LLC, a Texas Limited
Liability Company**

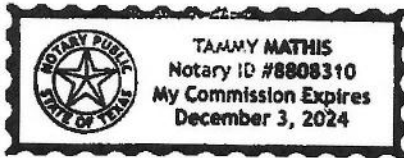
By: 

Printed Name: Barry Orr

Title: Manager

STATE OF TEXAS)
COUNTY OF LUBBOCK)

This instrument was acknowledged before me on this 20~~th~~th day of May, 20~~20~~²²,
by BARRY ORR, as Manager of COTTON CREEK DEVELOPMENT, LLC, a Texas Limited
Liability Company, on behalf of said company.



Jammy Mathis
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A
The "Property"

As used herein, "Property" means Lots 57 – 98, Cotton Creek Subdivision, a Subdivision Located in the Northwest Quarter (NW/4) of Survey 108, Georgetown RY. CO. Survey, Lynn County, Texas, being more particularly described by metes and bounds as follows:

A 42.29 acre tract, being all of that tract described in County Clerk Instrument Number (CCIN) 2020-1577, Official Public Records of Lynn County, Texas (OPRULCT), being out of Section 108, Abstract 923, G. RR. Co. Survey, Lynn County, Texas, and being more particularly described as follows:

Beginning at a set 1/2" iron rod with blue cap marked DELTA LAND SURVEYING near the South edge of County Road 11 (No Document Found), in the West line of a tract of land described in Volume 403, Page 191, Deed Records of Lynn County, Texas (DRLCT), and for the Northeast corner of this tract, whence a found 1/2" iron rod for the Northeast corner of said Section 108, bears N01°33'54"E, 20.24 feet and S88°25'27"E, 2640.56 feet;

Thence S01°33'54"W, leaving said County Road 11, and with the West line of said tract described in Volume 403, Page 191, a distance of 1088.73 feet to a set 1/2" iron rod with blue cap marked DELTA LAND SURVEYING for the most Easterly Southeast corner of this tract;

Thence N88°26'51"N"W, leaving said tract described in Volume 403, Page 191, a distance of 769.78 feet to a set 1/2" iron rod with blue cap marked DELTA LAND SURVEYING for a corner of this tract;

Thence S01°33'09"W, 226.42 feet to a set 1/2" iron rod with blue cap marked DELTA LAND SURVEYING for the most Southerly Southeast corner of this tract;

Thence N88°26'51"W, 769.56 feet to a set 1/2" iron rod with blue cap marked DELTA LAND SURVEYING in the East line of the Plat Limits of Lots 23-56, Cotton Creek Subdivision recorded in Volume 481, Page 632, OPRLCT, for the Southwest corner of this tract;

Thence N01°33'09"E, with the East Plat Limits of said Cotton Creek Subdivision, 1315.78 feet to a set 1/2" iron rod with blue cap marked DELTA LAND SURVEYING near the South edge of said County Road 11, for the Northeast corner of said Cotton Creek Subdivision, and for the Northwest corner of this tract, whence a found 1/2" iron rod for the Northwest corner of said Section 108, bears N01°33'09"E, 20.00 feet and N88°25'57"W, 1101.07 feet;

Thence S88°25'27"E, leaving said Cotton Creek Subdivision, and along the South edge of said County Road 11, a distance of 1539.57 feet to the Point of Beginning.